



Privacy Policy

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FESTIVA SAILING VACATIONS, ITS AFFILIATES, AND/OR ITS LICENSORS (“FSV” or “we”) values you as a customer and takes your online personal privacy seriously. We will inform you of our online policies for collecting, using, securing and sharing non-public personal information (“customer information”) the first time we do online business and every time that you visit a FSV website.

This policy describes the types of information we may collect from you or that you may provide when you visit the website <http://www.festivasailingvacations.com> (our “Website”) and our practices for collecting, using, maintaining, protecting and disclosing that information.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

CHILDREN UNDER THE AGE OF 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or through any of its features, register on the Website, make any purchases through the Website, or provide any information about yourself to us, including your name, address, telephone number, or e-mail address. If we learn we have collected or received personal information from a child under 13 we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at info@festivasailingvacations.com.

OUR PRIVACY PRINCIPLES

- We do not sell customer information.
- We do not provide customer information to persons or organizations who are conducting business on our behalf for their own marketing purposes.
- We contractually require any person or organization providing products or services to our customers on our behalf to protect the confidentiality of FSV customer information.
- We afford prospective and former customers the same protections as existing customers with respect to the use of person information.

INFORMATION WE MAY COLLECT

We collect and use information we believe is necessary to administer our business and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes.

INFORMATION WE COLLECT THROUGH AUTOMATIC DATA COLLECTION TECHNOLOGIES

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system and browser type.

The information we collect automatically is statistical data and may include personal information we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.
- The technologies we use for this automatic data collection may include:

COOKIES (OR BROWSER COOKIES)

A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website. These features include remembering your login (so you don't have to remember your login information) and providing a more personalized online experience.

FLASH COOKIES

Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies.

WEB BEACONS

Pages of our the Website and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an e-mail and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

EMAILS ABOUT SPECIAL OFFERS AND PROMOTIONS AND OPT-OUT

It is our intention to only send email communications that would be useful to you and that you want to receive. All emails, such as deal alerts, newsletters, and other promotional notices allow you to Opt-Out, as required by law. Each time you receive a promotional email, you will be provided the choice to “opt-out” of future emails by following the instructions provided in the email.

INFORMATION DISCLOSURE

We may share customer information as permitted by law. We may share some or all of the information we collect with our affiliated companies and to our service providers, such as third party marketers and other types of service providers we may use to enhance our service to you; to develop new products and services of value to you; and to offer you other FSV products that we believe may be of interest to you. Our affiliated companies are those companies related to us by common control or ownership.

HOW WE PROTECT THE SECURITY OF YOUR PERSONAL INFORMATION

In our efforts to protect your personal data, we use generally accepted standards for safeguards including administrative, technical and physical measures. Additional safeguards are in place for sensitive personal data. These safeguards are continually updated and maintained by qualified information security professionals. One of the security techniques we use for online transactions is a technology called Secure Sockets Layer (SSL). If your browser is capable of SSL (and most are), your personal information will be automatically encrypted, or encoded, before it is sent over the Internet. More about SSL Technology. When you enter a secure portion of our Website (which is any page containing any of your personal information), an image of a closed lock or a solid key should appear in your browser window.

LINKS TO OTHER SITES

Please note that our Website links to other websites and that the privacy policies of those websites may differ from ours. We advise you to check the privacy policies of other websites before disclosing any personal information. In any event, please note that these websites do not share your personal information with us. Occasionally when linking to another website, you may still see our Website's logo or frame. This is to provide you with a seamless experience when visiting our Website. In these cases you are no longer on our Website and are now on a different Website whose information collection practices may differ from ours. The privacy policy of the

website you are on will govern how information collected from you is used. You can always verify which website you are on by checking the location bar within your browser.

OUR TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using this Website. By using this Website, you signify that you agree to these Terms and Conditions. If you do not agree to any of these Terms and Conditions, please do not use the Website. We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. Please check the terms periodically for changes. Your continued use of our Website following the posting of changes to the terms will mean you accept those changes.

