

RESORT VACATION CERTIFICATE

COMPLETE TERMS AND CONDITIONS

Effective Date: March 1, 2026

Version: 1.0

IMPORTANT NOTICE REGARDING ISSUING ENTITY AND ADMINISTRATOR

This Certificate is issued by **Spaxial Strategy LLC**, a Florida limited liability company, acting as an administrator for and on behalf of the following hotel entities:

BON Park Hotel at VidantaWorld Nuevo Vallarta:

Operadora Turística Hotelera, S.A. de C.V.

A Mexican corporation (Sociedad Anónima de Capital Variable)

Location: Nuevo Vallarta, Bahía de Banderas, Nayarit, Mexico

Jungala Hotel at VidantaWorld Riviera Maya:

Riviera Mayan, S.A. de C.V.

A Mexican corporation (Sociedad Anónima de Capital Variable)

Location: Riviera Maya, Quintana Roo, Mexico

Certificate Structure:

- **Principal/Obligor:** The Hotels listed above (the entities obligated to provide services)
- **Administrator:** Spaxial Strategy LLC (administers certificate program and redemption on behalf of the Hotels)
- **Services Provided By:** The Hotels directly

Legal Relationship: Spaxial Strategy LLC was retained by the Hotels to administer this certificate program. Spaxial acts solely in an administrative capacity to process redemptions and coordinate bookings. **The Hotels are the primary obligors responsible for providing all resort services.**

Governing Terms: This Certificate and all services are subject to:

1. These Terms and Conditions
2. The issuing Hotel's own guest terms and conditions
3. The Hotel's policies, rules, and regulations
4. Mexican law

In the event of any conflict between these Terms and the Hotel's policies, the Hotel's policies shall govern with respect to conduct at the resort, use of facilities, and services provided on-site.

Throughout these Terms and Conditions:

- "Hotel" refers to the issuing entity (Operadora Turística Hotelera, S.A. de C.V. or Riviera Mayan, S.A. de C.V.)
- "Spaxial" refers to Spaxial Strategy LLC in its role as an administrator
- "Hotel Parties" refers to the Hotels, their parent companies, affiliates, subsidiaries, officers, directors, employees, agents, contractors, and representatives
- "Resort Vacation" means the four-day, three-night promotional stay described in Section 3 (What's Included), consisting solely of the accommodations, meal allowances, specified entertainment tickets, ground transportation, and standard resort amenity access expressly included in this Certificate. The term does not include airfare, travel to or from Mexico, or any items listed in Section 4 (What's Not Included).

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1. CERTIFICATE VALIDITY AND EXPIRATION

1.1 Validity Period

This Resort Vacation Certificate provided by Spaxial Strategy LLC (the "Certificate") must be redeemed for travel completed by the expiration date printed on the Certificate. No extensions will be granted under any circumstances.

1.2 Blackout Dates

The following blackout periods apply at the Hotel's sole discretion:

- Major holidays including Christmas (December 20-January 5), New Year's, Easter week, US Thanksgiving week
- Special events and private bookings as determined by the Hotel
- Peak occupancy periods
- Dates when scheduled maintenance or renovations affect availability

Specific blackout dates will be communicated during the redemption process.

1.3 Subject to Availability

All reservations are subject to availability at the time of booking. The Hotel cannot guarantee specific dates, accommodations, or resort locations. Advance booking is strongly recommended.

1.4 Hotel Terms and Conditions Apply

These Terms and Conditions are supplemental to and subject to each Hotel's own terms and conditions, policies, and rules. Guests must comply with all Hotel policies during their stay, including but not limited to:

- Hotel's guest terms and conditions
- Hotel's house rules and regulations
- Hotel's privacy policy and data protection practices
- Hotel's health and safety protocols
- Hotel's cancellation and modification policies
- Hotel's liability limitations and waivers

- Hotel's dispute resolution procedures

Hierarchy of Terms:

1. **For Certificate validity and redemption process:** These Terms and Conditions govern
2. **For on-property conduct, facility use, and hotel services:** The Hotel's own terms and conditions govern
3. **In case of conflict:** The Hotel's policies prevail for matters occurring at the resort

Hotel Policies Available:

- General VidantaWorld policies: <https://vidantaworld.com>
- Hotel privacy policy: <https://vidantaworld.com/en/privacy-policy>

Guests should review the applicable Hotel's terms and conditions before travel. **By redeeming this Certificate and checking in at the resort, guests agree to be bound by both these Terms and Conditions and the Hotel's terms and conditions.**

2. REDEMPTION PROCESS

2.1 Advance Notice Requirement

Certificate bearer must contact Spaxial Strategy LLC at least **90 days prior** to desired travel dates. Requests made with less than 90 days notice are subject to availability and may not be accommodated.

2.2 Required Information

To redeem this Certificate, bearer must provide:

- Full legal names (as they appear on government-issued identification) for both guests
- Dates of birth for both guests
- Complete contact information (email address, phone number, mailing address)
- Preferred travel dates with at least two (2) alternative date ranges
- Dietary restrictions or special requirements
- Preference for resort location (Nuevo Vallarta or Riviera Maya) and Cirque du Soleil show (LUDO or JOYA)

2.3 Confirmation Process

Upon receipt of complete information, Spaxial will:

- Coordinate with the Hotel to review availability for requested dates

- Communicate confirmation or propose alternative dates
- Provide written confirmation via email within 10 business days
- Provide a unique booking reference number
- Provide pre-arrival information including check-in procedures, resort policies, and transportation details

2.4 Contact Information

All redemption requests must be directed to:

Adriana Robaina

Spaxial Strategy LLC

Email: sales@Spaxialstrategy.com

Response time: 10 business days

2.5 Incomplete or Inaccurate Information

Failure to provide complete and accurate information may result in delays, inability to confirm reservations, or denial of services at check-in. Neither Spaxial nor the Hotel is responsible for issues arising from incomplete or inaccurate information provided by bearer.

3. WHAT'S INCLUDED

3.1 Accommodations

- Four (4) days and three (3) nights in a one-bedroom suite
- Accommodations for two (2) guests (bearer and one guest)
- Location at either BON Park Hotel (Nuevo Vallarta, Bahía de Banderas, Nayarit) or Jungala Hotel (Riviera Maya, Quintana Roo) based on availability and bearer preference
- Daily housekeeping services
- In-room WiFi access
- Standard in-room amenities

3.2 Meals and Beverages

- Breakfast, lunch, and dinner at designated resort restaurants
- **Maximum value: \$300.00 USD per day, per person** (total across all meals for the day)
- Non-alcoholic beverages including water, soft drinks, coffee, tea, and juices
- Meals available during normal restaurant operating hours at participating restaurants

- Standard menu items within the daily value cap
- **If guests select menu items exceeding the \$300 per day per person maximum, guests are responsible for paying the overage amount directly to the restaurant at time of service**
- The \$300 daily cap is calculated per person across all three meals (breakfast, lunch, and dinner combined)
- Unused meal value does not carry over between days
- Guests may allocate the daily allowance across meals as they prefer (e.g., \$50 breakfast, \$100 lunch, \$150 dinner, or any other combination up to \$300 total per day per person)

3.3 Entertainment

- Two (2) tickets to Cirque du Soleil's LUDO (at Riviera Maya/Jungala Hotel) or JOYA (at Nuevo Vallarta/BON Park Hotel) based on resort location selected
- Show date and seating assigned by the Hotel based on availability
- Standard seating category

All entertainment and ticketed events are provided by independent third-party operators and are subject to Section 15 (Liability Limitations, Waivers, and Release).

