



## Visit Lake Norman

Lake Norman Convention & Visitors Bureau  
19900 West Catawba Avenue, Suite 102  
Cornelius, North Carolina 28031  
704-987-3300  
visitlakenorman.org

### TERMS AND CONDITIONS

Visit Lake Norman (Lake Norman Convention & Visitors Bureau) (together with its affiliated entities, the "Company") would like to make sure that you (as the "user") have an experience on the VisitLakeNorman.org site (the "Site") that is a pleasant and productive one.

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE USER'S LAST VISIT TO THIS SITE. BY USING THIS SITE, USER INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF USER DOES NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THIS SITE.**

#### Terms & Conditions

The Site belongs to the Company and is currently provided free-of-charge to users who agree to abide by the terms and conditions of this Agreement. The Company reserves the right to change the nature of this relationship at any time and to revise these terms and conditions from time to time as it sees fit. Users who violate the terms of this Agreement will have their access canceled and they may be banned permanently from using the Site and any of its interactive services.

Users should check these terms and conditions periodically. By using the Site after the Company posts changes to these terms and conditions, users agree to accept those changes, whether or not users actually reviewed them.

Ordering products on the Site will constitute the user's acceptance of these terms and conditions. **If you do not agree to abide by these terms, please do not order products or tours from the Site.**

#### Trademarks, Copyrights & Restrictions

This Site and all materials on the Site, including, but not limited to, images, illustrations, posts, audio clips, video clips (collectively, the "Materials") are the property of the Company and its affiliates and licensors and are protected from unauthorized copying and dissemination by copyrights that are owned or licensed by the Company and by copyright law, trademark law, international conventions and other intellectual property laws. Users may not reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any Materials from Site, or any other web site owned or operated by the Company without the prior written permission of the Company. However, users may download or make one copy of the Materials and other downloadable items displayed on the Site, provided that the same are not used for any commercial purpose, distributed to third parties or offered for sale to

third parties, and further provided that all copyright and other notices contained in the Materials are left intact. Any modification of the Materials, or any portion thereof, or use of the Materials for any other purpose constitutes an infringement of the Company's copyrights and other proprietary rights. Use of these Materials on any other web site or other networked computer environment is prohibited without prior written permission from the Company.

Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any of the Materials, through the use of framing or otherwise, except: (a) as expressly permitted by these terms and conditions; or (b) with the prior written permission of the Company or such third party that may own the trademark or copyright of information displayed on this Site.

## **Privacy & Security**

The Company is concerned about privacy and security matters for its visitors and customers. The Company protects the user's shopping experience by:

- Utilizing SSL encryption technology
- Hosting its site on secure servers behind four firewalls
- Maintaining secure site status from security industry leader Elavon

Below is more detailed information about online security and privacy, what types of information the Company collects and how to contact it.

## **Users**

The Company does not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion.

No person under the age of 13 should use the Site without the consent of his or her parent or legal guardian. Use of the Site by any user shall be deemed to be a representation that the user is 13 years of age or older.

## **Links**

The Company is not responsible for the content of any sites that may be linked to its Site. These links are provided for the user's convenience only and users access them at their own risk. Any other web site accessed from this Site is independent from the Company, and the Company has no control over the content of that other web site. In addition, a link to any other web site does not imply that the Company endorses or accepts any responsibility for the content or use of such other web site.

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by the Company of that third party or of any product or service provided by a third party.

## **Cookies**

"Cookies" are small, encrypted data files (containing references to user ID information supplied by the user and stored on the Company's secure server) that may write to the user's hard drive once the user has accessed a site. The Company does not use cookies to keep track of a user's

shopping cart, save the user's password, or save the user's credit card information. To learn more about how the Company protects customer information, please review its Privacy Policy.

### **Is the User's Company and Payment Information Safe?**

At VisitLakeNorman.org, whenever a user provides any information (e.g. when making a purchase), the Company encrypts it so that no one else can read it while it is being transmitted over the Internet. In addition, all information (such as the user's company and associate names, addresses and payment information) is safely stored behind a firewall. A firewall is a set of related programs that protects the user's information from users from other networks. The Company stores this type of information so that a user does not have to enter it each time the user makes a purchase or log in.

### **What Types of Information Does the Company Collect?**

The Company collects various types of information that may be used to support the user's relationship with us. For example, the Company collects:

- IP addresses of visitors to its Web site
- Email addresses of those who email it or register with it
- Information on how many visits each page receives
- Information volunteered by the customer, such as site registrations

### **Product & Services Information**

Most products (and some services) offered on the Site are available in the Visit Lake Norman Visitor Center, Cornelius, North Carolina, where the prices and availability, however, may vary. Prices shown on the Site apply to the products and services on the Site and may change at any time without notice.

The Company attempts to display all products shown on the Site in an accurate manner, however, because of the technical differences in the equipment of its customers, the Company cannot be responsible for photographic differences in size, shape and color of the products. The Company is not responsible for printing or typographical errors.

The receipt of an email order confirmation is simply recognition that the Company has received the user's requested order, and does not constitute an offer to sell. The Company reserves the right to limit the quantity of any item sold, or prohibit a sale altogether.

