

## ADVENTURES BY DISNEY TRAVEL SERVICES, INC. TERMS AND CONDITIONS

**PRICING DETAILS:** All prices are per person in U.S. dollars. Regular Rates vary for each itinerary based primarily on when you book, when you travel and room configuration. Once your deposit is received by Adventures by Disney Travel Services, Inc. ("we", "our" or "us"), your land package price, which will be confirmed or advised at the time you book, is guaranteed for your party as originally booked, except where price increases may result from increases in government taxes or fees. Guests added to your party after initial booking will be priced at the then-prevailing rate. All prices are subject to change without notice. A single supplement applies; please call a Vacationista for details. Room configurations are subject to availability; please see "Note on Accommodations" in the corresponding description of each land package for rooming configurations. Child rates apply to Guests under age 12 at the time of travel. All Guests under age 18 at the time of travel must be accompanied by a parent or legal guardian in the same room.

**PAYMENT REQUIREMENTS:** Payment(s) must be in U.S. dollars and received in our office on the date(s) set forth in the Guest Confirmation or vacation packages will be deemed cancelled by you. We accept all major credit cards, Disney Gift Cards, the Disney Rewards Card and checks. If you pay by check, please: (i) write your reservation number and vacation commencement date on the face of the check; (ii) ensure that the check has a pre-printed name, address and account number; (iii) do not post-date your check (we will reject it); (iv) ensure that we receive your check by the date set forth in your Confirmation; and (v) make check payable to, and mail to, Adventures by Disney Travel Services, Inc., Attn: Travel Account Operations, P.O. Box 10155 Lake Buena Vista, FL 32830 or courier to Adventures by Disney Travel Services, Inc., Attn: Travel Account Operations, 210 Celebration Place, Celebration, FL 34747. Do not send cash.

**NAME CHANGES, GUEST CANCELLATIONS, REFUNDS:** Reservations and package components are non-transferable. We will make a reasonable effort to accommodate changes to Guest names prior to departure provided that at least one member of the originally-booked party travels; however, we reserve the right to pass on to you any third party costs (such as from airlines or Suppliers (as defined herein)) we incur in so doing. You may cancel by telephone or in writing. The time of cancellation will be the date upon which we receive notice from you. **If you fail to execute and return the Adventure Travel Agreement (see below) to us no later than 14 calendar days after booking, it will be deemed a cancellation by you.** If you make changes to the vacation commencement date or chosen vacation, it will be deemed a cancellation by you. If you cancel, amounts paid, minus cancellation fees and nonrefundable amounts, will be promptly refunded. Unless stated otherwise in your Guest Confirmation, the following cancellation policy shall apply: regardless of when you book, your US\$300 deposit is refundable for 14 calendar days after original booking, notwithstanding the following cancellation fees, calculated in calendar days prior to vacation start date and irrespective of resale by us: 90 days or more: US\$300 per person; 60-89 days: 25% of the land package price; 30-59 days: 50% of the land package price; 0-29 days: 100% of the land package price. No refunds will be made in the event of interruption or cancellation by you after the vacation start date. All appropriate refunds will be made in U.S. dollars directly to your credit card, via check or through your travel agent (if applicable). We will not be responsible for the receipt of refund monies by you from your travel agent, some of whom may withhold an agency cancellation fee. The cancellation terms above apply only to the land package price and exclude, among other things, cancellation charges from air carriers. Please see Vacation Protection Plan and Adventure Travel Agreement, below.

**AIRLINE/TRANSFER SERVICE:** We accept only domestic U.S. flight and transfer reservations. Our airfares and transfers must be purchased in conjunction with a land package. Airlines and/or the transfer provider may impose change or cancellation charges in addition to those set forth above. In purchasing, selling or arranging your airfare or transfer, we are acting as your agent only and have no liability or responsibility for the performance of services by the airlines or transfer provider including, but not limited to, accident, death, personal injury, property damage or flight/transfer cancellation or delay. Your airline ticket and associated terms and conditions constitute the entire agreement between you and the airline (and not us), even if purchased through us. Additional transfer service terms and conditions may apply between you and the transfer service provider (and not us).

**ELIGIBILITY:** Our brochure and website establish minimum eligibility ages for each itinerary, as well as recommended minimum ages, which are based on several factors; however, some activities within a vacation may have weight/height restrictions and/or different minimum ages than our overall minimum eligibility age or recommended minimum age. Please contact us for details. All children under age 18 must be accompanied by a parent or legal guardian in the same room. By sending us a deposit, you represent and certify that you and all members of your traveling party: (i) have selected a vacation that is appropriate to your abilities and interests; and (ii) are free from any physical condition or disability that would create a hazard for you, the Adventure Guides or other Guests. Please consult your doctor. We have the right, but not the obligation, to deny participation to any Guest and to remove from any vacation, at the Guest's sole expense, any Guest whose condition is such that he or she could create a hazard to himself or herself, the Adventure Guides or other Guests or otherwise impacts the enjoyment of other Guests.

