# **World Awaits Cultural Tours LLC Terms and Conditions**

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# **Tour Member's Agreement**

# Please read carefully

The following booking terms and conditions together with the terms of our Suppliers (hereafter referred to as "booking" or "reservation") form the basis of your contract between World Awaits Cultural Tours LLC (hereinafter referred to as "WACT" or the "Company"), a company registered in South Carolina, United States of America and domiciled at 3445 Pelham Road Suite F, Greenville, South Carolina 29615 and you, the Traveler (hereinafter referred to as the "Traveler" or "tour participant" or "member" or "customer" or "you" or "your"). WACT undertakes to make arrangements as a:

- Travel Agent Make recommendations and/or booking travel arrangements, itineraries or pre-packaged tours
- Tour Operator Planning, arranging and marketing tours and/or vacation packages including air/land transportation, accommodations, meals and services of a tour director.
- Tour Guide Accompanies tour participants during travel providing guidance with regard to local culture and customs, reference to official websites for legal information, manages transportation, accommodations or housing, meals and entertainment.

Traveler's *Tour Contract* provides details of the services or tours (hereinafter referred to as the "travel services" or "tour service" or "tour") being provided to Traveler.

Purchase of any travel services offered by WACT constitutes a *contractual arrangement* between you and WACT, and represents your acceptance of the WACT "Terms & Conditions" set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to making reservations or bookings. If the person making the Reservation is doing so on behalf of a party then the reserving person must have the authority to accept these Terms and Conditions on behalf of the entire party and is responsible for ensuring that each member of the party is kept fully informed of all the details of the Reservation and of the Terms and Conditions. Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses. Should you not agree to all of the term and conditions contained herein, you must not make any booking with us.

# **General Information**

You are advised to check our website (www.worldawaitstours.com) for the latest version of the Terms and Conditions from WACT or your Travel Agent prior to your tour reservation. No variation of these Conditions shall apply unless confirmed in writing by or on behalf of WACT. These Conditions together with the Company's *Invoice* and privacy policy constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.

By making a booking with us, you shall be deemed to have accepted and agreed that the supply of the travel services by the Company shall be in accordance with these conditions.

# **COVID 19 Release of Liability**

By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by WACT.

You acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination or proof of negative testing. Stopover countries requirements will also apply. On your return home, additional testing, requirements, or documentation may be required. You are responsible for understanding these requirements and must not rely on WACT to provide these details. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID 19, WACT has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, WACT shall not be liable to any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasors), HEREBY RELEASE, AND HOLD HARMLESS World Awaits Cultural Tours LLC, its members, officers, agents, and/or employees, and suppliers (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

## 1. Reservation

### How to Make a Reservation

### **Reserving a Travel Itinerary or Tour Package**

- 1. To reserve your travel itinerary or a spot on a WACT tour package, you must submit a completed *Trip Request Form or Tour Booking*. Please contact your travel agent or submit your Trip Request or Tour Booking through our website or designated link.
- 2. All tour participants are required to complete, sign and return the *Tour Contract*.
- 3. Once WACT receives your *Tour Booking and Tour Contract*, your travel agent will contact you with a *Reservation Confirmation and Invoice*.

#### **Traveler Contact Information**

When you complete your application and profile, it is essential to ensure that you give WACT your current, up-to-date contact phone, mobile and email. Company also welcomes the opportunity to and requests to connect via social media or third-party applications such as WhatsApp (preferred, most convenient), Facebook Messenger or LINE for basic communication. Social media applications may be the only means to communicate on Wi-Fi or mobile phone data messaging only in foreign countries. Please follow each social media or third-party applications' guidelines for usage and privacy of your data. Please do not send WACT private, financial or sensitive data via social media. WACT is not responsible for the privacy of your data sent via social media or third-party applications.

Please also submit the current contact phone, mobile, email and social media ID of each adult or decision-maker in your group.

Please ensure pre-departure that you check and update your profile contact information, emergency contact persons and their 24-hour contact number in case of emergencies or unforeseen changes.

## **Payment Methods**

WACT accepts most all major debit and credit cards from customers in every country (Visa, Master Card, Discover, American Express, Maestro, JCB, Diners Club International, Union Pay).

While we do accept major debit and credit cards, travelers must provide to us a click authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you can dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. WACT retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The

following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of WACT or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

WACT also accepts bank wire payments and digital wallet payments such as Zelle, PayPal, CashApp, Google Pay (GPay).

