

Reservation Terms of Sale

This document sets out the reservation terms and conditions of sale for the use of the Services of Groupon International Travel GmbH (the "Terms of Sale"). It is not possible to use the Services (including making a Reservation or a Purchase) without agreeing to these Terms of Sale. Please note that these Terms of Sale do NOT apply to the purchase of any item on the marketplace other than Accommodation, as such purchases have their own applicable terms of sale.

1. Basic Information about these Terms of Sale

1.1. Groupon International Travel GmbH: Groupon International Travel GmbH is a company registered in Switzerland under number CHE-180-110.104 with registered office at c/o Bovadis Partner Treuhand AG, Herrenacker 15, 8200 Schaffhausen, Switzerland (whom we refer to as "Groupon Travel", "us", "we" or "our"). Our VAT number is CHE-349.386.564 MWST.

1.2. Groupon Travel and Suppliers: For any Reservation and any subsequent Purchase we act as an agent for the Supplier. The Accommodation featured on the Groupon International Site does not constitute an offer by us to sell any such Accommodation, but represents an invitation to you to make an offer to our Suppliers. We are free to accept that offer on behalf of those Suppliers or to reject it. This means that the contract for the Accommodation is between you and the Supplier, and Groupon will conclude the contract on behalf of, and as agent for, the Supplier in all cases. It is the Supplier (or where relevant, the Supplier's principal) who is legally responsible for providing your Accommodation to you. As an agent, we are never legally responsible for the supply of your Accommodation. Where your Purchase is for a Travel Package, Groupon will act as a retailer. We say more about this below.

1.3. What are these Terms of Sale? Please read these Terms of Sale carefully as they apply to your use of the Services, any Reservations, any Purchase and any Accommodation (or otherwise). We will not allow you to make any Reservation or Purchase unless you have confirmed that you have read and accepted these Terms of Sale. Suppliers will have their own applicable terms and conditions that will apply to your Reservation and any subsequent Purchase. These Terms of Sale are subject to any relevant Supplier's terms and conditions and you agree to abide by those terms and conditions when making a Reservation and any subsequent Purchase. In the event there is a conflict between these Terms of Sale and any Supplier terms and conditions, the Supplier's terms and conditions shall take precedence and prevail over these Terms of Sale to the extent of any conflict.

1.4. The Groupon International Site: Our corporate affiliate Groupon International Limited in Ireland ("Groupon International") is operating the web and mobile sites and newsletter services where we feature Accommodations and Reservations. For Groupon International's Terms of Use, take a look [here](#). Groupon Travel is one of a number of sellers operating on the Groupon International Site. If you interact with the Groupon International Site in any way, you will likely see references to a number of companies in the Groupon group of companies ("Groupon Group"). Depending on what you purchase from the Groupon International Site there will likely be several contracts with different companies in the Groupon Group relevant to you. These Terms of Sale only apply in respect of your use of our Services. If you would like to learn more about all of the different legal relationships you may have when you visit the Groupon International Site, visit Groupon International's FAQ [here](#).

1.5. Privacy Practices: When you make a Reservation or Purchase through Groupon Travel you agree that we will collect, process and use information about you as described in our [Privacy Statement](#).

1.6. These Terms of Sale: You accept these Terms of Sale when you use our Services (including making a Reservation or a Purchase). When we send you an email confirming your

Reservation a contract is formed between you and us, which is governed by these Terms of Sale.

1.7. Your legal rights: As a consumer, nothing in these Terms of Sale affects your legal rights. Advice about your legal rights is available at your local Citizens' Advice Bureau or Trading Standards office.

1.8. Updates to these Terms of Sale: These Terms of Sale were most recently updated on 14.03.2023. We reserve the right to amend these Terms of Sale at any time and amended Terms of Sale will be posted online from the date the amendments become effective. Any amendments to these Terms of Sale made after you have received your Reservation confirmation email will not apply to you in respect of that Reservation and any subsequent Purchase relating to such Reservation.

1.9. Definitions: In these Terms of Sale, various defined terms will be used. You will know they are defined because they begin with a capital letter. Defined terms are defined throughout these Terms of Sale and in Clause 11.