Festiva Sailing Vacations, its affiliates and/or Licensors ("FSV") maintain the Website for your personal information, education and communication. Please feel free to browse the Website.

INTELLECTUAL PROPERTY

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The trademarks, logos, and service marks (collectively the "trademarks") displayed on the Website are registered and unregistered trademarks of FSV and other parties. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Website. Your use of the trademarks displayed on the Website, or any other content on the Website is strictly prohibited. You are also advised that FSV will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

The Website may contain or reference trademarks, patents, trade secrets, technologies, products, services, processes or other proprietary rights of FSV and/or other parties. No license to or right in any such trademarks, patents, trade secrets, technologies, products, services, processes and other proprietary rights of FSV and/or other parties is granted or conferred upon you.

FSV information may contain technical inaccuracies or typographical errors. FSV reserves the right to make changes, corrections and/or improvements to FSV information, and to the products, services and programs described in such information, at any time without notice.

LINKS

This Website may provide links or references to other websites as a convenience. However, your access of those websites is at your own risk. FSV expressly disclaims any responsibility for those websites, including but not limited to the content, lawfulness, or reliability of those websites. Further, FSV shall not be responsible for any use of personal information you may provide to those websites. You agree and acknowledge that FSV is in no way responsible or liable, directly or indirectly, for any damages or costs resulting or arising from your use or reliance on those websites or their content.

OUR RIGHTS

FSV reserves the right to take any and all action necessary and to seek any and all remedies available to it to prevent the unauthorized use of the content and/or the Website itself, including but not limited to the right to take appropriate legal action, to seek injunctive relief and/or monetary damages, and to prevent further use of the Website by anyone who infringes on its intellectual property rights or otherwise misuses the content or the Website in any way.

You agree to indemnify and hold harmless FSV from any and all damages, costs, or expenses, including reasonable attorney's fees and court costs, accrued as a result of any action brought against FSV (i) by a third party as a result of your access to and/or use of this Website and/or (ii) if FSV is the prevailing party in any action brought by you to enforce these Terms and Conditions against it and/or (iii) if FSV is the prevailing party in any action brought by it to enforce these Terms and Conditions against you.

FSV reserves the right to amend or change any or all of these Terms and Conditions by posting any such amendments or changes herein. Such amendments and changes shall be effective as of the date of posting to the Website.

JURISDICTION

These Terms and Conditions will be governed by and construed under the laws of the State of North Carolina, without giving effect to any conflict of laws provisions. Venue for any and all actions is in the appropriate court located in Buncombe County, North Carolina, USA, and by using this Website, you consent and submit to jurisdiction of such state or federal courts as applicable.

ENTIRE AGREEMENT: SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of these terms of use to be unlawful, void, or unenforceable, the remainder of the Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement with respect to the subject matter herein, except as modified only in writing and signed by all parties.

CONTACTING FSV

If you have any questions about these Terms and Conditions, this Website, or if you would like further information about FSV, you can contact us at our corporate office by email, mail or telephone.

YOUR USE OF THIS WEBSITE SIGNIFIES YOUR AGREEMENT TO THESE TERMS OF USE, WHICH MAY BE UPDATED FROM TIME TO TIME AT THE SOLE DISCRETION OF FSV. NOTICE OF ANY CHANGES TO THESE TERMS OF USE IS SOLELY THROUGH POSTING CHANGES TO THESE TERMS OF USE CONTAINED HEREIN.

DISCLAIMERS

FSV, ITS AFFILIATES, AND/OR ITS LICENSORS, PROVIDE THE CONTENT OF THIS WEBSITE AND THE WEBSITE ITSELF TO YOU SOLELY ON AN "AS IS" BASIS, AND DISCLAIM ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWED BY LAW WITH RESPECT TO THE CONTENT AND THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES AND REPRESENTATIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE WHATSOEVER.

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