**TERMS & CONDITIONS – New Zealand – Hungry Hawk**

**BOOKING CONDITIONS:** Upon purchase of the tour program the terms and conditions as set forth herein become a binding contract between the purchaser and Expanding Horizons.

**PARTIES:** In these terms and conditions, “you” or "passenger" or "participant" refers to the person booking, purchasing, or traveling on the land program, and to individuals traveling as part of that person's reservation. "We" or "us" refers to American Expanding Horizons dba Expanding Horizons, (“EH”) a California corporation. EH offers the travel program and enters into these terms and conditions with you pursuant to arrangements made with third party suppliers as independent contractors for the various components that comprise your travel program.

**AUTHORITY TO CONTRACT:** You represent and warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation for yourself and all members of your traveling party named in the reservation;
(iii) you will use the services provided by EH in accordance with these Terms and Conditions; (iv) you will inform such other persons about these Terms and Conditions that apply to the reservations you have made on their behalf.

**ACCEPTANCE OF THE CONTRACT:** Acceptance of the contract occurs when payment of deposit monies is received by EH. These terms and conditions are deemed to be made, accepted, and entered into in Orange County, California. EH reserves the right to modify these terms and conditions at any time. You agree that it is your responsibility to be familiar with these terms and conditions and to check back from time to time for any changes. An up-to-date copy of these Terms & Conditions is accessible on the Tours and Wine website for your travel program. If there is any part of these terms and conditions that you do not agree with, please do not use our travel services.

**REPRESENTATION:** No person, other than an authorized representative of EH by a document in writing, is authorized to vary, add, or waive any Term or Condition on its brochure or website.

**RESERVATION** When making a reservation, you must ensure your name (and the name of any person(s) for whom you are making a reservation) matches exactly the name as it appears on your (or the person(s) for whom you are making the reservation) valid Passport.

**INFORMATION COLLECTION FOR RESERVATION & TRAVEL:** As a condition of reservation, you must provide information as requested by EH along with your initial payment. EH reserves the right to cancel your reservation and all services, and retain all related cancellation fees, if your information is incomplete or inaccurate. Your personal data secured for your reservation is used to process your services with our Service Providers. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws are less stringent than those of the United States of America. This may include requirements to pass details to Service Providers as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obligated to by law. By making a reservation with EH:

- you consent to EH storing, using, and transferring of your data to other third parties (including third parties outside your home country) for the purposes as stated above
- you indemnify and hold harmless EH and its affiliates in respect of EH for storing, using, and transferring this data as described above

We will not sell or rent this information to anyone.

**PASSPORT / VISAS / TRAVEL AUTHORIZATIONS**: A valid passport is required for each participant. Passport must be valid for at least three (3) months after the scheduled return date. Your passport must have enough blank pages (excluding amendment pages) available for entry and exit stamps as required by each country that are issued when entering and exiting immigration points. If you do not have proper documentation, you may be refused boarding or country entry without liability for refund, payment, compensation, or credit of any kind. You acknowledge that you are solely responsible for obtaining vaccinations and other appropriate medical care prior to departure. EH is not a medical authority. Medical advice should be obtained from your travel doctor.

A New Zealand Electronic Travel Authority (NZeTA) or visa is required for US Citizens traveling to New Zealand. This can be obtained online. At this time, the New Zealand visa fee is NZD 17 (approx.. USD 10*) if you apply through the free mobile New Zealand app; otherwise, NZD 23 (approx.. USD 13.5*) online. Travelers entering New Zealand must pay a NZD 100 (approx. USD 58*) International Visitor Conservation and Tourism Levy (IVL) alongside their NZeTA application. Non-US citizens must contact the appropriate consulates regarding visa and other document requirements.

