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CANCELLATION UPGRADE

Terms & Conditions

CANCELLATION UPGRADE

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1 Introduction

Thank you for choosing GetYourGuide Cancellation Upgrade Service.

The GetYourGuide Cancellation Upgrade is an optional service that enables You to receive a Payout when you Cancel Activity or Activities purchased on the GetYourGuide Platform within a specific Cancellation Period before Scheduled Start Time.

Please note that the Cancellation Upgrade Service is a cancellation for any reason service and is **not an insurance product**.

Please read these terms of Your Cancellation Upgrade carefully, review Your Cancellation Upgrade Confirmation upon receipt and **notify Us immediately if any of the information in the Cancellation Upgrade Confirmation is incorrect**.

1.1 General Queries and Information

In case of any queries or if You are looking for further information on Your Cancellation Upgrade, the GetYourGuide Customer Services team is available to support 24/7 via any of the following channels.

Support by Email:

www.getyourguide.com/contact

Support by Phone:

US & Canada: +1 855 957 1272
International: +49 30 56839445

Support by WhatsApp (chat only):

English +49 151 23457858

2 Definitions

We try to keep it simple, certain words have a special meaning, and We define them in the section below.

Activity	Tours, activities, or experiences worldwide which are booked through the GetYourGuide platform, (collectively "Activity" or "Activities").
Booking	The booking of an Activity through the GetYourGuide Platform.
Cancel, Cancellation	The cancellation of a Ticket on the GetYourGuide platform; if a Booking contains more than one Ticket, you can cancel individual Ticket(s) of such Booking or the entire Booking (all the Tickets Booked).
Cancellation Period	The period of time before the Scheduled Start Time of Your Activity in which you can cancel a Ticket and receive a Payout under Your Cancellation Upgrade. This is set out in the Cancellation Upgrade Confirmation with "Service Start Time" and "Service End Time."
Cancellation Upgrade Confirmation	The PDF document attached to the e-mail sent to You by GetYourGuide which confirms your purchase of the Cancellation Service for the Activity You Booked.
GetYourGuide Platform	GetYourGuide's website, which can be accessed, among others, at the URLs www.getyourguide.de , www.getyourguide.com , all other country websites, and mobile apps and applications.
Payout	The amount You are entitled to receive under the Cancellation Upgrade if You Cancel a Ticket.
Scheduled Start Time	The scheduled start time of Your Activity as indicated in the Cancellation Upgrade Confirmation.
Service Fee	The amount You pay upfront for the Cancellation Upgrade.
Supplier	The local suppliers around the world that offer the Activities online on the GetYourGuide Platform.
Ticket(s)	The ticket(s) that is/are issued by GetYourGuide for an Activity together with booking confirmation.
Upgrade Contract	Your contract for the Cancellation Upgrade is comprised of these Terms of Service and the Cancellation Upgrade Confirmation you receive by email.
USA	The United States which consists of the countries of 50 states and the District of Colombia.
You, Your	The person named in the Cancellation Upgrade Confirmation as the purchaser of the GetYourGuide Cancellation Upgrade.

3 Cancellation and Payout process

3.1 Ticket Cancellation

To receive a **Payout**, You must cancel one or more Tickets on the GetYourGuide platform during the Cancellation Period as stated in the Cancellation Upgrade Confirmation you received.

You will be guided through the Cancellation process on the GetYourGuide platform.

No Payout will be made:

- a) if You Cancel a Ticket outside Your Cancellation Period;
- b) if you resell Your Tickets;
- c) if the Payout is prohibited under any applicable law or sanction regime.

By Cancelling a Ticket:

- a) You confirm that You and any other persons no longer wish to use the Ticket;
- b) You waive Your right to use the Ticket.

3.2 Payout

The Payout amount is stated in the Cancellation Upgrade Confirmation.

Please note that the Payout is a set amount. Any additional costs incurred for Cancelling a Ticket are not covered under this Cancellation Upgrade.

3.3 How do We process Your Payout?

Once You Cancel a Ticket(s) during the Cancellation Period, You will receive an e-mail from GetYourGuide with further information regarding how You will receive the Payout.

