



www.match2play.com 

2076718385 

s.lopez@match2play.com 

Terms of Sale

By purchasing any Business Partner Offering, Product or participating in other available programs via the mobile application, you agree to the Terms of Use, including, without limitation, the Terms of Sale specified below.

(a) In General

Descriptions of the Business Partner Offerings and Products advertised on the mobile application are provided by the Business Partner or other referenced third parties. Match2Play does not investigate or vet Business Partners. Accordingly, match2Play is not responsible for any claims associated with the Business Partner Offerings or Products description. Pricing relating to specific Business Partner Offerings, Products, and other available programs on the app may change at any time at Match2Play's sole discretion without notice.

A Business Partner may advertise goods, services, or experiences on the mobile app, or concerning Products, supply products to Match2Play, that require Business Partner to have an up-to-date regulatory authorization, license, or certification. Match2Play does not verify, validate, or collect evidence of any regulatory authorization, license, or certification from any Business Partner (including, without limitation, Health & Fitness, Beauty & Spa Merchants, Day Care Facilities). Therefore, you should make whatever investigation you believe

necessary or appropriate before purchasing any Business Partner Offering or Product to determine whether: (i) Business Partner is qualified to provide the advertised good or perform the advertised service; or (ii) the Product is of the care and quality required. Business Partner is solely responsible for the care and quality of the goods and services being provided or the care and quality of the Products.



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Match2Play is not a health or wellness provider and does not, will not, and cannot refer, recommend, or endorse any specific professional services, products, or procedures advertised on the mobile application. The mobile application is not a substitute for professional advice, including, without limitation, medical advice, diagnosis, or treatment. Always seek the advice of your physician or another qualified health provider with any questions you may have regarding a health condition. Never neglect to seek out or delay or disregard professional advice relating to your health because of something you have read on the mobile application.

Match2Play's users should run a background check. Match2Play in sole discretion to verify a user's identity before allowing users to connect to other users or processing a purchase. Match2Play may also refuse to process a purchase, cancel a purchase, or may limit quantities, shipment to particular addresses, as reasonably deemed necessary, to comply with applicable law or to respond to a case of misrepresentation, fraud, or known or potential violations of the law or these Terms of Use. Refunds for canceled orders may be issued where appropriate.

If an offer becomes unavailable between ordering and processing, Match2Play will either cancel or not process the order and notify you by email.

Match2Play does not guarantee that it offers the best available rates or prices and does not guarantee against pricing errors. Match2Play reserves the right, in its sole discretion, to not process or to cancel any orders placed, including, without limitation, if the price was incorrectly on the mobile application. If this occurs, Match2Play will attempt to notify you by email. In addition, Match2Play reserves the right, in its sole discretion, to correct any error in the stated retail price of the Business Partner Offering or Product.

Match2Play standard refund policies are located here.

(b) Business Partner Offerings



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(i) Vouchers

Vouchers are distributed by Match2Play and are redeemable for certain goods, services, or experiences offered by, or facilitated through, the Business Partner identified on the Voucher. The Business Partner is solely responsible for redeeming the Voucher. Furthermore, the Business Partner is entirely and exclusively responsible for the care and quality of all goods and services it provides to you and for any and all injuries, illnesses, damages, claims, liabilities, and costs. ("Liabilities") it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or redemption of a Voucher or not.

You waive and release Match2Play and its subsidiaries, affiliates, partners, officers, directors, employees, and agents from any Liabilities arising from or related to any act or omission of a Business Partner in connection with your use of a Voucher or the goods, services or experiences a Business Partner provides in connection with the Voucher.

By purchasing, viewing the mobile application, accepting, using, or attempting to use any Voucher, you agree expressly to the terms on the Voucher and any additional deal-specific terms advertised in connection with and on the Voucher at the time of purchase, the Terms of Use and these Terms of Sale. These rules apply to all Vouchers that we make available unless otherwise disclosed of a particular Voucher, except as otherwise required by law. In the event of a conflict between these rules and the terms advertised in connection with and on the Voucher at the time of purchase, the terms advertised in connection with and on the Voucher at the time of purchase will control. Any attempt to redeem a Voucher in violation of these Terms of Use (including, without limitation, the Terms of Sale) will render the Voucher void.

The Business Partner is the sole issuer of the Voucher. Vouchers are not redeemable for cash unless required by law. Unauthorized or unlawful reproduction, resale, modification, or trade of Vouchers is prohibited. Pricing relating to certain Business Partner Offerings and Products on the mobile app may change at any time at Match2Play's discretion, without notice.



