

## Terms & Conditions

### Places Covered :

### Description

#### GENERAL TERMS OF USE & SERVICE

The website [www.bluberryholidays.com](http://www.bluberryholidays.com) (the "Site") is published and maintained by Bluberry Holidays ("Company"), a company incorporated and existing in accordance with the laws of India. When you access, browse or use this Site, you accept, without limitation or qualification, the terms and conditions set forth herein. When you access any of the sub-Site (whether belonging to an 'associate' of Company or otherwise) through this Site, then such sub-Site may have its own terms and conditions, which are specific to such sub-Site.

These Terms and Conditions of use and any additional terms posted on this Site together constitute the entire agreement between Company and you with respect to your use of this Site.

#### SITE AND ITS CONTENTS

- This Site is only for your personal use. You shall not distribute, exchange, modify, sell or transmit anything you copy from this Site, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.
- As long as you comply with the terms of these Terms and Conditions of Use, Company grants you a non-exclusive, non-transferable, limited right to enter, view and use this Site. You agree not to interrupt or attempt to interrupt the operation of this Site in any manner whatsoever.
- Access to certain areas of the Site may only be available to registered members. To become a registered member, you may be required to answer certain questions or provide certain details. Answers to such questions or details required may be mandatory and/or optional. You represent and warrant that all information you supply to us, about yourself, and others, is true and accurate.
- This site is for consumer use only. Any travel agent/tour operator/consolidator/aggregator should not use this site for individual/group bookings. In the event of bookings by any travel agent/tour operator/consolidator/aggregator through the Site are detected, the Company reserves the right, including without limitation, to cancel such bookings immediately without any notice to such travel agent/tour operator/aggregator/consolidator and/or to withhold payments/commissions thereto. The various discounts and offers mentioned on the Site are applicable to the Consumer for the purposes of end use only.
- You are requested to report to [contentdisputes@bluberryholidays.com](mailto:contentdisputes@bluberryholidays.com) in the event you find any content on the Website which you deem is unlawful, libelous, defamatory, obscene,

pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable, against any religious beliefs, spam, potentially infringing or is not authorized by the intellectual property rights owner or is violative of any applicable law. On receiving such report, the Company reserves the right to investigate and/or take such action as the Company may deem appropriate.

## **LINKS TO THIRD-PARTY WEBSITES**

- This Site may contain links to websites operated by parties other than Company. Company does not control such Sites and is not responsible for their contents. Company's inclusion of hyperlinks to such Sites does not imply any endorsement of the material on such Sites or any association with their operators. If you decide to access any of the third party Sites linked to this Site, you do so entirely at your own risk.

## **OWNERSHIP**

- All materials on this Site, including but not limited to audio, images, software, text, icons and such like (the "Content"), are protected by copyright under international conventions and copyright laws. You cannot use the Content for any purpose, except as specified herein.
- You agree to follow all instructions so provided on this Site limiting the way you may use the Content.
- There are a number of proprietary logos, service marks and trademarks found on this Site whether owned/used by Company or any other third party. By displaying them on this Site, Company is not granting you any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.
- You may download such copy/copies of the Content to be used only by you for your personal use.

## **BLUBERRY HOLIDAYS RIGHTS**

- If you send any communications or materials to the Site by electronic mail or otherwise, including any comments, data, questions, suggestions or the like, all such communications are, and will be treated by Company, as non-confidential.
- You hereby give up any and all claim that any use of such material violates any of your rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way Company uses such material.
- Any material submitted to this Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by Company anywhere in

the world, in any medium, forever.

## TRANSMITTED MATERIAL

- Internet transmissions are never completely private or secure. You understand that any message or information you send to this Site may be read or intercepted by others unless there is a special notice that a particular message (for example, credit card/debit card/bank information) is encrypted (send in code). Sending a message to Company does not cause Company to have any special responsibility to you.
- The copyright in the contents of this Site belongs to Company. Accordingly, Company reserves all rights. Copying of part or all the contents of this Site without permission of Company is prohibited except to the extent that such copying/printing is necessary for the purposes of availing of the services.

