

## **Oojo Black Friday Instagram Giveaway Terms and Conditions**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.

YOUR PARTICIPATION IN THIS GAME MEANS THESE TERMS AND CONDITIONS FORM A BINDING LEGAL CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR YOUR INDEMNIFICATION OF THE SPONSOR AND OTHER PARTIES, THE WAIVER OF THE RIGHTS TO PARTICIPATE IN A CLASS ACTION OR A JURY TRIAL, AND A REQUIREMENT THAT MOST DISPUTES WILL BE SETTLED BY MANDATORY BINDING ARBITRATION.

**Sponsor:** Oojo Black Friday Instagram Giveaway (“Giveaway”) is sponsored by Oojo LLC , located at 3422 Old Capitol Trail, STE # 309, Wilmington, DE 19808, USA , ( “Sponsor”, “Oojo”, “we”, “us”, “our”).

**Giveaway period:** The Giveaway runs from **12:00 AM ET on November 13, 2024**, to **11:59 PM ET on November 24, 2024**. The winner will be announced on **December 4, 2024**. Subject to changes basis Oojo teams discretion.

**Eligibility:** The Giveaway is open only to legal residents of the United States who are at least eighteen (18) years old and the age of majority in their state of legal residence at the time of entry. Void where prohibited by law. Employees of Oojo, its affiliates, subsidiaries, advertising and promotion agencies, and their immediate family members are not eligible to participate. Void where prohibited by law. Participation constitutes entrant’s full and unconditional agreement to these Terms and Conditions, Oojo’s standard **Terms and Conditions for travel products purchasing**, Privacy policy and Sponsor’s decisions, which are final and binding in all matters related to the Game. Winning a Prize (defined below) is contingent upon selected Participant fulfilling all requirements set forth herein.

**Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Oojo website. To read the Privacy Policy, visit <https://www.oojo.com/privacy>

**Taxes:** Oojo shall cover all applicable taxes as required under relevant laws and regulations.

**How to Enter:** To enter, participants must:

Follow Oojo’s official Instagram account [@OojoFlights].

Like the Giveaway post.

Tag at least two friends in the comments of the Giveaway post.

Share the Giveaway post to your Instagram story and tag Oojo for an additional entry (optional).

Limit of one entry per person, plus one additional entry if shared via Instagram story.

**Prize:** One (1) winner will receive **2 free round-trip flights to Istanbul from the United States**, subject to availability during the intended travel period, blackout dates apply and will be available for only N Class. The approximate retail value of this prize depends on travel dates and airline selection.

By accepting the Prize, the winner agrees to be bound by these Terms and Conditions, including **Terms and Conditions for travel products purchasing**. In the event of any discrepancy between these Terms and Conditions and **Terms and Conditions for travel products purchasing** regarding the Prize's use, these Terms and Conditions shall prevail.

**Winner Selection and Notification:** The winner will be selected by a random drawing under the supervision of the Sponsor. The winner will be announced on **4th December 2024** via Instagram post and will also be notified through a direct message on Instagram. The winner must respond within 48 hours to claim the prize. If the winner cannot be contacted, is ineligible, fails to claim the prize within the time allowed, or fails to return any requested information, the prize may be forfeited and an alternate winner selected.

**Submitting False or Misleading Information:** All information included in your application and any further communication regarding this Giveaway must be correct to the best of your knowledge at the time of submission. Purposefully providing false or misleading information is an offense. If we know or have reason to believe that you have provided false or misleading information, we may disqualify your application. If the Giveaway Prize has already been awarded, you will be liable to repay the total sum of the prize value.

**Limitation of Liability and Participation Conditions:** By entering the Giveaway, each Participant agrees to (a) comply with and be bound by these Terms and Conditions and the decisions of the Sponsor and/or its designee(s), which are binding and final in all matters relating to the Giveaway; (b) release and hold harmless the Sponsor, its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, and assigns, as well as any other organizations or persons responsible for sponsoring, administering, advertising, or promoting the Giveaway, and all respective past and present officers, directors, employees, agents, and representatives (collectively, the "Released Parties"), from any and all claims, expenses, and liability, including but not limited to illness, injury, death, loss, litigation, claim, or damage to persons or property. This includes but is not limited to negligence, invasion of privacy (such as appropriation, intrusion, public disclosure of private facts, or false light), defamation, slander, libel, violation of right of publicity, intellectual property infringement, or any issues arising from participation in the Giveaway or acceptance, use, or misuse of any Prize. Each Participant further agrees to indemnify, defend, and hold harmless the Released Parties from any claims, expenses, and liabilities (including reasonable attorneys' fees) arising from their participation in the Giveaway and/or use or misuse of any Prize.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by the Participant or by programming associated with or used in the Giveaway; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines, network hardware, or software; (c) unauthorized human intervention in any part of the Giveaway process; (d) technical or human error in the administration of the Giveaway; or (e) any injury or damage to persons or property arising directly or indirectly, in whole or in part, from participation in the Giveaway or receipt or use of any Prize.