**DEPOSIT AND ADDITIONAL PAYMENTS:** To confirm a reservation, we require a deposit of $1,500 at the time of your reservation. Airfares unless otherwise stated are not include in the tour program price. The Payment Schedule for your tour program is on the website and will be reconfirmed in your confirmation letter. Airlines require full payment at the time of ticketing reservation and are non-refundable once the reservation(s) has/have been confirmed/ticketed. Hotel Extra Nights require a non-refundable deposit at time of booking (amount TBD based on vendor requirements at the time of confirmation of the hotel availability).

**Payment Schedule:**

- DEPOSIT of $1,500.00 per person ..... Due at time of registration
- SECOND PAYMENT of $1,500.00 per person..... Due July 15, 2026
- FINAL PAYMENT (balance owed)..... Due December 12, 2026

**Pricing Information**: All prices are in US dollars. EH reserves the right to increase prices without notice. EH has no obligation to provide Purchaser with any information concerning the costs utilized in establishing the price of the tour package, either before, during, or after the tour is completed.

In the event of one or more persons cancel from the group, EH reserves the right to reprice the program to cover any fixed costs such as vehicle hire, guide services or group minimums needed for attractions or included components. The program may require repricing if persons cancelling leads to a hotel room changing occupancy from double or twin to single occupancy.

**SINGLE SUPPLEMENT FEES:** A single supplement fee will apply for solo travelers and is available on request. In the event of cancellation by your travel companion or roommate, you will be responsible for the additional resultant single supplement charge.

**PRICES DO NOT INCLUDE:** Published prices do not include airfare, baggage fees; sporting equipment; health, accident, or other protection; vaccinations; laundry; additional food and beverages not mentioned in the itinerary; optional excursions; gratuities or other items or services of a personal nature.

**CANCELLATION CHARGES:** In the unfortunate event participant chooses to cancel their travel, all cancellation charges are subject to a minimum of a non-refundable $100 per person Administrative Fee based on the cancellation date, as per the Cancellation Schedule listed below.

Notice of cancellation to EH must be via email to info@Expanding-Horizons.com, which must include a return receipt and read notation, or other writing stating clearly and correctly each guest's name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation. Other forms of notice are not sufficient. The effective date of the cancellation is the date we receive the written cancellation notice.

Name changes, a substitution of a participant or a reduction in the number of guests in a stateroom are treated as a cancellation in that all applicable cancellation charges apply. Medical reasons are not accepted as proof to waive cancellation charges. EH will not be liable for third parties' rejection to refund existing reservations or granting partial refunds. Any refund entitlement is limited to the funds received from the supplier(s) of services. Except as otherwise provided in your Passenger Ticket Contract, after travel begins, there is no refund for unused services, or unused portions of cruise, cruise/Land Program or airfare.

**CANCELLATION SCHEDULE**

| | |
|---|---|
| From Registration to 121 days prior to Departure | $100 per person is non-refundable |
| From 120-90 days prior to Departure | 20% per person is non-refundable |
| From 89-60 days prior to Departure | 45% per person is non-refundable |
| From 59-46 days prior to Departure | 70% per person is non-refundable |
| From 45 days prior to Departure | 100% per person is non-refundable |

Purchaser's failure to appear at the time of departure will result in a cancellation charge equal to 100% of the tour package.

**TRAVELER'S OBLIGATION:** Pursuant to this reservation are specific to the terms and conditions of the reservation and are not conditioned on the involvement of participation of any other specific person(s). The Terms and Conditions constitute an integrated contract and does not include any provision or representations before and/or after not set forth in writing, signed and agreed upon by Expanding Horizons.

**TRAVEL PROTECTION:** To help protect you and your travel investment against the unexpected, we strongly recommend that you purchase travel protection to protect against loss or damage to baggage and personal effects, trip cancellation and interruption, emergency evacuation, accidental death or injury, illness, and medical expenses sustained or incurred in connection with your planned travel program.

**TRAVEL DOCUMENTS:** Only after receipt of full payment, travel documents will be sent by regular ground delivery (US & Canada), approximately 3-4 weeks prior to departure only if full payment has been received by Expanding Horizons. Delay in final payment will delay delivery of travel documents. Expedited delivery may be possible for an additional charge of $25 or the full cost of expedited services, whichever is greater.