## DISCLAIMER

- The material in this Site could include technical inaccuracies or typographical errors. Company may make changes/modifications or improvements on the Site at any time.
- The materials on this Site are provided on an "As Is" basis, without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, Company disclaims all warranties of merchantability and fitness for a particular purpose.
- Company does not warrant that the functions contained in this Site will be uninterrupted or error free, that defects will be corrected, or that this Site or the servers that make it available are free of viruses or other harmful components, but shall endeavour to ensure your fullest satisfaction. Company does not warrant or make any representations regarding the use of or the result of the use of the material on the Site in terms of their correctness, accuracy, reliability, or otherwise, insofar as such material is derived from other service providers such as airlines, hotel owners and tour operators.
- You acknowledge that this Site is provided only on the basis set out in these terms and conditions. Your uninterrupted access or use of this Site on this basis may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the Internet or other telecommunications services or as a result of any maintenance or other service work carried out on this Website. Company does not accept any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or to use the Site.
- You also acknowledge that through this Site, Company merely provides intermediary services in order to facilitate booking of tickets and hotel services to you. Company is not the last-mile service provider to you and therefore, Company shall not be or deemed to be responsible for any lack or deficiency of services provided by any person (airline, travel/tour operator, hotel, facility or similar agency) you shall engage or hire or appoint pursuant to or resulting from, the material available in this Site.
- Company will not be liable to you or to any other person for any direct, indirect, incidental,

punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused from out of your usage of this Site.

- **If for any reason, law does not permit exclusions of liability then, the liability of the Company shall be limited to such amount paid by the user and retained by the Company for the transaction in question.**

## **UNUTILISED TRAVEL BOOKINGS**

- The User shall request Bluberry Holidays for any refunds against the unutilized or 'no show' air or hotel booking for any reasons within 90 days from the date of departure for the air ticket and/or the date of check in for the hotel booking. Any applicable refunds would accordingly be processed as per the defined policies of Airlines, hotels and Bluberry Holidays as the case may be. No refund would be payable for any requests made after the expiry of 90 days as above and all unclaimed amounts for such unutilized or no show air or hotel booking shall be deemed to have been forfeited.

## **DISPUTES**

- If any dispute arises between you and Company during your use of the Site or thereafter, in connection with and arising from your use or attempt to use this Site, the dispute shall be referred to arbitration. Both parties shall agree to a sole arbitrator. The place of arbitration shall be Delhi. The arbitration proceedings shall be in the English language.
- The said arbitration proceedings shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996 and modifications thereof as in force at the relevant time.
- These terms and conditions are governed by and shall be construed in accordance with the laws of the Republic of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Delhi, India.

## **HOLIDAYS BOOKING TERMS**

**APART FROM THE GENERAL TERMS AND CONDITIONS THE BELOW MENTIONED ARE THE SPECIFIC HOLIDAY BOOKING TERMS.**

- You acknowledge that pictures of the holiday packages as shown on the Site are indicative and may not be representative of the actual products.
- The rates /prices of the holiday packages shown on the Site are quotation only and no blocking has been made. Prices/Taxes are subject to changes and availability.