2. Your Obligations under these Terms of Sale

2.1. Minimum age: Only individuals who are at least 18 years of age or older may Reserve or Purchase. By making a Reservation or Purchase you confirm that you are at least 18 years of age or older.

2.2. Accurate information and disclosures: You understand and agree that Groupon Travel and any Supplier reserves the right to cancel your Purchase at any time for any failure by you to disclose any and all relevant information, whether about yourself or other individuals for whom you Reserve, as required under these Terms of Sale. You warrant that:

2.2.1. all information provided by you to us arising out of or in connection with these Terms of Sale is true, complete and accurate;

2.2.2. you will promptly inform us of any changes in respect of the accuracy of the information you have provided to us;

2.2.3. you recognise and agree that it is your responsibility to disclose facts about yourself and individuals for whom you Reserve that may affect your (or their) ability to travel, such as any criminal offences and previous deportations from the destination(s) that you are travelling to;

2.2.4. if you or any individual for whom you Reserve wishes to travel to a jurisdiction (including the USA) that requires declaration of criminal records and you or any individual for whom you Reserve has any criminal records, including driving offences, that you will declare such records at the time of Reservation; and

2.2.5. you are aware of all rules regarding the entrance to a territory or country to which you are travelling (as well as those on whose behalf you Reserved), including any passport restrictions and requirements (such as blank passport pages or passport validity); you do not have a criminal record that would prevent you from travelling to that territory or country; and you meet the appropriate visa, vaccination, administrative and sanitation requirements. Groupon Travel shall not be responsible if you are denied entrance to the territory or country of your Accommodation for failing to disclose any of the above. Further, should you be so denied, you are not entitled to a refund in any amount.

2.3. Reserving for others: If you Reserve for individuals other than yourself, you represent that you are authorised to make such a Reservation on behalf of such individuals and that all individuals in the Reservation (and their personal representatives) have agreed to be bound by these Terms of Sale.

2.4. Behaviour: You undertake not to behave in a way that may cause distress, annoyance or may create the risk of danger to other individuals and/or damage to property during your use of the Accommodation. If at any time from departure until your return you (or any individual for whom you Reserve) are arrested or prevented from travelling at the discretion of a Supplier, or if you are evicted from your Accommodation at the discretion of a Supplier, we will not refund, on behalf of the Supplier, any portion of the purchase price of your Accommodation that you are unable to use as a result of your behaviour (or the behaviour of any individual for whom you Reserve). You agree to pay us for any losses, liabilities, damages or costs incurred by us arising out of any claims or legal proceedings which are brought or threatened against us by any person arising from or in connection with your behaviour (or the behaviour of any individual for whom you Reserve) under these Terms of Sale.

2.5. Fraud: If either we or a Supplier are notified or become aware of any suspected or actual fraud or illegal activity associated with any payments made in respect of a Reservation or a Purchase, we reserve the right within our sole discretion to cancel your Reservation or Purchase with immediate effect and without any compensation owed to you. Such right to cancel shall apply in addition to any other rights we may have against you.

3. Reserving Accommodation

3.1. Making a Reservation: Subject to availability, you can make a Reservation online, through the Groupon International Site. To Reserve you must select the Accommodation you would like to purchase, select your room type and travel dates, click "Book!", enter your email address and other personal information that we need so that you may login to your account or create an account, agree to these Reservation Terms of Sale and click "Complete Order". Upon successful completion of these steps you will see a page on the Groupon International Site acknowledging our receipt of your Reservation.

3.2. Accepting your Reservation: We reserve the right to determine, within our sole discretion, whether to accept your Reservation. Your Reservation is not accepted by us until (and unless) you are informed that your Reservation has been accepted. If we reject your Reservation we will let you know and no payment will be taken from you. If we accept your Reservation, we will send you a Reservation confirmation email confirming your Accommodation. It is at this point – our sending of the Reservation confirmation email – that we accept your Reservation and a contract between you and us is formed. We will take payment shortly thereafter.

3.3. Checking your Reservation confirmation: It is important that you check the details on the Reservation confirmation email when you receive it. In the event of any discrepancy between your Reservation and the Reservation confirmation email, or if you do not receive the Reservation confirmation email within 24 hours of making the Reservation, please contact us immediately through https://www.groupon.co.uk/customer_support.

