



GIFT CARD TERMS & CONDITIONS

The following Agreement describes the terms and conditions that apply to your Dream Away Gift Card. By using your Dream Away Gift Card, you agree to the terms of this agreement. Please keep a copy of this agreement for your records.

About Your Dream Away Gift Card

Your Dream Away Gift Card is issued to you by the Dream Away Lodge, Inc. The dollar value on your Dream Away Gift Card is a prepayment only for the goods and services at the Dream Away Lodge. No credit card, credit line, overdraft protection or deposit account is associated with a Dream Away Gift Card. Unless otherwise required by law or permitted by this agreement, any amount on your Dream Away Gift Card is nonrefundable and may not be redeemed for cash. No interest, dividends or any other earnings on funds deposited to a Dream Away Gift Card will accrue or be paid or credited to you by the Dream Away Lodge. The value associated with your Dream Away Gift Card is not insured by the Federal Deposit Insurance Corporation (FDIC). We reserve the right not to accept any Dream Away Gift Card or otherwise limit use of a Dream Away Gift Card if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

Purchasing Your Dream Away Gift Card

You can purchase a Dream Away Gift Card by downloading, completing and mailing the order form available on our website www.thedreamawaylodge.com or by calling us at (413) 623-8725. **The minimum and maximum amount that must be purchased on your Dream Away Gift Card is a) \$50 minimum for a regular Dream Away Gift Card, in increments of \$50 up to a maximum of \$1,500, and b) \$200 minimum for a Dream Away Dollars Gift Card, in increments of \$50 up to a maximum of \$1,350.** The Dream Away Lodge may change the maximum and minimum amounts at any time by notifying you at the point of sale, by phone when you call or on the Dream Away Lodge website, and such change shall not constitute an amendment to this agreement. Once the dollar value is loaded, the transaction cannot be reversed. You should receive your Dream Away Gift Card by mail within 10 business days.

Fees and Expiration of Card Balances

The Dream Away Lodge does not charge any fees for the issuance, activation or use of your Dream Away Gift Card. While we encourage all patrons to use the balance of their Dream Away Gift Card in the year in which it was purchased, your Dream Away Gift Card has no expiration date.

Receipts and Statements

Cardholders are not sent statements of itemized transactions or balances on their Dream Away Gift Card account. You can check the balance of your Dream Away Gift Card by visiting www.mercury-gift.com. You will need to have your Dream Away Gift Card available in order to access your account. When using your Dream Away Gift Card, you should keep your receipts and check your online balance to ensure it is correct.

Billing Errors, Corrections

We reserve the right to correct the balance of your Dream Away Gift Card account if we believe that a clerical, billing or accounting error occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your Dream Away Gift Card please call us at (413) 623-8725. We will conduct an investigation and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation. We shall have no liability for any billing error unless you provide us notice within 60 days of the date of the transaction in question. You should monitor your transactions and account balances closely.

Loss, Liability for Unauthorized Transactions

If your Dream Away Gift Card becomes lost, stolen or damaged, you should contact us immediately by calling (413) 623-8725. Your Dream Away Gift Card balance is only protected from the point in time you notify us that your Dream Away Gift Card is missing. We will freeze or cancel the remaining balance on your Dream Away Gift Card at the time you notify us and will load that remaining balance on a replacement Dream Away Gift Card.

Because your Dream Away Gift Card is used like cash for purchases from the Dream Away Lodge, you are responsible for all transactions associated with your Dream Away Gift Card, including unauthorized transactions. However, if your Dream Away Gift Card is lost, stolen or destroyed, the Card can be replaced with the balance remaining on it at the time of your call.

Privacy Statement

Your privacy is very important to you, and so it is to The Dream Away Lodge. Any information that you supply to us, including your name, address, e-mail address, or phone number, as well as other non-public information that you may include in your comments to us, is for our benefit only. The Dream Away Lodge does not trade, rent, or share your information with third parties.

For any specific questions or concerns regarding privacy information, please contact us.

Changes to This Agreement

We may amend the terms of this agreement at any time, including any rights or obligations you or we may have. If changes are made, we will post the terms to the modified agreement on our website. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised agreement to our website. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Dream Away Gifts Cards. You are deemed to accept the changes, additions or deletions if (1) you do not notify us to the contrary in writing within 20 days of the date of our notice or such other time specified in the notice, or (2) you use your Dream Away Gift Card after such notice period. If you do not accept the changes, additions or deletions, your Dream Away Gift Card will be cancelled and any amounts remaining on your Dream Away Gift Card will be refunded to you.

Cancellation of This Agreement

We may suspend or terminate this agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Dream Away Gift Card. If we terminate this agreement without cause, we will refund or issue credits equal to the balance held in your Dream Away Gift Card less any amounts that you may owe us.

Arbitration Rights

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this agreement.

Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us arising out of or relating to this Agreement or your use of the Dream Away Gift Card (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Arbitration Procedures

You must first present any claim or dispute to us by contacting The Dream Away Lodge to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") as modified by this agreement. The AAA Rules and information about arbitration and fees are available upon request from the AAA (call 1-800-778-7879) or online at adr.org. You and we agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in Berkshire County, Massachusetts, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying the AAA Rules applicable to large/complex cases, the arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the AAA Rules. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Costs of Arbitration

All administrative fees and expenses of an arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

Waiver of Punitive Damage Claims and Class Actions

By this Agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Governing Law – Massachusetts

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts notwithstanding any conflict of law rules.

Disclaimers and Limits of Liability

Dream Away, Inc. makes no representations, warranties or conditions of any kind, express or implied, with respect to the Dream Away Gift Card, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. The Dream Away Lodge does not represent or warrant that your Dream Away Gift Card will always be accessible or accepted.

In the event that The Dream Away Lodge is found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on your Dream Away Gift Card. The Dream Away Lodge shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall the Dream Away Lodge have any liability for unauthorized access to, or alteration, theft or destruction of a Dream Away Gift Card through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

The laws of certain states or other jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

Assignment

The Dream Away Lodge may assign all or part of this agreement without such assignment being considered a change to the agreement, and without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

Entire Agreement, Construction

This agreement is the complete and exclusive statement of agreement between you and the Dream Away Lodge, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

Inquiries or Questions

If you have any questions regarding this agreement or the Dream Away Gift Card, please call us at (413) 623-8725.