Your payment is not considered complete until received and confirmed by WACT.

### **Lack of Payment**

You must make payments in accordance with our directions to you. Reservation for land tour and/or air transportation may be cancelled at our sole discretion if WACT does not receive your full payment 90 days prior to your tour's departure date or by the final payment deadline date specified for your specific tour.

#### **Billing Errors or Omissions**

While accuracy is our ultimate goal, we cannot be responsible for billing errors or omissions. In the event of a billing error or omission, WACT reserves the right to send a new invoice with the appropriate pricing.

# **Land Only Tour Package Participants**

#### **Changes in Prices and Itineraries**

Prices shown on our website, social media or any printed material are estimations only. Actual pricing for individual tours will be determined based on the cost of the services chosen and the time of booking. WACT is unable to guarantee the cost of air fares prior to booking confirmation, accommodation prior to booking confirmation, land transport, or exchange rates as these are elements over which the Company does not have control. In the event of fluctuations or increases affecting the prices that WACT is required to pay for items including transportation, accommodation and other services, Company reserves the right to adjust tour costs. If WACT is required to change your booking or part of your booking for any reason beyond our control, WACT reserves the right to vary your itinerary and will give you notice of those changes.

In the event that any one change or series of changes to your itinerary <u>due to changes</u> <u>instituted by WACT</u> demonstrates at the sole discretion of WACT that your tour has thereby become relevantly or significantly different from the planned itinerary prior to the changes taking effect and WACT has accepted your deposit and/or full payment, you have the right to ask for a rearrangement or to withdraw from the tour and WACT will refund you less any charges over which we have no control by travel suppliers.

In the event that any one change or series of changes to your itinerary <u>due to changes</u> requested by you and demonstrates that your tour has thereby become relevantly or significantly different from the planned itinerary prior to the changes taking effect and WACT has accepted your deposit and/or full payment, you have the right to:

- Ask to withdraw from the tour,
- Please see "2. Cancellation: Cancellation Guidelines and Charges" for cancellation charges that may be required.
- If your tour has commenced on the ground in-location, WACT will supply you with the necessary information regarding forward bookings/transport arrangements.

### Worry-Free, No Obligation Reservations for 7 days on Land Tour Packages

WACT offers a worry-free, no obligation reservation request for 7 days after the Tour Booking is received, during which time you can cancel your tour package's reservation request for any reason. Credit card payment processing fees are not refundable. If you are making your tour reservation within 90 days of your tour date, the 7 days grace period is waived. A minimum non-refundable deposit of USD 250 per person is required within 7 days of your Tour Booking. Your final payment is due 90 days prior to your tour's departure date or by the payment deadline dates specified for your specific tour. If the reservation is made within 90 days of the tour departure date, full payment is due within 7 days of reservation.

## (a) Deposit – For Land Only Tour Package Participants

For reservations made more than 90 days in advance of the departure date, a minimum non-refundable deposit of USD 250 per person is required within 7 days of Tour Booking received.

## (b) Payment – For Land Only Tour Package Participants

For reservations made more than 90 days in advance of the departure date, a minimum non-refundable deposit of USD 250 per person is required within 7 days of Tour Booking received. Other non-refundable deposits may be required specific to your tour for third party accommodations, reservations or tours according to the third-party providers policy. Please carefully see your tour package for details. The remaining balance shall be payable in full no later than 90 days prior to the departure date or by the payment deadline dates specified for your specific tour. If the booking is made less than 90 days prior to tour departure date, full payment is due within 7 days of reservation.

## (c) Airfare – For Land Only Tour Package Participants



When booking a tour through WACT, you have the option to select your own flight(s) with our land-only tour package. If you elect to book your own flight, WACT kindly asks you contact us before booking to confirm the status of your tour and the recommended arrival date and time to meet the tour group. In the event a tour package is canceled, or the dates are changed, you will be responsible for any costs or fees associated with airfare. WACT does not accept responsibility for flight cancellations, interruptions or other inconveniences by airline carriers. Your contract for your flight is with the air carrier and subject to the air carriers' terms and conditions.