- You are requested to confirm acceptance of the holiday packages customized for you by return email for a valid booking to be made.
- Booking of holiday packages is subject to availability and confirmation of the holiday package supplier. Special rates shall apply for peak seasons and the inclusions of such holiday packages may vary without any notice.
- In case we are not able to provide the Hotel Packages as shown on the Site, we reserve the right to give the substitute Hotel Package of the same standard.
- You agree that the terms of the holiday packages may be subject to change at short notices due to circumstances beyond our or the suppliers control included but not limited to force majeure events etc.
- In such cases we act only as an intermediary agent with only the role of a mediator. Even if you make a booking through us, the contract will be between the supplier and you and the general travel and contractual terms and conditions of the supplier shall apply. We are not a party to the contractual relationship.
- By making a booking through our Site you make an offer to purchase the service or holiday package from the supplier. We are authorized by each supplier to accept your offer on its behalf; this acceptance occurs when we send you a written confirmation of the booking and payment as per payment policy is received.
- Before placing an order you are advised to check the description of the Holiday Package carefully. By making a booking for a Holiday Package you agree to be bound by the conditions of booking included in the Holiday Package's description.
- Once we accept your booking on behalf of our suppliers, a legally binding contract is formed between you and the supplier of the service or holiday package chosen by you.
- The supplier's general travel and contractual terms and conditions are made available by us to you by means of a link or full text before the booking takes place and they will apply in addition to those set out here. The supplier's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions.
- Where there is a conflict between any information on our Site and these terms and conditions, these terms and conditions will apply in priority. Where there is a conflict between these terms and conditions and the supplier terms and conditions, the supplier's one will apply in priority.
- We act as a mediator between you and the supplier and we cannot be held responsible for any non-performance of the contract.
- We assume no liability for the performance of arranged services and/or holiday packages and we provide no guarantee with regard to their quality or fitness as represented. We do not as well supply any guarantee for the availability of services and/or holiday packages.
- The responsibility lies with the supplier as direct organizer of the services purchased by you.
- We request you to obtain suitable insurances/other protective measures etc. to safeguard yourselves.
- The suppliers providing their services and holiday packages through us are independent contractors and not our agents or our employees. We are not liable for their acts, errors, omissions, representations, warranties, breaches or negligence or for any personal injuries, death, property damage or other damages or expenses resulting therefrom. We have no liability and we will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for

- any additional expenses, omissions, delays, re-routing or acts of any government or authority.
- We only commit ourselves to a careful choice and control of our suppliers. Incidentally the relevant supplier shall be liable in its own responsibility.
  - Your right to cancel your service or holiday or modify your booking is determined by the applicable terms and conditions of the supplier. In such cases it is your responsibility to inform us in writing of such request specifying your booking reference. The time of receipt by us of the declaration of cancellation shall be decisive for the time of withdrawal and cancellation fees to be applied by the supplier.
  - The laws of India govern the Holiday Packages. All disputes shall be settled within the jurisdiction of Delhi only.

## REVIEW AND RATING TERMS

**These terms and conditions of use apply to any use of the Website including your browsing and uploading of hotel/holiday reviews, pictures taken by tourists / travelers, travel videos, forum postings, and any other publications by you on the Website.**

These Terms and Conditions of use and any additional terms posted on <http://bluberryholidays.com/terms/> constitute the entire agreement between Company and you with respect to your use of the Website.

## CONTENT OF THE ONLINE SERVICE

You may visit the Website to gain information without charge and may also participate by inserting a hotel review, by inserting/uploading pictures of his/her holiday, as well as videos of his/her holiday, and/or by writing an entry/posting ("Content").

## GENERAL TERMS

- By using this Website you agree that you are at least 18 years old in order to upload the Content on the website.
- You warrant and represent that you have no personal or business relationship with the Company and have not been offered any incentive or payment from the Company to write and upload any Content
- The Company is not liable for any direct or indirect damages arising from the use of the Content.



