

## 2024 Black Friday Swim Gift Certificate Terms and Conditions

**Notice:** By purchasing or redeeming the 2024 Black Friday Swim Gift Certificate (“Certificate”), you agree to these Terms and Conditions. These Terms are legally binding and govern the issuance, use, and redemption of a Certificate. **Certificates are available for purchase only between 11/27/2024 and 12/1/2024.** We recommend reviewing these terms thoroughly. For questions, contact Pacific Swim Co.

### 1) Issuance and Delivery:

- a) **2024 Black Friday Swim Gift Certificates** are issued by Altos Pacific, LLC dba Pacific Open Water Swim Co. (hereafter “Pacific Swim Co.”) and will be sent electronically to the email address provided at the time of purchase.
- b) Certificates are available for purchase only between 11/27/2024 and 12/1/2024.
- c) Once a Certificate is delivered, Pacific Swim Co. does not retain a copy or record of a Certificate. The purchaser and/or recipient is solely responsible for safekeeping their Certificate.

### 2) Eligibility for Redemption:

- a) Certificates are valid **only toward new event registrations for solo or group swim events in the San Francisco Bay.** These certificates are intended to encourage participation in new swimming adventures and cannot be applied to pre-booked, invoiced, or already scheduled events.
- b) Certificates **cannot be used for services already provided, invoiced, booked, or scheduled** before a Certificate’s issuance or redemption.
- c) Certificates cannot be applied retroactively to previously arranged swims, deposits, or payments, including secondary or tertiary payments for events already booked or invoiced.
- d) Certificates cannot be used for modifications, rescheduling fees, or upgrades to existing bookings.

### 3) Conditions of Participation:

Participation in events using a Certificate is subject to the following conditions:

#### a) Agreement to Terms:

- i) By redeeming a Certificate, participants agree to the terms outlined in the [PacSwimCo Booking Contract](#) and [Participant Waiver and Indemnity Agreement](#), and any other applicable agreements.
- ii) These agreements are legally binding and govern all aspects of participation, including but not limited to safety, liability, cancellation, and dispute resolution.

#### b) Eligibility:

- i) Participants must:
- ii) Be 18 years of age or older.
- iii) Swim freestyle unless otherwise pre-approved in writing by Pacific Swim Co.
- iv) Meet the specific pace, experience, and other criteria for the swim they are registering for.
- v) Attend mandatory safety briefings and orientations as outlined in the agreements.

#### c) Review of Full Terms:

- i) A summary of key points from the agreements is provided during registration for convenience. However, the full terms in the linked agreements govern participation and take precedence over any summaries.

- ii) The full agreements, including the [PacSwimCo Booking Contract](#) and [Participant Waiver and Indemnity Agreement](#), are linked during registration and must be acknowledged before completing the booking process.
- 4) **Right to Disallow Participation:**
    - a) Pacific Swim Co. reserves the right to disallow participation for any reason, including failure to meet eligibility criteria or comply with the terms and conditions of the agreements.
  - 5) **Restrictions on Use:**
    - a) Certificates are **not valid for clinics, lessons, training programs, service programs, or merchandise.**
    - b) Only one Certificate may be applied per swim event per person. Certificates may also be used for add-ons, such as photo packages or swim trackers, if purchased during registration.
    - c) Certificates cannot be redeemed for cash, except as required by California law. If the remaining balance of a Certificate after redemption is less than \$10, the holder may request a cash refund for the remaining balance under California Civil Code §1749.5.
    - d) Any remaining balance on a Certificate after partial use may be applied to other swims or add-ons, subject to the same limitations as the original redemption.
  - 6) **Restrictions on Discounts, Offers, and Combinations:**
    - a) **No Combination of Discounts:** Certificates may not be combined with any other discounts, promotions, verbal offers, or price reductions (e.g., offers provided over the phone, in person, or in writing). Only one discount or price adjustment may be applied to an event.
    - b) **Verbal Discounts:** If Pacific Swim Co. offers a verbal or discretionary discount without knowledge of a Certificate's use, a Certificate will not be accepted in addition to the discount. The participant must choose between using a Certificate or the other discount, promotion, or offer.
    - c) **Pre-existing Discounts:** If an event is already discounted below the listed price (e.g., due to a group rate, promotional offer, or other arrangement), a Certificates cannot be applied to further reduce the price.
  - 7) **Examples of Ineligible Usage:**
    - a) Certificates cannot be applied alongside verbal discounts, special offers, or previously arranged agreements that adjust the standard price of an event.
    - b) Certificates cannot be used to pay for any service or swim that has been confirmed, invoiced, or completed, including rescheduled or postponed swims originally booked prior to a Certificate's issuance.
    - c) Certificates cannot be used for partial payments or additional payments for events already booked or invoiced, except in cases where the remaining balance from a prior Certificate redemption is applied toward a new swim in accordance with these Terms and Conditions.
  - 8) **Redemption Process:**
    - a) To redeem a Certificate, the holder must provide the unique Certificate code at the time of booking a new event. Failure to provide the code during the initial booking will render a Certificate ineligible for that transaction.
    - b) Redemption is subject to the availability of swim events at the time of booking.
  - 9) **Expiration and Fees:**

- a) Certificates do not expire and are not subject to service fees, dormancy fees, or inactivity fees in compliance with California Civil Code §1749.5.
- 10) **Transferability:**
- a) Certificates are transferable unless otherwise specified at the time of purchase. The transfer of a Certificate is the sole responsibility of the original purchaser or holder.
  - b) Pacific Swim Co. is not responsible for validating the identity of a Certificate holder at the time of redemption.
- 11) **Safekeeping:**
- a) Certificates should be treated as cash. Lost, stolen, or damaged Certificates will not be replaced or reissued under any circumstances.
  - b) Pacific Swim Co. does not maintain a record of issued Certificates, including the unique Certificate code. The purchaser or recipient is solely responsible for keeping a Certificate secure and ensuring its code is not shared or lost.
- 12) **Fraud and Misuse:**
- a) Certificates are void if altered, duplicated, or used in a fraudulent manner.
  - b) Pacific Swim Co. reserves the right to verify the authenticity of Certificates and may refuse redemption if a Certificate is determined to be invalid.
- 13) **Cancellation and Refunds:**
- a) Purchases of Certificates are final and non-refundable, except as required by law.
  - b) In the event of cancellation or rescheduling by Pacific Swim Co., the value of a Certificate will be retained and may be applied to future bookings in accordance with Pacific Swim Co.'s cancellation and rescheduling policies.
- 14) **Compliance with California Law:**
- a) **No Expiration or Service Fees:** Certificates do not expire and have no service or dormancy fees.
  - b) **Cash Redemption for Low Balances:** Balances under \$10 can be redeemed for cash upon request.
- 15) **Contact Information:**
- a) For questions about Certificates, their redemption, or other policies, please contact Pacific Swim Co. at swim@pacificswim.co or by phone at 415-737-9870 during designated business hours.
- 16) **Errors and Revisions:**
- a) Pacific Swim Co. reserves the right to correct or revise any errors in communications, systems, codes, or pricing at any time without prior notice. This includes, but is not limited to, errors related to Certificate issuance, redemption, or advertised terms.
  - b) In no case shall Pacific Swim Co. be held liable for such errors. The intent and interpretation of Pacific Swim Co. shall govern in resolving any discrepancies or disputes arising from errors.
  - c) If an error impacts your purchase or redemption, Pacific Swim Co. will communicate any necessary revisions as promptly as possible.

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