# **Air Inclusive Tour Participants**

WACT does not issue airline tickets, but WACT can book your airline tickets through airlines or ticketing agencies or with all-inclusive or bundle packages with your permission under your passport name, as listed on your Tour Booking when reserving your tour package. Airlines do not allow travelers to change names on tickets after issuance. Incorrect names will result in cancellation of your reservation. Re-booking will be subject to airline, hotel or travel supplier penalties. WACT does not accept responsibility for flight cancellations, interruptions or other inconveniences by airline carriers. Your contract for your flight is with the air carrier and subject to the air carriers' terms and conditions.

### (a) Disclosure of Identity of Airline Carrier(s) through Code Sharing Agreements

For tour packages inclusive of airfare, the identity of the carrier, which may include the carrier's code-share partner, will be assigned and disclosed at a later date.

## (b) Deposit – For Air Inclusive Tour Participants

For reservations made more than 90 days in advance of the departure date, a minimum non-refundable deposit of USD 250 per person is required within 7 days of when WACT receives your Tour Booking to secure your spot on your land tour package. Your flight reservation will be confirmed after receipt of your full flight quote payment is received. Ticketing must be done according to the rules of each airline.

# (c) Payment - For Air Inclusive Tour Participants

Your airfare shall be payable immediately at the time of booking confirmation of your flight and the remaining balance of land tour package is due 90 days prior to your tour departure date or by payment deadline dates specified for your specific tour.

# 2. Cancellation

# **Cancellation Guidelines and Charges**

Should you or a member of your party cancel, you must cancel in writing by email or electronically for instant communication of cancellation but, not by text message or via social



<u>media applications.</u> Cancellations by phone will not be accepted. All suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the suppliers for any applicable refunds subject to the supplier's terms and conditions. If you are entitled to a refund, please note that the supplier is responsible for this refund, not WACT. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency. In addition, cancellations are subject to a charge to cover estimated costs.

Land Only Tour Packages	
Prior to Departure	Cancellation Charges
91 or more days	Non-refundable deposit and any charges/penalties by
	accommodation supplier, land operators and travel
	suppliers
90 - 61 days	25% of Land Tour Price and any charges/penalties by
	accommodation supplier, land operators and travel
	suppliers
60 – 31 days	50% of Land Tour Price and any charges/penalties by
	accommodation supplier, land operators and travel
	suppliers
30 days – or less	100% of Land Tour Price

Air Inclusive Tour Packages		
Prior to Departure	Cancellation Charges	
91 or more days	Non-refundable deposit and any charges/penalties by	
	airline, accommodation supplier, land operators and travel	
	suppliers	
90 - 61 days	25% of Land Tour Price and any charges/penalties by airline,	
	accommodation supplier, land operators and travel	
	suppliers	
60 – 31 days	50% of Land Tour Price and any charges/penalties by airline,	
	accommodation supplier, land operators and travel	
	suppliers	
30 days – or less	100% of Land Tour Price and any charges/penalties by	
	airline	

When you cancel your reservation, the following fee will be assessed per person accordingly. You will be responsible for any costs or fees when you cancel your reservation.

Please note that penalties imposed by airlines will apply to ALL Air Inclusive Tour participants on top of the land tour penalties above. Please note that many airline tickets are non-refundable in most cases however you may be able to use the value of your ticket for future use by adding administration fees set by each airline. WACT is not responsible for any charges or

penalties for airfare cancellation(s).

Written notice of cancellation and travel documents must be received by WACT at least 31 days prior to departure for an eligible refund. WACT will not be responsible for any non-refundable situations resulting from delayed arrival of your travel documents. Cancellation date will be determined based on when WACT receives written notice from tour participant.

All penalty fees must first be paid before any refund can be issued.

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

#### **Restricted Promotion Fare**

Tour Packages reserved with our special promotions or discounts are non-refundable. If a tour participant(s) must cancel their tour prior to departure, traveler(s) can elect to receive a credit for the value of the tour minus the non-refundable deposit of USD 250 per person, a USD 50 administrative fee per person and any applicable penalty fees. Credit can be used to book a land-tour package of value equal to or greater than the credited value with WACT within one year from the cancellation date of the original itinerary.

### **Special Circumstances for Air Inclusive Tour Participants**

If the passenger or the passenger's immediate family were deceased prior to tour departure, your airfare is still subject to the airline's requirements. WACT will inquire of a penalty waiver or refund process from the airline. WACT may only collect the penalties of the accommodation supplier, land operators and travel suppliers and a USD 50 administrative fee per passenger. WACT and often airlines will require a death certificate according to the airline's required documentation submission.