**BILLING ERRORS:** In the case of billing errors, EH reserves the right to re-invoice you with correct pricing.

**PRICING:** The USD$ (United States Dollar) prices shown on the www.toursandwine.com website are valid at time of publication but subject to change.

**AIR FARE**: All air carriers are independent contractors and are not owned, managed, controlled, or operated by EH. Your airline ticket constitutes a contract between yourself and the airlines (and not EH,) even if purchased through EH. EH is not liable for and does not assume responsibility or accept claims in regard to seat assignments, name changes, schedule changes, flight changes and/or cancellations. Should you change or cancel your air transportation arrangements before or after your travel begins, all airline change and cancellation fees imposed by the airlines will apply.

Air carriers require your birthdate and full legal name as it appears on your valid passport. Published airfare requires full payment at the time of reservation. Once your ticket is issued, it is subject to penalties for any changes or cancellation per airline ticketing terms and conditions at time of purchase. Should the name on your airline reservation not match your passport exactly, your airline reservation will have to be cancelled, full penalties will be assessed, and your airline ticket will need to be reissued subject to current fare at the time of request. It is not uncommon for airfare cancellation charges of up to 100% for discounted air travel, based on the fare rules at time of purchase. It is ultimately the responsibility of the participant to understand airline rules in force applicable to their individual air tickets. The Conditions of Carriage are available by requesting them in writing from the carrier or by request at the airport.

If you make your own flight arrangements, EH is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. It is best to avoid airline tickets with high change fees.

**BAGGAGE:** Please check with the airline regarding baggage allowance. Most airlines charge a surplus fee for all checked bags. Carry-on bags are limited to one piece plus one personal item per person (weight and size restrictions apply). EH shall not be responsible or liable for costs or consequences of participant exceeding the airline's baggage restrictions, or for loss, theft, damage, or delay to participant's baggage.

**AIRPORT TRANSFERS:** These are included for arrival and departure only for the program dates. If you did not purchase your flights from EH, you will need to provide your arrival and departure flight information to EH no less than 30 days before your scheduled arrival. It is your responsibility to update EH with any changes to your flight schedule so that transfer information can be updated with the supplier(s) to ensure that you receive this service. There will be no refund for missed or unused transfers.

**CREDIT CARD PAYMENTS AND CHARGEBACKS:** Credit card payments are accepted through the EH website. You state that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, etc.) is accurate. You authorize EH to charge the amount you have requested to your credit card. This authorization is a binding agreement for us to charge your card, and as such, you waive any right to a chargeback in the case of cancellation for any cause (excepting fraud,) including a force majeure event, as defined herein, and agree to refund policies and procedures as outlined in these terms and conditions.

If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against EH. In the event that payment has been made to EH by credit card, you agree that you will not seek to chargeback your payment to EH.

In the event a client attempts to chargeback, reverse, or recollect a trip payment already made to EH without the authorization of EH, EH reserves the right to collect all additional costs, fees and expenses associated with such chargeback, reversal, or recollection, including, without limitation, attorney fees.

Credit card transactions are administered by a secure third-party service provider. You accept and consent to your personal data being provided to the third-party service provider for the sole purpose of offering and administering the credit card transaction.

If a charge is declined or reversed by the credit card issuer or network, you agree to pay EH a service charge and to reimburse EH for all reasonable costs of collection and all costs incurred as a result of the charge being declined or reversed. If the credit card is declined, you guarantee that you will settle any amounts owed to EH via money order or cash immediately. You further agree that EH may refuse to book travel on your behalf and may terminate any or all services to you.

**FORCE MAJEURE:** EH will not be deemed in breach of these Terms and Conditions or otherwise liable to you or pay any compensation by reason of delay in performance or nonperformance of any of its obligations under this Agreement to the extent that any such delay or nonperformance is due to any event defined as Force Majeure.

