

TRAVEL AGENTS – Partnership Agreement

Unique Travel Corp. (“UTC”), the exclusive worldwide marketing, sales and reservations representative of Sandals Resorts and its affiliates, Beaches Resorts and Grand Pineapple Resorts (collectively the “Resorts”), has established the following terms and conditions (“**Partnership Agreement**”) for our travel agent partners who wish to continue enjoying co-branding, marketing and selling status with UTC of the Resorts and their products and services.

1. **Sandals.com, Beaches.com and GrandPineapple.com - Online Marketing Guidelines**

Use of any websites or online marketing for the Resorts require our travel agent partners to strictly adhere to the following:

- 1.1 **Booking/Reservation.** If your website provides for online reservations, you will be contacted by email when a co-branded booking has occurred through your website. This will enable you to keep track of “pending bookings” made via co-branded bookings in the “Pre-Registration” section of the Travel Agent portal. For all “pending bookings,” UTC will handle all documentation, payments or changes required on the reservation. Due to privacy laws, you are strictly prohibited from contacting, or even attempting to contact, the guest or manipulating the reservation in any way.
- 1.2 **Resorts’ Trademarks Prohibited in Sponsored Advertisements.** Use of the Resorts’ trademarks in any manner that may cause confusion, as determined in the sole discretion of UTC, is strictly prohibited. To the extent that you use sponsored advertisements in connection with online search engines (e.g., Google Adwords advertisements) you must strictly adhere to the requirements in Section 4, however, several requirements are highlighted below:
 - (a) Your agency name or website URL must be prominently displayed;
 - (b) any use or display the website addresses of www.sandals.com, or www.grandpineapple.com is strictly prohibited; or
 - (c) any display any Resorts’ Trademark, or anything confusingly similar thereto, is strictly prohibited.
- 1.3 **Framing Prohibited.** Any display of any of the websites of Sandals (e.g., www.sandals.com), Beaches (www.beaches.com) or Grand Pineapple (www.grandpineapple.com) within a frame on your website or a third party website is strictly prohibited. Such use distorts the display of the Resorts’ websites and will likely lose your agency's tracking.
- 1.4 **Commission Payments Dependent Upon Cookies.** Commission payments are dependent on the usage of website tracking code and browser cookies. The technology is subject to error and/or software failure, however; measures will be provided to attempt to prevent errors or failure. Nevertheless, UTC, the Resorts and its affiliates are not responsible for any payments or commissions lost due to technology and/or software failures or errors, .

2. **Disclaimer**

Travel agent partner shall ensure that for all marketing and advertising of all the Resorts and prior to any booking that the following disclaimer shall be referenced:

"SEE DISCLAIMERS at +HYPERLINK WHICH AFFECT YOUR STAY/TRIP. Should you be unable to access the HYPERLINK, please call 1-800-Sandals for full details of Disclaimers which will be sent to you. Note - Amenities vary by resort, and additional fees, date restrictions and stay requirements may apply.

+UTC shall provide travel agent partner with hyperlink details.

3. **Pictures and Logos Guidelines**

3.1 Travel agent partners may promote the Resorts via their website(s) and online marketing material(s) by using the logos, graphics, and images available under the " link (found on the Sandals.com website. Use of any other logos, graphics, or images of the Resorts is strictly prohibited. Additionally, Travel agent partners may post, via social media pictures which they have taken, provided they are not defamatory or disparaging in any way whatsoever. Further, travel partner agent acknowledges that the logos, graphics, and images (including without limitation, all content, text, images, media, pictures and other materials available under the Logos & Images link) are proprietary to or licensed by UTC, protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed in any way inconsistent with these Terms & Conditions without the express prior written consent of UTC.

3.2 Logos, graphics and images downloaded from the Logos & Images link can only be used to promote the Resorts, and cannot be used with materials that promote anything in addition to the Resorts, The Resorts' logos shall not be used on any materials that do not also contain the travel agency's logo, which must be larger and more prominent than the Resort's logos. At no point should the use of logos, graphics or images be used in a way that may confuse consumers as to whether the travel agency is acting on behalf of the Resorts or is endorsed by the Resorts.