In cases where WACT booked your airline ticket for you exclusive to an all-inclusive package or in addition to a land package, you may contact the airline directly to inquire of a penalty waiver or refund process from the airline.

## **Tours Cancelled by WACT**

In the unfortunate event WACT has to cancel your tour, except in the case of a force majeure even, WACT will refund the entire amount paid unto WACT at time of cancellation. We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to "force majeure". "Force majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules

or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemics/pandemics or the threat thereof, adverse weather conditions, fire and all similar events outside our control. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by WACT.

### 3. Travel Insurance

Travel Insurance is **NOT** included with the purchase of your tour. Therefore, WACT strongly suggests tour participants purchase travel insurance, including, where available, cancel for any reason coverage, to cover unforeseen circumstances during your tours or cancellations. In the event that you must cancel your trip due to illness, family crisis or other emergencies, travel insurance will cover your eligible non-refundable trip costs. Such insurance at a minimum should cover your losses sustained as a result of cancellation, medical issues, and repatriation in the event of accident or illness. Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. WACT cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason. If you choose to travel without adequate insurance coverage, we will not be liable for any of your losses howsoever arising, for which insurance coverage would otherwise have been available. To assist with these unfortunate events, WACT recommends purchasing travel insurance on this <u>affiliate partner marketplace</u> to find and compare the best plan options for your specific travel.. WACT is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. WACT cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker listed on the website or your specific plan.

### 4. Tour Fare Includes

## **Accommodations (Hotels, Rental House, Homestay)**

WACT "travels like locals with locals," meaning many of our tour accommodations are local experiences in rental homes or homestays with or without local hosts, not hotels or traditional travel accommodations.

#### Hotels

Hotel accommodations are based on double occupancy.

Per triple sharing room rate will be the same as a double room occupancy. A single room request is subject to availability and with an additional cost. Single rooms are often smaller than twin rooms. Triple room definition is 3 bedded or 2 bedded with a roll-away or cot a twin room, and may not be comfortable for three adults.

When the hotel listed in the brochure is not available, a hotel within the same level will be

substituted without prior notice. Star-ratings may differ from country to country. WACT does its best to maintain current information, however, is not responsible for conditions of hotels, any inaccuracies, changes in description details or amenities, or images provided by third parties.

#### **Rental Houses**

Rental Houses are booked from platforms such as Airbnb and VRBO. In countries where rental housing is regulated, WACT only books regulated, legal rental houses. Travel Guard® Insurance covers Airbnb and VRBO rental houses. Rental House accommodations are based on group size sharing occupancy. Bathrooms and other common rooms are shared. In countries outside the United States, it is common for rental houses to have one bathroom or one and a half bathrooms. All rooms and bedding (i.e. futons, floor mattresses, roll-aways, couch beds) are on a first-come first serve basis. Some rooms are double rooms (sleeps 2), triple rooms (sleeps 3), quadruple rooms (sleeps 4) or family or group rooms (sleeps 4 or more). A triple sharing room rate will be same as double room occupancy. A quadruple room will be the same as two double rooms. A family or group room that sleeps four or more will be based on double occupancy per two (2) persons and may be shared with non-family members. A single room request is subject to availability and with an additional cost. Single rooms are often smaller than twin rooms. When the rental house listed in the brochure is not available, a rental house within the same level will be substituted without prior notice. Star-ratings may differ from country to country. WACT does its best to maintain current information, however, is not responsible for conditions of rental houses, any inaccuracies, changes in description details or amenities, or images provided by third parties.

#### **Homestays**

Homestays are booked with known associates of WACT or applicant homestays that have undergone criminal background checks. Homestay accommodations are based on group size sharing occupancy. Bathrooms and other common rooms are shared. In countries outside the United States, it is common for houses to have one bathroom or one and a half bathrooms. All rooms and bedding (i.e. futons, floor mattresses, roll-aways, couch beds) are on a first-come first serve basis. Some rooms are double rooms (sleeps 2), triple rooms (sleeps 3), quadruple rooms (sleeps 4) or family or group rooms (sleeps 4 or more). A triple sharing room rate will be same as double room occupancy. A quadruple room will be the same as two double rooms. A family or group room that sleeps four or more will be based on double occupancy per two (2) persons and may be shared with non-family members. A single room request is subject to availability and with an additional cost. Single rooms are often smaller than twin rooms. When the homestay listed in the brochure is not available, a homestay or rental house or hotel within the same level will be substituted without prior notice. Star-ratings may differ from country to country. WACT does its best to maintain current information, however, is not responsible for conditions of homestays, any inaccuracies, changes in description details or amenities, or images provided by third parties.

