

Cancel for Any Reason Protection Plan

TERMS AND CONDITIONS

Overview

In the event we (Pacific Swim Co.) postpone your swim due to fog, weather, safety concerns, or other issues, **OR** you need to cancel your participation in a swim for any reason at all, our optional Cancel For Any Reason Protection Plan offers you a way to help make your swim experience stress-free and get up to a 100% refund of your fare.

The Cancel For Any Reason Protection Plan, or "Plan," has two service levels, each providing a different level of flexibility and cost. This Plan is not an insurance policy. Instead, it's a cancellation fee waiver program offered by us, Pacific Open Water Swim Co. (or "PacSwimCo").

The availability of this plan varies and may only be available for some customers or on some bookings. Please read the Terms and Conditions below for the limitations and conditions and how the plan works.

PacSwimCo may revise these Terms and Conditions at any time by updating the terms. We may or may not notify you of any change of terms.

Within this document, 'Swim' means the itinerary and all services/products to be supplied by PacSwimCo to you and described in the Booking Confirmation or invoice. If you have questions, don't hesitate to contact us. Find our contact information at the end of this document.

All headings and titles outlined in these terms and conditions are for convenience only and have no separate meaning or effect.

Plan Terms and Conditions

1. **Purchases.** The option to Cancel for Any Reason with PacSwimCo may only be purchased when booking and may not be added after booking your Swim. The Cancel for Any Reason option must be purchased for all services/products included in the booking. PacSwimCo reserves the right to deny purchases of the option for any reason permitted by law (e.g., misrepresentation, fraud, or misuse).
2. **Non-refundability.** The cost of the option to Cancel for Any Reason with PacSwimCo is non-refundable and is only valid for the booking for which the option to Cancel for Any Reason was purchased. The option to Cancel for Any Reason is not transferable and cannot be carried over to any future bookings.
3. **Refund.** By purchasing one of the options to Cancel for Any Reason, you are eligible to receive either a partial refund from PacSwimCo or a 100% refund, depending on the Coverage. The refund amount is a percentage of the base fare(s), the guest fee(s), and any additional services/products included in the booking except for the fees identified in the "Refund Reductions and Limitations" clause below.
4. **COVERAGE**

4.1. **Cancellation by You Coverage.** Election of a Cancel for Any Reason Plan option allows for a partial refund of the Total Fare per the **REFUND SCHEDULE** table below and the plan option you purchased. Your Swim fare is calculated as the base Swim fare(s) plus any additional guest fares, paid add-ons products/services, such as photo packages, and CO2 offset fees.

4.2. **REFUND SCHEDULE.**

DATE WHEN YOU CANCEL	STANDARD CANCELLATION (Included with all Fares)	CANCEL FOR ANY REASON <u>BASE PLAN</u>	CANCEL FOR ANY REASON <u>PREMIUM PLAN</u>
>120 days before your Swim	100% Refund less \$65	100% Refund	100% Refund
91 - 120 days before your Swim	75% Refund	100% Refund	100% Refund
61 - 90 days before your Swim	50% Refund	75% Refund	90% Refund
31 - 60 days before your Swim	25% Refund	75% Refund	90% Refund
14 days to 30 days before your Swim	No Refund	75% Refund	90% Refund
Three days to 13 days before your Swim	No Refund	50% Refund	80% Refund
Two days to 2:00 PM (PST) the day before your Swim	No Refund	25% Refund	50% Refund
After 2:00 PM (PST) the day before your Swim	No Refund	No Refund	No Refund

4.3. **When Cancellation by You Coverage Ends.**

Your Coverage will end on the earliest of the following:

- When we cancel the Swim;
- When we postpone the Swim;
- At the time of cancellation;
- At 2:00 PM (PST), the day before your Swim; or
- When the escort vessel departs dock.

4.3.2. **Exercise Process.** If you have purchased the Cancel for Any Reason plan options for a booking through PacSwimCo, you may cancel that purchase by visiting www.PacificSwim.co, navigating to the '**More...**' menu, and selecting the '**Swim Cancellation**' item. Fill out the form and submit it before the expiration period identified in the 'Exercise windows' clause below. No documentation or reason will be required to cancel. If the website is unavailable, or you do not receive a confirmation email after exercising your option to Cancel for Any Reason via the website, a letter mailed via the USPS or equivalent with proof of mailing may be substituted. To prove cancellation and mailing, please email a copy of the proof of mailing to 'swim@pacificswim.co'.

