

## Santa Cruz, California USA "Love Unleashed" Retreat – TERMS & CONDITIONS

Please read these terms and conditions carefully before booking our program. They outline your rights and responsibilities, as well as ours. If you have any questions, email us at [delwalker@heartmath.org](mailto:delwalker@heartmath.org).

### Who We Are:

- "We" or "us" refers to HeartMath Institute.
- "You" or "your" refers to the person booking our retreat services.

### Booking Process:

1. By registering for the Love Unleashed Retreat, you are offering to buy our services as per this agreement.
2. We'll acknowledge your registration, but acceptance is subject to payment.
3. We may reject your order due to payment issues or pricing errors.
4. A Confirmation Email from HeartMath Institute makes it a binding contract.
5. If you're under 18, you cannot book our retreat.

### Travel and Cancellation Insurance:

- After you receive our Confirmation Email, you will need to get insurance covering travel, cancellation, medical care, repatriation, and more, including pandemics. It should last at least 7 days beyond your expected return. If you fail to acquire insurance, HeartMath Institute will not be held liable for any items mentioned in the previous sentence.

### Requirements for Participation:

- You must have a valid passport and visa if traveling from outside the USA (if needed).
- You must behave responsibly towards yourself, others, and program participants.
- If denied entry to the USA, we will not offer a refund unless legally required.

### What's Not Included:

- The price doesn't cover insurance, international flights, additional travel, personal purchases, or anything not explicitly mentioned. In addition to meals, snacks and non-alcohol drinks are provided.

### Our Responsibilities:

- We aren't responsible for delays or issues caused by events beyond our control, such as extreme weather, natural disasters, etc. If the program has to be postponed, we will reschedule the event within six (6) months at the same venue and offer the same or similar services and speakers.

### Charges:

- Information about our charges and how and when you will have to pay them is set out on our website page, or what is agreed upon will be set out in writing via email.

### Cancellation by Us:

- We can cancel due to unavoidable or extraordinary circumstances.
- In such cases, we'll notify you, refund the full price, and won't provide additional compensation.
- If the program is canceled, you'll receive a full refund, as it's a one-off event.

### Cancellation by You:

- You can cancel by informing us in writing (including email).

- Depending on the notice period, we may refund part of your payment.
- Refunds will be made as follows if you give us your cancellation notice at least:
  - 90 days before, we will refund 95% of the price you have paid us
  - 60 and 89 days before, 50% of the price you have paid us
  - 32 and 59 days before, 25% of the price you have paid us
  - 31 or less days before the event, 0% of the price you have paid us

Covid-19 (and other pandemics or epidemics):

- Neither party is liable for contract breaches due to pandemics or epidemics.

Changes to the Schedule:

- We may need to alter the schedule for safety or weather-related reasons.
- No refunds will be provided for such alterations.

End of the Contract:

- Contract termination doesn't affect any money you owe us.

Limitation on Our Liability:

- Except for legal responsibilities we can't exclude by law (like personal injury), we're not liable for unforeseeable losses or business losses.
- Our maximum liability is limited to a full refund of the price paid.

Your Privacy and Personal Information:

- Our Privacy Policy is available upon request at [info@heartmath.org](mailto:info@heartmath.org).
- We won't share your information with anyone.

Third Party Rights:

- Only parties to this contract can enforce its terms.

Disputes:

- Contact us at [delwalker@heartmath.org](mailto:delwalker@heartmath.org) to resolve any issues.
- If any conflicts arise, both parties agree:
  - 1) to directly negotiate with each other;
  - 2) to choose an independent third-party mediator; and
  - 3) if an agreement still cannot be reached, instead of going to court, use binding arbitration utilizing the American Arbitration Association, San Jose, CA with its rules.