3.4. Your contract for the supply of Accommodation: Please note that it is the Supplier who is legally responsible for supplying you the Accommodation (though we remain responsible for what we set out in these Terms of Sale). As an agent, we are not legally responsible for the provision of your Accommodation, which will be supplied by the Supplier to you, under a contract between you and the Supplier. You agree and understand that by Reserving, the actual supply of your Accommodation (which is not what these Terms of Sale are about) will be under the terms and conditions of a Supplier.

4. Pricing

4.1. **Whom you pay:** All payments made by you for Accommodation will be taken by us, on behalf of Supplier, shortly after we confirm acceptance of your Reservation by sending you your Reservation confirmation email (as set out above).

4.2. **Final price:** We reserve the right to alter the prices of any Accommodation prior to Reservation. You will be advised of the current price of any Accommodation before you Reserve. This price may be different to the price originally represented to you on the Groupon International Site.

4.3. **Pricing errors:** In certain instances we may make a mistake and there may be errors in pricing when you Reserve. If we have made an error (whether it is human, technical or otherwise), we reserve the right to offer you the option of re-making a Reservation at the correct price or refunding you in full.

4.4. **Taxes:** In certain countries there may be taxes, levies, imposts, duties, fees, assessments, or other charges (collectively, "Taxes") levied by local authorities. Applicable Taxes for your Reservation will be set out to you prior to Reservation, including in the fine print or elsewhere on the Groupon International Site. Please note that you shall be solely and exclusively liable and responsible for paying all such Taxes.

4.5. **Added Extras:** You are advised that during and throughout your use of the Accommodation added extras may be available for you to purchase. Such added extras may include meals at your hotel, internet at your hotel, etc. ("Added Extras"). To the extent you did not purchase such Added Extras through us, any Added Extras will be your sole financial liability and the responsibility for the provision of these Added Extras lies with the supplier of such Added Extras (including any Supplier). Groupon Travel shall have no liability or responsibility in the provision, fulfilment, enjoyment, supply or otherwise of any Added Extras.

4.6. **Post-Reservation price revision for Accommodation:** Subject to Clause 5, Groupon Travel will not change the price of your Accommodation after we have sent you a Reservation confirmation email.

4.7. **Refunds:** In the event you receive a refund (in whole or in part), you will be refunded via your original method of payment. Where you are given a refund, you have 30 days from the date you receive the refund to reject it. If you do not reject the refund during this time, the refund is always in full and final settlement of any and all claims you may have against Groupon Travel related to, arising out of, or connected with, the Services, the Reservation or Purchase in respect of which you were refunded.

5. Changes and cancellations

5.1. **Right to withdraw:** As you make your Reservation for a specific date your Purchase is final and you do not have the right to withdraw.

5.2. If you change your details:

5.2.1. If your Purchase is for a Travel Package, you may transfer the Travel Package to another individual by changing the name on the Purchase at least seven days prior to the start of the Travel Package. The Supplier may refuse such a name change request where the named individual does not satisfy the conditions applicable to the Purchase. You will be jointly and severally liable with the named individual for payment of the Travel Package, as well as any additional fees that may apply to the transfer, which will be notified to you in advance.

5.2.2. If your Purchase is not for a Travel Package, Groupon Travel may not be able to change the name of individuals or any other details of your Purchase. Whether we agree to such a request is solely within our discretion. If we are unable to change a name or any other details on your Purchase then you may need to cancel and re-Purchase, subject to availability (and incur any associated costs in respect of such cancellation). Please see what we say about such cancellations in Clause 5.3 below. If you would like to inquire about changing the details of your Purchase, please contact us through https://www.groupon.co.uk/customer_support.

5.3. If you cancel your Accommodation:

5.3.1. Please note that your Purchase is cancellable, free of charge, until the cancellation date (if there is a cancellation date). You will see the cancellation date as part of the general restrictions of the Accommodation. The cancellation date will also be available in your Reservation confirmation email.