Travelers are expected to care for the home and relate to hosts as guests, obey house rules, way of life, and cultural boundaries. Breaking house rules, way of life, or cultural boundaries at

the detriment of WACT or other tour participants or in offense to the host is grounds for expulsion from future tours with WACT.

## Damage by Traveler(s) to Accommodations

WACT will hold a refundable damage deposit on your credit card or in cash based on the accommodation or travel suppliers' policy. Please note that if you choose to hold a deposit on a debit card or credit card, this is known as a pre-authorization hold. When the approval is given by your financial institution, the balance in your checking account or credit card available credit is "blocked" or put on "hold" by the amount of the deposit rendering the funds unavailable for use until the pre-authorization is released.

This refundable damage deposit and date of return or release will be stated in your package terms. Travelers will be held 100% liable for damage to the accommodation by WACT up to or above your individual damage deposit. In the case of group accommodations and shared areas, if it is not clear which individual is responsible, the group will share damage costs.

If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. WACT is not responsible for any costs incurred concerning a guest removed from a guided vacation/holiday. Guests agree not to hold WACT or any of its related entities liable for any actions taken under these terms and conditions.

#### Meals

Meals are included as specified in each itinerary as "group" or "group reservation" or "tour meal" WACT can arrange for special diet meals, but WACT asks that you to submit your meal request when booking your tour package. For safety and liability reasons, WACT and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise the hotels, meal providers and airlines of your request but we cannot guarantee their availability. No reimbursements or refunds will be issued if a tour participant chooses to skip a provided meal.

#### **Admission / Entrance Fees**

Admission or entrance fees for sites or attractions are included as specified in each itinerary. Admission or entrance fees for free time attractions or activities or recommended or optional Day Trips & Excursion Tours are not included with the price of your tour.

## **Itinerary Changes**

WACT will adhere to the original itinerary as accurately as possible. However, WACT cannot manage the future and WACT never knows what may happen in-country or in-location.

Therefore, the tour itinerary's final arrangements will be determined by the local tour escort based on local circumstances which are beyond the control of WACT. These are circumstances such as: traffic, weather, natural disasters, and incidents at sea, fire, and breakdown in machinery or equipment, acts of government or authorities and wars under local condition. We encourage travelers to be flexible and focus on the benefits not the challenges.

During local or national holidays or holiday weeks, certain facilities such as museums and restaurants, sightseeing tours, and shopping may be limited or not available. In the event of an itinerary change, WACT will do our best to provide alternatives whenever possible. See Section 1 – Reservation: Changes in Prices and Itineraries, Section 7 - General Conditions: Unused Tour Features for more information regarding unused attractions as a result of itinerary changes.

### 5. Not Included in the Tour Fare

The following are not included in your tour fare; please plan accordingly.

- Interstate and intrastate passengers are responsible for the cost of their own travel arrangements from their home to and from their choice of the international departure city
- The price of any accommodation prior to arrival in-country or on location prior to the start of the tour
- Insurance premiums, travel insurance and protection
- Any expenses due to delay or changes of schedule, overbooking of airplane or accommodations
- Federal inspection fees for the Federal U.S. Customs and Immigration, International Air Transportation tax, agricultural tax, any other charges levied by local state, federal or national government agencies, security fees, airport taxes and fees, port taxes
- Passports, visas and vaccinations
- Tips and gratuities to your tour director, driver, local hosts, and ships' crew, gratuities on ferries, trains, and cruise ships
- Translation and interpretation of foreign languages
- Laundry
- Telephone
- Wi-Fi
- Internet services
- Mini bar, alcohol, beverages (these extra items will be billed to you before leaving the hotel, accommodation, ship, or restaurant)
- Room service
- Porter's fee at airports and hotels
- Recommended activities, free time activities, free time admissions or free time meals
- Day-trips & excursion tours not included in the tour itinerary and package
- Excess baggage fees
- And all other items of a personal nature not outlined in the tour itinerary.



