

Clear Creek Group, LLC STAY CARD Program

Terms and Conditions

1. GENERAL

1.1 The Clear Creek Group gift cards, known as STAY CARDS (“STAY CARDS”) are issued by The Clear Creek Group, LLC (“Clear Creek Group”). The Clear Creek Group, LLC is organized and operates in Teton County, Wyoming. Our registered office is at 2120 Carey Ave # 310, Cheyenne, WY 82001. Our mailing address is P.O. Box 10609, Jackson, Wyoming 83002. Our physical address is 120 West Pearl Avenue, Jackson, Wyoming 83001. Our telephone number is (307) 732-3400. Any email communications sent with respect to a STAY CARD or pursuant to these Terms and Conditions should be sent to info@tccgjh.com.

1.2 By purchasing a STAY CARD, you agree to comply with the Terms and Conditions set forth in this document. All services and interests acquired with respect to any STAY CARD purchased are deemed purchased, and will be issued and rendered, solely in Teton County, Wyoming.

2. PURCHASE TERMS

2.1 Any payment made to The Clear Creek Group in respect of a STAY CARD shall confirm your acceptance of these Terms and Conditions.

2.2 Purchase of, and payment for, STAY CARDS can be made in person or by telephone, with acceptable forms of payment being cash, wire transferred funds, and most debit or credit cards. If payment for STAY CARD is made by credit card, fees will apply.

2.3 The Clear Creek Group will endeavor to deliver STAY CARDS within five working days from the date of purchase. However, time of delivery will not be of the essence, and we will not be liable for any delay in delivery or losses arising from such delay. With the exception of shipping from Clear Creek Group to you or the recipient, no service or use fees will be imposed in connection with the sale of STAY CARD(s).

2.4 Upon delivery, you must examine the STAY CARD(s) and provide The Clear Creek Group with prompt written notice of any damage, defect, shortage or other inconsistency with your order; otherwise, all STAY CARD(s) will be deemed accepted.

2.5 Title to, and the right to use, the STAY CARD(s) passes to you only upon the later to occur of delivery of the card to you or our receipt of payment in full in good funds equal to the value of the STAY CARD. If payment is not received (e.g., debit or credit card payments are charged-back or declined) any STAY CARD(s) issued will become void without further action on our part.

3. REDEMPTION TERMS

3.1 STAY CARDS may only be used in payment or part payment for eligible accommodations or services provided by or through The Clear Creek Group or its agents. STAY CARDS are to be issued solely by The Clear Creek Group or its designee and cannot be resold, assigned, or transferred for value by any purchaser or recipient. STAY CARDS are not to be used for any advertising, marketing, sweepstakes, promotional, or other commercial purposes.

3.2 The range of accommodations, goods and services available for purchase using a STAY CARD may vary from time to time, and The Clear Creek Group does not make or give any promises, warranties or guarantees that particular properties, goods or service will be available at the time a STAY CARD is presented. Some accommodations or services available through The Clear Creek Group may not be eligible for purchase with STAY CARDS, and such accommodations and services will generally (but not always) will be designated as such before the time of purchase. All reservations and arrangements for accommodations, goods and services are subject to The Clear Creek Group’s customary terms of service, including execution of any associated rental, occupancy or service agreements, whether with The Clear Creek Group or a third-party service provider, as the same may be updated or modified from time to time.

3.3 Redemption of STAY CARDS in full or in part for purchases shall confirm acceptance of any Terms and Conditions that exist for those purchases or redemption of the STAY CARD(s) as of that date.

3.4 STAY CARDS do not expire and may be applied to applicable accommodations and services at any time.

3.5 When redeeming a STAY CARD, if the intended purchase is for a higher amount than the face value or remaining available balance of the STAY CARD(s), payment of the remaining balance is permitted using other acceptable forms of payment. If a purchase is made lower in price than the value or remaining available balance of the STAY CARD, any balance will remain on the STAY CARD and will be redeemable against future reservations or purchases, subject to these Terms and Conditions.

3.6 STAY CARDS cannot be refunded, returned, cancelled, or exchanged for cash, except to the extent required by law, nor can they be used to purchase other STAY CARDS. Change for unused STAY CARDS in the form of cash or credits to credit or debit cards will not be provided.

3.7 All risk of loss for the STAY CARD is the responsibility of the purchaser once The Clear Creek Group issues the STAY CARD to you. In the event a STAY CARD is lost or stolen, The Clear Creek Group must be immediately notified in writing. The Clear Creek Group shall have no responsibility or liability for lost or stolen STAY CARDS. We will require the unique STAY CARD code (printed on the STAY CARD) to be confirmed when discussing issues relating to the STAY CARD to verify that we are speaking with the STAY CARD holder.

3.8 These Terms and Conditions shall be construed in accordance with the laws of the State of Wyoming. You hereby agree that any dispute relating in any way to any STAY CARD(s) shall be adjudicated in Teton County, Wyoming, and you irrevocably consent to exclusive jurisdiction and venue in such courts.

3.9 You agree not to use any STAY CARD(s) in a manner that is unfair, misleading, deceptive, in violation of any law, or in any other manner that is harmful to The Clear Creek Group and its affiliates, designees, and customers. The Clear Creek Group reserves the right to void any STAY CARD(s) without a refund, and to cancel or limit orders, suspend or terminate the ability to use any Clear Creek Group service or accommodation, and to invoice alternate forms of payment if The Clear Creek Group determines in its sole and exclusive discretion that any recipient or redeemer of any STAY CARD(s) engaged in fraud, unlawful conduct, or a violation of these Terms and Conditions to obtain, use, or apply any STAY CARD(s) to any purchase from The Clear Creek Group.

4. PRIVACY POLICY

4.1 Any personal information supplied to The Clear Creek Group, LLC is used, held or stored in accordance with The Clear Creek Group's Privacy Policy.

5. LIMITATION OF LIABILITY

5.1 THE CLEAR CREEK GROUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GIFT CARDS, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR ANY PURPOSES OR MERCHANTABILITY, AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE IDENTIFIED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW. CLEAR CREEK GROUP SHALL BE LIABLE TO ANY RECIPIENT OR REDEEMER OF ANY GIFT CARD ONLY TO THE EXTENT OF THE VALUE OF SUCH GIFT CARD, AND THE VALUE OF SUCH GIFT CARD SHALL BE THE SOLE REMEDY AND EXTENT OF DAMAGES AGAINST THE CLEAR CREEK GROUP.