- You shall not make any statements about yourself or any other person which are false or capable of being misunderstood or misrepresented in any manner.
- It is a condition of your use of this Website that you shall not upload any content that:
  - Is deliberately or negligently false;
  - It is a condition of your use of this Website that you shall not upload any content that:
  - Is deliberately or negligently false;
  - Is abusive, threatening, inflammatory, offensive, defamatory, coercive, obscene, belligerent, glorifying violence, vulgar, sexually explicit, pornographic or otherwise objectionable;
  - Is racist, promotes illegal activity, incitement of the masses, bigotry or hatred;
  - violates or infringes any applicable law;
  - you are not authorized to propagate;
  - contains viruses, corrupted data or other harmful, disruptive or destructive files;
  - Is unrelated to the area of the Website where it is posted; or
  - Contains unauthorised links or similar entities or is capable of interfering with the functioning of foreign data processing equipment/installations, in particular computers.
  - Please note that we do not edit or control the content posted or distributed on the Website by users. In the event that any user violates any of the above restrictions or the following terms concerning the posting or uploading of Content
  - The Company reserves the right to delete, modify or add content without prior or later notice and without explanations and/or reason.
  - **Grant of rights** –By posting or uploading Content on the Website you agree that you have full rights and authority to do so and have obtained any necessary approvals and consents from third parties where applicable.
  - You acknowledge and agree that your Content is non-confidential and non-proprietary.
  - You hereby grant the Company and its affiliates a free of charge, irrevocable, permanent, transferable, fully sub-licensable and worldwide right to use your Content in any form and in any medium which is now known or devised at a later date (including but not limited to print, on the internet (including but not limited to www.BluberryHolidays.com, television and mobile communication platforms).
  - You permit us to use your name which you provide to us alongside any Content you submit and acknowledge that the we may choose to provide attribution of your comments or reviews at our discretion.
  - You grant the Company the right to take legal action against any person or entity that violates yours or the Company's rights in the Content by a breach of these terms of use. Please note that if you violate one or more of these terms of use, you will indemnify us to the full extent of any claims by any third party.

#### **ADDITIONAL SPECIAL TERMS FOR POSTING, TRANSMITTING, OR UPLOADING OF HOTEL REVIEWS/HOLIDAY REPORTS/PICTURES/VIDEOS/CRUISE REVIEWS**

- Any effort to disrupt, destroy, limit or otherwise negatively influence or modify the intended

functionality of the Website is prohibited.

- Furthermore you agree
  - To describe hotels and places as accurately as possible and in particular to add all parts of the name and further information necessary for their identification, especially in respect to hotel chains;
  - To only rate a hotel/resort if you have spent time in that specific hotel/resort and/or have used their service ;
  - That you will not provide a report, comment or upload a picture in respect of hotels or resorts where you are an employee, owner or operator at the hotel or resort or connected to it in any other similar way.
  - Not to give any false or misleading ratings or false statements concerning staff, holiday makers, leisure facilities, hotels, resorts, and cruises which could have an effect on the decision of other people willing to travel to a particular destination or use a particular service;
  - To give comments within the boundaries of freedom of speech for the purpose of giving other people who are willing to travel and use a connected service the possibility for an objective, meaningful and comprehensive insight into a destination, region, hotel, resort, service and its/their circumstances.
  - Not to collect, assemble, and/or publish in any way other users' personal data and/or other information.

## **FURTHER SPECIFIC TERMS AND CONDITIONS GOVERNING THE USE OF CONTACT FORUMS AND MESSAGING VIA THE PRIVATE MAILING SYSTEM**

- You agree that where you contact us and any third parties by using the Website, its private message system and/or a contact forum, you will not write or send any content which:
  - Is abusive, threatening, offensive, defamatory, coercive, obscene, belligerent, glorifying violence, vulgar, sexually explicit, pornographic or otherwise objectionable and/or actionable/illicit;
  - Is contrary to any applicable law, especially violates third parties' intellectual property rights;
  - Is commercial advertisement or any other undesired advertisement (e.g. spam), and
  - Is otherwise in breach of any other part of these terms and conditions of use.

The Company retains the right to temporarily or permanently ban any user/s who are in breach of these or any other part of these terms and conditions.

## **ACCESS FOR HOTELIERS AND HOTELIER PICTURE UPLOAD**

A manager or other suitably senior person in charge of a hotel may write news and hints concerning his hotel, or upload pictures and offer these to users on the Website. Thus interested holiday



makers can gain important extra information about a hotel, alongside to hotel reviews. This service is free of charge.