3.4 Transportation

- Roundtrip ground transportation between Puerto Vallarta International Airport (PVR) or Cancun International Airport (CUN) and the resort
- Shared shuttle service at scheduled times
- Transportation must be arranged in advance through Spaxial/Hotel

3.5 Resort Amenities

Access to standard resort amenities including:

- Swimming pools (where available)
- Fitness facilities (where available)
- Beach access (at applicable locations)
- WiFi in common areas

3.6 Assignment of Specifics

The Hotel reserves the right to assign specific suite location, show dates and times, restaurant availability, and transportation timing based on operational requirements and availability. Requests for specific assignments will be accommodated where possible but cannot be guaranteed.

4. WHAT'S NOT INCLUDED

Guests are solely responsible for all costs and expenses not expressly included in Section 3, including but not limited to:

4.1 Travel to/from Resort Area

- Airfare or other transportation to/from Puerto Vallarta or Cancun
- Transportation to/from guest's home to departure airport
- Baggage fees
- Airport parking
- Travel delays or missed connections

4.2 Travel Documentation and Insurance

- Passports, visas, tourist cards (Forma Migratoria Múltiple), or other required travel documentation
- Travel insurance of any kind
- Medical insurance or health coverage
- Evacuation insurance

4.3 Taxes and Fees

- All applicable income taxes on the value of the Certificate (see Section 14)
- Tourism taxes or fees (if any)
- Resort fees (if any)
- Government-imposed charges not included in the base vacation package
- Value Added Tax (IVA) if applicable and not already included

4.4 Food and Beverage Exclusions

- **Alcoholic beverages of any kind** (available for purchase at guest's expense)
- **Meal charges exceeding the \$300 per day per person maximum**

- Premium or specialty menu items exceeding the daily value cap
- Room service
- Minibar items
- Dining at specialty restaurants requiring reservations or upcharges beyond included value
- Private dining experiences
- Off-property dining

4.5 Activities and Services

- Spa treatments, massages, beauty services
- Off-property excursions or tours
- Water sports equipment rentals
- Golf or other recreational activities requiring fees
- Fitness classes or personal training
- Babysitting or childcare services
- Photography services
- Private lessons or instruction

4.6 Personal Expenses

- Telephone calls, internet upgrades, or premium WiFi
- Laundry, dry cleaning, or pressing services
- Medical services, medications, or first aid
- Shopping, gifts, or retail purchases
- Safe deposit box usage (if applicable)
- Parking fees (if applicable)
- Currency exchange fees
- **Gratuities and tips** (strongly encouraged but not included)

4.7 Upgrades and Optional Services

- Suite upgrades or premium room categories
- Early check-in or late checkout

- Additional nights beyond the four-day package
- Additional guests beyond the two included
- Premium show seating or additional show tickets
- Private transportation or car services

4.8 Costs Due to Guest Action or Inaction

- Charges for damages to resort property
- Fees for lost room keys, towels, or equipment
- Penalties for violation of resort policies
- Costs associated with early departure
- Costs associated with cancellation or no-show
- Costs associated with failure to provide proper documentation

4.9 Force Majeure Related Costs

- Costs arising from travel delays due to weather, natural disasters, or other force majeure events
- Additional accommodation or meal costs due to extended stays caused by circumstances beyond the Hotel's control
- Costs to rebook travel disrupted by events beyond the Hotel's control

4.10 Limitation

The Resort Vacation Certificate covers **only** those items expressly specified in Section 3. Any service, amenity, product, or expense not explicitly listed as included shall be considered excluded and the responsibility of the guest.

5. GUEST ELIGIBILITY REQUIREMENTS

5.1 Age Requirements

- All guests must be at least 21 years of age at the time of travel
- Guests under 21 years of age are not permitted to use this Certificate
- Valid government-issued photo identification showing date of birth must be presented at check-in

5.2 Identification Requirements

Each guest must present valid identification at check-in:

- Government-issued photo identification (passport, driver's license, or national ID card)
- Name on identification must match name provided during booking
- Identification must be valid (not expired)
- **For international travel to Mexico: valid passport required for all non-Mexican citizens**

5.3 Travel Documentation for Mexico

Guests traveling to Mexico are solely responsible for obtaining and maintaining all required travel documentation including:

- **Valid passport** (for international travelers) - must be valid for at least 6 months beyond travel dates
- **Forma Migratoria Múltiple (FMM)** - Mexican tourist card (typically provided by airline or at border)
- Visa (if required based on nationality)
- Proof of return travel
- Any other documentation required by Mexican immigration authorities (Instituto Nacional de Migración) or transit countries

Neither Spaxial nor the Hotel is responsible for guests' inability to travel or denied entry into Mexico due to inadequate documentation.

5.4 Health Requirements

Guests must:

- Be in sufficient health to travel and participate in resort activities
- Disclose any medical conditions that may affect their ability to safely participate in activities
- Bring adequate supplies of any required medications (in original containers with prescriptions)
- Comply with any health screening or vaccination requirements in effect at the time of travel
- Understand that medical facilities in Mexico may differ from those in their home country

5.5 Capacity to Contract

Bearer represents and warrants that they have legal capacity to enter into this agreement and to bind their guest to these Terms and Conditions.

6. BOOKING AND CONFIRMATION

6.1 Confirmation Timeline

Spaxial will coordinate with the Hotel and provide written confirmation within 10 business days of receiving complete redemption information. Confirmation is not guaranteed and is subject to availability.

6.2 Confirmation Contents

Written confirmation will include:

- Unique booking reference number
- Confirmed dates of stay
- Resort location (BON Park Hotel or Jungala Hotel)
- Guest names
- Cirque du Soleil show date and time (when available)
- Check-in and check-out information
- Transportation arrangements
- Pre-arrival instructions
- Contact information for questions

6.3 Changes After Confirmation

Once a reservation is confirmed, changes are subject to availability and the Hotel's approval. The Hotel reserves the right to:

- Deny change requests
- Require cancellation and rebooking (subject to forfeiture under Section 8)
- Charge fees for changes (if applicable)
- Offer alternative dates if requested changes are unavailable

6.4 Reconfirmation

Guests should reconfirm their reservation 7-14 days prior to arrival and again 48 hours prior to arrival. Failure to reconfirm may result in cancellation of the reservation.