The term "Force Majeure" as used herein is defined as "including delay or change of itinerary, or irregularity connected with the services purchased, which is the result of any case beyond the provider's control, including but not limited to acts of God; regulations, laws or orders of governmental authorities; disease, contagion, and epidemics or pandemics such as, but not limited to, a novel coronavirus; fire, flood, or explosion; acts of war; natural or man-made disasters; labor strikes, political strikes, civil unrest, riots or disorder, civil disobedience on a scale sufficient to disrupt normal activity at the intended destination; acts of terrorism; and other emergencies making it inadvisable, illegal, impracticable, or impossible or counter to advisories of the United States Government cautioning against travel to the intended destination; sale or substantial change of management of the provider of the facilities or services contracted for; any delay in necessary and essential construction or renovation of the hotel facilities; arrest or seizure under legal process; strike, lockout, work stoppage, or other restraints of labor; weather conditions; mechanical difficulties not the fault of the carrier; either partial or substantial, or general and resulting from any and all of the mentioned causes.

If an event defined as "Force Majeure" causes a change or termination of your arrangements prior to departure, refund attempts will be made by EH on behalf of the tour and/or cruise participant(s). Any money refunded by EH will be subject to funds refunded/received from the suppliers of services less an Administrative Fee of $100 per person.

**FORCE MAJEURE (*continued*):** If an event defined as "Force Majeure" causes a change or termination of your travel program after departure, EH will be unable to make any refunds (unless we obtain any from our suppliers,) pay you compensation or meet any costs or expenses you incur as a result. Any money refunded by EH will be subject to funds refunded/received from the suppliers of services less an Administrative Fee of $100 per person.

EH is not responsible for other travel arrangements affected due to our cancellations or changes and is not liable for any cancellation or change costs or penalties incurred by you on other travel arrangements, including air tickets.

**GENERAL PROVISIONS & CANCELLATION OF A TRAVEL PROGRAM:**
These programs require a minimum of 20 paying passengers, booked with EH and paid to EH. In the unlikely event this number falls below 20 paying passengers, EH reserves the right without prior notice to amend, cancel outright or provide alternative arrangements at our discretion. If a suitable alternative is not available or acceptable to you, you will be entitled to cancel your reservation and EH's only responsibility is to refund the amounts paid by you for the reservation. EH is not responsible for other travel arrangements affected due to our cancellations or changes and is not liable for any cancellation or change costs or penalties incurred on other travel arrangements, including but not limited to air tickets. Any applicable refunds will be returned to you by company check or in the form of credit for future travel. **No Administrative Fee will be applicable.**

In the event of a complete cancellation of a departure as a result of **cancellation the cruise company or other service suppliers** prior to departure, EH will refund monies paid for the Travel program **only to those participants who have not previously cancelled**. All such refunds will be subject to an Administrative Fee of $100 per person and limited to funds received from the suppliers of services. EH is not responsible for other travel arrangements affected due to our cancellations or changes and is not liable for any cancellation or change costs or penalties incurred on other travel arrangements, including but not limited to air tickets.

**HOLIDAYS, SPECIAL EVENTS & VENUE CLOSURES:** At times, venues are limited or not available due to local holidays, events, or various seasons. EH is not liable for venue availability and will offer alternatives when possible.

**HOTEL ACCOMMODATIONS:** We will seek to use hotels as listed (if any) in your confirmation. Changes may be necessary; therefore, use of such hotels is not assured. An effort will be made to substitute similar hotels, but the level of similarity may vary. The standard policy for hotels is to have rooms available for check-in no earlier than 3:00 p.m. Subject to the discretion of the hotel, triple-occupancy hotel accommodation may involve the use of hotel rooms with just two beds. Air-conditioning in hotels is not guaranteed, and its availability depends on local and national laws/regulations. Though hotels may have air-conditioning as a listed amenity, its usage may not be available at night or in the off-season. EH has no control over air-conditioning at hotels. Some hotel suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such a deposit is unrelated to any payment received by us for your hotel booking.