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Additional terms apply to special offers. A special offer is any Voucher other than a Coupon, ticket, a Local Pick-Up Voucher (described below), or a Voucher redeemable for ticketed events, or a Voucher redeemable for goods and services that have been scheduled for a specific date and time. A special offer has two separate values: (i) the amount paid ("Reserve Now") and (ii) the promotional value. The promotional value is the additional value beyond the amount paid. For example, if you pay \$3 for a special offer to secure a voucher of \$20 that entitles you to \$50 of goods, services, or experiences from a Business Partner, the amount paid is \$3 (this amount is not refunded). The promotional value is \$30 (this amount expires on the date stated on the Voucher unless expiration of the promotional value is prohibited by law). The Business Partner will receive the remaining amount when redeeming the Voucher. The Business Partner's discretion is to permit you to redeem the Voucher for at least the amount paid after the promotional value has expired. A special offer may not be combined with other offers, and no portion of its value is intended to cover tax or gratuity.

Additional terms for Tickets and Admission Vouchers.

Tickets and Admission Vouchers. Some Vouchers are redeemable for an admission ticket or may be used as a ticket for admission to a specific event at a named venue. Tickets and Admission Vouchers are final sale and non-refundable, subject to the Extraordinary Event Policy unless otherwise stated. Tickets and Admission Vouchers do not include any applicable gratuity. Unless a specific exception is made, Tickets and Admission Vouchers are not eligible for upgrades and are not transferable. Certain resale premiums and restrictions may apply. Tickets and Admission Vouchers obtained from unauthorized sources may be lost, stolen, or counterfeit, and if so, are void.

Venues and Events. Opening acts and individual performers are subject to change or cancellation at any time without notice or recourse by you. Venues may search you as a condition of admission and ban or restrict certain items from being brought to the event and impose other rules on ticket-holders. You agree to all such rules and conditions and waive any related claims that may arise in conjunction with their imposition or execution. A ticket is a



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revocable license, and admission may be refused to violate the venue's rules without refund or for any or no reason upon refunding the amount paid. You voluntarily assume all risks and danger incidental to any event for which any Tickets and Admission Vouchers are issued, whether occurring before, during, or after the event. You waive any claims for personal injury or death against Match2Play, the venue, the issuer of the Tickets and Admission Vouchers, their respective affiliates, agents, officers, directors, owners, and employees on behalf of yourself and any accompanying minor. You agree not to record or transmit or aid in recording or transmitting any description, account, picture, or reproduction of any event for which you purchase Tickets and Admission Vouchers. You agree that any event for which you purchase Tickets and Admission Vouchers is a public event. Your appearance and actions inside and outside the venue where the event occurs are public in nature and that you have no expectation of privacy with regard to your actions or conduct at the event.

(ii) Getaways

Getaways that you purchase through the mobile application are subject to the terms below:

1. **Getaways Flash Deals.** Getaways Flash Deal is a Match2Play-facilitated hotel or travel package named Business Partner available for purchase for a limited period of time ("Getaways Flash Deal"). Unless otherwise specified, a Getaways Flash Deal is non-transferrable. A Getaways Flash Deal may not be sold, auctioned, or bartered. Cancellations to Getaways Flash Deals may only be made through Groupon until the deadline specified in connection with the Getaways Flash Deal. Cancellations to any Getaways Flash Deal after the cancellation deadline and modifications to the traveler's name are at the discretion of the Business Partner and not Match2Play. Match2Play does not facilitate and is not liable for any special requests, which may be accommodated directly with the Business Partner prior to check-in at the Business Partner's discretion. Match2Play strongly encourages all travelers to obtain independent travel insurance. You agree to abide by any additional rules and restrictions that the Business Partner may require and violation of such additional rules and restrictions may result in additional charges and/or the cancellation of your Getaways Flash Deal.,

There are two types of Getaways Flash Deals:



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- A Getaways Voucher is a voucher for a specified length of stay and room type that may be booked for a pre-defined range of dates at a named Business Partner property ("Getaways Voucher"). The promotional value of a Getaways Voucher will EXPIRE on the book by the date specified on the face of the Getaways Voucher unless prohibited by law. The promotional value cannot be combined with other offers. Travel must be booked by the book-by-date by directly contacting the Business Partner, and all travel must be completed by the travel by date specified on the Getaways Voucher. Getaways Vouchers are not valid for existing reservations or for group bookings. Getaways Vouchers are not reloadable. Getaways Vouchers exclude all taxes and any other traveler costs, including, without limitation, travel insurance, incidentals, service charges, gratuities, or expenses due to special requests or add-ons.
- A Getaways booking is a travel reservation for a specific check-in date, length of stay, and room type at a named Business Partner property ("Getaways Bookings"). Getaways Bookings have no value once the check-in date has passed. Amounts displayed in the "Taxes and Fees" line include tax that Match2Play collects as an agent on behalf of the Business Partner. Such taxes are transferred to the Business Partner for payment to the appropriate taxing authority. In addition, the "Taxes and Fees" line may include a fee we charge and retain in exchange for the services we provide in facilitating your transaction with the Business Partner. Our service fees vary based on the amount and type of Getaways Bookings. Match2Play will apply tax to the service fee, where applicable. You may also incur other charges collected by Match2Play at checkout, which will be noted in the Getaways Flash Deal terms, such as, but not limited to, hotel resort fees, cleaning fees, parking fees, and/or pet fees. Unless otherwise specified, Getaways Bookings expressly exclude any other traveler costs including, without limitation, travel insurance, incidentals, service charges, gratuities, or expenses due to special requests or add-ons.

(iii) Business Partner Products

Through the mobile app, certain Business Partner allow you to purchase various products directly from the Business Partner. Business Partner's terms and conditions regarding shipping, delivery, and returns will vary by Business Partner and will be stated in the Business Partner's deal terms. Charges for delivery and applicable sales taxes will be added at checkout. Once you click the "Buy" button, Match2Play will notify the Business Partner of your requested order. However, your purchase is not complete until you receive an email from Match2Play and/or the



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Business Partner confirming whether the order has been accepted. Business Partner is solely responsible for all Business Partner Products purchased through the Site.

(iv) Coupons

Business Partner offer coupons to consumers throughout the mobile application. Coupons are subject to the terms and conditions as specified by the Business Partner. By obtaining or purchasing a Coupon through the Site, you acquire the right to redeem the Coupon with the Business Partner. Any service fee retained by Match2Play from the sale of a Coupon, if applicable, is compensation to Match2Play for marketing, promoting, advertising, and distributing the Coupons on behalf of the Business Partner. As the Coupon issuer, the Business Partner shall be fully responsible for any and all Liabilities, caused in whole or in part by the Business Partner, as well as for any Liabilities arising from any regulatory action. Coupons have no cash or residual value. Match2Play does not make any warranty in relation to the Coupons, including, without limitation, their validity and/or value. Match2Play is not a party to any transaction that you and the Business Partner may enter into due to you purchasing any Coupon.

(c) Products

Products that you purchase through the mobile application are subject to the terms below:

- When Products are delivered to the delivery address provided at checkout, risk of loss and legal title to those Products will transfer to the recipient (i.e., the Products will become the recipient's personal property).
- It is your responsibility to ascertain and obey all applicable local, state, provincial, territorial, federal, and international laws (including, without limitation, minimum age requirements) relating to the receipt, possession, use, and sale of any Product.
- Returns.
- Certain Products are final sales and may not be returned unless defective, as set forth the offer's deal terms.



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- Match2Play will issue a refund within 14 days after processing an adequately returned shipment for purchases that qualify for a refund. If stated, applicable shipping charges and restocking fees may be deducted from your refund.
 - We reserve the right to refuse to issue a refund and to recover the cost of the return delivery from you in the event that any Products you return: (i) are not eligible for a return, or the offer's deal terms, or (ii) are found to have suffered damage after delivery to you or have been misused or used other than by the Product directions or instructions.
 - Products shipped within the U.S. are subject to applicable taxes, customs, and duties depending on your country of residence and will be added at checkout.
 - Advertised prices may include shipping and delivery charges. If delivery charges are not included in the advertised price, such costs will be calculated and added at checkout.
 - Occasionally there may be an error or omission related to the pricing of advertised Products. We will use reasonable efforts to correct any pricing errors or omissions as soon as practicable after learning of them. We reserve the right to change, modify, substitute, suspend, or remove without notice any pricing information related to Products for sale. If there was a pricing error or omission and you have already purchased a Product: (i) if the actual price of the Product is less than the stated price at the time of purchase, we will charge you the lower price; or (ii) if the actual price of the Product is higher than the stated price, we will contact you and allow you the option to pay the correct (higher) price or cancel your order and receive a refund.
 - While we work to ensure that the product description and information on the mobile application are correct, we cannot guarantee that Product descriptions are accurate or complete. All information is provided for informational purposes only, and we encourage you to read all information presented on labels, warnings, and directions that accompany the Products before use. If a Product is not as described, your sole remedy is to return it to the Business Partner in unused condition.