6.5 No Guarantee of Specific Assignments

While the Hotel will make reasonable efforts to accommodate preferences, confirmation does not guarantee:

- Specific suite location, floor, or view
- Specific restaurants for meals
- Specific show seating location
- Specific transportation times
- Proximity to specific resort amenities

7. CERTIFICATE RESTRICTIONS

7.1 Non-Transferable

This Certificate is issued to the named bearer and is non-transferable. Certificate may not be:

- Sold, gifted, or transferred to any other person
- Used by anyone other than the named bearer
- Assigned or conveyed in any manner

Attempted transfer will result in voidance of the Certificate with no replacement or compensation.

7.2 No Cash Value; Promotional Benefit

This Certificate:

- Has no cash value or cash equivalent
- May not be redeemed for cash or cash equivalent
- May not be exchanged for other goods, services, or credits
- May not be used as partial payment toward other products or services
- May not be used as collateral or security

This Certificate is a promotional benefit and not a retail travel purchase.

7.3 No Resale

Certificate may not be:

- Resold for any consideration
- Auctioned (online or otherwise)

- Bartered or traded
- Listed on any marketplace or classified service
- Commercialized in any manner

Violation will result in voidance and potential legal action.

7.4 Cannot Be Combined

This Certificate:

- May not be combined with any other certificate, offer, promotion, discount, or special
- May not be used in conjunction with timeshare presentations or sales incentives
- May not be used with employee discounts or industry rates
- Represents a standalone offer with no additional discounts applicable

7.5 One Use Per Guest

Only one Certificate may be redeemed per guest per calendar year. Guests who have previously redeemed a Resort Vacation Certificate at BON Park Hotel or Jungala Hotel in the current calendar year are not eligible to redeem another Certificate until the following calendar year.

7.6 Non-Extendable

The expiration date printed on the Certificate is absolute and cannot be extended for any reason including:

- Bearer's inability to travel
- Lack of availability on desired dates
- Force majeure events
- Changes in personal circumstances
- Failure to book in advance

7.7 No Residual Value

If the actual value of services provided is less than the stated approximate value on the Certificate, no difference will be refunded, credited, or carried forward. If the actual value exceeds the stated approximate value, no additional charges will be assessed for the included services (subject to the meal value caps in Section 3.2).

7.8 Original Certificate Required

The original Certificate (or approved digital copy) must be presented during the redemption process. Photocopies, screenshots of photocopies, or reproductions may not be accepted unless verified by Spaxial or the Hotel.

7.9 Void if Altered

Any Certificate that has been altered, tampered with, forged, or modified in any way is void and will not be honored.

8. CANCELLATIONS AND NO-SHOWS

8.1 Cancellation by Bearer

Once a reservation is confirmed, any cancellation by the bearer for any reason will result in:

- Immediate and complete forfeiture of the Certificate
- No replacement Certificate issued
- No refund, credit, or compensation of any kind
- No ability to rebook

This applies regardless of:

- The reason for cancellation
- How far in advance of travel the cancellation occurs
- Whether the cancellation is voluntary or involuntary
- Circumstances causing the cancellation

8.2 No-Show Policy

Failure to appear for a confirmed reservation ("no-show") will result in:

- Immediate and complete forfeiture of the Certificate
- No replacement Certificate issued
- No refund, credit, or compensation of any kind
- No ability to rebook

A "no-show" includes:

- Failure to check in by the scheduled check-in deadline
- Failure to board confirmed transportation
- Failure to contact Spaxial or the Hotel regarding late arrival

- Arrival more than 24 hours after scheduled check-in without prior approval

8.3 Early Departure

Guests who depart before the scheduled checkout date will:

- Forfeit the remaining unused portion of their stay with no refund or credit
- Receive no compensation for unused meals, entertainment, or services
- Remain bound by all Terms and Conditions

The Hotel has no obligation to provide services for days not used due to early departure.

8.4 Partial No-Show

If only one of two guests fails to appear:

- The reservation will proceed for the appearing guest
- No refund or compensation will be provided for the absent guest
- The appearing guest may not substitute another person for the absent guest
- All meals, entertainment, and amenities remain for two guests only (no upgrades or additional benefits)

8.5 Late Arrival

Guests who arrive late must contact Spaxial or the Hotel immediately. Late arrival may result in:

- Forfeiture of reserved transportation
- Forfeiture of first day/night accommodations or meals if arrival is after the first night
- Guest responsibility for alternative transportation costs
- Reduced vacation length with no compensation

The Hotel reserves the right to treat late arrivals (more than 24 hours late without notice) as no-shows.

8.6 No Exceptions

The cancellation and no-show policies are absolute. No exceptions will be made for:

- Medical emergencies
- Family emergencies
- Work obligations
- Travel delays or missed connections

- Weather events
- Personal circumstances
- Government travel restrictions
- Any other reason

Guests are strongly encouraged to purchase travel insurance to protect against these risks (see Section 13).

9. FORCE MAJEURE AND HOTEL CANCELLATIONS

9.1 Force Majeure Events

The Hotel shall not be liable for failure to perform its obligations under this Certificate due to force majeure events including but not limited to:

- Natural disasters (hurricanes, earthquakes, floods, fires, tsunamis, volcanic eruptions)
- Severe weather conditions
- Epidemics, pandemics, or public health emergencies
- War, armed conflict, terrorism, or threat of terrorism
- Civil unrest, riots, or insurrection
- Government actions, orders, or advisories (including travel restrictions, border closures, or mandatory evacuations)
- Strikes, labor disputes, or work stoppages
- Utility failures or infrastructure damage
- Acts of God
- Any other circumstances beyond the Hotel's reasonable control

9.2 Hotel Right to Cancel or Modify

The Hotel reserves the right to cancel, reschedule, or modify confirmed reservations due to:

- Force majeure events (as defined above)
- Necessary maintenance or repairs
- Operational requirements or staffing limitations
- Safety or security concerns
- Facility closures (temporary or permanent)

- Changes in applicable laws or regulations
- Resort capacity or overbooking situations

9.3 Notice of Hotel Cancellation

In the event the Hotel cancels a confirmed reservation, Spaxial will:

- Provide notice to bearer as soon as reasonably practicable
- Work with the Hotel to offer alternative dates subject to availability and Certificate expiration date
- Work in good faith to find a mutually acceptable solution

9.4 Alternative Dates

If the Hotel cancels a confirmed reservation and offers alternative dates:

- Bearer must respond within 7 days indicating acceptance or proposing alternatives
- Alternative dates must be prior to Certificate expiration
- Alternative dates are subject to availability
- Bearer may propose alternative dates, subject to Hotel approval
- Spaxial and the Hotel will make reasonable efforts to accommodate bearer but cannot guarantee specific dates

9.5 No Suitable Alternative Available

If the Hotel cancels a confirmed reservation and no mutually acceptable alternative dates can be arranged prior to Certificate expiration:

- The Certificate will be considered fully satisfied
- The Hotel will have no further obligation to bearer
- No refund, replacement Certificate, or compensation will be provided
- This outcome represents complete fulfillment of the Hotel's obligations

9.6 No Liability for Consequential Damages

In the event of cancellation by the Hotel, neither the Hotel nor Spaxial shall be liable for:

- Non-refundable airfare or other travel costs
- Hotel accommodations booked in connection with the vacation
- Lost wages or business opportunities

