

## Drury Hotels Gift Card™ Terms and Conditions

These Gift Card Terms and Conditions (“Terms”) apply to the Drury Hotels Gift Card™ (the “Card”). For purposes of these Terms, “you” and “your” refer to the person who has purchased, received, or used the Card and “Drury,” “we,” “our,” or “us” refer to Drury Hotels Gift Cards, LLC, the issuer of the Card and all of its parents, subsidiaries, and affiliates.

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. BY PURCHASING, ACCEPTING, OR USING A CARD, YOU AGREE TO THESE TERMS. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT PURCHASE, ACCEPT, OR USE A CARD.

**MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER.** These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your purchase, acceptance, or use of a Card will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator’s decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. For more details, see below.

1. Customer Service or Balance Inquires. For customer service or balance inquires, please call us at 1-888-892-7890 or email us at [drurygiftcards@druryhotels.com](mailto:drurygiftcards@druryhotels.com).
2. Use of Card. Drury issues a Card in the form of an electronic card. A Card is redeemable only at Drury locations or on Drury websites. A Card can be used toward participating Drury lodging charges (i.e., room night charges and applicable taxes). A Card may be applied to pre-paid rates if the Card is applied online as payment at the time of booking. If you book a pre-paid rate without utilizing the online Card redemption process, then the only way to apply a Card for the reservation is if there is a balance due at the time of check in or check out at the hotel.

A Card cannot be used to purchase additional Cards. If the amount of your Card does not cover the total purchase amount, you must pay for the remainder of the purchase with another valid form of payment. If the amount of your Card is more than the total amount of purchase, the balance amount will be stored on the Card for future use. It is your responsibility to keep track of the value of your Card. You can track your balance online at <https://www-usa1.givex.com/cws4.0/druryhotels> or by contacting us as described in the “Customer Service or Balance Inquiries” section above.

If you are purchasing a Card, you are responsible for providing an accurate email address. Drury is not responsible for delivery of a Card to an incorrect but deliverable address or a non-existent address.

3. Cash Redemption. Except as required by law, a Card is not redeemable or exchangeable for cash, check, or credit.

4. Not Reloadable. A Card is not a credit or debit card and is not reloadable.
5. Lost or Stolen Cards. Drury is not responsible if your Card is used without your permission or stolen.
6. Expiration. Cards do not expire and are valid until redeemed.
7. Sales Tax. Sales tax is not charged when buying Cards, however, purchases paid for with Cards will be charged applicable sales tax if the purchase is made where tax is payable.
8. Issuer. The issuer of a Card is Drury. Drury reserves the right to refuse, deactivate, cancel, reject, or hold for review any Card mistakenly issued in an incorrect denomination or issued or procured, directly or indirectly, in connection with fraudulent actions or in connection with any violation of these Terms.
9. Amendment to Terms. Drury may, in our sole discretion, and to the extent permitted by law, amend these Terms at any time by posting revised Terms. Please check Drury's website for any changes to these Terms. Any changes shall apply to outstanding Cards and all Card transactions that occur on or after the effective date of the amendments, unless otherwise indicated. By the act of purchasing, accepting, and/or using a Card after the effective date of any changes to these Terms, you consent to the change.
10. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY AND DRURY'S SOLE LIABILITY WILL BE THE REPLACEMENT OF THAT CARD.

11. **MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER**

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the "Customer Service or Balance Inquires" section above.

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and to the extent allowed by law, you hereby agree that either you or we may require any dispute, claim, or cause of action ("Claim") between you and us or any third parties arising out of the purchase, acceptance, or use of a Card, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. Claims also include, except as otherwise provided herein, disputes related to the coverage, applicability, arbitrability, enforceability, formation, scope, or validity of these Terms, including this Arbitration provision, all of which shall be subject to the sole power of the arbitrator as described herein. Notwithstanding anything else herein, the enforceability of the Class Action Waiver shall be determined by a court. In addition, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of

multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

You and we agree that your purchase, acceptance, or use of a Card involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (a) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (b) the applicable statutes of limitations; and (c) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (i) making written demand for arbitration upon the other party, (ii) initiating arbitration against the other party, or (iii) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator’s

award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of any Card and any other actions with us.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at [legal@druryhotels.com](mailto:legal@druryhotels.com) and including in the subject line "Rejection of Arbitration Provision."

12. No Waiver. No failure, omission, or delay on the part of us in exercising any rights under these Terms will preclude any other further exercise of that right or other rights under these Terms.
13. Severability. If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.
14. Governing Law and Venue. These Terms shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflicts of law rules, and the United States of America. Except as set forth in the agreement to arbitration and without waiving it, you agree that any dispute arising from or relating to the subject matter of these Terms (including but not limited to if you opt out of the agreement to arbitration) shall be governed by the

exclusive jurisdiction and venue of the state and federal courts of Richmond, Virginia, except where the jurisdiction and venue are mandated by applicable assignment.