**ITINERARY TIMINGS:** Itinerary timings are not guaranteed and are subject to change. No refunds are provided for changes to itinerary timing.

**OPTIONAL EXCURSIONS:** Optional Excursions are excursions not included in your tour program. Optional excursions are provided by independent third-party operators ("Excursion Operators"). Your contract for any optional excursion is between you and the Excursion Operators. Excursion Operators may render services subject to separate and additional terms and conditions, or may require you to execute additional documents, waivers, or releases. It is agreed and understood by you that any assumptions of liability, waivers, or releases that are part of the Excursion Operators' terms & conditions, and any terms that are required by such Excursion Operators will also inure to the benefit of EH.

**PERSONAL CHANGES:** Deviation from the published itinerary for any reason will not entitle a participant to any reduction in charge. Each participant will bear a full charge for any unused services.

**POSSESSION OF DRUGS:** Any carriage or possession of illegal drugs will result in immediate termination of your trip. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over-the-counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

**DISABLED PARTICIPANTS & MOBILITY:**

**Physical Fitness:**
a. EH reserves the right to cancel the booking or terminate the travel program if participant(s) special needs or disabilities are not suitable for the travel program, pose a threat to the health and safety of other travelers, EH staff and/or representatives, or are incompatible with other travelers, or not traveling with a companion who would provide all the assistance required.
b. Many sightseeing activities often require extended standing, sitting, or climbing or walking. Most transportation services, including the touring, are not equipped with wheelchair ramps.

EH will not refund or cover any cost or expenses incurred for any missed activities due to a participant's inability to fully participate with the group.

Participant must inform EH at the time of reservation of any mobility impairment(s) or other condition(s), whether physical, emotional, or mental, which limits the mobility of a traveler and their ability to participate in the activities described in the itinerary or may require accommodation or use of an assistive device during travel.

**GENERAL INFORMATION**

a) **Smoking:** Smoking restrictions in New Zealand are stringent. Smoking and vaping are not allowed in the following public places: On public transport. Indoors in bars, restaurants, casinos or clubs. In indoor workplaces.

b) **Diet:** Special dietary requests must be provided to EH at time of reservation. An effort will be made to meet the request, but we cannot assure the request can be accommodated.

c) **Minimum Age Requirement:** All tour participants must be a minimum of 18 years of age.

**AUTHORITY TO REMOVE OR REFUSE PASSENGERS:** In the sole discretion of EH, EH may refuse transport to any passenger or may require any passenger to leave the tour if it is in the reasonable opinion of EH, our representative, or our suppliers that the participant (1) is dangerous to others or to himself or herself; (2) has engaged in, is engaged in, or is threatening to engage in, behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other passengers or EH representatives, including but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene; or (3) has failed or refused, or is failing or refusing, to follow EH's rules and procedures or the instructions of EH or its representatives. In the event a participant is removed, such participant may be left at any city without any liability to EH or its representatives. EH shall not be required to refund any portion of the price paid by any participant who is removed under the terms of this paragraph, nor shall EH be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by the passenger. EH shall be entitled to recover from the participant any costs or expenses incurred by EH or its representatives in the removal of the participant or the exercise or enforcement of this clause.

**DAMAGE TO ACCOMMODATION/PROPERTY:** If a tour participant(s) causes any damage to their accommodation or any property, they must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of their stay if the cost has been established by then, or as soon as it has been established if later. Tour participant(s) indemnify EH for the full amount of any claim (including legal costs) made against EH. Criminal proceedings may be instigated. EH is not responsible for any costs incurred concerning a participant removed from a travel program or aircraft, ship, or train. Guests agree not to hold EH or any of its related entities liable for any actions taken under these terms and conditions.