- Emotional distress or disappointment
- Any other consequential, incidental, or indirect damages

9.7 Evacuation During Stay

If guests must be evacuated during their stay due to force majeure events:

- The Certificate will be considered used and satisfied
- No refund, replacement, or compensation will be provided for unused portion
- Guests are responsible for evacuation costs unless provided by the Hotel
- The Hotel will provide reasonable assistance but has no obligation to provide alternative accommodations or transportation

9.8 Government Restrictions

If government authorities (Mexican or foreign) issue travel advisories, warnings, or restrictions affecting bearer's ability to travel:

- Bearer remains bound by the cancellation policy in Section 8
- The Hotel may, at its sole discretion, offer alternative dates
- The Hotel has no obligation to extend Certificate expiration or provide alternatives
- Travel insurance may cover such situations (see Section 13)

10. LOST, STOLEN, OR DAMAGED CERTIFICATES

10.1 No Replacement

Lost, stolen, or damaged Certificates will not be replaced, reissued, or duplicated under any circumstances.

10.2 Bearer Risk

Bearer assumes all risk of loss, theft, or damage to the Certificate from the date of issuance. Neither Spaxial nor the Hotel has responsibility for Certificates that are:

- Lost in mail or transit
- Misplaced by bearer
- Stolen or taken without authorization
- Damaged by water, fire, or other causes
- Destroyed accidentally or intentionally

- Rendered illegible or unusable

10.3 Digital Copies

If bearer creates digital copies (scans or photographs) of the Certificate for redemption purposes:

- Bearer remains responsible for protecting digital copies from unauthorized access
- Bearer must ensure digital copies are of sufficient quality for verification
- Spaxial or the Hotel may require additional verification for digital copies
- Digital copies do not reduce bearer's risk of loss

10.4 Unauthorized Use

Neither Spaxial nor the Hotel is responsible for unauthorized use of lost or stolen Certificates. If a Certificate is used by someone other than the authorized bearer due to loss or theft, neither Spaxial nor the Hotel has any obligation to provide replacement services to the actual bearer.

10.5 Immediate Notification

If a Certificate is lost or stolen, bearer should immediately notify Spaxial at the contact information provided in Section 20. While the Certificate cannot be replaced, notification may help prevent fraudulent use.

10.6 Fraud Investigation

Spaxial and the Hotel reserve the right to investigate any suspected fraudulent use of Certificates and may:

- Deny services if fraud is suspected
- Require additional verification of bearer identity
- Report suspected fraud to appropriate authorities
- Take legal action against persons attempting fraudulent redemption

11. GUEST CONDUCT AND RESORT POLICIES

11.1 Compliance with Hotel Policies

Guests must comply with all Hotel policies, terms and conditions, rules, and regulations.

The Hotel maintains its own comprehensive terms and conditions governing guest conduct, facility use, and services. These include but are not limited to:

- Check-in/check-out procedures and times
- Designated smoking and non-smoking areas

- Pool and beach rules
- Dress codes for restaurants and common areas
- Noise and quiet hour policies
- Use of facilities and equipment
- Age restrictions for certain facilities
- COVID-19 or health protocols (if in effect)
- Security and access control requirements
- Environmental and conservation guidelines
- Food and beverage policies
- Photography and recording policies
- Guest conduct standards

The Hotel's policies are incorporated by reference and guests agree to comply with them by checking in at the resort. Neither Spaxial nor the Hotel is responsible for enforcement issues, except as they directly impact the services owed under this Certificate.

11.2 Compliance with Mexican Law

Guests must comply with all applicable Mexican federal, state, and local laws and regulations during their stay, including but not limited to:

- Immigration laws
- Customs regulations
- Drug and alcohol laws
- Environmental protection laws
- Consumer protection laws
- Public health regulations
- Traffic and transportation laws

11.3 Prohibited Conduct

The following conduct is strictly prohibited and may result in immediate termination of stay without refund:

- Disorderly, abusive, threatening, or violent behavior toward guests or staff

- Harassment, discrimination, or hate speech
- Damage to resort property, facilities, or equipment
- Theft or unauthorized removal of resort property
- **Illegal drug use or possession** (subject to severe penalties under Mexican law)
- Excessive alcohol consumption resulting in disruptive behavior
- Smoking in non-designated areas
- Violation of local, state, or federal laws (Mexican or otherwise)
- Creating safety hazards or security risks
- Engaging in commercial activities on resort property without authorization
- Recording or photographing other guests without consent
- Violating other guests' privacy or peaceful enjoyment
- Bringing prohibited items onto resort property (weapons, explosives, etc.)

11.4 Right to Refuse Service or Remove Guests

The Hotel reserves the right to:

- Refuse service to any guest who violates these Terms and Conditions or resort policies
- Remove guests from the resort property immediately for prohibited conduct
- Refuse future bookings to guests who have violated policies
- Contact local law enforcement (Mexican authorities) if criminal activity is suspected
- Hold guests financially responsible for damages to property

11.5 Termination Without Refund

If the Hotel terminates a guest's stay due to policy violations or prohibited conduct:

- The Certificate is immediately forfeited with no refund or compensation
- Guest must vacate the premises immediately
- Guest is responsible for all transportation costs to return home
- Guest may be held liable for damages, losses, or costs incurred by the Hotel
- Guest may be banned from future properties
- Guest may be subject to criminal prosecution under Mexican law

11.6 Guest Responsibility for Companions

Bearer is fully responsible for the conduct of their guest. Any violations by the guest will be attributed to the bearer, and both guests may be subject to removal and forfeiture of the Certificate.

11.7 Resort Staff Authority

Guests must comply with directions and instructions from resort staff including:

- Security personnel
- Lifeguards and pool attendants
- Restaurant and hospitality staff
- Management personnel
- Emergency responders

Failure to comply with staff instructions is grounds for immediate removal.

11.8 Photography and Recording

Guests may take personal photographs and videos for private use. However:

- Commercial photography or videography requires advance written permission
- Recording of other guests requires their consent
- Recording of staff requires permission
- Drones and aerial photography devices are prohibited without authorization
- The Hotel may photograph guests for promotional purposes; guests who object must notify management

11.9 Pets and Animals

Pets and animals are not permitted except:

- Certified service animals (documentation required)
- Service animals must be under control at all times and comply with health regulations

11.10 Environmental Responsibility

Guests are expected to:

- Dispose of waste properly
- Respect marine and wildlife

- Conserve water and energy
- Follow posted environmental guidelines
- Not remove coral, shells, plants, or wildlife from natural areas
- Comply with Mexican environmental protection laws

12. HEALTH, SAFETY, AND ASSUMPTION OF RISK

12.1 Assumption of Risk

Bearer and guest acknowledge and agree that:

- Resort and recreational activities involve inherent risks including risk of serious injury or death
- Swimming, water activities, fitness activities, and other resort amenities carry inherent dangers
- They are voluntarily participating in such activities with full knowledge of the risks
- They are physically and mentally capable of participating safely
- They have been advised to consult a physician before engaging in strenuous activities