By tagging your friends in the comments of the Giveaway post, we presume that you have notified friends in advance that you (a) will tag them in the comments of the Giveaway post; and (b) will respect any objections received from your friends and not tag them (if objections received).

If you are ignoring friends' objections and do not report it to us we disclaim all responsibility which may be imposed on us.

**Disputes Resolution and Governing Law:** We shall have an opportunity to resolve any matter, dispute or claim relating to this Giveaway (“Claim”) in a quick and fair way. So, before taking any action, you

agree to first contact us [customerservice@oojo.com](mailto:customerservice@oojo.com)  and we will do our best to address your concern and your Claim.

You hereby agree that you may not commence any arbitration or court proceeding unless we are unable to resolve the Claim within sixty (60) days after we receive your Claim and you have made a good faith effort to resolve your Claim directly with us during that time. If we are unable to resolve your claim within sixty (60) days, then a Claim shall be resolved in accordance with the remainder of this Section of the Terms and Conditions.

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED.**

These Terms and Conditions as well as any Claim shall be governed and enforced by and construed in accordance with the laws of the State of Delaware, USA, without reference to its choice of law rules. Unless otherwise prohibited by the applicable law, any Claim must be brought within two (2) years from the date on which such Claim arose or accrued.

The exclusive means of resolving any Claim shall be BINDING ARBITRATION administered by the American Arbitration Association (AAA) in the County, City, and State of New York. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Oojo in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Oojo any class action, class arbitration, or other representative action or proceeding. By using participating in this Giveaway you

agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any Claim between you and Oojo (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant monetary awards similar to monetary damages granted by a court, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the AAA arbitrator are enforceable in US federal and state courts and may be overturned by such courts only for very limited reasons. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction.

In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Oojo (except for small-claims court actions) may be commenced only in the federal or state courts located within the State of Delaware as the venue of any action. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

Subject to the above, any arbitration conducted pursuant to these Terms and Conditions shall be governed by the Federal Arbitration Act and any dispute about the interpretation of this arbitration agreement shall be covered by it.

You can decline this arbitration agreement by sending us, within thirty (30) days of first accepting these Terms and Conditions, the arbitration opt out letter, a form of which being set forth at the end of these Terms and Conditions, to the following email: **customerservice@oojo.com**.

**Termination and Modification Rights:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway should non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such a case, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor.

**Severability:** In the event any provision of these Terms and Conditions is determined to be void or unenforceable, such determination shall not affect the remainder of these terms, which shall continue to be in force.

**Contact information: email: customerservice@oojo.com; phone number: [+1 888 457 6656|tel:+18884576656].**

ARBITRATION "OPT-OUT" LETTER - SAMPLE

[your full name]

[your address

[your city, state, and ZIP Code]

[your email(s)]

[current date]

To Whom It May Concern – oojoo.com

**Re: Opt out of agreement to arbitrate**

By this letter, I am opting out of the agreement to arbitrate as authorized by paragraph "Disputes Resolution and Governing Law" of the **Oojo Black Friday Instagram Giveaway Terms and Conditions**

Sincerely,

[your signature] \*

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[your full name]

**You MUST sign this letter for it to be effective**

**Terms and Conditions for travel products purchasing**

This is the agreement between you and OOJO LLC, company registration number: 7310203 USA (Delaware) address: 3422 Old Capitol Trail, STE # 309, Wilmington, DE 19808, USA (hereinafter - Travel Provider) for the purchase of Travel Services and Products. In case of contradictions between these

Terms and Conditions for the purchase of Products and Website Terms of Use, these Terms and Conditions for the purchasing of Travel Products (hereinafter – Terms and Conditions) shall prevail. By purchasing a Product from Travel Provider, you confirm having read the present Terms and Conditions and those of the airline(s) involved and you agree unconditionally to be bound and to abide by these Terms and Conditions.

Travel Provider is an ARC accredited agent which distributes Travel Products as an agent of airlines and other flight consolidators.

