

## **GROUPON INTERNATIONAL TRAVEL VOUCHER TERMS OF SALE – UNITED KINGDOM**

### **1. General Information**

1.1 These Terms of Sale apply to every Voucher you purchase from Groupon.

1.2 Groupon means Groupon International Travel GmbH, a Swiss company, with its registered office at c/o Bovadis Partner Treuhand AG, Herrenacker 15, 8200, Schaffhausen, Switzerland. Groupon's registration number is CH-180.110.104 and its VAT number is CHE-349.386.564.

1.3 Voucher means an instrument, in either physical or electronic form, which entitles the holder of such Voucher (the "Voucher Holder") to receive the Merchant Offering from the Merchant during the period of time stated on the Voucher (the "Redemption Period").

1.4 The Merchant Offering shall mean the goods and/or services to be supplied and/or provided by the Merchant to the Voucher Holder, as specified on Groupon's Site and on the Voucher.

1.5 The Merchant is a third party unrelated to Groupon that sells, supplies and/or provides the Merchant Offering. Groupon does not sell, supply and/or provide the Merchant Offering. It only sells and supplies the Voucher. Where the Voucher is for a Travel Package, Groupon acts as a retailer.

1.6 These Terms of Sale were last updated on 14.03.2023. Groupon reserves the right to unilaterally amend these Terms of Sale at any time. Amended Terms of Sale will be posted on-line from the date changes become effective. You will be bound only to the version of the Terms of Sale you agreed to at the time you purchase a Voucher.

### **2. Purchase of a Voucher**

2.1 You must be at least 18 years old to purchase a Voucher. Before you can make a purchase you need to register and create an account with Groupon.

2.2 By clicking on the "Buy Now" button you submit an offer to Groupon to buy the Voucher. However, the purchase of the Voucher is not complete until you receive an email from Groupon confirming acceptance of your offer. Groupon expressly reserves the right to reject your offer. In addition, even if Groupon has accepted your offer (meaning that the Voucher becomes void), it can cancel the contract at any time if it reasonably suspects that you have committed or that you may be committing any fraud against Groupon, an affiliated third party of Groupon or the Merchant.

2.3 The Merchant may have its own terms and conditions applicable to the sale, supply and/or provision of the Merchant Offering.

### **3. Redemption of a Voucher**

3.1 Unless expressly stated otherwise:

- (a) the Voucher can only be redeemed once;
- (b) the Voucher can only be redeemed with the Merchant and not with Groupon;
- (c) the Voucher is valid for one person only; and

(d) you must follow the redemption instructions associated with the Voucher when you redeem the Voucher with the Merchant.

3.2 All Vouchers sold by Groupon are single-purpose Vouchers which can only be redeemed with the Merchant.

3.3 In order to redeem a Voucher you must present it to the Merchant within the Redemption Period. If you do not redeem the Voucher within the Redemption Period, the Voucher expires automatically, after which it cannot be redeemed anymore and you are not entitled to any reimbursement or compensation.

3.4 In the event that a Merchant Offering on the Groupon Site is a "Direct Checkout" deal, Groupon will collect your shipping details at the time of purchase. Groupon will then pass these details to the Merchant on your behalf. The Merchant will then process the redemption of your Voucher and dispatch the Merchant Offering to you.

3.5 Unless expressly stated otherwise, the Voucher does not entitle the Voucher Holder to receive the Merchant Offering at a specific time. You are strongly recommended to contact the Merchant at an early stage after purchasing the Voucher. Doing so will give you the best chance of securing your preferred time for the supply and/or provision of the Merchant Offering. Groupon cannot influence the supply and/or provision of the Merchant Offering.

3.6 If you redeem the Voucher for goods and/or services other than the Merchant Offering, you will not be entitled to a credit, cash refund or new Voucher for the difference between the value of the Merchant Offering and the actual value of the goods and/or services supplied and/or provided by the Merchant to you.

3.7 Vouchers are redeemable in their entirety only. They may not be redeemed partially or incrementally. If, for whatever reason, you redeem the Voucher with a Merchant for less than the original (un-discounted) value of the Merchant Offering, you are not entitled to a credit, cash refund or new Voucher for the difference between the original (un-discounted) value and the redeemed value.

3.8 On behalf of the Merchant, Groupon may collect booking fees or other costs associated with the purchase and/or redemption of a Voucher. All such fees or costs (if any) will be communicated to you before you purchase the Voucher.

3.9 In the event that a Merchant cannot supply and/or provide the Merchant Offering as described for unforeseen reasons, Groupon will notify you as soon as possible by email. Groupon will offer you either a new voucher with comparable benefits (if available) or the repayment of the purchase price of the Voucher. Where the Merchant Offering is a Travel Package (as defined in Section 8.1 below) and the Merchant makes a significant change to or is unable to perform one or more of the essential characteristics of the Travel Package, the Merchant will inform you of such change without undue delay. You may be offered an alternative Travel Package of at least comparable quality to the Merchant Offering (or a suitable price reduction if the alternative Travel Package is of lesser quality) or you will otherwise have the right to terminate the Travel Package free of charge and obtain a refund. The Merchant will advise you of your rights in this situation. If you do not inform the Merchant of your decision within a reasonable period of time specified by the Merchant, the Travel Package will automatically terminate at the end of that period.