**MOTORCOACHES:** For the enjoyment of all passengers, you must adhere to the rules of the Tour Director. Alcohol consumption is not allowed on board motorcoaches. Many local laws require the use of seatbelts while traveling. When seatbelts are provided, you are responsible for wearing your seatbelt. EH is not liable, nor are our service providers, for any injury, loss, damages, claims, or death resulting from any accident or incident if you were not wearing your seatbelt at the time of the accident or incident when the motorcoach is equipped with them.

**DIETARY REQUESTS**: Persons with dietary preferences and special requests relating to meals served during your cruise and tour must notify EH at least 45 days prior to the beginning of the tour. While we will endeavor to accommodate requests, these cannot be guaranteed and are subject to availability and the ability to fill those requests by the respective dining rooms and kitchens of the ship, restaurants, and attractions to be visited. NOTE: There may be additional charges associated with special dietary requests which are payable by the participant at time of service.

**MEDICAL:** If medical services are required, efforts to contact local medical providers will be made. A participant requiring such assistance is solely responsible for all related charges. We will not be responsible or liable for sufficiency of our efforts to reach medical providers, unavailability, delay, quality, or other aspect of any such services. EH is not responsible for such risks and dangers that may arise beyond its control. Payment of your deposit indicates you accept these risks and dangers and agree to hold EH harmless for them. For your benefit, we strongly recommend that you purchase travel protection to protect against trip cancellation and interruption, emergency evacuation, accidental death or injury, illness, and medical expenses sustained or incurred in connection with your planned travel program.

**PERSONAL RESPONSIBILITY**: Any costs incurred for medical assessments, diagnosis, and/or any other medically related charges are your responsibility to pay and are due at time of services. You will be allowed to rejoin the trip with confirmed medical certification from a licensed health practitioner indicating fitness to travel without causing harm or posing a safety or health risk to other guests.

**IMMUNIZATIONS & MEDICAL PREPERATION:** Please check with your doctor and local consulates for any applicable vaccination requirements based on your itinerary destinations and past travel history. Vaccination requirements rest with the traveler. Be sure to bring a sufficient supply of any medication you may require during your trip, as you will have limited access to pharmacies. It is recommended that all travel participants consult with their medical practitioner and/or local health department before departing the USA. Additional information is also available on the Center or Disease Control and Prevention website at www.cdc.gov.

**FREQUENT FLYER & HOTEL REWARDS PROGRAMS:** Frequent Flyer mileage and hotel rewards/points is at the discretion of the service providers and is not always granted for services purchased through EH. You will need to contact the airline(s) and/or the hotel for information for applicable point and/or reward mile accrual. EH cannot assist with this process.

**WARRANTY DISCLAIMER:** Travel is personal, and each individual's goals and experiences may differ. No guarantees or warranties expressed or implied are made that the travel program will meet all the participants expectation. EH is not responsible and will not

be bound by, or liable for, any description, photograph, representation, or warranty made by third party representatives, travel agents, unaffiliated websites, or any other party relating to any travel programs offered by EH.

**PHOTOGRAPHS / MAPS:** Photographs or maps appearing in EH brochures, flyers or the website should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to the itinerary. Maps shown on the vacation pages are current at the time of issuance and may not reflect the actual routing should the itinerary change. Pictures and descriptions of locations, facilities, and activities do not constitute an implied or express warranty.

**PHOTOGRAPHY AND VIDEO ON TOUR**: Occasionally, EH will use photographs and/or video taken by fellow guests on tour for print, internet, and other promotional purposes. If you prefer that your image not be used in any marketing activities, please notify your EH Tour Director.

**LINKS TO SITES OF OTHER PARTIES:** The Content contained on the www.toursandwine.com web site may include links to other web sites. The other sites may not be under the control of EH and EH is not responsible for the information or content contained on any web site not owned by EH, and EH has included the links as a convenience to you. EH does not endorse, sponsor, or approve any other site, or product or service offered by any other site, for which it has provided a link.

**CALIFORNIA SELLER OF TRAVEL LAW:** EH is registered with the California Attorney General, California Seller of Travel Program as American Expanding Horizons dba Expanding Horizons, registration number CST: 2031884-40. Registration as a seller of travel does not constitute approval by the State of California.

