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Travel Gallery Inc. - General Terms & Conditions for Tour Programs

This tour is under the management of Travel Gallery Inc., also doing business as Cruising Holidays & Tours, Great Western Tours, Panda North America, and Taking Music Everywhere.

California Seller of Travel #1019830-40

Special Conditions

- **Official Photo ID Required:** Real ID Driver's License, DMV Identification Card, or Passport.
- **International Travel:** Passports must have a validity of at least **6 months beyond the intended return date.**
- Final document packets are provided approximately **3 weeks prior to departure.**
- Passengers are responsible for ensuring they have the proper travel documents, entry visas and government-issued identification.

Responsibility: Travel Gallery, Inc. hereinafter called the "Agent," acts only as an agent for the passenger in coordinating tour services with other companies including transportation, sightseeing, accommodations, and tickets. The carriers (air, cruise, watercraft, motor coach or shuttle van), hotels, and other suppliers providing tour services are not agents, employees, or joint ventures with the Agent. Therefore; **the Agent assumes no liability for any bag damage, property loss, personal injury, expense or death occasioned by any act, omission or default of any carrier, hotel, or tour supplier regardless of whether named above, providing tour services or of acts of God, strikes or any event beyond the control of the Agent.** All travel documents for tour services issued by the Agent are subject to the terms and conditions specified by the supplier and to the laws of the countries in which the services are supplied. The Agent reserves the right to accept or reject any person as a tour participant, to make changes to the itinerary whenever the Agent deems it necessary to the comfort, convenience or safety of the tour participants, and to cancel a tour at any time. **The tour participant, by submission of payment, agrees to the foregoing terms and conditions in their entirety.**

Airlines - general conditions

- **Schedules and Flights:** Airline schedules and flights are subject to change without notice. The Agent or their suppliers are not responsible for penalties incurred for tickets not issued by the Agent or their suppliers due to schedule and/or flight changes.
- **Airfare Taxes and Surcharges:** Taxes and fuel surcharges are not guaranteed on group or individual fares until ticketed.
- **Group Airfare:** A minimum of 10 people is required for group airfare rates and terms to apply. If the group size is between 10 and 15 passengers, advance payment for airfare may be requested to secure the group rate. Group airfare is non-refundable and subject to additional conditions.
- **Seat Assignments:** Assignments for group fares are made in blocks as determined by the airline. Passengers requiring special assistance must notify the Agent at the time of deposit.
- **Luggage:** Airlines may charge baggage fees, including for checked luggage. Overweight or oversized luggage may incur additional charges payable by the traveler.

- **DO NOT MAKE AIR ARRANGEMENTS UNTIL THE TOUR HAS REACHED THE OPERATING MINIMUM.**

AIRLINE FREQUENT FLIER MILEAGE: Sometimes the airline fares (standard and group) allow for the accrual of frequent flier mileage programs directly with the carrier flown or on a participating carrier. Travel Gallery, Inc. will inform the group leaders if the fare allows for such mileage accrual. It is then the responsibility of the individual traveler to follow program rules for earning mileage and tracking accrual. We suggest the individual traveler contact the carrier once tickets are issued to add the frequent flier number, saving all boarding passes and passenger receipts. If documentation is requested after travel for lost passenger receipts Travel Gallery, Inc will charge a processing fee.

HEALTH REQUIREMENTS: Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy or mental illness should not participate in rigorous travel programs.

HOTEL ACCOMMODATIONS: Students typically are roomed in quad (4 per room) accommodations. Adults (including faculty, staff or group leaders) typically are roomed in a twin basis. Additional charges may apply for adults, students or children requesting other room categories such as single, twin, or triple rooms.

INFORMATION AND DEADLINES: The processing of information for a large group takes considerable time. One of the biggest challenges is the submission of details late. Key dates have been laid out for submission of reports to suppliers and government agencies. Late fees will apply.

INCLUDED: The program includes items described on the flyer for services, accommodations (twin sharing), meals and touring and are subject to change until final payment. All services are subject to local conditions.

NOT INCLUDED: Items of personal nature such as laundry, mineral water, beverages and food other than the table d'hote menu. Additional expense for delay in travel such as hotel, meals and local transportation are the responsibility of the individual participant. While expense may be paid on the spot by the tour director, the expense would then be billed to the tour participant. Travel Insurance is strongly recommended as it provides coverage (subject to carrier rules) for such expenses.