PLEASE BE AWARE THAT TELEPHONE CALLS, VOICEMAIL, EMAIL, SMS, OR OTHER ELECTRONIC COMMUNICATION ARE NOT ACCEPTABLE METHODS OF CANCELLATION OR NOTIFICATION.

- 4.3.3. **Exercise windows.** Except as provided in the Section below titled “Exclusions,” you must exercise your purchased booking cancellation through PacSwimCo’s website no later than 2:00 PM (PST) the day before your scheduled Swim is listed on your Booking Confirmation.
- 4.3.4. **Cancellation.** Exercising your option to Cancel for Any Reason will result in a cancellation of the entire booking purchased, and you must cancel it in full or not cancel at all. Partial cancellations are not allowed. Cancellations cannot be reversed.
- 4.3.5. **Exclusions.** The option to Cancel for Any Reason does not apply following the earlier:
- Any voluntary cancellation or change requested by you directly of any booking subject to the Cancel for Any Reason;
 - A declaration of an “emergency” or similar “extraordinary measures” taken by any governmental authority in the destination city, region, or issuance of a Safety and Security Alert by the United States Department of State or a Travel Health Notice Warning by the United States Centers for Disease Control and Prevention (CDC) for such destination; or
 - In the event of such cancellation, declaration of emergency, alert, notice, designation, or other similar government action, your option to Cancel for Any Reason shall expire immediately, and a refund of your PacSwimCo purchase will be subject to the Ticket Contract for your booking.
- 4.4. **Postponed Swim Coverage.** Subject to when the section below titled ‘**When Postponed Swim Coverage Ends**’ and for both the Base and Premium levels, PacSwimCo has extended coverage automatically to include swim postponement under the following circumstance: If your booking or part of your booking is postponed, delayed, or canceled prior to departure by PacSwimCo due to the reasons explicitly defined within the Booking Contract, this plan will refund you 100% of the base swim fare and any unused options or products included in your swim confirmation in the event you do not accept an alternate swim or voucher offered by us.
- 4.4.1. **When Postponed Swim Coverage Ends.**
- Your Coverage will end on the earliest of the following:
- When you exercise the **Cancellation by You Coverage**;
 - When we cancel the Swim;
 - You arrive at the meeting location after the safety briefing has begun;
 - 90-minutes after the scheduled meeting time for your Swim;
 - You have accepted the refund offer made by us for the **Postponed Swim Coverage**;

- You have accepted the offer for a voucher made by us; or
 - When the escort vessel departs the dock;
5. **Refund.** When you successfully exercise your Cancel for Any Reason option or become automatically eligible for a refund due to the "Postponed Swim Coverage" provisions, PacSwimCo will issue a refund for the relevant portion of the total fare cost, as outlined in the plan, using the payment method with which you made the booking. You can expect refund processing within 30 days, often sooner.
 6. **Refund Reductions and Limitations.** PacSwimCo's refund policy limits refunds to the amount paid by you, less any services or products received by you. In addition, no refunds will be given for the Cancel for Any Reason option fee or any banking/transaction fees you paid, including PayPal fees.
 7. **Modifications.** If your purchased PacSwimCo Swim is modified at your request after booking, the "Cancel for Any Reason" will apply only to the original amount of the purchased Swim. Certain modifications, such as changes to a passenger name or changes not applicable to all passengers on a multi-passenger booking, may require contacting PacSwimCo at swim@pacificswim.co to exercise your option to Cancel for Any Reason.
 8. **Not insurance.** PacSwimCo provides its customers with the Cancel for Any Reason option to give a more seamless and flexible experience for Swims booked through PacSwimCo. This optional plan and the related terms and conditions are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you. Our recommendation for our guests or travelers to San Francisco is to compare quotes from the trip cancellation insurance companies such as tinleg.com, axa-assistance.us, or hthtravelinsurance.com for insurance products that may be valuable during any travel. There is no affiliation between these companies and us. We do not endorse or recommend their services other than to inform you that trip cancellation insurance with such companies may be a good idea.
 9. **Contact.** For any questions, please contact PacSwimCo at swim@pacificswim.co or via voicemail/SMS at +1-415-737-9870.

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