



## WEBSITE TERMS OF USE

1. The content and information displayed on this website ("Treasurebay.com ") and/or on the website of any affiliate of Treasure Bay Gaming and Resorts, Inc. ("Affiliate Website" and together with Treasurebay.com, the "TB Websites") is the property of Treasure Bay Gaming and Resorts, Inc. and/or its respective affiliate and is collectively referred to as ("TB Information"). Treasure Bay Gaming and Resorts, Inc. and its affiliates are referred to herein, collectively as "Treasure Bay", "we", or "us".
2. By using this website you are accepting all the terms and conditions set forth below. If you do not agree to each and all of these terms and conditions please do not use the site. We reserve the right, at our discretion, to change and or modify portions of these terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately; therefore, please check these terms periodically for changes.
3. The TB Websites may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of Treasure Bay and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of Treasure Bay and/or other parties is granted to or conferred upon you.
4. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our site, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, or frame, mirror or otherwise incorporate any part of this website into any other website, without the prior express consent from an authorized Treasure Bay representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this site).
5. You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.
6. This site may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions of this site ("access codes"). The content contained in such restricted areas is confidential to Treasure Bay, and is provided to you for your business use only. We reserve the right to prohibit the use of such access codes on your behalf by third parties where we determine that such use interferes with our site's operation or results in commercial benefits or other entities to our detriment.
7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL TB INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of



data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

8. With respect to all communications you make to us regarding TB Information including but not limited to feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and we shall have no obligation to protect your communications from disclosure; (b) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information. The above is limited only by our commitment and obligations pertaining to your personal information (for more information, please see our [Global Privacy Policy](#)).
9. TB Information may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction. We shall not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor reservations or information affected by such inaccuracies. We reserve the right to make changes, corrections, cancellations and/or improvements to TB Information, and to the products and programs described in such information, at any time without notice, including after confirmation of a transaction.
10. The TB Websites contain information on Treasure Bay's worldwide products and services, not all of which are available in every location. A reference to a Treasure Bay product or service on a TB Website does not imply that such product or service is or will be available in your location.
11. If you choose to leave a TB Website via links to other non-Treasure Bay sites, including those of advertisers, Treasure Bay is not responsible for the privacy policies of those sites or the cookies those sites use. In addition, because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse, and are not responsible or liable for, any content, advertising, products, or other materials on or available from such sites or resources.
12. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our site.
13. If you would like to view the privacy practices that govern how we process information about you please review our [Global Privacy Policy](#). By using our site, you consent to your personal information being processed as set out in our [Global Privacy Policy](#), as it may be amended from time to time, the terms of which are hereby incorporated herein by reference.
14. The downloading, reproduction, or retransmission of TB Information, other than for non-commercial individual use, is strictly prohibited.
15. If you have questions about these Terms of Use please send an e-mail to [marketing@treasurebay.com](mailto:marketing@treasurebay.com).