4 Customer Eligibility

4.1 Eligibility for purchasing the Service.

To be eligible to purchase a Cancellation Upgrade, you must fulfil the following conditions:

- d) You must book the Activity more than 24 hours but less than 120 days in advance of the Scheduled Start Time;
- e) You must have the legal capacity to use the booking services on the GetYourGuide Platform;
- f) You must book Your Activity on the GetYourGuide Platform while located within the USA;
- g) You must be always in possession of all underlying Ticket(s) for Your Activity and all underlying Ticket(s) must remain valid for the duration of the Cancellation Period.

We reserve the right to accept or reject Your application to purchase the Cancellation Upgrade at Our sole discretion. If Your application is rejected, You will be refunded the Service Fee.

If You make a Booking for more than one Ticket, You are issued with a separate Cancellation Upgrade Confirmation for each Ticket. The Cancellation Upgrade Confirmation contains the details for each separate Cancellation Upgrade you purchased.

5 Cancellation Upgrade Terms

5.1 Your right to withdraw from the Cancellation Upgrade

You may cancel this Upgrade Contract within 14 calendar days of receiving the Cancellation Upgrade Confirmation and receive a full refund of the Service Fee, provided that You have not yet requested a Payout. You can cancel Your Service Contract by contacting GetYourGuide Customer Services and requesting to cancel Your Upgrade Contract. The Cancellation of the Upgrade Contract does not affect the validity of Your Tickets.

You can contact GetYourGuide customer service;

Support by Email:

www.getyourguide.com/contact

Support by Phone:

US & Canada: +1 855 957 1272
International: +49 30 56839445

Support by WhatsApp (chat only):

English +49 151 23457858

5.2 Our right to cancel Your Cancellation Upgrade

If You deliberately provide **misleading or falsified information** about You or in relation to the Booking, the Tickets, or the Activity including but not limited to Your intention to resell the Tickets for Your Activity, You may **not be entitled to the Payout** and **We may have the right to cancel Your Cancellation Upgrade** when such misleading or falsified information changes the subject matter of the Service provided.

5.3 Changes to Your Booking

GetYourGuide allows You to make certain changes or modifications to Your Booking through the GetYourGuide Platform e.g., to reschedule Your Booking to a new time or date. Provided the price of Your Booking remains the same after the change to Your Booking, Your Cancellation Upgrade will remain valid for the rescheduled Activity.

If the change to Your Booking results in a change of the price of Your Booking, Your Cancellation Upgrade will cease and the Service Fee will be refunded to You.

5.4 Withdrawal in advance of the Cancellation Period

If you Cancel a Booking on the GetYourGuide Platform before the Cancellation Period begins, Your Cancellation Upgrade will be withdrawn and You will receive a full refund of the Service Fee.

5.5 Cancellation by Supplier

In the event your Activity is cancelled by the Supplier:

- a) more than 24 hours before the Scheduled Start Time of the Activity, Your Cancellation Upgrade will be withdrawn and you will receive your Service Fee back;

- b) within the 24 hours leading up to the Scheduled Start Time, Your Cancellation Upgrade will cease and you will not receive your Service Fee back. GetYourGuide's standard policy applies in this case.

5.6 Law & Dispute Resolution

Your Service Contract is governed by the laws of New York. Any dispute, controversy, or claim arising out of, or relating to, or in connection with Your Service Contract or these Terms and Conditions (and any subsequent amendments to either Your Service Contract or these Terms and Conditions), their valid conclusion, binding effect, interpretation, performance, breach, or termination, including tort claims (each a "Dispute") shall be resolved by final and binding arbitration, subject to the Arbitration Agreement below.

