

# Credit Instrument Terms and Conditions

**Version: 1.0.1 – July 1, 2025**

Pacific Open Water Swim Co. Credit & Gift Certificate Terms & Conditions

By purchasing, receiving, or using any Pacific Open Water Swim Co. credit instrument, including but not limited to Gift Certificates, Swim Credit Vouchers, Rescheduling Vouchers, Deferral Credits, Weather Credits, Promotional Credits, Referral Credits, Event Credits, Merchandise Credits, Add-On Credits, Prepaid Swims, Deposits, Retainers, Membership Benefits, and Rain Checks (collectively, "Credits"), you agree to the following terms and conditions:

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## 1. Definition of Credits

Credits refer to prepaid or awarded vouchers redeemable for swim-related services, merchandise, or registration fees as outlined in these terms and conditions. Gift Certificates are a commonly used form of Credit but are not the only type covered under this agreement. **Credits have no cash value except as required by law.**

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## 2. Credit Usage & Restrictions

PACIFIC OPEN WATER SWIM CO. RESERVES THE SOLE RIGHT TO DETERMINE THE ELIGIBILITY, ACCEPTANCE, AND APPLICATION OF ANY CREDIT. CREDITS ARE VALID ONLY FOR THE SERVICES EXPLICITLY STATED IN THESE TERMS AND MAY NOT BE USED IN ANY MANNER INCONSISTENT WITH THEIR INTENDED PURPOSE.

- Credits do not guarantee availability for specific events, dates, or services.
- Pacific Open Water Swim Co. may decline redemption of a Credit if it was obtained fraudulently, misused, altered, or if its use violates these terms.
- Credits cannot be used to circumvent policies, including but not limited to cancellation, refund, or event eligibility requirements.
- Any dispute regarding the use or interpretation of a Credit shall be resolved solely by Pacific Open Water Swim Co.

- Credits may only be used for new solo or group swim registrations in San Francisco Bay, including special events such as birthdays and reunions, unless otherwise stated.
  - Credits may not be redeemed for third-party services, even if offered in connection with Pacific Open Water Swim Co. events, unless explicitly authorized in writing.
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### 3. No Combined Discounts

Credits issued at a discounted value (for less than face value) or related to a registration where a discount, promotion, or special pricing was applied cannot be used with any other discounts, promotional pricing, or events already discounted, including club member rates. **These restrictions must be visibly disclosed at the time of purchase.** Any questions regarding this clause, its interpretation, acceptance, or determination of Credit use shall be decided solely by Pacific Open Water Swim Co.

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### 4. Excluded Services

Credits cannot be applied to clinics, lessons, training programs, other services, or merchandise unless specifically available during event registrations.

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### 5. Single Use per Event

Only one Credit may be used per swim event per person, unless otherwise stated. Credits may cover add-ons (e.g., photo packages, swim trackers, merchandise) if purchased at registration. Any remaining balance may be applied to additional new swims under these same terms.

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### 6. No Replacement for Loss

Credits are treated as cash and will not be replaced if lost, stolen, or damaged **except as required by California law.** Pacific Open Water Swim Co. and the purchaser do not retain copies or records of individual Credits, including the associated code and PIN, and are not liable for lost, stolen, or destroyed Credits unless required by law. The responsibility for safekeeping the Credit, including its code and PIN, lies solely with the recipient. If lost, and no statutory replacement obligation applies, no reissuance or recovery is possible.

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## 7. Final Sale – No Refunds

Credits are non-refundable, except where required by law.

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## 8. No Retroactive Use

Credits cannot be applied to prior bookings or payments.