3.3 The Resorts' logos cannot exceed 200 pixels in width by 100 pixels in height. Although the Resorts' logos and images can be reduced in size, they cannot be cropped, enlarged or modified in any other form or fashion.

3.4 By using any of the Resorts' logos, images and graphics you agree to strictly adhere to all of the Terms and Conditions listed on the Resorts' website and you understand and agree that the Resorts undertake and accept no financial responsibility or liability to or on behalf of your agency.

4. **"NO DISCOUNTING" Policies**

4.1 Travel agents are not authorized to offer or advertise reservations or packages for the Resorts that directly or indirectly identify prices, price terms or equivalent offers other than those that UTC have authorized, or otherwise confuse the marketplace or the consumer with marketing practices using terms such as "lowest price guarantee."

5. **Use of Trademarks or Marks of the Resorts as Keywords Prohibited.**

5.1 As a travel agent partner you represent and warrant that you shall not:



- (a) use, buy, bid on or register keywords that include or incorporate the (a) registered trademarks owned by Sandals Resorts, such as but not limited to Sandals®, Beaches®, Grand Pineapple®, Weddingmoon®, Familymoon®, Luxury Included®, or (b) Resorts' website addresses, such as but not limited to of www.sandals.com, or www.grandpineapple.com, or (c) individual resort property names (collectively, the "Trademarks"), or any misspelling or substantially similar or confusingly similar variation thereof, for use in any form of pay-per-click or search engine advertising (e.g, Google Adwords, Bing Ads, etc.).
- (b) display or cause to be displayed, in any context or manner, the Trademarks in any cost per click search engine advertisement.
- (c) use the Trademarks or anything confusingly similar thereto in any domain name, or register a domain name that contains the Trademarks or anything confusingly similar thereto.
- (d) without limiting the foregoing you further represent and warrant that you shall add the following list of terms as negative key words ("**Phrase Match Negatives**") to prevent a search engine from triggering an advertisement when a search is conducted for any of the following terms:
 - (i) Sandals Resorts
 - (ii) Beaches Resorts
 - (iii) Grand Pineapple Resorts
 - (iv) Sandals Resort
 - (v) Beaches Resort
 - (vi) Grand Pineapple Resort
 - (vii) Sandals
 - (viii) Beaches
 - (ix) Sandels
 - (x) Grand Pineapple
 - (xi) www.sandals.com
 - (xii) www.beaches.com
 - (xiii) www.grandpineapple.com

5.2 As a travel agent partner you agree that damages for the unauthorized use of the Trademarks are difficult to calculate and therefore you agree to pay liquidated damages of \$1000 per day of violation of Sections 1.2 or 5.1. Payment of the liquidated damages for the first violation of Sections 1.2 or 5.1 will not become due and payable if, within five (5) days of the travel agent being notified of the violation, the travel agent ceases all violations of Sections 1.2 or 5.1.

5.3 Consistent with the prohibition of registering or using the Trademarks or anything confusingly similar thereto in any domain name, you hereby agree to promptly transfer, without compensation, any domain name registered in violation hereof.

6. **Social Media**

6.1 Travel agents agree not to use the Trademarks or anything confusingly similar thereto in the name, username, account name, profile name, screen name, or anything similar of any form of social media or social networking websites (including by example but not limited to Facebook, Pinterest, Twitter, LinkedIn, or "fans of" social media pages etc.), blogging and community websites (including but not limited to BlogSpot.com, Wordpress.com, etc.), video websites (including, but not limited to YouTube, Vimeo, etc.), or any other website operated by a third party, directly or indirectly controlled or posted by the travel agency.