12.2 Guest Health Responsibilities

Guests must:

- Be in adequate health to travel and participate in activities
- Disclose any medical conditions that may affect their safety or ability to participate
- Bring adequate supplies of prescription medications (in original containers with prescriptions and Spanish translations if possible)
- Carry health insurance with coverage in Mexico
- Follow all posted safety warnings and instructions
- Assess their own capabilities before participating in activities
- Seek medical attention when needed at their own expense

12.3 Medical Conditions Disclosure

Guests with the following conditions should consult a physician before travel and must use extra caution:

- Heart conditions or cardiovascular disease

- Respiratory conditions
- Mobility limitations
- Pregnancy
- Recent surgery or injury
- Chronic medical conditions requiring ongoing treatment
- Allergies (especially food allergies - must be disclosed to dining staff in advance)

12.4 Emergency Medical Services in Mexico

- Resort may have basic first aid available
- Serious medical emergencies may require transport to off-property medical facilities
- **Guests are responsible for all medical costs including emergency transport, ambulance services, hospital care, and medications**
- Medical facilities in Mexico may differ significantly from US or other country standards
- Medical personnel may speak limited English
- Medical care in Mexico may require upfront payment with later insurance reimbursement
- The Hotel will provide reasonable assistance in medical emergencies but is not responsible for quality, availability, or cost of medical care

12.5 Health Insurance for Mexico Travel

Guests must carry health insurance with coverage in Mexico. **Many US health insurance plans do not provide coverage outside the United States.** Guests should:

- Verify their coverage includes international/Mexico coverage
- Obtain supplemental travel medical insurance if needed (strongly recommended)
- Carry insurance cards and policy information
- Understand that medical expenses may require upfront payment in cash or credit card
- Have a plan for emergency medical evacuation if needed

12.6 Safety Rules and Warnings

Guests must:

- Follow all posted safety signs and warnings (in Spanish and English)
- Use equipment only for its intended purpose

- Not use facilities when intoxicated
- Supervise themselves and each other around water
- Report hazards to resort staff immediately
- Comply with lifeguard instructions
- Stay within designated safe areas
- Not swim during dangerous conditions (high surf, storms, red flags, etc.)
- Be aware of ocean currents, waves, and marine life

12.7 Dangerous Activities Prohibited

The following activities are prohibited and undertaken at guest's own risk:

- Diving or jumping from unauthorized locations
- Swimming while intoxicated
- Swimming outside designated areas or during closed hours
- Climbing on rocks, railings, or structures not designed for climbing
- Ignoring warning signs or closed area barriers
- Reckless behavior that endangers self or others

12.8 Release and Waiver

By redeeming this Certificate, bearer and guest RELEASE, WAIVE, AND HOLD HARMLESS the Hotel, its parent companies, affiliates, subsidiaries, officers, directors, employees, agents, contractors, and representatives (collectively, "Hotel Parties"), as well as Spaxial Strategy LLC, from any and all claims, demands, causes of action, damages, losses, or liability arising from or related to:

- Participation in resort activities
- Use of resort facilities and amenities
- Injury, illness, or death during the vacation
- Loss or damage to personal property
- Any incident occurring during the vacation

This release applies to claims based on negligence of Hotel Parties or Spaxial, except where such release would be invalid under Mexican law (e.g., gross negligence, willful misconduct, or fraud).

12.9 COVID-19 and Communicable Diseases

Guests acknowledge that:

- Resort environments may pose risk of exposure to communicable diseases including COVID-19
- The Hotel cannot guarantee a disease-free environment
- Guests voluntarily assume the risk of exposure
- Guests will comply with any health screening, testing, or protocols required by the Hotel or Mexican authorities
- Guests who become ill during their stay may be required to isolate, quarantine, or leave the resort
- Costs associated with illness, isolation, or extended stay due to health requirements are guest's responsibility

12.10 Water Safety

- Guests swim at their own risk
- Ocean swimming involves risks including currents, waves, marine life, rocks, and other hazards
- Guests should assess water conditions before entering
- Guests should never swim alone
- Flag warning systems (where posted) must be obeyed:
 - Green flag: Safe conditions
 - Yellow flag: Moderate conditions, use caution
 - Red flag: Dangerous conditions, swimming not recommended
 - Black flag: Water closed, no swimming permitted
- Lifeguards (where present) are not monitoring all guests at all times
- Guests are responsible for their own safety

12.11 Sun Exposure and Heat

Mexico's tropical climate poses risks including:

- Sunburn and sun poisoning
- Heat exhaustion and heat stroke

- Dehydration

Guests should:

- Use sunscreen regularly (SPF 30+)
- Stay hydrated
- Limit sun exposure during peak hours (10am-4pm)
- Wear protective clothing and hats
- Seek shade regularly
- Monitor for signs of heat-related illness

13. TRAVEL INSURANCE

13.1 Strong Recommendation

It is strongly recommended that bearer and guest purchase comprehensive travel insurance to protect against financial loss due to:

- Trip cancellation for any reason (including those covered by Section 8)
- Trip interruption or early return
- Medical emergencies and medical evacuation
- Lost, stolen, or damaged luggage
- Travel delays
- Force majeure events

13.2 Not Included

Travel insurance is NOT included with this Certificate and must be purchased separately by guests at their own expense.

13.3 Types of Coverage to Consider

Guests should consider policies that include:

- **Trip Cancellation:** Reimburses pre-paid, non-refundable expenses if trip is cancelled for covered reasons
- **Trip Interruption:** Reimburses unused portion and additional expenses if trip is cut short
- **Medical Coverage:** Covers medical expenses incurred during travel in Mexico (essential since many US plans don't cover Mexico)

- **Emergency Evacuation:** Covers emergency medical transport to adequate facilities or repatriation
- **Baggage Loss/Delay:** Reimburses for lost, stolen, damaged, or delayed luggage
- **Travel Delay:** Covers additional expenses due to travel delays
- **Cancel For Any Reason (CFAR):** Optional upgrade allowing cancellation for reasons not otherwise covered (typically 50-75% reimbursement)
- **Pre-existing Condition Waiver:** Covers medical conditions that existed before policy purchase

13.4 Purchase Timing

Travel insurance should be purchased:

- As soon as travel is confirmed
- Typically within 7-21 days of confirmation for certain benefits (pre-existing condition waivers, CFAR eligibility)
- Before any cancellation becomes necessary

13.5 Guest Responsibility

It is bearer's sole responsibility to:

- Research and select appropriate insurance
- Purchase insurance in a timely manner
- Understand policy terms, coverage limits, and exclusions
- Verify Mexico coverage is included
- File claims with insurance provider if needed
- Provide documentation required for claims

Neither Spaxial nor the Hotel has any involvement in travel insurance and makes no representations regarding coverage, adequacy, or claims.