TRAVELERS WITH DISABILITIES OR UNDER DOCTOR'S CARE: Tour participants requiring any form of assistance are required to notify Agent in writing at the time of making their initial tour reservation, and must be accompanied by an individual who is responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, or ship personnel are not able to provide such assistance. Due to space limitations, wheelchairs and walkers cannot be taken aboard motor coaches. Travelers who at the time of deposit or prior to departure need walkers or wheelchairs MUST inform Agent in advance to determine accessibility or likelihood of practicable use of such devices on the tour booked. The Agent is not able to accommodate any such devices without advance notice. Tour participants currently under a doctor's care may be required to furnish a letter stating fitness to travel. Agent will not be held liable for any pre-existing condition that affects a passenger's comfort, enjoyment or completion of any tour under its operation. In the best interest of the group, Agent reserves the right to determine the fitness of participants for this trip. Individuals, who sustain an injury or limitation while on tour, may be

excluded from any tour activity by the Agent's escort leader if he or she deems it necessary for the effectiveness of the overall tour or safety of the individual or group.

TRANSFER CONDITIONS

Arrival Transfers:

- Arrival transfers (if included in the trip or tour description) include a maximum wait time of **one hour** from the scheduled arrival time.
- Additional wait time, if available, will incur extra charges.
- In many cases, wait times cannot be extended beyond one hour. In such cases, a new transfer will need to be arranged, and the cost will be passed on to the traveler.
- **No refunds** will be provided for missed transfers.

Departure Transfers:

- Departure transfers (if included in the trip or tour description) can often be amended up to **24 hours prior to departure**.
- Changes made within 24 hours of departure may result in additional or change fees.
- If changes to conveyance schedules (e.g., flight, train, ferry, or boat departures) impact a shared transfer with others, a new transfer may need to be booked to accommodate your revised schedule. The cost of this new transfer will be passed on to the traveler.

ASSUMPTION OF RISK: I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Travel Gallery Inc, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Travel Gallery Inc and agree to hold harmless and release Travel Gallery Inc from claims of third party negligence.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Travel Gallery Inc or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

BINDING ARBITRATION: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law and will take place in Pasadena, CA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of

this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

RELEASE FROM LIABILITY: Travel Gallery Inc its shareholders, directors, officers, employees and affiliates, (collectively "Travel Gallery Inc") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. Independent contractors may utilize the Travel Gallery Inc logo on signage or uniforms solely for identification purposes which does not signify Travel Gallery Inc ownership, management or control. As a result, Travel Gallery Inc is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Travel Gallery Inc is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, diseases and dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Travel Gallery Inc. In addition, I release Travel Gallery Inc from its own negligence and assume all risk thereof.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents and certify that I am 18 years of age or older. If the travelers under the age of 18, then the adult making payment for that traveler assume the responsibility for this agreement in its entirety. Travel Gallery Inc. must assume that any parent/guardian for student or youth travelers in consenting to the trip with any school or group program knows that that such travel programs would have terms and conditions and that the parent/guardian should have sought them out even if they were not specifically provided by the school, group or student/youth traveler. The traveler, parent/guardian, is aware that this is a release of liability and a contract between myself and Travel Gallery Inc and agree of my own free will. By making a deposit for this trip, tour or arrangements, I agree to these Travel Terms & Conditions and Travel Gallery Inc's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

PHOTOGRAPHIC RELEASE: Travel Gallery Inc may take photographs or video of its trips and trip participants grant Travel Gallery Inc permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

VOLUNTARY PARTICIPATION: I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of

the trip as it appears in the current Travel Gallery Inc catalog and supplements or brochures or website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

INSURANCE: Cancellation Insurance is NOT Included in the Tour Price, considering the above, we very **STRONGLY** recommend purchasing insurance to cover trip cancellation/ interruption for medical reasons. Agent offers travel insurance when tour deposit is received. If for any reason you are not offered travel insurance be advised here that travel insurance must be taken out within 14 days of your deposit in order for you to be covered for any pre-existing medical conditions. Otherwise, you may apply for the insurance any time prior to departure per the rules of the insurance carrier. **Quotation for insurance does not constitute a purchase. Individual and group travelers should not presume travel insurance is binding or issued until we have received returned proof of a processed payment and policy number.**

VALIDITY OF PRICING:

All prices are subject to change without notice until 30 days prior to the tour departure date. Price adjustments may occur due to currency fluctuations, changes in group size, or other factors affecting the original itinerary or pricing. Government fees, taxes, and fuel surcharges of any kind are not guaranteed until tickets are issued and/or paid.

All prices reflect a discount for cash, check, or ACH payments. Fees apply to credit or debit card transactions processed through the Agent's booking portal or Travel Gallery Inc.'s merchant account. All credit and debit card fees are non-refundable.