5.3.2. Once the cancellation date has passed, your Purchase is non-refundable and non-cancellable, unless your Purchase is for a Travel Package. If your Purchase is for a Travel Package you may cancel your Purchase at any time before the beginning of the Travel Package subject to the payment of a cancellation fee indicated in the description of your Accommodation. Such cancellation fee will not apply in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the Supplier's delivery of the Travel Package or the carriage of passengers to the destination (for example, natural disasters or acts of terrorism). In this case you will be entitled to a full refund of any payments made for that Travel Package, but you will not be entitled to any additional compensation.

5.3.3. If the reason for cancellation is covered under the terms of an insurance policy you have taken out in respect of your Purchase, you may be able to reclaim any charges we may charge you for your cancellation under that insurance policy. If you would like to discuss cancellation, contact us through https://www.groupon.co.uk/customer_support.

5.4. If a Supplier changes your Accommodation Occasionally, a Supplier may have to make a change to your Purchase. We or the Supplier will advise you of all such changes as soon as reasonably possible setting out the details of your updated Purchase and Accommodation. We accept no responsibility or liability for any such change as we are not the Supplier. Where a Purchase relates to a Travel Package and the Supplier makes a significant change to or is unable to perform one or more of the essential elements of the Travel Package, the Supplier will inform you of such change without undue delay. You may be offered an alternative Travel Package of equivalent or higher quality (or a suitable price reduction if the alternative Travel Package is of lesser quality) or you will otherwise have the right to cancel the Travel Package free of charge and obtain a refund. The Supplier will advise you of your rights in this situation. If you do not inform the Supplier of your decision within a reasonable period of time specified by the Supplier, the Travel Package will automatically terminate at the end of that period.

5.5. If a Supplier cancels your Accommodation: We reserve the right to cancel and refund your Purchase for any reason and without any additional compensation being owed if the cancellation is due to reasons of Force Majeure, any other unavoidable and extraordinary circumstance, or failure by you to pay the full cost of your Accommodation or otherwise in accordance with the terms of these Terms of Sale.

6. Standards of Care

6.1. We warrant that we:

6.1.1. will exercise reasonable skill and care in the performance of our obligations under these Terms of Sale;

6.1.2. are authorised to make available the Services offered through authorised websites; and

6.1.3. will not contravene the requirements of professional diligence in what we do.

7. Limitation of Liability

7.1. Limitation of liability: This Clause 7 takes precedence over all other Clauses in these Terms of Sale (except for Clause 1.7, to which it is subject) and sets out the entire liability of Groupon Travel in respect of any cause of action that arises under or in connection with these Terms of Sale, including the performance, non-performance, purported performance or delay in performance of our obligations under these Terms of Sale or the Service or any supply of an Accommodation (or any part of it or them).

7.2. Where we are liable: Nothing in these Terms of Sale shall exclude or limit our liability for any liability for (i) death or personal injury; (ii) any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; (iii) fraud; (iv) fraudulent misrepresentation; or (v) any liability which cannot be excluded or limited by applicable law.

7.3. No liability for Suppliers where we act as agent: Where we act as an agent for Suppliers, our responsibility to you is to select Suppliers with reasonable skill and care. To the extent (i) we have acted with reasonable skill and care in selecting the Supplier(s) and (ii) as permitted by applicable law, we exclude all responsibility and/or liability for the provision of your Accommodation or any acts or omissions of the Supplier. This is because the legal contract and legal responsibility for the supply of your Accommodation is between you and the Supplier (and not Groupon Travel).

7.4. Where we are not liable: Except for what we have said in this Clause 7 and Clause 1.7, we will not be liable where any failure in our performance of these Terms of Sale is:

7.4.1. attributable to you;

7.4.2. attributable to Supplier;

7.4.3. attributable to the failure of a third party unconnected with the provision of the Accommodation and where the failure is an event of Force Majeure; or

7.4.4. attributable to an event of Force Majeure that prevents us from performing under these Terms of Sale.

7.5. Limitation of liability in respect of our Services: We exclude and limit our liability for any liability in respect of any Services we provide which can be excluded at law and shall not be liable for:

7.5.1. loss of revenue;

7.5.2. loss of actual or anticipated profits;

7.5.3. loss of contracts;

7.5.4. loss of the use of money;

- 7.5.5. loss of anticipated savings;
- 7.5.6. loss of business;
- 7.5.7. loss of opportunity;
- 7.5.8. loss of goodwill;
- 7.5.9. loss of reputation;
- 7.5.10. loss of, damage to or corruption of data; and
- 7.5.11. indirect or consequential loss.

