

# Emerging Travel Inc. Promotion

This Emerging Travel Inc. Promotion sets out the rules according to which staff members of a B2B partner incorporated in one of the countries listed below may participate in the promotional action and win a prize.

Participation in the Promotion shall imply being aware of and full acceptance of the terms of this Promotion.

## **Terms and Definitions:**

**B2B Partner** – a legal entity or an individual entrepreneur duly registered in the Ratehawk.com Booking Engine.

**Bonus Account (Loyalty Program):** a set of data featuring the number of Points (Bonus Points) earned by the Participant.

**Booking:** an aggregate of the Participant's actions, upon which a Hotel Room is booked for a Guest in the Booking Engine.

**Refundable Rate:** the cost of a Booking unilaterally set by the Hotel, which may be cancelled before the Penalty Date.

**Guest:** a physical person, for whom the Participant makes a Booking.

**Penalty Date:** the date, before which a Booking at a Refundable Rate may be cancelled and after which, depending on the Hotel's rules, a penalty is charged for Booking cancellation or the Refundable Rate becomes Non-Refundable.

**Partner Account:** a page on the Website at <https://ratehawk.com>, on which a B2B Partner has access to statistics and may use other functions offered in the Partner Account.

**Promotional Action (Promotion):** this Emerging Travel Inc. Promotion.

**Non-Refundable Rate:** the cost of a Booking unilaterally set by the Hotel, which may not be cancelled. In case of cancellation, the cost of the Booking shall be unilaterally deducted by the Hotel, in full or in part.

**Room:** a room at the Hotel (and/or, where applicable, a house (cottage) and parts thereof, apartment, bed/bed space in shared areas, etc.) that is booked.

**Organizer:** Emerging Travel Inc., duly incorporated under the laws of the State of Delaware, USA, having its registered office at: 3500 S DuPont Hwy, Dover, Kent County, Delaware 19901 USA, providing for the implementation of this Promotion.

**Hotel:** "Hotel", "Boarding House", "Holiday Centre", "Recreation Facility", "Guest House", "Hostel" and other premises/spaces where Guests are offered by the Booking Engine temporary accommodation (accommodation) and other related services.

**Prepaid Rate:** the price of accommodation at a Hotel Room implying full payment of the Booking on the Website at the time the Booking is made.

**Website:** an information resource in the Internet at <https://www.ratehawk.com>, including Website applications and versions for mobile devices.

**Ratehawk.com Booking Engine** (the Engine/the Booking Engine): an information-and-technology system of booking Hotel Rooms online, available at <https://ratehawk.com> (or other address as may be communicated to a B2B Partner), used by the Participant in order to book Services for Guests.

**Points:** virtual reward points earned for booking Hotel accommodation on the terms outlined in the respective rules on the Website.

**Participant:** a B2B Partner's staff member wishing to be entitled to participate in the action to win the Prize offered by this Promotion.

## **1. Promotion Participation Terms**

1.1. Participants of this Promotion shall be legally capable physical persons, who are staff members of a B2B Partner.

1.2. The Organizer may at any time request the Participant to furnish documents confirming that the Participant is a B2B Partner's staff member.

1.3. A B2B Partner and the Participant shall be jointly and severally liable for maintaining confidentiality of their credentials for access to the Partner Account (login and password).

## **1. Rules of Participating in the Promotion and Winning the Prize**

- 1.1. In order to participate in this Promotion, the Participant shall make a Booking in the Engine during the Promotion period.
- 1.2. The Promotion period: from 00:01 am till 23:59 pm January 27<sup>th</sup>, 2019 GMT+3.
- 1.3. During the Promotion period, the Organizer sets discounts on the price of the Bookings. Discounts are provided directly by the service providers themselves (Hotels and / or suppliers, distributors, agents, or other persons with whom the Organizer has a contractual relationship).
- 1.4. The discount is set for the Booking Price fixed at 00:01 GMT+3 on January 27<sup>th</sup>, 2020 at the Hotel in the appropriate direction.
- 1.5. The discount amount, the list of destinations (cities), as well as the order of their display on the Website is determined by the Organizer independently. The discount applies only to the Bookings where a Prepaid rate applies.

## **2. Liabilities of the Parties**

- 2.1. The Promotion Participants shall strictly comply with the terms and conditions of this Promotion.
- 2.2. The Participant shall compensate the Organizer for any and all losses caused by the Participant's actions/omission in violation of the terms of this Promotion.
- 2.3. The Organizer shall not be liable to the Promotion Participants for their failure to become aware of the Promotion results and/or for the failure by the Participants to fulfill (delayed fulfillment of) the obligations stipulated herein. The Organizer shall not be liable for false information provided by the Promotion Participant.
- 2.4. The Organizer shall not be liable for any consequences of errors made by the Promotion Participant, including inter alia, expenses/costs incurred by the latter.
- 2.5. The Organizer shall not be liable for failure to fulfill or improper fulfillment of its obligations to Participants due to failures in telecommunications and energy networks, exposure to malicious software, fraud by third parties.

## **3. Final Provisions**

- 3.1. The Organizer may unilaterally revise the terms of this Promotion by publishing revised terms of the Promotion on the Website.
- 3.2. Participation in the Promotion shall imply full acceptance of these Rules.

**January 20<sup>th</sup>, 2020**