You can contact us by telephoning our customer service team (hereinafter – Customer service) at +1 888 457 66 56 or by writing to us at the postal address above or by email to **customerservice@oojo.com**

### **CANCELLATIONS, CHANGES, AND REFUNDS**

Most of our airline tickets are non-refundable. Refund is available only if our Travel suppliers' fare rules allow cancellation and refunds, we have accepted your request for a refund, and you are not a "no show" (most "no show" bookings are ineligible for any refund). All exchanges are subject to fare difference and fare rules applicable on the date of change.

All tickets must be cancelled prior to departure to avoid a "no show". Most "No show" tickets are ineligible for any refund and/or changes.

If fare rules allow any modifications to booking, e.g. refunds and/or exchanges, a \$100 for domestic flights and \$200 for international flights fee per ticket will be charged to process any refund and/or exchange request. This fee will be collected in addition to the penalties charged directly by the airline and/or recalled by the airline from the Travel Provider. Reservations for tickets to be refunded and/or exchanged must be canceled at least 24 hours prior to scheduled departure – **“NO SHOW ticket(s)” will not be processed for refund and/or exchange.** Cancellation of reservation does not automatically initiate a refund. All exchanges can be made only prior to scheduled departure.

After the tickets are issued, any changes or refunds are subject to the restrictions of the fares used. Generally speaking, discounted fares are more restrictive, and, in many cases, they are nonrefundable and nonexchangeable. Please pay attention to the fare restrictions of your tickets. If you need more flexibility with your tickets in terms of refunds and exchanges, please contact Customer service and request a less restrictive fare. Airlines offer a wide range of fares, including those that offer exchanges and refunds without any restrictions and penalties. The airlines strictly follow their policies, and do not permit exchanges or refunds in case the fare restrictions do not allow it. The airlines determine the restrictions of the fares, and the Travel Provider has no power to override these restrictions. The airlines change their fares and the availability of the seats on daily basis. Most airlines file their fares with the Airline Tariff Publishing Company. These file updates can occur several times a day. The airlines manage their seat inventory through their reservation systems. In most cases, they decrease or increase the seat inventory (and thus the fare availability) based on many factors which may include, for example, reservation cancellations or load factor on certain flights. The Travel Provider cannot predict the fare value nor can it guarantee that the airlines will not release cheaper seat inventory.

### **BAGGAGE INFORMATION**

The airline(s) may require you to pay additional fees at the airport if your baggage exceeds certain limitations, such as the number, weight, size, and dimensions of your bags. Some airlines do not offer any free baggage allowance. Baggage allowance policies and baggage fees associated with checked or carry-on baggage vary widely and are subject to change by the airlines at any time. Be advised to check directly with the airline for the latest baggage allowance information.

## **CONDITIONS**

At time of sale, the flight departure and arrival times are correct. However, the airlines frequently change times and/or flight numbers. Travel Provider is not responsible for any schedule changes. **Please contact the airlines to verify the current flight information and reconfirm your flights 72 hours prior to your scheduled departure.** Failure to use any reservations may result in an automatic cancellation of all continuing and return reservations and suspension of the tickets; contact Travel Provider or the airline prior to your scheduled departure to cancel your existing reservation and retain the original value of the ticket if applicable.

Once the tickets are issued, any changes are subject to fare restrictions and rules. Travel Provider reserves the right to charge service fees already included in the above total. The customer understands all the stipulations, rules and conditions pertaining to the purchased tickets. The fares are not guaranteed until ticketed. To view your itinerary at any time, please use the following link <https://pa.oojo.com/login> and your confirmation.

Travel documents required for all tickets (paper, e-tickets, or paperless) include a valid Passport, which must be presented for all international flights. Some countries may require a Visa and/or health card. **It is the passenger's responsibility to have all necessary travel documents in the possession at check-in. In the event of non-reconfirmation, or visa/passport issues, Travel Provider shall not be responsible for denied boarding.**

Take note that the Travel Provider is not responsible for transportation to and from airports and between airports and does not provide hotel accommodation.

## **RECOMMENDED CHECK-IN TIME**

Check-in time recommended for all international flights is a minimum of 3 hours before departure time, even if you are traveling on a domestic carrier to another airport and connecting to your international flight. The Travel Provider is not responsible if you miss your flight by being late for check-in or at the gate. If you miss your flight, you should either contact the airline representative at the airport or contact Travel Provider. If you miss your flight the Travel Provider will make reasonable efforts to assist you but cannot guarantee a replacement flight. The Travel Provider strongly recommends that the passenger check- in online within 24 hours of departure.