13.6 No Reimbursement

Regardless of whether guests purchase travel insurance:

- Neither Spaxial nor the Hotel will reimburse any expenses in situations covered by Section 8 (cancellation/no-show)
- Guests must seek reimbursement from their insurance provider

- Spaxial or the Hotel may provide documentation to assist with insurance claims but has no obligation to do so

14. TAX RESPONSIBILITIES

14.1 Income Tax Liability

Bearer is solely responsible for all applicable income taxes arising from receipt of this Certificate and use of the vacation. The value of the Certificate may constitute taxable income to bearer under applicable tax laws of bearer's country of residence.

14.2 Estimated Value

The approximate value stated on the Certificate is an estimate for general informational purposes. Actual taxable value may differ and depends on:

- Market conditions at time of fulfillment
- Services actually provided
- Applicable tax regulations
- Bearer's individual tax situation
- Bearer's country of tax residence

14.3 Tax Reporting

- Spaxial or the Hotel may be required to report the value of this Certificate to tax authorities
- Bearer may receive tax reporting forms (such as IRS Form 1099-MISC for US taxpayers) if required by law
- Bearer must report any required income on applicable tax returns in their country of residence
- Failure to properly report may result in penalties and interest from tax authorities

14.4 No Tax Advice

Neither Spaxial nor the Hotel provides tax advice. Bearer should consult with a qualified tax professional regarding:

- Whether the Certificate constitutes taxable income
- The proper amount to report
- Applicable deductions or exclusions
- Timing of income recognition

- State, provincial, and local tax obligations
- Foreign tax implications

14.5 Mexican Taxes

Value Added Tax (IVA):

- Mexican Value Added Tax (Impuesto al Valor Agregado - IVA) currently 16% applies to most goods and services in Mexico
- IVA on included services is covered by the Hotel (already included in the Certificate value)
- IVA on excluded services (alcoholic beverages, spa services, etc.) purchased by guests is the responsibility of guests

Tourism Taxes:

- Some Mexican states impose tourism taxes (e.g., Quintana Roo VISITAX)
- Any applicable tourism taxes for included services are covered by the Hotel
- Guests should verify if any departure taxes or fees apply

14.6 Indemnification

Bearer agrees to indemnify and hold harmless Hotel Parties and Spaxial from any claims, penalties, interest, or liabilities arising from bearer's failure to properly report or pay taxes related to the Certificate.

15. LIABILITY LIMITATIONS, WAIVERS, AND RELEASE — IMPORTANT LEGAL RIGHTS

15.1 Allocation of Responsibility

The Hotels are the sole obligors responsible for providing accommodations, resort services, amenities, food and beverage, transportation arranged by the Hotel, entertainment included in the Certificate, and all on-property guest experiences.

Spaxial Strategy LLC acts solely as an independent administrative coordinator for the Certificate program and does not own, operate, manage, supervise, or control any hotel, resort, transportation provider, entertainment venue, or third-party service provider.

15.2 Spaxial — Administrator Only; No Operational Liability

Spaxial's role is strictly limited to certificate redemption administration and booking coordination communications.

To the fullest extent permitted by applicable law, Spaxial Strategy LLC shall have no liability arising from or related to:

- hotel operations or services
- resort conditions or safety
- guest injury, illness, death, or property loss
- acts or omissions of the Hotels or hotel staff
- third-party providers
- reservation availability decisions
- hotel cancellations or service modifications
- force majeure events

Spaxial shall not be liable under any theory of contract, tort (including negligence), strict liability, or otherwise, except to the extent liability cannot be disclaimed under mandatory law.

All claims relating to accommodations, resort services, or on-property events must be brought solely against the applicable Hotel entity.

15.3 Independent Third-Party Providers

Certain services, activities, entertainment offerings, ticketed events, transportation services, excursions, spa services, or other amenities may be provided by independent third parties (“Third-Party Providers”).

Third-Party Providers are not owned, operated, or controlled by Spaxial and may not be owned or controlled by the Hotels.

To the fullest extent permitted by applicable law:

- Third-Party Providers are solely responsible for their acts and omissions.
- Neither the Hotel Parties nor Spaxial shall be liable for the performance, non-performance, cancellation, delay, injury, loss, damage, or conduct of any Third-Party Provider.
- Guests may be required to agree to separate terms or waivers imposed by Third-Party Providers.
- Any claim relating to a Third-Party Provider must be brought solely against that Third-Party Provider.

If a Third-Party Provider cancels or materially modifies a service included in the Certificate, the Hotel may offer a comparable substitution in its discretion, which shall constitute full satisfaction of that component.

15.4 Maximum Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF THE HOTEL PARTIES AND SPAXIAL STRATEGY LLC ARISING FROM OR RELATED TO THIS CERTIFICATE SHALL NOT EXCEED THE APPROXIMATE VALUE PRINTED ON THE CERTIFICATE.

15.5 Disclaimer of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOTEL PARTIES AND SPAXIAL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- lost income or business opportunity
- emotional distress or mental anguish
- loss of enjoyment
- reputational harm
- substitute services or accommodations
- travel-related expenses

15.6 Events Beyond Control

Neither the Hotel Parties nor Spaxial shall be liable for injury, loss, damage, delay, or expense arising from causes beyond reasonable control, including force majeure events described in Section 9.

15.7 Release of Claims

By redeeming this Certificate, bearer and guest RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Hotel Parties and Spaxial Strategy LLC for all claims arising from or related to:

- this Certificate and these Terms
- the Resort Vacation
- use of facilities
- services provided or not provided
- injury, illness, death, or property loss

This release applies to the fullest extent permitted by applicable law..

15.8 Release of Claims

By redeeming this Certificate, bearer and guest RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Hotel Parties and Spaxial for all claims arising from or related to:

- this Certificate and these Terms;
- the Resort Vacation;
- use of facilities;
- services provided or not provided; or
- injury, illness, death, or property loss

This release applies to the broadest extent permitted by Mexican law.

15.9 Disclaimer of Warranties

Services are provided “AS IS” and “AS AVAILABLE.”

No express or implied warranties are made to the fullest extent permitted by applicable law.

15.10 Mandatory Law Carve-Out

Nothing in this Section limits or excludes liability for:

- gross negligence
- willful misconduct
- fraud
- non-waivable consumer rights under Mexican law

Mandatory law shall control in all such cases.

15.11 Cross-Forum Enforcement

If a claim is asserted against Spaxial Strategy LLC in a United States court pursuant to Section 18, this Section 15 shall be enforced to the maximum extent permitted under the law applied by that court.

15.12 Essential Allocation of Risk

Bearer acknowledges that these limitations and releases are material terms of the Certificate and that the Certificate would not be issued without them.