6 Arbitration agreement

Most concerns can be resolved quickly and to Your satisfaction by contacting Customer Services. In the unlikely event that GetYour Guide Customer Services is unable to answer Your query, it will be raised to AIAJ Services LLC. If AIAJ Services LLC, cannot resolve Your query or complaint to your satisfaction (or unable to resolve a dispute it has with You after attempting to do so informally), you and AIAJ Services LLC, each agree to resolve those complaints or disputes through binding arbitration in accordance with the terms of this agreement to arbitrate (the "Arbitration Agreement") instead of in courts of general jurisdiction to the fullest extent permitted by law.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

- a. AIAJ Services, LLC and You agree to arbitrate any and all Disputes, except any complaints and disputes which under governing law are not arbitrable. This Arbitration Agreement is intended to be broadly interpreted and to make all Disputes subject to arbitration to the fullest extent permitted by law.
- b. You agree that You and AIAJ Services, LLC are each waiving the right to a trial by jury and to participate in a class action with respect to any dispute.
- c. This Arbitration Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- d. This Arbitration Agreement shall survive termination of Your Service Contract or these Terms of Service and shall not be regarded as invalid, non-existent, or ineffective because Your Service Contract or these Terms of Service are determined, in whole or in part, to be invalid, or not to have come into existence, or to have become ineffective.
- e. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of a Dispute ("Arbitration Notice"). Any Arbitration Notice to AIAJ Services, LLC should be addressed to:

AIAJ Services LLC, C/O UAB Companion Distribution, Didžioji g. 18, Vilnius, Lithuania

(the "Arbitration Notice Address"). The Arbitration Notice must describe the nature and basis of the Dispute and set forth the specific relief You seek from AIAJ Services, LLC (the "Demand"). Please retain a copy of the Demand for Your records. If AIAJ Services, LLC and You do not reach an agreement, in writing, to resolve the Dispute within 30 days after the Arbitration Notice is received, You or AIAJ Services, LLC may commence an arbitration proceeding. For the avoidance of doubt, the Arbitration Notice Address is not the address for service of legal process.

- f. Upon AIAJ Services, LLC's receipt of the Arbitration Notice at the Arbitration Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee. If You are unable to pay this fee, AIAJ Services, LLC will pay it directly upon receiving a written request at the Arbitration Notice Address.

g. Any arbitration pursuant to this Arbitration Agreement shall be resolved by final and binding arbitration administered by either JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, www.adr.org), as selected by the party electing arbitration. Disputes will be resolved pursuant to this Arbitration Agreement and the selected arbitral institution's rules in effect when the Dispute is filed, except where those rules conflict with this Arbitration Agreement, which shall control in all events. Contact JAMS or AAA to begin an arbitration or for other information.

h. There shall be a sole arbitrator. The arbitrator shall be bound by the terms of this Agreement. The arbitrator shall have the power and authority to award any relief that would have been available in a court of competent jurisdiction, including equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, shall grant specific performance whenever possible. The arbitrator shall have no power or authority to alter this Arbitration Agreement or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section.

i. The seat of the arbitration shall be New York, New York. Unless AIAJ Services, LLC and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address.

j. If Your complaint is for \$10,000 or less, we agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the selected arbitral institution's rules. If Your complaint exceeds \$10,000, the right to a hearing will be determined by the selected arbitral institution's rules. Except as otherwise provided for herein, AIAJ Services, LLC will pay all of the selected arbitral institution's filing fees; however, the parties will be equally responsible for any arbitrator fees or other administration fees for any arbitration initiated in accordance with this Arbitration Agreement. If, however, the arbitrator finds that either the substance of any Dispute or the relief sought in a Demand brought by You is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the selected arbitral institution's rules. In such case, You agree to reimburse AIAJ Services, LLC for all monies previously disbursed by it that are otherwise Your obligation to pay under the selected arbitral institution's rules.

k. The arbitrator may make rulings and resolve complaints and disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the selected arbitral institution's rules.

l. During the arbitration, the amount of any settlement offer made by AIAJ Services, LLC or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or AIAJ Services, LLC is entitled.

m. Discovery and/or the exchange of non-privileged information relevant to any Dispute will be governed by the selected arbitral institution's rules.

n. You, and AIAJ Services LLC, agree that each may bring disputes against the other only in Your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both You and AIAJ Services LLC, agree otherwise, the arbitrator may not

consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (n) is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.