## **PRIVACY**

Except as otherwise set herein and/ or in applicable laws, details on how Travel Provider is processing personal data are covered in [Privacy Policy](#) ("Privacy Policy") which is an integral part of these Terms and Conditions

## **LIABILITY WAIVER**



The passenger understands that the Travel Provider is not the source or supplier of the travel services. It acts solely as an agent for the actual suppliers of such services. The passenger has been advised that the suppliers whose names appear in the information supplied to the passenger are those who are actually responsible for providing the travel services purchased. The passenger consent to and request the use of those suppliers and agree not to hold the Travel Provider responsible should any of these suppliers:

- Fail to provide the travel services the passenger has purchased.
- Fail to comply with any applicable law,
- Engage in any negligent act or omission that causes the passenger any sort of injury, damage, delay or inconvenience.

The passenger accepts that the Travel Provider is not responsible for, nor will the passenger attempt to hold it liable for, any injury, damage, or loss, the passenger may suffer on account of any conditions, actions or omissions that are beyond its reasonable control. The passenger has been advised to use a credit/debit card as this may offer me the opportunity to dispute the charge should a vendor cease operating. The passenger understands that the passenger may purchase travel insurance to cover certain risks inherent in travel such as supplier bankruptcy and the inability to travel due to a medical or personal emergency. The Travel Provider does not provide or sell travel insurance. The Travel Provider strongly recommends that the passenger contract travel insurance for medical, flight cancellation and flight interruption.

## **VISA INFORMATION**

Travel documents required for all tickets (e-tickets, paper tickets) include a Passport, which must be presented for all international flights and valid for at least six months beyond the period of the intended travel. Some countries may require a visa and/or a health card. **It is the passengers' responsibility to have all necessary travel documents in possession at check-in.**

Passengers will need to verify visa requirements for all stops, as some countries may require a transit visa. Please note, you may need a transit visa in the USA even if you have a USA Green Card. Travelers connecting between or transiting via airports within the European Union Schengen Zone may need a Schengen Entry visa.

Traveling on a one-way ticket may not be allowed to certain destinations. If you intend to travel on a one-way ticket, it is your responsibility to make sure you are eligible.

**The Travel Provider does not advise passengers on visa requirements. Please contact the embassy or consulate of the country you are going to visit or transit through to get up-to-date requirements.**

If you're travelling with minors, you may need to provide notarized documentation and letters of permission if both parents are not present. You should confirm this with the embassy or consulate of the country you're visiting.

In addition, passport and visa information may be obtained by contacting the Travel Advisory Section of the U.S. State Department at (202)-647-5225 or by visiting the State Department's Web site at [www.state.gov](http://www.state.gov). Non-U.S. passport holders should contact the embassies or consulates of their destination and transit countries to obtain entrance requirements.



Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regard to the risks of COVID-19. We assume no responsibility for and shall not be liable for unsafe conditions or health hazards including pandemics or other illnesses. To obtain medical information, you may contact the Centers for Disease Control at (404)-332-4559 or visit the CDC's Web site at [www.cdc.gov](http://www.cdc.gov).

## **TRAVEL BY MINOR**

A minor is anyone who is 17 years old or under. The rules for minor travel vary by airlines, but generally speaking:

minors under 5 years old are not allowed to travel without adults;

minors who are 5-14 years old may travel alone provided they receive a mandatory unaccompanied minor service from the airline; and

in most cases for children between 15-17 years old airline unaccompanied minor service is optional.

We strongly advise you to verify the requirements for minor travel directly with the airlines in advance and in any case before purchasing a ticket for a minor. The Travel Provider is not responsible for denied boarding of a minor due to unmet requirements of the relevant airline.

Please note the following:

If a child requires unaccompanied minor service, additional airline fees may apply and this service must be booked directly with the airlines in advance of a minor travel.

Unaccompanied minor service may not be available on all flights. For instance, depending on the child's age, some airlines may require nonstop flights for the unaccompanied minor.

Guardian contact is usually required for unaccompanied minors.

Anyone under the age of 17 who is flying alone on an international flight may be required to produce a signed letter of consent from a parent or responsible adult.

When making a booking for a minor, you warrant that:

you possess full legal authority to create a binding legal obligation and purchase a ticket for such minor being his/her parent/legal guardian or otherwise;

you have verified the requirements for minor's travel with the relevant airline in advance and fully understand and agree to comply with them to allow travel of the minor with the relevant airline.