### 6. Amendment of Tour

The cost of any changes or additions will be at the local rate or airline rate at the time of the amendment, not per the WACT website or brochure, and additional costs must be borne by the traveler. Changes are subject to a USD 50 processing fee plus any other amendment fee by airlines, accommodations, ground transportation or other land operators.

## 7. General Conditions

#### **Tour Price**

All tour prices are listed in US dollars and are based on tariffs and rates of currency exchange in effect at the time of printing or publishing online. These rates are subject to change as deemed necessary and fair by WACT.

#### **Minimum and Maximum Tour Members**

WACT minimum number of tour members is 10. Maximum tour members depend on the type of tour.

#### **Tour Departure Guarantee**

WACT guarantees departure day for all of our listed tour packages. However, should the total number of tour members fall below 10 persons, WACT reserves the right to change or cancel the tour.

#### **Price Guarantee**

WACT guarantees your tour price once WACT has received full payment for your Tour. Only amendment fees, currency surcharges, optional hotel or accommodation swaps, optional hotel or accommodation extensions, optional day-trips or excursion tours, or flight changes may have additional costs. These costs must be added to the tour package and will result in a price reassessment for each passenger.

#### **Unused Tour Features**

Any Unused tour features, due to time constraints, weather, itinerary change(s), or otherwise, either on air transportation or for land arrangements are non-refundable and non-exchangeable.

### **Tour Photography**

WACT encourages you and your travel companions to take as many photos as possible during your tour. However, please note that photography may not be appropriate, safe or permitted in some local cultures, places or conditions. Please also regard and obey posted notices regarding photography. Our tour guides will also be taking photos of your tour for our marketing

purposes. If you do not want your picture taken or on our online media, please specify this in your Tour Booking or opt-out in writing via email.

#### **Translation and Interpretation of Foreign Languages**

WACT and its tour guides, employees, contractors, hosts or volunteers are not translators and interpreters of foreign languages. WACT does not hire translators and interpreters for tours. Local sites, attractions, transportation services and accommodations often provide bilingual (English) or multilingual speakers, websites, brochures, or notices. If tour participants encounter an emergency or legal situation in-country and requests access to translation and interpretation services, WACT will do its best to help tour participants access such service providers.

### **US Federal Law Agreement**

Federal law forbids the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft. If you do not understand these restrictions, contact your airline or go to <a href="https://www.faa.gov/hazmat">https://www.faa.gov/hazmat</a> for more information.

### 8. Health

#### **Fitness**

To ensure smooth operation of the tour, WACT recommends that travelers be in general good health. Traveling and visiting sites in country or location require a certain level of fitness and health. In order to fully enjoy this tour and to prevent issues for the group, please be prepared to keep up with the pace of the group, climb or descend stairs and elevations with no difficulty, and wear comfortable shoes for all day use. Please consult with your physician regarding your wellness and ability to travel long distances. Any physical or mental disability which requires special treatment or attention must be noted at the time of reservation. WACT reserves the right to exclude tour participants or recommend alternatives who are physically unfit to undertake tours, activities or long trips in the interest of the individual traveler's and the tour group's well-being.

## Safety

During your tour with WACT, there are certain risks and dangers that may arise beyond our control. This includes the dangers or threats such as but not limited to travel by boat, train, shuttle services, aircraft, ground vehicles, or other means of transportation, travel in undeveloped areas, the forces of nature, political unrest, accident or illness, behaviors of people or animals in the surrounding area or dangerous items. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with WACT to participate in such trips and activities you agree you will not make a claim against WACT, its related

companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release WACT, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the guest occupies a motor coach seat fitted with a safety belt, neither WACT nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

#### **CONDUCT EXPECTED**

Each participant is expected to act responsibly and adhere to all behavior guidelines established by the Tour Guide and/or Tour Manager. Any failure to respond to the guidance of the Tour Guide and/or Tour Manager can result in the immediate return home of the offending participant. Any participant sent home for behavior or disciplinary issues will be sent at their sole expense, and no refund will be available for any portion of the trip.

#### Medication

Please verify with your doctor, physician, or the embassy of the country your tour will travel to in your country to ensure you can travel safely with your required medication. WACT will not be held responsible for any issues or complications related to medication(s).

#### **Smoking**

WACT will do everything WACT can to accommodate non-smoking rooms for our tour participants. However, please note that in some countries or destinations laws, boundaries, culture and accommodations are not the same as you may be accustomed to your home country. WACT cannot guarantee you will have a non-smoking room during your tour or a completely non-smoke invasive environment. WACT will do our best to accommodate guests in non-smoking rooms during their tour.