Your registration with EH is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than $50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed $15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a $35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: www.tcrcinfo.org. For passengers purchasing from outside of California this transaction is not covered by the California Travel Consumer Restitution Fund.

**LIMITATION OF LIABILITY:** REGARDLESS OF ANY OTHER PROVISIONS IN THIS CONFIRMATION, IN OUR BROCHURES OR ON OUR WEBSITES, OUR LIABILITY FOR BREACH, DAMAGE, LOSS, PERSONAL INJURY, DEATH, AND/OR LOSS OF OR DAMAGE TO PROPERTY, OR OTHER LOSS, INJURY OR DAMAGE, ALSO INCLUDING, BUT NOT LIMITED TO, ECONOMIC DAMAGES, EMOTIONAL DISTRESS, MENTAL SUFFERING AND/OR PHYSICAL OR PSYCHOLOGIC INJURY, WHETHER OCCURRING BEFORE THE START OF TRAVEL, AFTER TRAVEL HAS BEGUN, AFTER COMPLETION OF THE TRAVEL, OR MULTIPLE TIME PERIODS, AND REGARDLESS OF WHETHER DUE TO ACCIDENTAL OR WILLFUL OR INTENTIONAL ACT OR OMISSION OF ANY PERSON OR ENTITY, OR OTHER CAUSE SHALL NOT EXCEED THE AMOUNT PAID TO US FOR THE TRAVEL. THE PARTIES HEREBY WAIVE ANY RIGHT TO CLAIM PUNITIVE OR EXEMPLARY DAMAGES. THIS LIMITATION OF LIABILITY IS BINDING TO TOUR PARTICIPANTS, TRAVELERS, THERE REPRESENTATIVES, HEIRS, AND ASSIGNS.

**AGREEMENT; FORUM AND JURISDICTION FOR LEGAL ACTION:** Your payment of a deposit and/or our issuance of final documents shall be deemed consent by participant to these terms and conditions. These terms are deemed to be made, accepted, and entered into in Orange County, California. These terms and the rights and obligations of the parties, and any legal or equitable action concerning the interpretation, enforcement, or claimed breach of any term, obligation, or duty as contained or related to these provisions or arising from these terms and conditions, shall be interpreted, construed and governed by the laws of California, and any such claims including arbitration, shall be litigated, if at all, before a court of competent jurisdiction located in the County of Orange, California, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You agree to consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

**TIME LIMIT FOR NOTICE OF CLAIMS AND FILING LEGAL ACTION:** The parties agree that any notice of claim against us of any nature whatsoever which is connected to, related to, or arising from these terms and conditions must be received by us in writing within thirty (30) days after the date of completion of the cruise or cruise and land package. No lawsuit may be maintained against us unless the lawsuit is commenced no later than six (6) months after the date of completion of the cruise or cruise and land package, and valid service of the lawsuit on us is made within thirty (30) days after commencement of the lawsuit.

**SEVERABILITY:** In the event that any clause in this agreement is determined to be invalid, the remaining provisions are valid and enforceable. The invalid provision shall be replaced by EH by a clause as similar as practicable.

**ERRORS AND OMISSIONS:** While every effort is made to ensure the accuracy of information in our brochures, on flyers, or our website or communicated by our reservation staff, errors or omissions are possible and EH is not responsible for such error.

**ASSUMPTION OF RISKS AND RELEASE:** You acknowledge that travel carries certain risks, including risks which may not be foreseeable, and that you are responsible for your own travel decisions, health, and safety. EH makes no representation or warranty regarding your health or safety during or as a result of your trip. EH IS NOT RESPONSIBLE FOR YOUR HEALTH AND SAFETY.