### **Payment:**

The Company accepts MasterCard and Visa for deposits and final payments. User's verbal authorization to take payment confirms the user's acceptance of these Terms and Conditions and user's reservation or order, whether or not user has signed the appropriate credit/charge card draught. The Company requires a signature on file for final payment, even if the payment had already been made. An invoice will be sent to user with your confirmation package.

### **Tour Deposits and Refunds:**

Reservations for tours will require a deposit equal to 100% of the tour price (the "Deposit"). The reservation will not be confirmed until the Deposit has cleared. Deposits will be non-refundable. Payment in full will be required by no later than two (2) business days prior to the tour date (the "Due Date"). Reservations are subject to cancellation, if final payment is not received by the Due Date. If the need arises to cancel your reservation, cancellations must be received in writing at least two (2) business days before the tour date. An amount equal to the price of all entrance tickets, if any, that were purchased on the user's behalf together with the Deposit amount, will be non-refundable. If notice of cancellation is not received at least two (2) business days before tour date, the full price of the tour will be non-refundable.

### **Online Merchandise Return Policy**

Merchandise purchases on the Site, which is unused and in original condition, may be returned for a full refund within 30 days of purchase, with receipt. Merchandise may be returned to the Company at the following address:

Visit Lake Norman  
19900 West Catawba avenue, Suite 102  
Cornelius, North Carolina 28031

### **Disclaimers & Indemnity**

By using the Site and/or posting Materials, you agree to indemnify the Company, its officers, directors, employees, successors, agents, distributors, and affiliates for any and all claims, damages, losses, and causes of action (including attorneys' fees) arising out of or relating to the user's breach or alleged breach of this agreement (including without limitation, claims made by third parties for infringement of intellectual property rights), or for any content that is provided by user (or through the user's user I.D. and/or password). User agrees to cooperate as fully as reasonably required in the defense of any claim. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by user.

This Site contains facts, views, opinions, statements and recommendations of third-party individuals and organizations. The Company does not represent, warrant or endorse the accuracy, relevance or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Site. User acknowledges that any reliance on any such opinion, advice, statement or information will be at the user's sole risk.

The Materials on this Site are transmitted and distributed "*as is*" and appear on the Site **without express or implied warranties of any kind**, including, but not limited to, warranties of title, implied warranties of merchantability, or fitness for a particular purpose. There is no warranty as to the quality, accuracy, completeness, and validity of any Materials on the Site, and no warranty that the functions contained on the Site will be uninterrupted or error-free, or that defects will be corrected.

Where applicable law does not allow the exclusion of implied warranties, the foregoing exclusions may not apply to user. This Disclaimer applies to all content, merchandise and services available through this Site.

## **Limitation of Liability**

Neither the Company, nor its officers, directors, employees, agents, successors, subsidiaries, distributors, affiliates or third parties providing information on this Site are responsible or liable for any special, incidental, consequential, punitive or other indirect damages that result from the use of, or the inability to use, this Site or the information contained on this Site, even if the Company (or any third party posting information on this Site) has been advised of the possibility of such damages. In no event shall the Company's total liability (or the total liability of any third party providing information on this Site) to the user for all damages, losses, and causes of action resulting from the user's use of this Site, whether in contract, tort (including, but not limited to, negligence) or otherwise, exceed one dollar (US\$1.00).

## **Third Party Websites**

Please note that some products in the Company's catalog are provided by third party vendors and those vendors' sites and web pages are not within the Company's control and may not adhere to the same level of accessibility standards as this Site.

## **Termination**

The Company may, in its sole discretion, terminate or suspend the user's access to all or part of the Site, for any reason, including without limitation, breach of this Agreement. In the event this Agreement is terminated, the restrictions regarding Materials appearing on the Site and the representations and warranties, indemnities, and limitations of liabilities set forth in this Agreement will survive termination. In the event that the user is unsatisfied with the services provided by the Company, the user's sole remedy is to terminate this Agreement.

## **Jurisdiction**

The Company operates the Site from its offices within the United States. The Company makes no representations that content and Materials on the Site are legal or appropriate for use from outside the United States. If the user chooses to access the Site from other locations, then user does so at the user's own risk and the user is responsible for compliance with any and all local laws. User may not use the Site in violation of United States export laws and regulations.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, as it is applied to agreements entered into and performed therein. Any action brought to enforce this Agreement or matters related to the Site will be brought in either the State or Federal Courts of the State of North Carolina; provided, however, that notwithstanding anything contained in this Agreement to the contrary, Company shall have the right to institute judicial proceedings against user or anyone acting by, through or under user, in order to enforce the Company's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. Any claim or cause of action user has with respect to use of the Site must be commenced within one (1) year after the claim arises. If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, then that provision will be severed from this Agreement and the remaining provisions of this Agreement will remain in force. This Agreement constitutes the entire agreement between user and the Company concerning the user's use of the Site, and the Agreement will not be modified, except in writing, signed by both parties.

### **Comments, Complaints & Questions**

The Company welcomes the user's feedback about the Site. However, any comments, ideas, notes, messages, suggestions or other communications sent to the Site shall be and remain the exclusive property of the Company, and the Company may use all such communications in any manner, including reproducing, disclosing and publishing such communications, all without compensation to user.

Should the user have any questions or complaints regarding violations of this Agreement, please contact the Company by clicking the Contact Us link on the Top Navigation Bar.