# 9. Special Assistance

### **Notify at Booking**

Please report any disability requiring special attention when submitting your tour reservation application. Unfortunately, in some countries or locations not all destinations or attractions or

activities are accessible for disabled tour participants. WACT will do what WACT can to reasonably accommodate the special needs of travelers or recommend an alternative, but cannot guarantee access to select services.

### **Additional Companion**

WACT regrets that WACT cannot provide additional individual assistance to a tour participant(s) for walking, dining, transportation, or other personal needs. If these services are required, a qualified and physically capable companion must register and pay as a tour participant and accompany travelers who need such assistance.

#### Wheelchairs & Accessible Travel

Wheelchair rental or other accessible travel accommodations are available upon request for select escorted tours and charges will apply. Please contact your travel agent for pricing and details at the time of tour application. Unfortunately, not all tour packages can accommodate guests with wheelchairs. We are your Special Needs Group Certified Accessible Travel Advocate.

#### **Hearing Aids & Audio Receivers**

For tour participants who have a hearing impairment, hearing aid equipment rental is available upon request and charges will apply. Please contact your travel agent for pricing and details at the time of tour application.

# 10. Baggage Limits for Each Tour Participant

A maximum of two (2) carry-on sized luggage & one (1) personal item such as a backpack, handbag or computer case are allowed per person and are your own responsibility throughout the tour. Please see your tour itinerary details for the recommended maximum quantity, size and type of baggage to ease your load based on the itinerary and destination constraints.

Due to possible changes in airline policy, please contact your travel agent or the airline for more information on your air carrier's baggage policy.

## 11. Deviation

Deviation from our tour itinerary will be the sole responsibility of the individual. WACT will not be responsible for any additional or extra charges occurred due to deviation(s) from the tour itinerary.

# 12. International Travel, Passport & Visa

By offering reservations for travel in particular international destinations, WACT does not represent or warrant that travel to such areas is advisable or without risk. It is your

responsibility to be aware of travel warnings and advisories as announced by the U.S. State Department. Should you choose to travel to a country that has been issued a travel warning or advisory, WACT will not be liable for damages or losses that result from travel to such destinations.

Participants are solely responsible for ensuring their passports are up to date, do not expire for at least 6 months after the trip return date (a requirement to enter many countries), have two completely blank pages (for some countries) and have all necessary visas. We recommend that you keep a copy of your scanned passport (photograph page) on your email while traveling. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at https://www.tsa.gov/travel/security-screening/identification.

Obtaining and carrying these documents is your sole responsibility. WACT bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Any failure of a participant to have proper visas and/or passport will likely result in the participant not being able to leave the country or enter a destination and no refund will be available in any such case.

Please check with your country's consulate or embassy for more information on passports and visa requirements for the country you are traveling to.

# 13. Young Traveler

Travelers who are less than 18 years old on the departure date must be accompanied by an adult. For any special requirements regarding airline tickets for children, contact your airlines directly.

Many attractions, admissions and activities consider children age 12 and older as adult admission. Therefore, age 12 and older are priced as adults with WACT. If pricing is different, it will be stated in your package itinerary or tour contract.

Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. WACT suggests that you also contact the appropriate consulate and airlines because they may have additional requirements.

WACT offers a reduced rate off the land tour packages for infants or toddlers between the age(s) of 0 to 5 years old when traveling with an adult. Infant/Toddler must share existing bedding (max one infant/toddler per room) with an adult traveler(s). Please see your specific tour package for the infant or toddler rate.

Young travelers aged 6-11 who need a bed and must share a room with an accompanying adult receive a reduced rate on the land-tour price. Infant/toddlers and young traveler packages include itinerary meals and admission. Please see your specific tour package for the infant or toddler rate.

WACT cannot reduce the cost of transportation tickets, passes or fare for young travelers, infants or toddlers who require their own seat on buses, high-speed trains, and other transportation. If you have any questions/concerns, please contact your travel agent for more information. Child price reductions cannot be combined with other promotions.