**CLAIMS/NOTICE/REQUIREMENTS/TIME LIMITS:** No claim for delay, detention, personal injury, illness, emotional distress or death of a Guest, or for loss of or damage to any of your property (collectively, "Damages"), may be brought against us unless you provide written notice of same to us within 6 months after the date of the event upon which such claim is based (within 30 calendar days after the termination of the tour for a claim of property loss or damage) and no legal action may be brought against us for any Damages, unless such legal action is commenced within 1 year from the date of the event upon which such claim is based (within one year after the termination of the tour for a claim of property loss or damage), and legal process relating to such action is served on us within 120 calendar days after filing, notwithstanding any provision of law of any state, territory, possession or country to the contrary. Our liability for loss of or damage to your property is limited to US\$300 per Guest per tour, unless upon the commencement of the tour you declare the true value of the property in writing and pay 5% of the true value declared in excess of US\$300 to us, in which case our liability will be limited to the true value declared not to exceed US\$5,000. All settlements will be made based on actual cash value (replacement cost, less depreciation) up to the stated limits of our liability. Losses due to ordinary wear and tear and acts of God are not reimbursable.

**DOCUMENTATION REQUIRED TO TRAVEL/GUEST RESPONSIBILITIES:** You are solely responsible for obtaining current travel advisories, warnings and requirements (such as visas and passports) by contacting your travel agent, applicable embassies and consulates or referring to the U.S. State Department's website at [www.state.gov](http://www.state.gov) or by calling 1-888-407-4747. Non-U.S. residents please consult your local Travel Agent and refer to destination-specific FAQs at [www.AdventuresByDisney.com](http://www.AdventuresByDisney.com). All Guests must have valid government-issued proof of citizenship to travel, in addition to any other requirements of the country of origin and countries visited. Those without proper documentation may be denied travel. If you did not purchase air travel through us, you are solely responsible for notifying us of flight changes affecting your arrival or we will not be able to meet you at the specified arrival airport.

**VACATION PROTECTION PLAN:** Generally speaking, the Vacation Protection Plan ("Plan") provides insurance coverage for trip cancellation and interruption, baggage protection and delay, travel accidents and delay, and emergency medical and dental services and associated transportation. The Plan may be added to your reservation at the time of booking, or at any time prior to the commencement of your vacation, however, Plan coverage will become effective once your trip and Plan has been paid for in full. Certain pre-existing medical conditions may be covered if you purchase and pay for your trip and the Plan in full within 14 calendar days of making your reservation; however, if you purchase and pay for your trip and the Plan in full more than 14 calendar days after making your reservation, pre-existing medical conditions will not be covered. Conditions and restrictions apply. Please contact a Vacationista for more information. The Plan is non-transferable. Premiums are non-refundable.

**ITINERARY CHANGES AND CANCELLATION BY US:** We will make every reasonable effort to operate the vacations as advertised; however, we reserve the right to curtail or modify the itinerary, or to substitute activities, hotels, meals or transportation as we deem necessary. We further reserve the right to reduce the number of Adventure Guides to one, and to modify other services to accommodate a smaller group, if a minimum number of Guests is not reached. Similarly, we may marginally exceed the

stated group maximum size if necessary to accommodate a family. Please also note that during certain holidays and peak periods, some activities may be disrupted or unavailable. None of these modifications or changes shall affect the land package price. We reserve the right to cancel a trip at any time prior to its commencement for any reason, such as if there are too few Guests, or if the quality of the trip or the safety of the Guests would, in our opinion, be compromised, such as may result from unforeseen circumstances (acts of God) or other circumstances beyond our reasonable control. If we cancel your trip prior to its commencement because there are too few Guests: (i) we will attempt to re-book you on another departure of the same itinerary, subject to availability, and we will bear any reasonable airline re-booking charges; however, if we are unable to rebook you, we will issue a full refund of your land package price and Plan (unless you have filed a claim); and (ii) if you booked airfare through us, we will issue a full refund of your airfare; and (iii) if you did not book airfare through us, we will reimburse you for your reasonable out-of-pocket (subject to proof) airline cancellation charges or, in the case of bookings using frequent flier miles, a reasonable cancellation service fee, provided you have exercised best efforts to mitigate such charges/fees; and (iv) the aforesaid payments and/or rebooking by us shall constitute a full settlement.

**GUESTS NEEDING SPECIAL ASSISTANCE:** Certain itineraries may include activities that present challenges to or are not suitable for Guests with special needs. We strongly recommend that Guests requiring assistance be accompanied by a companion who is capable of, and totally responsible for, providing assistance. Neither we nor our Suppliers may physically lift or assist Guests onto transportation vehicles or otherwise. Please contact a Vacationista to discuss your specific needs.

