

KSL Resorts Gift Card Terms and Conditions

THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF CLASS ACTION. IF YOU DO NOT AGREE TO THE TERMS OF THIS DISPUTE RESOLUTION PROVISION, DO *NOT* ACTIVATE NOR *USE* THE GIFT CARD. SAVE YOUR RECEIPT AND IMMEDIATELY CONTACT KSL RESORTS TO REQUEST A REFUND. YOUR ACTIVATION OR USE OF THE GIFT CARD SHALL BE DEEMED ACCEPTANCE OF THESE TERMS, INCLUDING THIS DISPUTE RESOLUTION PROVISION.

1. Gift Card Terms And Conditions

These terms and conditions (the “Terms”) govern your purchase and use of the KSL Resorts Gift Card. The Terms are between you and KSL II Management Operations, LLC (the “KSL Resorts” or “We” or “Us”) and describe each party’s respective rights and obligations. By activating or using a gift card, you indicate your acceptance of, and agree to be bound by, these Terms. Information about how your personal information is processed in connection with your use of the gift card may be found at KSL Resorts’ Privacy Policy. Additional terms may apply depending on your relationship with KSL Resorts and interaction with our properties. Purchases made at participating resorts may have a minimum age requirement. Gift cards do not expire and do not contain maintenance or use fees. Gift cards are not returnable, refundable or redeemable for cash, and may not be resold or transferred for value, except to the extent required by law.

2. Purchasing Your Gift Card

Gift cards are issued by Givex Corporation. Gift cards can be purchased in amounts between \$10 and \$10,000 and may not exceed a total amount of \$10,000 in a single day. Gift cards carry no value until activated. The dollar value on your gift card is prepayment only for purchases; no credit card, credit line, overdraft protection or deposit account is associated with your gift card. No interest, dividends or any other earnings on funds deposited to a gift card will accrue or be paired or credited to you by the KSL Resorts.

3. Using your gift card

You can use your gift card for eligible purchases only at participating resort properties. For a list of Participating Properties, please refer to Section 9 Participating Properties. Participating Properties may change at any time, even after purchase of your gift card. KSL Resorts reserves the right, in its sole discretion, to restrict the purchase of certain products with your gift card. Eligible purchases exclude deposits, payments for meetings, catering or group functions, negotiated rates (including volume, group, contracted, or other rates that have been previously negotiated and agreed in writing whether paid on a group or individual basis), and goods/services purchased through or provided by third parties. For fraud prevention purposes, the Resort reserves the right to institute additional security and verification procedures at the time of card redemption. Purchase amounts that exceed the value of your gift card will require an additional payment for the balance due on any good or service purchased. If a refund is issued for a purchase made using your gift card the refunded amount may be credited to the gift card used to make the purchase, credited to a newly issued gift card, or given in cash, at the sole discretion of the refunding property. Refunds may be credited to more than one payment method if more than one payment method was used to make the purchase.

4. Balances, Errors And Corrections

The balance remaining on your gift card is generally printed on your receipt after every transaction. Gift card balances may be adjusted or corrected in the event of clerical, billing, or accounting errors.

5. Lost, Stolen, Or Damaged Gift Cards

Lost, stolen or damaged cards will not be canceled or replaced without card number and proof of purchase.

6. Changes To Terms And Conditions

KSL Resorts reserves the right to change these Terms at any time. Updated terms will be posted and will become effective at the time of posting, as permitted by applicable law.

7. Binding Dispute Resolution

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: (i) these Terms; (ii) the purchase and/or use of any gift card; and (iii) communications pertaining to the advertisement, purchase, and/or use of a gift card, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. We will pay the initial filing fee to commence arbitration. Any arbitration hearing that you attend will take place in Orange County, California.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: AAA, at 725 South Figueroa, Suite 400, Los Angeles, CA 90017 or at www.adr.org. All determinations as to the scope, interpretation, enforceability and validity of the Terms and this agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

This dispute resolution provision shall survive: (i) your use of your gift card; (ii) the bankruptcy of any party; or (iii) any transfer, sale, or assignment of your gift card to any other person or entity. If any portion of this dispute resolution provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

8. Other Provisions

These Terms will be governed by and construed in accordance with the laws of California without regard to its conflict of law provisions. If any provision of these Terms is deemed to be illegal or unenforceable, the remainder of these Terms shall be unaffected and shall continue to be fully valid, binding, and enforceable. Failure of KSL Resorts to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision in that or any other instance. Gift cards are issued by KSL II Management Operations, LLC For gift card inquiries, please contact the issuing property. All rights reserved.

9. Participating Properties

Blue Mountain Resort – 1660 Blue Mountain Drive, Palmerton, PA 18071
Camelback Resort – 193 Resort Drive, Tannersville, PA 18372
Silverado Resort and Spa – 1600 Atlas Peak Road, Napa Valley, CA 94558