

Best Price Guarantee Terms and Conditions

Best Price Guarantee is our promise to guests who book directly on our managed website (www.MarinaCoveResort.com). We have made additional clarifications to the Guarantee and to the Terms and Conditions to further define what claims will qualify and to further help identify and support valid claims.

Best Price Guarantee: We guarantee that every hotel reservation booked through our managed website will have the lowest room price (room rate) publicly available on the Internet. If you find a lower room price (room rate) publicly available on the Internet on a non-property managed Website within 24 hours of booking, Magnuson Hotel Marina Cove will match that room price found, plus take an additional 10% off each night (limited to (7) consecutive nights), subject to the following terms and conditions:

1. **Book.** Complete a valid room booking on www.MarinaCoveResort.com. A “valid” room booking” means a complete booking with a valid form of payment and a valid confirmation number.
2. **Lower Price.** If you find a lower room price for any night of your stay (up to 7 nights), on a non-property managed website within 24 hours after booking on www.MarinaCoveResort.com for the same stay, we will match that price plus offer an additional 10% off each night during that stay, up to (7) nights, after verification of the lower nightly room price. For valid claims, each night’s room price during the stay will be lowered to match the verified rate, less 10%, for up to (7) consecutive nights.
3. **Reporting Claim to Magnuson Hotel Marina Cove.** You must contact us 727-867-1151 within twenty-four (24) hours after completing your valid room booking on www.MarinaCoveResort.com to make a claim under the Best Price Guarantee. In addition, the claim must be submitted at least twenty-four (24) hours prior to the standard check-in time at Magnuson Hotel Marina Cove. The lower room price must be available for booking at the time of claim verification, as determined by Magnuson Hotel Marina Cove.
4. **Matching Rooms.** The Guarantee is available only for the exact same room type and same view. For example, if you book a king bed Courtyard room on www.MarinaCoveResort.com and are comparing it to a non-property managed website, you must find a price with the same king bed Courtyard room type on the non-property managed website.
5. **Matching Terms.** All terms of the comparison room reservation, including, but not limited to pre-payment, deposit, number of guests, or other requirements must be equal in all respects to the terms found on www.MarinaCoveResort.com for your claim to be valid. For example, when you book a room that may be cancelled without penalty on www.MarinaCoveResort.com, you may not compare it to a room with a pre-paid or non-refundable price on a non-property managed website. The Guarantee is not available for bookings on websites where the booking details are unknown until after purchase. Sites that do not reveal the hotel brand name until after the payment has been completed (including bidding sites) do not qualify for this Guarantee.

6. **a. Matching Prices – Limited Term.** For multi-night stays, the Guarantee is limited to (7) consecutive nights.

6. b. Matching Prices - Currency Requirements. The currency of the hotel controls the comparison with the room price on the non-property managed website, and the room price on the non-property managed website must be available, viewable, quoted, booked, and paid for in the currency of the hotel.

6. c. Matching Prices - Price Variance. The nightly room price must be lower than www.MarinaCoveResort.com room price by at least 1% or \$1 USD. Coupons or vouchers may not be utilized to lower published room prices for the purposes of making a claim. The Guarantee does not include extra fees such as extra person charges and rollaway charges.

7. **Comparison Prices Must Be Available to the General Public.** The Best Price Guarantee applies only to prices both advertised and available to the general public on a non-property managed website at the time of verification. The Guarantee does not apply to prices offered on membership program websites; corporate discounts; negotiated prices; groups, rewards program, loyalty program, incentive, meeting, convention, consolidator or interline prices; prices obtained via auction or similar process; or prices available only by using a coupon or other promotion not offered to the general public. The Guarantee also does not apply if the lower price is obtained from a website where you call to get the price, or from an e-mail that you received.

8. **Packages Comparison.** The Guarantee applies to comparing exactly the same packages or inclusive prices with the same included items. Thus, room prices that include food or beverage items such as breakfast or dinner, entertainment items such as tickets to a show, and/or free local calls, parking or other bundled items will be considered as packages, and must be entirely equivalent to be eligible for the Guarantee.

9. **Additional Free Night Restrictions.** Once a valid claim has been made and approved by Magnuson Hotel Marina Cove for a specific date, no further claims by the same person or anyone in the same household will be accepted for the same date. If an individual or members of the same household make multiple claims for two or more nights in the same seven (7) day period at Magnuson Hotel Marina Cove, the claims will be treated as, and limited to, one claim for one stay, even if booked through more than one reservation. In the event of a valid claim, reservations are non-transferable after the claim is found to be valid, and the name on the reservation must remain the same as when the claim is verified and no additional names may be added to the reservation after the claim is found to be valid. Valid government issued ID is required upon check-in that matches the name found on the reservation. Employees and Families of Magnuson Hotel Marina Cove are not eligible for the Best Price Guarantee.

10. **Verification of Claims.** All claims are subject to verification by Magnuson Hotel Marina Cove. Magnuson Hotel Marina Cove must be able to verify all elements of the claim and the required terms found on the non-property managed website at the time the claim is processed and verify that the

room price at the time of verification are lower than those found on www.MarinaCoveResort.com. Magnuson Hotel does not accept screen shots of imagery of lower prices provided by guests due to the ease of modification or alteration of such imagery.

11. **Changes to these Terms and the Guarantee.** Magnuson Hotel Marina Cove reserves the right to modify, restrict availability, or discontinue the Best Price Guarantee and to make changes to these Terms and Conditions, at any time, for any or no reason, and without prior notice or liability to you. The Best Price Guarantee Terms and Conditions that are in effect at the time of your booking will determine your eligibility under the Best Price Guarantee.
12. **Abuse of Best Price Guarantee.** At any time, up to the date of stay, Magnuson Hotel Marina Cove reserves the right to revoke any and all benefits of a Guarantee if it is found that a customer has attempted to or has violated or circumvented the Best Price Guarantee Terms & Conditions. Resale of rooms eligible for the Guarantee is strictly prohibited. In the event Magnuson Hotel Marina Cove believes that a room eligible for the Guarantee has been resold, or the Guarantee is otherwise being intentionally abused or manipulated to circumvent its intent, Magnuson Hotel Marina Cove reserves the right to reject future Best Price Guarantee claims from any persons who participated in such actions.
13. **Definitions.** A “non-property managed Website” is defined as a website not owned by Magnuson Hotel Marina Cove, that makes Magnuson Hotel Marina Cove rooms inventory publicly available and offers it directly to consumers, and that provides a confirmation of a completed reservation at the moment of completion of that reservation. A “stay” (for purposes of the Guarantee) may be one night or consecutive nights at the same hotel location, up to (7) nights at the Magnuson Hotel Marina Cove.
14. **Disputes.** Any disputes arising out of these Terms and Conditions or the offer of the Best Price Guarantee shall be resolved individually, without resort to class action, and shall be governed by the laws of the State of Florida, U.S.A., exclusively by an appropriate federal or state court located in the State of Florida, U.S.A.