We understand the words "consequential loss" to mean "consequential losses whether those losses are foreseeable, known, foreseen or otherwise".

7.6. Total Limit: Where we are found to be liable, liability shall be limited to a maximum of twice the amount of your Purchase.

8. Complaints

8.1. If you have a problem with your Accommodation you should immediately bring it to the attention of the Supplier of your Accommodation (for example the resort representative, hotel manager, etc.) who will assist you to resolve the complaint. If your complaint is not resolved locally, you should contact us and let us know the problem.

8.2. We will use our reasonable endeavours to provide all such prompt assistance as is reasonable in the circumstances and within our ability to provide, including forwarding any messages, requests or complaints to the Supplier without undue delay. If you cannot make a call, please contact us through https://www.groupon.co.uk/customer_support and provide us with a number and time at which we can call you in order to attempt to assist.

8.3. If your complaint remains unresolved after informing the Supplier and calling us (at the number we have provided above), a complaint should be made in writing within 28 days of your return home through https://www.groupon.co.uk/customer_support giving your reservation reference number and all other relevant information we may reasonably request in relation to your Accommodation so that we may identify you.

9. Useful Information

9.1. Passport requirements: A valid passport (valid for at least 6 months beyond the end of your holiday) is required for all Reservations and Purchases. Your specific passport and visa requirements and other immigration requirements are solely your responsibility. You should confirm these with the relevant embassies and/or consulates prior to travelling. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements or if you are not in possession of the relevant vaccination certificates. A valid ID is sufficient for European Union citizens traveling in the European Union.

9.2. Health information: Depending on your Purchase, there may be compulsory health services applicable to your trip. We strongly advise you to seek advice and recommendations from a health professional at least eight weeks prior to travelling (whether that is your GP, a practice nurse, a pharmacist or travel health clinic). Additional information on travel health advice for English customers can be found on www.fitfortravel.scot.nhs.uk and www.nathnac.org/.

Information on how to obtain medical treatment while abroad, as well as how to get reduced-cost and potentially free medical treatment while in Europe, can be found on NHS Choices at <https://www.nhs.uk/NHSEngland/Healthcareabroad/Pages/Healthcareabroad.aspx>.

9.3. Foreign and Commonwealth Office advice: The Foreign and Commonwealth Office (FCO) provides travel advice about most destinations throughout the world. We encourage you to visit the [FCO's website](#) in order to learn more about specific information relevant to your Purchase.

9.4. Travel insurance: It is important and highly recommended that you have travel insurance which covers you for the entire duration of (and all aspects relating to) your Accommodation. This is to ensure that you are financially protected in the event you need to cancel the holiday in certain circumstances. The amount of coverage you may need will depend upon your particular Accommodation.

9.5. Accommodation check-in and check-out: Accommodation check-in will depend on the Supplier of your Accommodation. While you must check with your particular Supplier prior to arrival for information on check-in and check-out times, as a general rule check-in will be 15:00 (local time) and check-out will be 11:00 (local time). Additionally, if you arrive late you should inform your Supplier to ensure any delay in checking in does not affect your rights. It is solely your responsibility to abide by your Supplier's terms and conditions regarding check-in and check-out.

9.6. Package Travel protection: Where your Purchase is for a Travel Package, you will benefit from all rights applying to packages under the Package Travel Directive. The Supplier will be fully responsible for the proper performance of the Travel Package and providing assistance as set out in these Terms of Sale. Additionally, as required by law, the Supplier will have protection in place to refund your payments 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 insolvency protection is included in your confirmation email.

10. Legal Information

10.1. Interpretation: In these Terms of Sale:

10.1.1. words denoting persons includes natural persons, partnerships, limited liability partnerships, bodies corporate and unincorporated associations of persons;

10.1.2. clause headings (such as "10. Legal Information" at the start of this Clause) are purely for ease of reference and do not form part of or affect the interpretation of these Terms of Sale;

10.1.3. clause titles (such as "Interpretation:" at the start of this Clause 10.1) are intended to assist the interpretation of the clauses in which they appear; and

10.1.4. references to "include" and "including" shall be deemed to mean respectively "include(s) without limitation" and "including without limitation".