# 14. Responsibility

WACT and its employees, shareholders, agents. and representatives abroad use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. WACT is an independent contractor and is not an employee, agent, or representative of any of these suppliers. WACT does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. WACT is not affiliated with any other tour operator. All suppliers are independent contractors, and are not agents or employees or representatives of WACT. All travel arrangements included in this trip are made on the participant's behalf upon the expressed condition that neither WACT nor its employees, agents, or representatives shall be liable or responsible for any loss, injury, or damage including direct, indirect, or consequential, damages to any tour participant or their belonging, or otherwise in connection with any act or omission of any person or entity, including without limitation, any act of negligence or breach

of contract of any third party such as an airline, train, motor coach, private car, cruise vessel, boat, or any other conveyance, hotel, accommodation which is to or does supply any goods or services for this trip beyond the control of WACT. All exchange orders, coupons, and tickets are issued subject to the terms and conditions under which such means of transportation, accommodations, and other services are offered or provided. The issuance and acceptance of such documents shall be deemed to be consent to the further conditions.

Participant understands that WACT neither owns nor operates such third-party suppliers and accordingly agrees to seek remedies directly and only with those suppliers and nor hold WACT responsible for their acts, omissions, or commissions. Without their limiting the foregoing, WACT and its agents are not responsible for any losses or expenses due to delay or changes of schedule, overbooking of accommodations, default of any third parties, sickness, weather, strike, natural disasters, acts of government's civil disturbances, war, quarantine, customs regulations, epidemics, criminal activity or for any other cause beyond its control. All such losses or expenses must be borne and paid for by the participant.

WACT accepts no responsibility for value, reliability, quality, or authenticity of any goods purchased while on tour or for any mailing, freight, or shipping arrangements.

WACT reserves the right to decline to accept, or retain any person as tour participant, should such person's health, mental condition, physical infirmity, or general deportment impede the operation of the tour or the rights, welfare or enjoyment of other tour participant.

There are always risks when travelling. Inherent risks include, but are not limited to risk of injury or death from: hiking, ziplining, swimming, diving; motor vehicles collisions, animals, roadway hazards, slips, and falls, sidewalks and walking paths which include uneven surfaces and steps, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including other travelers, World Awaits Tours and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical exertion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

You understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, you are willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. You hereby accept

and assume full responsibility for any and all risks of illness, injury or death and of the negligence of World Awaits Tours and agree to and shall hold harmless and fully release World Awaits Tours its owners, members, agents, and assigns from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of World Awaits Tours and you hereby covenant not to sue World Awaits for any such claims or join any lawsuit or action that is suing World Awaits Tours. This agreement also binds your heirs, legal representatives, and assigns. In no event will World Awaits Tours be responsible for incidental, consequential, or special damage or loss suffered by any person. World Awaits Tour's maximum liability, for any reason whatsoever, will be limited to the amount paid to it for its services. The terms of this Assumption of Risk & Release of All Liability paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

The general conditions under which you agree to utilize the services of WACT may not be amended in any way, except in writing, by an authorized officer of WACT. By utilizing the services of WACT, you agree that the exclusive venue for all claims shall be the County of Greenville, State of South Carolina, United States of America and such claims shall be determined according to the laws and jurisdiction of the State of South Carolina. You agree that you will only bring claims against WACT in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. WACT shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. All guest claims must be submitted in writing and received by WACT no later than sixty (60) days after the completion of the WACT vacation. Guest claims not submitted and received within this time shall be deemed waived and barred.

#### Baggage

Baggage is carried at owner's risk and baggage insurance is recommended.

#### **Tour Handbooks**

WACT is not responsible for typographical errors or omissions in our tour brochures or third-party tour brochures.

#### **Cancellation, Substitutions & Pricing**

WACT reserves the right to substitute accommodations, alter the itinerary, withdraw any tour, and make any desirable alteration for the convenience of the operation of tours without prior notification. WACT reserves the right to cancel the tour prior to departure for any reason. Liability for such cancellation is limited to full refund of money received by WACT, and this will constitute full settlement with the tour member.

WACT does not own nor operate the accommodations, motor coaches, airlines, cruise lines, or any other service providers which compose its tours, and will not be held responsible for

changes and/or cancellations for any reason by airlines, accommodations, or cruise ships. Each exchange voucher and ticket are to be regarded as one contracted by or on behalf of the particular company or person named on it. The issuance of tickets and vouchers shall be deemed to be consent to the above conditions and to these terms and conditions.

All tour fares shown are based on the present value of foreign currencies in relation to the U.S. dollars in effect at the time of initial notice of the tour availability, and in current tariffs on the same date and are subject to change.