## **THINGS TO KEEP IN MIND WHEN VIEWING CONTENT**

- Hotel reviews, reports, ship reviews, pictures, videos and related other Content which are available through the Website originate from third parties and represent the opinion of the respective third party user.
- If some time has passed since the posting, transmission, or uploading of Content it should be borne in mind that circumstances, hotels and resorts etc. might have changed.
- The quality of an assessment of a hotel or resort may depend on the quantity of available reports and reviews. A single picture or review is not usually capable of providing a complete impression of the situation and may only represent, for example, small parts of a hotel or surrounding area.
- Furthermore, the content of a report or review may vary depending on the age of respective persons, their interests and the purpose of their visit (relaxation, sports, nightlife, exploration, business trip), and if people are traveling on their own, in a group or as a couple.
- Also, travelers' nationality, the frequency of their holidays and traveling and previous experiences in different countries may have an impact.

**PLEASE BE AWARE THAT BY PROVIDING INFORMATION ABOUT A DESTINATION, WE ARE NOT SUGGESTING THAT TRAVEL TO SUCH PLACES IS ADVISABLE OR RISK FREE. WE ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM YOU DECIDING TO TRAVEL TO SUCH DESTINATIONS.**

## **LIABILITY AND DISCLAIMER**

- The Company does not guarantee or warrant the completeness, correctness, accuracy or quality of any User Content.
- On this basis, we would recommend that you should get in touch with authorities, embassies, tourist information desks and other applicable institutions in order to help verify the accuracy of the Content.
- Content concerning travel services, prices and taxes has been provided to the Company by travel agencies, and/or related service institutions.
- The Company cannot guarantee the correctness, completeness, accuracy or quality of the Content.
- Please note that user Content represents the views of the individual user and does not represent a statement, opinion recommendation or rating by the Company..
- The Website and content may be used it at your own risk.
- The Company expressly reserves the right to block, modify, add to and/or delete all or part of the Website, or any of its other websites, whether temporarily or permanently.

- You are responsible for ensuring that you have the necessary IT equipment to use the Website.
- The Company does not guarantee or warrant that the Website is free of viruses, worms, Trojan horses or any other malicious codes which could have a destructive, vitiating, disruptive or other negative impact.

**NOTHING IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE OUR LIABILITY (IF ANY) TO YOU FOR: A BREACH OF YOUR CONSUMER RIGHTS; FRAUD OR FRAUDULENT MISREPRESENTATION; PERSONAL INJURY OR DEATH RESULTING FROM OUR NEGLIGENCE; OR ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE, OR ATTEMPT TO EXCLUDE OUR LIABILITY.**

## **TRADEMARKS, INTELLECTUAL PROPERTY, COPYRIGHT**

- We are the owner or the licensee of all intellectual property rights (copyright, trade marks, patents, design rights etc.) in our Website, and in the content published on it.
- Any content published on the Website (e.g. software, products, trademarks such as logos etc., information, reports, pictures and graphics) is protected by national and international laws and agreements.
- Content concerning travel services, prices and taxes has been provided to the Company by travel agencies, and/or related service institutions.
- The Company cannot guarantee the correctness, completeness, accuracy or quality of the Content.
- Please note that user Content represents the views of the individual user and does not represent a statement, opinion recommendation or rating by the Company..
- Any kind of copying, duplication, distribution, commercial exploitation, modification, adding and/or deletion is prohibited, including the integration of any content on external websites, for example through interlinks, deeplinks, or frames.

## **COMPENSATION**

- You agree to defend and fully compensate Company and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:
  - Your breach of these terms of use or the documents referenced herein;
  - Your violation of any applicable law including but not limited to violation of intellectual property rights of a third party; or
  - Your use of this Website.



**Itinerary**

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**Terms & Conditions**

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