CANCELLATION AND REFUNDS:

Reservations are not transferable except with the written consent of Travel Gallery. No refunds will be issued for any portion of the tour that is missed or voluntarily unused once the tour is in progress.

If a tour does not meet the required minimum number of participants, the Agent will cancel the program and return all payments received. In such cases, the cost of travel protection purchased through the Agent's booking portal will be refunded according to the conditions in effect at the time of cancellation. Refunds for the tour and/or travel protection will not include credit or debit card processing fees, as these fees are collected by third-party processors and remain outside the Agent's control.

Cancellations must be submitted in writing via USPS or email. The applicable cancellation penalty will equal the deposit and payments made at the time of cancellation, in accordance with the due dates established in the booking portal. Cancellation dates and penalties are embedded in each tour's schedule within the booking portal. As a standard practice, all payments become non-refundable once collected on their respective due dates.

In cases where funds are received in advance of due dates and are refundable, such refunds will not include credit or debit card processing fees.

Amounts collected and considered non-refundable according to the booking portal's due dates will not be adjusted based on supplier agreements or arrangements (including air, cruise, rail, river, ground services, tour guides, operators, etc.). Whether payments or services are non-refundable or remitted to suppliers at the time of the traveler's payment does not waive or reduce the cancellation penalty. The cancellation dates and amounts set in the booking portal are final.

PAYMENTS: The specific amounts for deposits, interim payments, and final payments are established for each tour in the booking portal. If air, cruise, or rail travel is included in the itinerary, the terms and conditions of those suppliers—many of which are non-refundable at the time of payment or purchase—will apply once arrangements are made on behalf of the traveler. Government fees, taxes, and fuel surcharges of any kind are not guaranteed until tickets are issued. It is the traveler's responsibility to inquire about the terms and conditions applicable to all travel purchases and payments.

All published prices reflect a discount for cash, check, or ACH payments. Fees apply to credit or debit card transactions processed through the Agent's booking portal or through Travel Gallery Inc.'s merchant account. All credit and debit card fees are non-refundable.

CALIFORNIA SELLER OF TRAVEL ACT REQUIRES WE INCLUDE THE FOLLOWING: This transaction 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. (Seller of travel number: 1019830-40).

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler. California law requires that certain sellers of travel to have a trust account or bond. This business willingly has a trust account for the benefit of its clients.

For non-California residents: This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of Travel Gallery Inc. is in default.

USE OF WEB SITE: www.TravelGallery.com

Agreement between Customer and Travel Gallery: www.TravelGallery.com is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices

contained herein. Your use of www.TravelGallery.com constitutes your agreement to all such terms, conditions, and notices.

Liability Disclaimer: The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. Travel Gallery Inc may make improvements or changes on this web site at any time. In no event shall Travel Gallery Inc. be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this web site, or for any information, products, and services obtained through this web site, or otherwise arising out of the use of this web site.

The following conditions apply to Group programs where travel and tour services are arranged for pre-organized groups such as student, church or incentive were there is a teacher, director or administrator who is responsible for the organization of the entire group. These are not applicable to individual traveler programs.

GROUP DOCUMENTATION DEADLINES:

There are key dates (outline below - which may be specifically amended based on destination and group) for information such as, but not limited to, full names (as they appear on passports), passport information and visa applications, instrument lists with serial numbers (including weight and dimensions), and rooming list requirements. Penalties may be incurred from vendors for late submission of critical data about the group. These expenses will be passed on to the group plus a service charge of \$100 per hour for staff to process late submissions.

GROUP CRITICAL SUBMISSION DEADLINES (if any of these dates are not met certain aspects of the trip could be in jeopardy of cancellation, i.e. insurance): (payments schedule is outline separately)

- At the time of Deposit - List of all participants with full name, date of birth and gender. If insurance is being purchased this list should include home address, phone #, email and emergency contact (name and phone).
- Quotation of a cost for insurance does not constitute a purchase. Travelers (individual or group) should not presume travel insurance is binding or issued until we have returned proof of a processed payment and policy number.
- 120 Days Prior to Departure for International Trips: List of all participants with First, Middle & Last Name as it appears on their passport, Passport Number, Passport Expiration Date, Gender, Nationality, Date of Birth, Address, Cell #, Email and Emergency Contact Information.
- 90 Days Prior to Departure: List of roommates, gender, type of room
- 60 Days Prior to Departure: List of all instruments with dimensions & weight and serial numbers
- All payments not arriving on the specified due date, may incur penalties or cancellation of the trip.

END