6.2 The travel agents shall not use any social media or "fans of" social media pages or social networking websites or undertake any other activity that is likely, in UTC's sole discretion, to confuse consumers as to whether the travel agency is acting on behalf of the Resorts or is endorsed by the Resorts.

6.3 For any violation of the social media, "fans of" social media pages or social networking websites requirements, your travel agency must, at UTC's sole discretion, disable or transfer exclusive control of any non-conforming name, username, account name, profile name, screen name, or anything similar on any social media or social networking website or display if allowed by the operator of such website within five (5) business days of the date of notice by UTC.

6.4 Travel agents agree to never contact a user from the Resorts' social media platforms. This includes, responding directly to comments or private messaging of users found on the Resorts' social media platforms. The first offense will result in immediate banning from the social media platform, any further offenses will result in immediate termination of the travel agent's ability to sell the Resorts' products and services.

7. **Solicitation**

Solicitation, distribution and posting of materials at the Resorts' property and on the Resorts' social media platforms is strictly prohibited.

8. **Code of Conduct**

The Resorts have instituted a "Travel Agent Code of Conduct" and will require all travel agent partners to sign and deliver the "Travel Agent Code of Conduct" prior to any and all visits to Resorts' properties. The "Travel Agent Code of Conduct is attached hereto and incorporated into these Terms and Conditions.

9. **Changes to the Terms and Conditions**

9.1 UTC may revise and update these Terms and Conditions from time to time in UTC's sole discretion. All changes are effective immediately when posted to Sandals Resorts' website. Your continued operation as a travel agent partner following the posting or notification of revised Terms and Conditions means that you accept and agree to the changes.

9.2 Failure to comply with these Terms and Conditions may result in an immediate termination of your ability to sell the Resorts' products or services. UTC further retains the right at all times to cancel, modify or terminate these Terms and Conditions or any program, at our sole discretion, without notice.

10. **Termination**

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- 10.1 UTC may terminate the travel agent partner's ability to sell the Resorts' products any time without cause or reason by giving written notice of termination.

11. **Upon Termination**

- 11.1 The travel agent partner shall immediately cease and desist from advertising, utilizing or posting all Trademarks inclusive of images and the logos associated with Sandals®, Beaches® and Grand Pineapple® Beach Resorts on any and all travel agent partner website(s), social media forums, letterhead, on printed marketing and advertising materials and media in any and all forms.
- 11.2 The travel agent partner shall no longer utilize, advertise, market or display all awards and designations previously granted on behalf of any of the Resorts or by the chairman of the Resorts on any and all travel agent partner website(s), social media forums, letterhead, on printed marketing and advertising materials and media in any and all forms.

12. **Violations**

UTC retains the right to terminate the travel agent partner status for any violation of the Terms and Conditions contained herein.

13. **Governing Law**

- 13.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith or in connection with its formation) shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas. Each party hereby irrevocably consents to the exclusive jurisdiction of the courts of the Commonwealth of The Bahamas in connection with any claim, action, suit or proceeding relating to the subject matter herein.
- 13.2 UTC and/or its clients shall have the right to bring any action or proceeding deemed necessary for the unauthorized use of Trademarks or Resorts' marks or for the breach of any of the Terms and Conditions and policies contained herein and shall have the right to obtain immediate injunctive relief against the travel agent in addition to any other remedies available.

14. **Anti-Spam Laws**

Travel agent partner shall abide by all Anti-Spam laws with regards to any emails sent to their respective clients or any client lists. Client emails must be opt-in clients. Travel agent partner must review and abide by the [CAN-SPAM Act](#) for U.S. based emails and the [Canadian Anti-Spam Legislation](#) (CASL) regarding Canadian email addresses. Travel agent partner further agrees to indemnify, defend and hold harmless UTC, its affiliates, successors, assigns, and their respective officers, directors, employees and agents, from and against all liability, damages, loss, cost or expense, including but not limited to legal fees and costs, arising out of or in connection with the failure of the travel agent partner to comply with Anti-Spam Laws.