16. PRIVACY AND DATA PROTECTION

16.1 Dual Privacy Policies Apply

Personal information collected in connection with this Certificate is subject to **two separate privacy policies**:

a. Spaxial Strategy LLC Privacy Practices:

- Spaxial collects information during Certificate redemption and booking coordination
- This includes: names, contact information, dates of birth, travel preferences
- Spaxial's use of this information is for administrative purposes only

b. Hotel Privacy Policies (Primary for Guest Data):

- Once booking is confirmed, guest information is shared with the Hotel
- The Hotel collects additional information during check-in and stay
- **The Hotel's privacy policy governs hotel collection, use, and storage of guest data**
- Hotel privacy policy available at: <https://vidantaworld.com/en/privacy-policy>

16.2 Information Sharing Between Spaxial and Hotel

By redeeming this Certificate, bearer consents to:

- Spaxial sharing booking information with the Hotel
- The Hotel processing personal data under its privacy policy
- Communication between Spaxial and Hotel regarding the reservation

Data Transmission and Booking Information: Spaxial transmits guest information to the Hotel for booking coordination purposes only. Spaxial shall not be liable for data transmission errors, system failures, delays, or security incidents occurring during transfer or processing of guest information by third parties, except as required by applicable law.

16.3 Mexican Data Protection Law

The Hotels comply with Mexican data protection law (Ley Federal de Protección de Datos Personales en Posesión de los Particulares - LFPDPPP). Guests have ARCO rights (Access, Rectification, Cancellation, Opposition) under Mexican law.

To exercise rights regarding data held by the Hotel: Contact the Hotel's Data Protection Officer as specified in the Hotel's privacy policy at <https://vidantaworld.com/en/privacy-policy>

To exercise rights regarding data held by Spaxial: Contact: ADRIANAR@Spaxialstrategy.com

16.4 Data Retention

Spaxial: Retains booking and redemption information for legal, tax compliance, and business record-keeping purposes. Does not retain detailed guest stay information.

Hotel: Retains guest information as specified in the Hotel's privacy policy.

16.5 Complete Privacy Terms

For complete information about how guest data is collected, used, and protected during the resort stay, please review the Hotel's privacy policy at:

<https://vidantaworld.com/en/privacy-policy>

This privacy policy governs the Hotels' data practices and is incorporated by reference into these Terms and Conditions.

17. MODIFICATION OF TERMS

17.1 Right to Modify

The Hotels reserve the right to modify, amend, or update these Terms and Conditions at any time with or without notice. Modifications may be made to:

- Comply with changes in law or regulation
- Address operational or safety concerns
- Improve clarity or readability
- Reflect changes in business practices or services
- Respond to unforeseen circumstances

17.2 Effective Date of Changes

- Changes become effective immediately upon posting to <https://vidantaworld.com/en/legal>
- The version effective at the time of Certificate redemption governs
- The Hotels may, but are not obligated to, notify bearers of material changes

17.3 Continued Use Constitutes Acceptance

Bearer's redemption of the Certificate after changes are posted constitutes acceptance of the modified Terms and Conditions.

17.4 Protection of Essential Terms

Notwithstanding Section 17.1, the Hotels will not materially diminish the essential elements of the Resort Vacation for Certificates issued prior to any modification. Essential elements include:

- Four-day/three-night duration
- Two-person occupancy
- Core inclusions (accommodations, meals up to stated value caps, non-alcoholic drinks, show tickets, transfers)
- General destination (BON Park Hotel or Jungala Hotel in Mexico)

17.5 Operational Substitutions

The Hotels may substitute comparable accommodations, entertainment, transportation, or other elements due to availability or operational requirements without being deemed a material diminishment. For example:

- Assigning a different but comparable suite
- Providing a different Cirque du Soleil show date or time
- Using a different ground transportation provider
- Adjusting meal service times or restaurant locations
- Substituting comparable amenities or services

17.6 Version Control

These Terms and Conditions are version-controlled with effective dates. The version number and effective date appear at the top of this document.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Governing Law - Mexico

This Certificate and these Terms and Conditions shall be governed by and construed in accordance with the laws of Mexico, including:

- Federal laws of the United Mexican States
- Mexican Federal Consumer Protection Law (Ley Federal de Protección al Consumidor)
- Mexican Federal Civil Code and applicable state civil codes
- Applicable Mexican tourism and hospitality regulations

For hotel service matters:

- BON Park Hotel — laws of the State of Nayarit
- Jungala Hotel — laws of the State of Quintana Roo

18.2 Mandatory Consumer Protection Rights

Mexican consumer protection law provides mandatory rights that cannot be waived, including rights to truthful information, protection from abusive practices, and access to consumer complaint procedures.

To the extent any provision of these Terms conflicts with non-waivable Mexican consumer law, Mexican law shall prevail.

18.3 Good Faith Negotiation

Before initiating formal proceedings, the parties agree to attempt good-faith resolution by written notice describing the dispute and requested resolution. The receiving party shall respond within

ten (10) business days. The parties shall attempt good-faith resolution before filing formal claims where reasonably practicable.

18.4 PROFECO - Mexican Consumer Protection Agency

Guests retain the right to file complaints with Mexico's consumer protection authority:

PROFECO — Procuraduría Federal del Consumidor

Website: www.gob.mx/profeco

Phone: 800-468-8722 (Mexico)

International: +52-55-5625-6700

PROFECO offers mediation and arbitration services. Nothing in these Terms limits a consumer's right to seek PROFECO assistance where applicable.

18.5 Jurisdiction and Venue — Hotel Service Claims (Mexico)

All claims relating to:

- hotel services
- accommodations
- resort operations
- on-property incidents
- guest stay conditions
- fulfillment of the Resort Vacation

shall be brought exclusively in the competent courts of Mexico as follows:

BON Park Hotel: courts of Bahía de Banderas, Nayarit, or federal courts with jurisdiction in Nayarit

Jungala Hotel: courts of Solidaridad (Playa del Carmen), Quintana Roo, or federal courts with jurisdiction in Quintana Roo

Bearer consents to jurisdiction and venue in those courts for such claims.

18.6 Jurisdiction and Venue — Administrator Claims (Spaxial Only)

Claims asserted solely against Spaxial Strategy LLC arising solely from its administrative functions under this Certificate shall be brought exclusively in the state or federal courts located in Broward County, Florida, United States.

Bearer expressly consents to personal jurisdiction and venue in those courts and waives any objection based on improper venue or forum non conveniens.

For clarity:

(a) The governing law provision in Section 18.1 shall apply to all claims arising from or related to this Certificate, including claims asserted in a United States court against Spaxial Strategy LLC, except to the extent mandatory United States law requires otherwise; and

(b) Nothing in this Section alters the exclusive Mexican venue requirement in Section 18.5 for claims relating to hotel services, accommodations, resort operations, or on-property incidents.

18.7 Jury Trial Waiver — Administrator Claims Only

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY CLAIM ASSERTED AGAINST SPAXIAL STRATEGY LLC ARISING FROM ITS ADMINISTRATIVE FUNCTIONS AND BROUGHT IN A UNITED STATES COURT, THE PARTIES KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE CERTIFICATE PROGRAM.

18.8 Language

These Terms are provided in English. If a Spanish version is issued, the Spanish version shall control to the extent required by Mexican law.

18.9 Statute of Limitations

Claims must be brought within the applicable limitation periods under governing law. Under Mexican civil law, many contractual claims carry a ten (10) year limitation period, though shorter periods may apply depending on claim type.

18.10 Attorney's Fees and Costs

Court costs and attorney's fees shall be allocated as determined by the court in accordance with applicable law.