10.2. No waiver: If we fail to insist that you perform any of your obligations under these Terms of Sale, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing. Such a waiver means only that we have waived that particular default at that particular time only and shall in no other way release, discharge or otherwise affect your liability under these Terms of Sale.

10.3. **Notices:** Unless otherwise stated within these Terms of Sale, notices to be given to either party shall be in writing and shall be delivered by hand, electronic mail (other than, if you are sending a notice to Groupon Travel for the purpose of legal process or to make a complaint in accordance with Clause 8.2) or sent by pre-paid post, to you at the address you supplied in your Reservation or to Groupon Travel through https://www.groupon.co.uk/customer_support.

10.4. **Survival:** The provisions of Clauses 1, 2, 3, 4, 7, 10 and 11 of these Terms of Sale, together with those provisions that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall survive such expiry or termination of these Terms of Sale.

10.5. **Severability:** If any provision of these Terms of Sale is held to be unlawful, invalid or unenforceable, such provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of these Terms of Sale shall not be affected.

10.6. **No partnership/agency:** Nothing in these Terms of Sale shall be construed to create a joint venture, partnership or agency relationship between you and Groupon Travel and neither party shall have the right or authority to incur any liability, debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

10.7. **No other terms:** Except as expressly stated in these Terms of Sale, all warranties, conditions and other terms, whether express or implied by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law.

10.8. **Assignment:** An assignment is a transfer of your rights under these Terms of Sale (for example, a right to receive compensation where such a right exists). You may not assign, delegate or otherwise transfer all or any of your rights or obligations under these Terms of Sale without our prior written approval, such approval not to be unreasonably withheld. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms of Sale to any person, entity or company (such company being within the Groupon group of companies or such other company where the consumer's rights under these Terms of Sale would not be prejudiced).

11.9. **Entire Agreement:** These Terms of Sale contain all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

10.10. **Governing Law and Jurisdiction:** 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.

11. Definitions

11.1. **Accommodation** means accommodation for persons in a building or other similar structure including hotels, apartments, time-shares, villas, condos and houses, including when Accommodation is part of a Travel Package.

11.2. **Force Majeure** means an event that is beyond the reasonable control of Groupon Travel or a Supplier and could not have been avoided even if all due care had been exercised, including, an act of God, war, riot, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, fire, explosion, failure of public utilities or civil commotion, lightning, floods, hurricanes, earthquakes, wind storms, tornadoes, acts of terrorism or sabotage, restrictive governmental

laws or regulations, fire strikes, lockouts, industrial dispute or other labour difficulty of any kind (other than strikes by Groupon Travel's own staff), civil disorder, ionising radiation or contamination by radioactivity from any nuclear fuel or radioactivity, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component, epidemic and any other natural physical disaster or severe weather.

11.3. **Groupon International Site** means any platform, including the website offered or operated by Groupon International Limited, affiliate website, business partner network, email, mobile applications, other types of electronic offerings or other platforms or distribution channels owned, controlled, or operated by Groupon International Limited or Groupon Travel, their affiliate or business partners.

11.4. **Package Travel Directive** means Directive (EU) 2015/2302, any national implementing laws, regulations and secondary legislation, as amended from time to time.

11.5. **Purchase** means the purchase of Accommodation from Groupon Travel. This definition shall include "Purchased" and "Purchasing".

11.6. **Reservation** means the making of an offer to purchase an Accommodation (and this definition shall include "Reserve" and "Reserved").

11.7. **Services** means the services provided by Groupon Travel to customers under these Terms of Sale, which include acting as an agent on behalf of Suppliers to make Accommodation available for Reservation.

11.8. **Supplier** means any supplier of any of the Accommodation offered for sale by Groupon Travel.

11.9. **Travel Package** means a combination of Accommodation and at least one other travel service (for example, a guided tour, tickets to an attraction or spa treatments) offered to you as a package within the meaning of the Package Travel Directive.