

## Sunseeker Resort Gift Card Terms and Conditions | January 2024

The following terms and conditions (the "Agreement") apply to any Sunseeker Resort Gift Card and E-Gift Card issued by Sunseeker Florida, Inc. originally purchased by you or someone on your behalf (the "Card" and, collectively, "Cards"). Cards are issued by Sunseeker Florida Inc. (referred to hereinafter as either "Sunseeker", "we", "us" or "our"). Cards purchased online through [www.sunseekergiftcards.com](http://www.sunseekergiftcards.com) ("Sunseeker's Site") are sold by Northwind Canada Inc. ("Northwind" or "Maestro PMS") a Canadian corporation. Although Maestro PMS is the channel through which the Cards are sold, this Agreement governing the obligation, ownership, use and redemption of such Cards is between you and Sunseeker. By purchasing a Card, accepting and retaining a Card, or using a Card, you agree to these terms and conditions. We further reserve the right to change, amend or terminate the format, elements, and terms and conditions of the Card program at any time with or without notice in our sole discretion. You agree to such changed or amended terms and conditions after they have been posted to Sunseeker's Site.

### 1. Returns & Redemption.

- All sales of Cards are final. You may not return, cancel or redeem for cash any Card after it is purchased, unless otherwise required by law. Use of the Card is limited to the amount of funds held on the Card. The full amount of each purchase, including any applicable federal, state or local taxes, will be deducted from the funds held on the Card, up to the total funds available on the Card. If you make a purchase and there are insufficient funds held on the Card to cover that purchase, you must pay the difference by an acceptable alternative payment method, i.e., credit card, debit card, check, or cash. Physical Card must be presented at purchase, photocopies will not be accepted.
- Cards may only be used at Sunseeker operated hotels and Sunseeker participating outlets within the United States and may be redeemed for stays, as well as at participating retail, spa, golf, and food and beverage outlets, and meetings expenses at hotels operating under the following Sunseeker brands (collectively, "**Eligible Brands**"): Sunseeker Resorts rooms, Sunsuites™, Harbor Yards, Maury's Steakhouse, Stretto Italian Kitchen, Allegiant Stadium Sports Bar, Blue Lime Mexican, Waterside Table, Half Cracked Tiki Shack, Aileron Golf Club, Reflections Pool, Reflections Bar, Level Blue Pool, Sundries, Shore Provisions, Tilden's, C.H. Coastlines, Harbor Finds & Co., and Reflections Pool Store.

### 2. Gift Card Restrictions:

- Card carries no value until activated. Card is a prepaid issued in United States Dollars only and is not a credit card or debit card and cannot be used as one. Card does not expire.
- Cards cannot be used towards Allegiant Air or other Allegiant Travel Company entities.
- Card may not be used for deposit, advance purchase or to secure or confirm a reservation.
- Cards cannot be reloaded; resold; exchanged for any other Card; used for payment outside of Eligible or used for unauthorized advertising, marketing, sweepstakes, promotional or commercial purposes.
- E-gift cards can only be re-sent to the recipient's email address that was used at time of purchase.
- You agree to not use Cards in any manner that is unlawful, misleading, deceptive, unfair, or otherwise harmful to Sunseeker or their respective customers. Sunseeker reserves the right, without notice to you, to void or deactivate Cards without a refund, suspend or terminate Cardholder accounts, request alternative forms of payment, suspend or terminate the ability to purchase Cards, cancel or limit orders, and bill alternative forms of payment if we suspect Cards were obtained, used, or associated with a Cardholder account unlawfully, fraudulently, or otherwise in violation of these Terms and Conditions.
- You may not redeem a Card if you are not the intended recipient. An example of when you are the intended recipient is if you received the Card as a gift. You are not the intended recipient if you fraudulently deceived the purchaser into giving or selling you a Card (even if they willingly do so at the time of transfer).
- Due to local regulatory restrictions, Cards may not be distributed to and/or within India.

### 3. Risk of Loss

- Neither Sunseeker nor any of its affiliates (collectively, the "**Company**") is responsible for any lost, stolen, damaged or destroyed Card, or if any Card is used without your permission.
- Lost gift cards can only be replaced if previously registered during purchase at <https://www.sunseekeresorts.com/gift-cards>. If a Card is lost, stolen, damaged, destroyed or used without your permission, you must immediately notify the Company by calling 1(833) 914-7300. Any value remaining on the registered Card, at time reported, will be returned to the registered owner on a new Card. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR CARD BEFORE YOU NOTIFY THE COMPANY.** You agree to give Sunseeker all reasonable information to help make a complete investigation of the loss, theft or unauthorized use of the Card.
- For physical Cards, risk of loss and title pass to the purchaser upon Sunseeker's delivery to the carrier. For electronic Cards, risk of loss and title pass to the purchaser upon electronic transmission to recipient. For the avoidance of doubt, such recipient may not always be the original purchaser.
- Cards must be obtained from Sunseeker or an authorized third party. Cards may not be purchased from an unauthorized third party as we cannot guarantee that they are legitimate. Sunseeker is not responsible for, and assumes no liability to you for, any unlawful conduct or fraud by any third party associated with any Card.

### 4. Customer Service

- To check card balance and for any questions, call the hotel at 1 (833) 914-7300.

### 5. Limitation of Liability

- TO THE FULL EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND MIFS' SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT CARD.

### 6. Choice of Law and Venue

- Any disputes arising out of or related to the Cards or these Terms and Conditions will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of Florida, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to the Cards or these Terms and Conditions may be filed only in the state or federal courts located in the State of Florida, United States.

### 7. General Terms

- Sunseeker reserves the right to institute additional security and verification procedures at the time of Card redemption for fraud prevention and regulatory compliance purposes.
- All Terms and Conditions are applicable to the extent permitted by law. If any of these Terms and Conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining Terms and Conditions.