#### **4. Use of a Voucher**

4.1 Any purchase of a Voucher is for your non-commercial, personal use only (although you may give the Voucher to someone else for their non-commercial, personal use). The reproduction of a Voucher is prohibited. The commercial trade of a Voucher is prohibited.

4.2 Your Voucher is solely your responsibility. Neither Groupon nor the Merchant are responsible for lost or stolen Vouchers or for retrieving Voucher reference numbers or Voucher security codes.

4.3 You promise not to provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase or use of a Voucher, or allow anyone else to do so.

4.4 Any attempt to redeem a Voucher contrary to these Terms of Sale may render a Voucher void at Groupon's discretion.

## **5. Cancellation (and exceptions), Refunds and Problems**

5.1 If your Voucher is for a specific date or period, your purchase is final and you do not have the right to withdraw.

5.2 For Vouchers other than those mentioned in Section 5.1 above you have a statutory right to withdraw from your purchase of the Voucher by contacting the customer service team within 14 days after the day you receive the confirmation email (the "Voucher Cancellation Period". However, if you redeem the Voucher, you expressly request Groupon to begin providing the services to you, and you acknowledge that you lose your right to cancel the purchase of the Voucher. Since Groupon is not responsible for the supply or provision of the Merchant Offering, once your Voucher is redeemed Groupon has completed its services to you in full. Please note that, for the avoidance of doubt, this section also applies to all "Direct Checkout" deals.

5.3 If you want to cancel your purchase of a Voucher you can do so in any of the following ways:

- by filling out and submitting the cancellation form [online](#); or
- by contacting us at [http://www.groupon.co.uk/customer\\_support](http://www.groupon.co.uk/customer_support).

5.4 If you cancel your purchase of the Voucher in accordance with section 5.2 above, Groupon will refund you for all payments made as part of your purchase within 14 calendar days from the day on which you informed Groupon about your cancellation.

5.5 Where the Merchant Offering consists of a Travel Package, sections 5.1 and 5.2 do not affect your statutory right to:

- cancel the Travel Package at any time before the start of the Travel Package subject to the payment of a cancellation fee indicated in the deal description. In the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of your Travel Package (for example, natural disasters or acts of terrorism), cancellation fees will not apply and you will be entitled to a full refund of any payments made for the Voucher for that Travel Package, but will not be entitled to any additional compensation.
- transfer the Travel Package to another individual by notifying the Merchant at least seven days prior to the start of the Travel Package. The Merchant may refuse such a transfer where the nominated individual does not satisfy the conditions applicable to the Travel Package. You will be jointly and severally liable with the other individual for any outstanding payments in respect of the Travel Package, as well as any additional fees that may apply to the transfer, which will be notified to you in advance.

5.6 If you redeem your Voucher, but the Merchant has not properly provided you with the Merchant Offering, or if you have a complaint regarding the provision of the Merchant Offering, you must take action against the Merchant directly. This is because the Merchant, and not Groupon, is responsible for the supply and/or provision of the Merchant Offering. Groupon only sells and supplies the Voucher. However, if you and the Merchant cannot agree on how to resolve the complaint, Groupon may, upon your request, try to help resolve the issue between you and the Merchant. Notwithstanding the above, if Groupon receives any messages, requests or complaints in relation to Travel Packages, Groupon will forward these to the Merchant without undue delay.

5.7 Unless you expressly inform Groupon in advance not to, any refund in cash will be refunded to you via your original method of payment. If your original method of payment has been cancelled, expired or has otherwise changed, you must inform the customer support team immediately at [http://www.groupon.co.uk/customer\\_support](http://www.groupon.co.uk/customer_support). If you fail to do this and you are refunded to your original method of payment, you may need to coordinate with your bank or your payment services provider to obtain your refund. Groupon will not provide more than one refund.

5.8 You have 30 days from the date you receive the refund to reject it. If you do not reject the refund during these 30 days, the refund shall be in full and final settlement of any and all claims you may have against Groupon related to, arising out of, or connected to that Voucher.

## **6. Responsibility for the Merchant Offering**

6.1 Please note that the Merchant, and not Groupon, is:

6.1.1 the seller, supplier and/or provider of the Merchant Offering;

6.1.2 the party who enters into a contract with the Voucher Holder when the Voucher is redeemed; and

6.1.3 solely responsible for providing the Voucher Holder with the Merchant Offering and for the Merchant Offering itself.