**SPECIAL REQUESTS:** We will make a reasonable effort to accommodate special requests, such as smoking, adjacent or connecting rooms, bed size and dietary needs; however, we cannot guarantee that these requests will be accommodated.

**ARRIVE EARLY OR STAY LATE:** We recommend that you arrive a day or two prior to the start of your escorted vacation to get acclimated, or stay a day or two after to extend your vacation on your own, all at additional cost to you. Please ask a Vacationista for price, details and availability, which unfortunately we cannot guarantee. On some adventures, airport meet & greet and hotel transfer services are available in connection with these additional days. Our special rates for these additional days are only available if booked through us in conjunction with a land package and cannot be combined with any other offer. Canadian Guests please contact your Travel Agent.

**GUEST FEEDBACK:** While not required, we welcome Guest suggestions, ideas, feedback and comments (collectively "Guest Suggestions"). You hereby grant us and our affiliates the right, but do not impose the obligation, to use, disclose and implement any Guest Suggestions you choose to communicate to us without any liability, compensation or obligation on our part.

**PHOTOGRAPHY:** By participating in an *Adventures by Disney* itinerary, you consent to having your name, face, likeness, voice and/or appearance captured in any photographs and videotapes (or portions thereof) in any format, including, but not limited to, print, digital or film media now existing or hereafter developed, and you further acknowledge and agree that such photographs and videotapes (or portions thereof) may be shared with other participants in the adventure. You also agree that any such photographs and videotapes taken outside of the United States may be transferred to the United States.

**SERVICE PROVIDERS:** The services provided in connection with the itineraries, including, without limitation, transportation, hotel accommodations, restaurants, and other services are purchased from various independent suppliers who are not affiliated with us in any way ("Suppliers"). Although we endeavor to choose high-quality Suppliers, we have no right to control their operations and therefore make these travel arrangements upon the express conditions that we and our own agents, employees and affiliates shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury, death or damage to property occasioned through the conduct or default of any Supplier, each of which is subject to laws of the state or country where the service is provided. As a condition precedent to your participation in the vacation package, we and some of our Suppliers require that you execute and return to us an assumption of the risks and release of liability form (in our case, the Adventure Travel Agreement (see below)).

**ADVENTURE TRAVEL AGREEMENT:** The Adventure Travel Agreement is an assumption of the risks and release of liability form provided to you upon booking that you will be required to sign and return to us no later than 14 calendar days after booking. **Failure to do so will be deemed a cancellation by you.** You have 14 calendar days after booking to cancel and receive a full refund of your deposit (see Name Changes, Guest Cancellations, Refunds) if you choose not to execute the Adventure Travel Agreement. We strongly advise that you not make any non-cancelable commitments within 14 calendar days after booking.

**ENTIRE AGREEMENT:** The Confirmation(s), these Terms and Conditions and those contained in our brochure and on our website, and the pre-departure materials constitute the entire agreement of the parties with respect to the subject *Adventures by Disney* vacation and supersede any and all previous communications between the parties, whether written or oral, with respect to same. This agreement is deemed to be entered into and consummated in the state of Florida and shall be construed in accordance with the laws of the state of Florida. Any legal action relating to this agreement shall be brought and maintained exclusively before the superior court located in Orange County, Florida, USA.

**TRAVEL CONSUMER RESTITUTION CORPORATION: For Persons Located in California:** This business is a participant in the Travel Consumer Restitution Corporation ("TCRC"). If you were located in California at the time of sale, you may request reimbursement from TCRC if you are owed a refund of more than US\$50 for transportation or travel services which was not refunded in a timely manner by us. The maximum amount which may be paid by the TCRC to any one Guest is the total amount paid by or on behalf of the Guest to us, not to exceed US\$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim, plus a processing fee. You must agree to waive your right to other civil remedies against us for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to (415) 927-7698. Registration as a seller of travel does not constitute approval by the state of California. **For Persons Not Located in California:** If you were not located in California at the time of sale, this transaction is not covered by the California TCRC.

**UNITED STATES TOUR OPERATORS ASSOCIATION \$1 MILLION TRAVELERS ASSISTANCE PROGRAM:** *Adventures by Disney*, as an active member of USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance Program, the advance payments of *Adventures by Disney's* customers in the unlikely event of *Adventures by Disney's* bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by *Adventures by Disney* may be sufficient to provide only a partial recovery of the advance payments received by *Adventures by Disney*. More details of the USTOA \$1 Million Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.USTOA.com](http://www.USTOA.com).



These Terms and Conditions are current as of the date of this printing and are subject to change by Adventures by Disney Travel Services, Inc. at any time without notice. Please see [www.adventuresbydisney.com](http://www.adventuresbydisney.com) for current Terms and Conditions.

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