From time to time, as a courtesy, EH may provide notice of Travel Advisories issued by the U.S. State Department. By agreeing to these Terms and Conditions, you expressly acknowledge and agree that (1) EH is not obligated to provide such notices, and (2) no duty shall be deemed to have been created by such a course of conduct, such a course of dealing, or, otherwise, by EH's provision of notices of Travel Advisories to you or other EH clients, or any other person. You remain responsible for your own health and safety, and for remaining informed about the travel conditions in the particular countries and regions in which you choose to travel.

Moreover, by agreeing to these Terms and Conditions, you acknowledge and agree that EH is not responsible for, and neither endorses nor opposes and information provided on others' websites, including (but not limited to) the websites maintained by the U.S. State Department and Centers for Disease Control. EH will not, under any circumstances, be responsible or liable for the information provided on such websites or your reliance on such information. Although you are encouraged to review the information on the U.S. State Department's and Centers for Disease Control's respective websites, you are solely responsible for reviewing and evaluating the information provided through those (and other) third-party websites.

**DISCLAIMER OF RESPONSIBILITY:** EH makes arrangements with supplier of services (including but not limited to airlines, hotel, ground transportation companies, cruise lines, restaurants, and other services,) which together form the travel services you have purchased. All such persons or entities are independent contractors and EH has no ownership and exercises no Direct Control. Accordingly, EH DISCLAIM RESPONSIBILITY AND LIABILITY FOR, AND PARTICIPANT WAIVES, RELEASES AND ACKNOWLEDGES THAT THERE SHALL NOT BE ANY CLAIM OR RECOURSE AGAINST EH FOR OR AS A CONSEQUENCE OF: BREACH OF DUTY, BREACH OF CONTRACT, NEGLIGENT OR WILLFUL OR INTENTIONAL ACT, FAILURE TO ACT OR OMISSION BY ANY SUPPLIER. All services and accommodation are subject to the laws of the country in which they are provided. EH reserves the right to make changes in the published itinerary whenever, in their sole judgment, conditions warrant, or if EH deems it necessary for the comfort, convenience, or safety of the tour. EH reserves the right to withdraw from any tour announced. By booking with EH and/or using the EH online booking site, PARTICIPANT AGREES that EH shall not be liable for any damage, loss (including but not limited to personal injury, death, loss of damage to property, any claim for inconvenience, loss of enjoyment, mental distress or other similar claims, any delayed departure, missed connection, substitute accommodation, termination of service, downgrading of services or change in fares or rates, overbooking, flight cancellations, lost or misconnected baggage, or any claim arising of the air transportation portion of any travel program) or expense occasioned by, but not limited to, any acts or omission of any supplier providing services, of God or Force Majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, food poisoning, bites or attacks by animals, insects or pests; sickness; the lack of appropriate medical care or omission of any supplier providing services or any provider of a travel protection plan, or insurer, or of any other person.

If you make your own air reservations, EH is not responsible and shall provide no refund if your flight schedule changes so that you are not able to enjoy the entirety of your tour.

The EH name and logo may appear on posted or hand-held signs at the airport of your departure or destination, in vans, buses, coaches, hotels or elsewhere during your trip. This use of the EH name and logo is solely intended to help you identify persons or entities who might provide services to you during your trip, but does not indicate, and should not be understood by you to indicate that EH owns, controls, or operates any entity displaying such a sign, or that EH employs or controls any person holding or displaying such a sign.

EH is not responsible for, and will not be bound by, representations made by third party representatives, travel agents, unaffiliated websites, or any other party.

This release is binding on all members of your traveling party, as well as your Estate and heirs and this provision shall be enforceable even after your trip has ended.

**CONSUMER DISCLOSURE NOTICE:** Please read the Terms & Conditions carefully, as payment of deposit constitutes consent by you and all members of your travelling party to all conditions and general information contained on the EH web site. Terms & Conditions are accurate and are subject to change without notice prior to booking. All amended terms and conditions shall automatically be effective upon being posted by EH to the Website. You are advised to check on the websites for the latest version of the Terms & Conditions prior to booking your reservation.