## **CREDIT CARD CHARGEBACKS**

You have the ability to dispute charges with credit card companies ("chargebacks"). If you have a question about a charge on your credit card statement, we encourage you to call Travel Provider prior to disputing a charge with your credit card company so it may discuss and answer any questions or concerns you may have about the charges. In all cases, the Travel Provider will work with you in resolving your concerns. The Travel Provider retains the right to dispute any chargeback that it believes is improper, as described more fully below. The Travel Provider also retains the right to fully cancel any booking in the event of a chargeback related to that booking.

The Travel Provider deems the following chargeback scenarios as improper and retains the right to investigate and rebut any such chargeback claims and to recover costs of such chargeback claims from you

Chargebacks resulting from non-cancellable bookings in the event that the Travel Provider or the airline cannot provide a refund, whether or not the booking is used.

Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card.

Chargebacks arising from the airline's failure to deliver a product or service in a manner that's consistent with the airline's product description.

Chargebacks resulting from force majeure or other circumstances that are beyond the control of the Travel Provider.

Chargebacks related to the services or products that have been used fully or partially by you.

For greater certainty, we may use information relating to you, including recordings of customer service calls, to dispute chargeback claims from you.

You hereby unconditionally authorize the Travel Provider to charge your credit card (and / or retain from your customer's account) with the amount of any chargeback processed by the bank and related to the services or products that have been used fully or partially by you.

You hereby unconditionally authorize the Travel Provider to charge your credit card (and / or retain from your customer's account) with the amount of any chargeback fees applied by the bank to the chargeback requested by you without merits and subsequently rejected by the bank./ or retain from your customer's account) with the amount of any chargeback processed by the bank and related to the services or products that have been used fully or partially by you.

## **BANK AND PAYMENT (CREDIT) CARD FEES**

Your payment is processed in the United States, when the Travel Provider (or any of its partners) process your payment. When the Travel Provider processes your payment, it will be processed in the country in which the Travel Provider is based.

The Travel Provider may have to verify: the validity of the payment card (through a charge of a nominal value that is either refunded within a few days or deducted from the final payment due to the Travel Provider) and, (ii) the availability of funds on the payment card (to be confirmed by the bank issuing your payment card).

By providing your payment card data you agree that the Travel Provider (in order to prevent fraud) may conduct a payment card verification by (1) temporary authorization charge in the random amount of less than \$2 that will be cancelled afterwards, and/ or (2) contacting the bank - card issuer, and/ or (3) conference call with the Travel Provider and bank representatives, and/ or (4) requesting evidence that the card holder with certain ID is a lawful holder of the payment card submitted to the Travel Provider. If your payment card is declined for any reason, we will notify you within 24 hours. Simply submitting the payment card (and other reservation data) does not automatically guarantee ticketing.

Some banks and payment card companies impose fees for international or cross border transactions. For instance, if you are making a booking using a US-issued card with a non-US merchant, your bank may charge you a cross border or international transaction fee. Furthermore, booking international

travel may be considered an international transaction by your bank or card company, since we may pass your card details to an international Travel Provider to be charged. In addition, some banks and card companies impose fees for currency conversion. For instance, if you are making a booking in a currency other than the currency of your payment card, your payment card company may convert the booking amount to the currency of your payment card and charge you a conversion fee. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

The Travel Provider may use the services of third parties to process your payments.

## **DISPUTES, LAWS AND JURISDICTION**

The Travel Provider is committed to customer satisfaction, so if you have a problem or dispute, the Travel Provider will try to resolve your concern. You agree to give us an opportunity to resolve any dispute or claim relating in any way to Travel Products provided (“Claims”) by contacting Customer Support. If the Travel Provider is not able to resolve your Claims within 60 days, you may seek relief exclusively through BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Travel Provider any class action, class arbitration, or other representative action or proceeding. By using the Website or Travel Provider’s services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Travel Provider (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may commence in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Travel Provider (except for small-claims court actions) may be commenced only in the federal or state courts located in Wilmington, Delaware. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

These Terms and Conditions, and any dispute between you and the Travel Provider, shall be governed by the laws of the state of Delaware without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act. If a suit is brought to enforce any of the provisions of these Terms and Conditions, the service or this Website, the prevailing party shall be paid by the other party all of the prevailing party’s costs and expenses of prosecuting and/or defending the suit, including, without limitation, the reasonable attorneys’ fees, court costs and expenses of the prevailing party. You can decline this agreement to arbitrate by [arbitration opt out letter](#) and send it to our email [customerservice@oojo.com](mailto:customerservice@oojo.com) within 30 days of first accepting these Terms.