



Terms and Conditions

WOW Factor Lifetime Experiences are offered on a no-risk basis, meaning that the Nonprofit purchases these item(s) only after knowing what is sold at the event. If an experience does not successfully sell, the Nonprofit is not required to purchase the item(s). Prior to placing an order, the Nonprofit will be asked to confirm the receipt of payment from the winning bidder. **All experiences that are confirmed by the Nonprofit organization and invoiced by WOW Factor are non-refundable.**

BOOKING SERVICE

The purchase of most WOW Factor experiences includes a complimentary booking service, allowing the winning bidder to work directly with WOW Factor to book each of the components of the purchased experience. To facilitate this service, it is necessary for the Nonprofit to provide the name, telephone number and email address of each winning bidder when placing the order. **All WOW Factor experiences must be booked a minimum of 90 days in advance.**

Some WOW Factor experiences require the winning bidder to present hard-copy Voucher/Reservation at check in. These certificates will be sent directly to the travelers once the trip details have been finalized. These certificates must be treated the "same as cash". **WOW Factor cannot guarantee that lost certificates can/will be replaced.**

In the event that WOW Factor is unable to fulfill such party's obligations hereunder due to any event of force majeure, including, without limitation, any Act of God, terrorist act, war, health pandemic or epidemic, government regulation or order, labor disputes and disturbances or any other cause beyond such party's control, WOW Factor shall use commercially reasonable efforts to remedy the situation to the extent possible.

PRICING & PAYMENT

Payment will be made **only in U.S. dollars** and is due, in full, within 30 days from date of original invoice. Any monies owed to WOW Factor are subject to a late fee of 1.5% per month after being more than 30 days past due. If WOW Factor has not received payment for invoiced experiences within 60 days of original invoice date, the order will be cancelled and the Nonprofit will be charged a 10% restocking fee. If cancelled, the Nonprofit will be given the opportunity to reorder the experience(s), but at the prevailing price at the time of the reorder. WOW Factor accepts checks and all major credit cards. Should the Nonprofit choose to pay with a credit card, there will be a 4% processing fee added to the transaction amount.

WOW Factor reserves the right to change pricing on any experience as long as the Nonprofit's event has not been reserved. Experience prices and text details are subject to change if order is not invoiced within 30 days of the event date.

Ground Transportation: *Unless specifically stated otherwise, no ground transportation is included in any package. The winning bidders are required to secure and pay for ground transportation from airports to accommodations, accommodations to include attractions or tours, etc.*



RESERVED EXPERIENCES:

To increase your fundraising revenue potential;

MOST WOW FACTOR EXPERIENCES CAN BE SOLD MULTIPLE TIMES.
FEEL FREE TO SELL THEM AS MANY TIMES AS POSSIBLE.

Additional terms and conditions:

1. Disclaimer. WOW Factor is generally only a reseller of third party experiences and for products and/or services, and WOW Factor cannot be responsible for the business or activities of those third parties, including, without limitation, whether those parties are in compliance with law or whether the experience descriptions supplied by such third parties are accurate or complete.
2. Pricing; Payment. Nonprofit understands the calculation for the Suggested Retail Value of WOW Factor Lifetime Experiences. Nonprofit understands that invoices must be paid within 30 days or the package will be subject to a 1.5% per month late fee. If a payment is not made within 60 days, a 10% restocking fee will apply. Once invoiced, WOW Factor travel and experiences are non-returnable and non-refundable.
3. Nonprofit's Obligations. Nonprofit agrees to provide the name, telephone number and email address of each winning bidder upon confirmation of order. Nonprofit agrees not to change any description of the experience as supplied in the various documents provided by WOW Factor, and hereby represents and warrants to Nonprofit that the experience description has not been altered from that provided by the vendor.
4. Compliance with Law. The third-party providers of products and services are solely responsible for ensuring that the products and services are following all federal, state and local laws, and WOW Factor is not liable in any way for noncompliance with applicable laws by the provider. If a winning bidder needs accommodation for a disability, he or she is responsible for notifying the third-party provider of the facility or service so that such third party can offer alternatives as appropriate, especially for facilities or events that may sell out. WOW Factor will assist winning bidders in so notifying the third-party provider but is not liable for compliance with the Americans with Disabilities Act or other state or local laws regarding public accommodation or ticket sales.
5. Disclaimer of Representations and Warranties. Nonprofit agrees and acknowledges that (other than the as specifically set forth above) WOW Factor makes no representations or warranties regarding the experience or components thereof. WOW Factor's sole obligations under this Agreement are (i) to reproduce the item description exactly as provided by the vendor, and (ii) to deliver the item certificate to the winning bidder at the address provided by the Nonprofit. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, WOW FACTOR MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF EXPERIENCES OR SERVICES PROVIDED HEREUNDER, AND WOW FACTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR NEED, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.



6. Indemnification. Nonprofit agrees to hold harmless, indemnify and defend WOW Factor against any claims made by any third-party bidders, vendors or others for damages or other claims related to the experiences or the terms and conditions applicable thereto.
7. Limitation of Liability. WOW Factor's liability under this agreement shall be limited to confirmed delivery of the certificate and WOW Factor shall not be liable for any consequential, special or punitive damages. WOW Factor's total aggregate liability for any claim under this Agreement shall not exceed the amount paid or owed by the winning bidder for the experience to which the claim relates.
8. Email Communications. Nonprofit agrees that WOW Factor may from time to time send emails to Nonprofit containing such items as: company newsletters, new experience introductions, product promotions and other marketing related documents and tools. To opt out of future mailings, please use the "opt out" feature provided at the bottom of any such mailing and the email address will be removed from our database.

Raffle terms and conditions:

1. No cash prize(s) can be offered as an alternative to the WOW Factor travel package(s). If other alternative prizes are offered, the value should be no greater than 50% of the WOW Factor package cost.
2. We do not recommend running a raffle if there isn't a high degree of certainty of achieving the minimum ticket sales planned. Extending a raffle or offering a 50/50 cash alternative is not recommended as a best practice and can damage public perception of the raffle and the Nonprofit organization. If the minimum ticket sales goal is not achieved and a 50/50 cash alternative is offered, Nonprofit will pay WOW Factor a \$500 fee for services rendered.
3. Package inclusions, availability and pricing is guaranteed for from reserving the WOW Factor packages per the Letter of Agreement. If the raffle sales time period is set for more than 30-days from your WOW Factor reservation:
 1. Date specific packages i.e. award shows, sporting events, etc. should be approved in advance to guarantee availability.
4. Raffle winners must select from the package(s) pre-selected and reserved by the charity and packages cannot be exchanged, transferred or donated. The WOW Factor package must be selected by the winners and ordered by the charity within 14-days of the raffle drawing.
5. Raffle laws are issued at the state level. Compliance with state laws and tax regulations are the responsibility of the offering charity.