## **7. Groupon's Standards of Services and Liability**

7.1 Groupon promises that:

7.1.1 it will exercise reasonable care and skill in performing its obligations under these Terms of Sale;

7.1.2 the Vouchers are of satisfactory quality and fit for their purpose; and

7.1.3 it shall not contravene the requirements of fairness or professional diligence in what it does.

7.2 Groupon is always liable for: (a) death and personal injury caused by Groupon's negligence; (b) fraud or fraudulent misrepresentation made by itself; or (c) any breach by it of the promises in section 7.1 above or any other implied contractual terms that cannot be excluded or limited under applicable law.

7.3 Other than as set out in section 7.2 above, Groupon is not liable for any losses not caused by its breach or any other losses or damages you may suffer, including any indirect losses.

7.4 Groupon does not promise the completeness, fitness for purpose or legality of the Merchant Offering. Groupon is not responsible for the quality, safety, usability or any other aspect of the

Merchant Offering. Any claim by a Voucher Holder relating to the Merchant Offering should be brought by you against the Merchant.

7.5 Groupon is not liable for any breach of an obligation under these Terms of Sale where it is hindered or prevented from carrying out its obligations by any cause outside of its reasonable control.

7.6 Other than the liability arising under section 7.2, which is unlimited, Groupon's total liability to you will in no circumstances exceed the amount of 200% the purchase price of the Voucher.

7.7 In certain countries applicable law does not allow some or all of the exclusions and/or limitations set out in this section 7. If these laws apply to you, some or all of the above exclusions and/or limitations may not apply to you and you may have additional rights.

## **8. Vouchers for Travel Packages**

8.1 Where a Voucher relates to a Merchant Offering which is a combination of travel services (for example, a flight and accommodation) offered as a package within the meaning of the "Package Travel Directive" (meaning Directive (EU) 2015/2302, any national implementing laws, regulations and secondary legislation, as amended from time to time) ("Travel Package"), you will benefit from all EU rights applying to Travel Packages.

8.2 Where the Merchant Offering consists of a Travel Package:

8.2.1 The Merchant, as the organiser within the meaning of the Package Travel Directive, will be fully responsible for the proper performance of the Travel Package and will provide assistance in the event of any issues with the performance thereof, which you must communicate to the Merchant and/or Groupon without undue delay.

8.2.2 Additionally, as required by law, the Merchant will have protection in place to refund any payments you have made (including the cost of the Voucher and any additional charges) and, where transport is included in the Travel Package, to ensure your repatriation in the event that it becomes insolvent and are no longer able to perform the relevant travel services as a result of the insolvency. Further detail on the insolvency protection provided with a particular Merchant Offering will be included in the deal description.

8.2.3 In the event of any significant changes to one or more essential elements of the Travel Package, the Merchant will inform you without undue delay of such changes, any impact on the price of the Travel Package, your rights to accept the proposed change or terminate the Travel Package within a specified time period in accordance with section 3.9 above, and the consequences of any failure to respond.

## **9. Groupon's Site**

Groupon's Site (the "Site") means the Internet website, mobile applications, electronic communications or services, or any location at which you can purchase a Voucher from Groupon. You can find more information about the terms of use of the Site, which are expressly incorporated into these Terms of Sale, [here](#).

## **10. Miscellaneous**

10.1 If you breach these Terms of Sale and Groupon takes no action against you this does not mean that Groupon has waived its rights and remedies with regard to your breach. Groupon may

still take action or exercise its rights and remedies for that action, or any other situation, where you breach your obligations under these Terms of Sale.

10.2 Unless otherwise stated within these Terms of Sale, notices to be given to either party shall be in writing and shall be delivered by electronic mail (other than if you are sending a notice to Groupon for the purpose of legal process) or by pre-paid post. Any notice Groupon sends to you will be to the address you supplied to Groupon when you registered for your Groupon account. You can send any notice to Groupon electronically through [https://www.groupon.co.uk/customer\\_support](https://www.groupon.co.uk/customer_support).

10.3 If any provision of these Terms of Sale should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms of Sale are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.

10.4 If you have an issue with your Voucher you can contact our customer service team via [http://www.groupon.co.uk/customer\\_support](http://www.groupon.co.uk/customer_support).

10.5 If you have a dispute with Groupon regarding your Voucher and you are unable to resolve this dispute by contacting our customer service team, you have the option of submitting your claim via the EU's Online Dispute Resolution (ODR) platform managed by the European Commission. This is available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

10.6 We will do our best to resolve any disputes about these Terms of Sale. If you wish to bring a legal claim against us, you must do so within the United Kingdom (and English courts shall have the exclusive jurisdiction for your legal claim). If you live in England and Wales, the laws of England shall apply; if you live in Scotland, then Scottish law shall apply; if you live in Northern Ireland, then Northern Irish law shall apply. The previous sentence applies to all non-contractual relationships between you and us.