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## 9. Compliance with California Law

- No Expiration or Fees – Credits do not expire and do not incur service fees unless otherwise stated.
  - Cash Redemption for Low Balances – Balances under \$10 may be redeemed for cash upon request, in accordance with California Civil Code § 1749.5.
  - **Savings Clause** – In the event of any conflict between these terms and applicable state or federal law, the latter shall control to the minimum extent required.
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## 10. Transferability & Restrictions

Credits are transferable unless otherwise stated. However, they may not be:

- Resold, bartered, or exchanged for cash (except as required by law).
- Used for unauthorized third-party sales, commercial purposes, or promotional giveaways without prior written approval.
- Transferred through online resale platforms (e.g., eBay, Craigslist, Facebook Marketplace) without Pacific Open Water Swim Co.'s approval. Unauthorized resale may result in the Credit being voided.

**IMPORTANT NOTICE:** Because Credits are transferable, Pacific Open Water Swim Co. does not maintain a record of ownership or track transfers. Once a Credit is issued, we have no way to verify who currently holds it. For security and fraud prevention, we do not store Credit codes or PINs and cannot reissue or replace them if lost, stolen, or shared except as required by law. **Pacific Open Water Swim Co. is not a party to any transfer between third parties and will not mediate disputes arising**

**from such transfers.** The recipient is solely responsible for safekeeping and using their Credit.

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## **11. Partial Use and Balance Retention**

If the total purchase is less than the Credit value, the remaining balance may be used for future eligible purchases. No cash refunds are permitted, except for balances under \$10 as required by law.

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## **12. Redemption Process**

To redeem, enter the Credit code and PIN at checkout when registering. If assistance is needed, contact us before completing the booking. If a valid Credit cannot be processed online due to technical issues, Pacific Open Water Swim Co. will honor the balance upon verification.

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## **13. Governing Law & Venue**

These terms shall be governed by and construed in accordance with the laws of the State of California. Any disputes regarding these terms shall be handled in San Francisco, California.

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## **14. Mandatory Binding Arbitration**

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO A CREDIT, INCLUDING ITS USE, VALIDITY, OR ENFORCEABILITY, SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION THROUGH THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS CONSUMER ARBITRATION RULES.

- Arbitration shall take place in San Francisco, California.
- The arbitrator's decision shall be final and binding, with no right to appeal.
- By purchasing or using a Credit, you waive the right to bring claims in court, including participation in any class action.
- **This arbitration clause is intended to be interpreted broadly to the maximum extent permitted by law, and if any provision is found unenforceable, the remaining provisions shall remain in effect.**

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## 15. Additional Agreements Required for Participation

REDEEMING A CREDIT FOR ANY SWIM EVENT OR SERVICE REQUIRES FULL AGREEMENT TO PACIFIC OPEN WATER SWIM CO.'S BOOKING CONTRACT, PARTICIPANT WAIVER & INDEMNITY AGREEMENT, AND ANY OTHER APPLICABLE AGREEMENTS. THESE AGREEMENTS ARE LEGALLY BINDING, GOVERNED BY U.S. FEDERAL MARITIME LAW, AND SUPERSEDE ANY PRIOR COMMUNICATIONS.

**Failure to agree to these required documents renders the Credit void without refund.**

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## 16. Right to Refuse Service

Pacific Open Water Swim Co. reserves the right to refuse service to any participant who fails to meet the required qualifications outlined in our participant agreements, poses a safety risk, or does not adhere to event policies.

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## 17. Consent to Photography or Media Usage

By participating in a swim event, you consent to the use of your image or likeness in any photographs, videos, or other media **without compensation, in perpetuity, and for any lawful purpose, including advertising and marketing**, by Pacific Open Water Swim Co.

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## 18. Modification of Terms

Pacific Open Water Swim Co. may update these terms at any time to comply with applicable laws. The latest version will always be available on our website. **Material changes will not retroactively apply to Credits issued before the date of change unless required by law.**

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For questions or assistance, contact us at [swim@pacificswim.co](mailto:swim@pacificswim.co) or call 415-737-9870.

**LINKS TO PACIFIC OPEN WATER SWIM CO.'S BOOKING CONTRACT & PARTICIPANT WAIVER & INDEMNITY AGREEMENT:**

<https://www.pacificswim.co/booking-contract-terms-and-conditions/>

<https://www.pacificswim.co/waiver/>