18.11 Alternative Dispute Resolution

The parties may mutually agree to mediation or arbitration, including PROFECO conciliation or arbitration. No party is required to waive statutory rights to court or PROFECO proceedings unless separately agreed in writing after a dispute arises.

19. SEVERABILITY AND ENTIRE AGREEMENT

19.1 Severability

If any provision of these Terms and Conditions is found by a court to be invalid, illegal, or unenforceable under Mexican law:

- The remaining provisions shall continue in full force and effect

- The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent
- If modification is not possible, the invalid provision shall be severed and the remainder of the Terms shall continue

19.2 Entire Agreement and Incorporated Documents

This Certificate and these Terms and Conditions, **together with the Hotel's terms and conditions, policies, and privacy policy (all incorporated by reference)**, constitute the entire agreement regarding the Resort Vacation and supersede all prior or contemporaneous:

- Agreements, understandings, or arrangements (written or oral)
- Representations, warranties, or promises
- Negotiations or discussions
- Marketing materials or promotional descriptions

Documents Incorporated by Reference:

1. These Terms and Conditions
2. Hotel's guest terms and conditions
3. Hotel's privacy policy at <https://vidantaworld.com/en/privacy-policy>
4. Hotel's house rules and resort policies

Guests are responsible for reviewing all incorporated documents. By redeeming this Certificate and checking in at the resort, guests agree to be bound by all such terms.

19.3 No Reliance on External Representations; Administrator Statements; or Marketing and Promotional Materials

External Representations: Bearer acknowledges that they are not relying on any representations, warranties, promises, or statements not explicitly contained in this Certificate, these Terms and Conditions, or the Hotel's incorporated policies.

Administrator Statements: Bearer acknowledges that no representations, warranties, or promises have been made by Spaxial Strategy LLC or its personnel other than those expressly set forth in these Terms and Conditions and the incorporated Hotel policies. Bearer agrees that they have not relied on any oral, marketing, promotional, or informal statements in redeeming this Certificate.

Marketing and Promotional Materials: Any marketing or promotional materials describing the Certificate are for general informational purposes only. In the event of any inconsistency

between promotional materials and these Terms and Conditions, these Terms and Conditions shall control.

19.4 No Oral Modifications; No Modification by Informal Communications

No Oral. These Terms and Conditions may not be modified orally. Any modifications must be in writing. No employee, agent, or representative of Spaxial or the Hotels has authority to modify these Terms or make representations inconsistent with these Terms.

No Modification by Informal Communications: No email, message, verbal statement, customer service communication, or other correspondence from Spaxial personnel shall modify or supplement these Terms and Conditions unless expressly stated in a written amendment signed by an authorized officer of Spaxial Strategy LLC.

19.5 No Waiver

Failure to enforce any provision of these Terms and Conditions or to exercise any right shall not constitute a waiver of that provision or right. No waiver of any provision shall be deemed a waiver of any other provision or a continuing waiver.

19.6 Survival

The following provisions survive termination, cancellation, expiration, or fulfillment of the Certificate:

- Section 14 (Tax Responsibilities)
- Section 15 (Liability Limitations and Release)
- Section 16 (Privacy and Data Protection)
- Section 18 (Governing Law and Dispute Resolution)
- Section 19 (Severability and Entire Agreement)
- Any other provision that by its nature should survive

19.7 Headings

Section and subsection headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

19.8 Interpretation

- "Including" means "including but not limited to"
- Singular includes plural and vice versa
- "Or" is not exclusive (means "and/or")

- References to "days" mean calendar days unless otherwise specified
- "Business days" exclude weekends and Mexican federal and state holidays
- Monetary amounts in USD (United States Dollars) unless otherwise specified
- Ambiguities shall not be construed against the drafter

19.9 Assignment

Bearer may not assign, transfer, or delegate any rights or obligations under this Certificate or these Terms and Conditions. The Hotels and Spaxial may assign or transfer rights and obligations to any affiliate, subsidiary, successor, or purchaser of substantially all assets without bearer's consent.

19.10 Third-Party Beneficiaries

Except for Hotel Parties and Spaxial (as beneficiaries of liability limitations and releases), no person or entity not a party to this agreement shall have any right to enforce any provision of these Terms and Conditions.

19.11 Force and Effect

These Terms and Conditions are binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

20. CONTACT INFORMATION

20.1 Certificate Redemption and Administrative Matters

For Certificate redemption, booking questions, or administrative matters:

Adriana Robaina

Spaxial Strategy LLC

955 S Federal Hwy, Ste. 350

Fort Lauderdale, FL 33316

Broward County, Florida, United States

Email: sales@Spaxialstrategy.com

Please allow at least ten (10) business days for a response

20.2 Hotel Contact Information

For questions about hotel services, facilities, or resort policies:

BON Park Hotel at VidantaWorld Nuevo Vallarta

Operadora Turística Hotelera, S.A. de C.V.

Av. Paseo de las Moras S/N, Fracc. Náutico Turístico

Nuevo Vallarta, Bahía de Banderas, Nayarit, México, C.P. 63735

Boulevard Riviera Nayarit No. 254, Bahía de Banderas, Nayarit, México, C.P. 63735

Tel. 1 855 227 5685

Website: <https://vidantaworld.com/en/bon-hotel>

Jungala Hotel at VidantaWorld Riviera Maya

Riviera Mayan, S.A. de C.V.

Carr. Cancún - Tulum KM 48,

77710 Mayan Palace, Q.R., Mexico

Tel. 1 855 227 5685

Website: <https://vidantaworld.com/en/jungala-hotel>

20.3 Hotels Terms and Privacy Policy

Hotels Terms: <https://vidanta.com/termservice>

Hotels Privacy Policy: <https://vidantaworld.com/en/privacy-policy>

20.5 Dispute Resolution and Complaints

For disputes or complaints:

Hotel Management:

Contact hotel directly at numbers listed in Section 20.2

PROFECO (Mexican Consumer Protection Agency):

Website: www.gob.mx/profeco

Phone: 800-468-8722 (toll-free in Mexico)

International: +52-55-5625-6700

ACKNOWLEDGMENT AND ACCEPTANCE

By redeeming this Certificate, bearer acknowledges that they have:

- Read and understood these complete Terms and Conditions in their entirety
- Had adequate opportunity to review these Terms, the Hotel's terms and conditions, and seek legal or other professional advice
- Agreed to be bound by all provisions contained herein and in the Hotel's terms and conditions
- Agreed to bind their guest to these Terms and Conditions and the Hotel's terms and conditions
- Understood that redemption constitutes acceptance of these Terms
- Understood that Mexican law governs this agreement

- Understood their rights under Mexican consumer protection law including the right to file complaints with PROFECO
 - Understood that the Hotels are the primary obligors and Spaxial acts in an administrative capacity only
-

ISSUED BY:

Spaxial Strategy LLC, as administrator for:

BON Park Hotel: Operadora Turística Hotelera, S.A. de C.V.

Jungala Hotel: Riviera Mayan, S.A. de C.V.

Last Updated: March 1, 2026

Version: 1.0