



## **Group Travel - Terms and Conditions**

*Please read carefully*

The purchase/payment of any travel services offered by Executive Travel, Inc., constitutes a contractual arrangement between the Traveler ("you") and Executive Travel and represents your acceptance of the Executive Travel Terms & Conditions.

As the lead traveler, you accept and confirm you have authority and consent to accept, these Executive Travel Terms & Conditions for yourself and all members of your traveling party.

Terms & Conditions are subject to change prior to booking. They can also change prior to your departure time. It is your responsibility to check our website or request the latest version of the Terms & Conditions from your Group Department Travel Agent or Executive Travel.

### **AVAILABILITY OF A TOUR**

All tours are based on a limited number of seats and reservations will be accepted on a first-come, first-served basis.

### **HOW TO MAKE YOUR RESERVATION**

To make your reservation, see our Group Department Agent, or for more information, visit our website at [Executivetravel.com/vacation/escorted-tours/](http://Executivetravel.com/vacation/escorted-tours/) or call Executive Travel at (402) 435-8888.

### **TOUR AGREEMENT**

Payment on any tour indicates you and all members of your traveling party have read and accepted these Terms & Conditions. Your booking is not confirmed until your payment is processed by Executive Travel and you receive a confirmation invoice/statement.

### **TOUR DEPOSIT**

A \$500 non-refundable, non-transferable, per-person, per-tour deposit is required to reserve space for you, with some limited exceptions, as noted below. Air arrangements may require an additional deposit as noted below.

### **EXCEPTIONS TO DEPOSIT**

For tours including special events (i.e., tours including sport events, special performances, etc.) the deposit may vary. Please see your invoice/statement for more information on deposit and/or final payment dates.

### **FINAL PAYMENT**

Final payment for your tour is due 120 days prior to commencement of services, with some limited exceptions. Such would be mentioned on your confirmation invoice/statement. Within the final payment date, payment in full is required at time of booking to reserve space. Reservations (land, cruise, and air) are canceled if final payment is not received by the due date; cancellation penalties apply.

### **INVOICING**

You are responsible for verifying everything on your invoice/statement is accurate and complete, including dates of travel, options selected, and that each traveler name matches the relevant passport or government issued ID used for travel. Executive Travel cannot accept responsibility if we are not notified of inaccuracies within 7 days of sending out the invoice/statement. Changes are subject to the fees and penalties as noted on the invoice/statement. In the case of billing errors, Executive Travel reserves the right to re-invoice you with correct pricing.

### **FORM OF PAYMENT**

Executive Travel accepts checks, money orders, Visa, MasterCard, Discover, and American Express. Payments with credit cards will access a 3.5% processing fee.

### **TOUR ITINERARIES**

All tour itineraries are subject to change taking into consideration specific circumstances in the destination out of Executive Travel's control.

### **BOOKING CANCELLATIONS & CANCELLATION FEES**

Cancellations for all or any part of the tour will not be effective until received in writing in the offices of Executive Travel.

If a booking cancellation is received by Executive Travel prior to the final payment date of your tour, your non-refundable deposit, our professional fees, and travel insurance payments will be retained. In addition, any applicable airline cancellation fees will be assessed.



If a booking cancellation is received by Executive Travel after final payment has been processed, all funds paid to Executive Travel will be retained.

Our cancellation fees are strictly enforced.

Revision Fees: A fee of \$150 per transaction will be charged for any alteration or revision made to a reservation. Airline penalties may also apply. A change of traveler name, tour date, or itinerary within final payment will be treated as a cancellation and new reservation; standard cancellation fees apply.

#### **GRATUITIES**

Gratuities for your tour director, local hosts, local guides, driver, and ship's crew are not included in the vacation price (unless otherwise noted in pricing details) and are discretionary.

#### **AIR ARRANGEMENTS**

Airfare may be purchased through Executive Travel for travel originating from the United States. All carriers are independent operators and are not owned, managed, or operated by Executive Travel. Your airline ticket is a contract between you and the air carrier only, even if you purchase through Executive Travel. By purchasing your air services through Executive Travel, you waive all liability for Executive Travel for such air services.

Executive Travel is not responsible if an airline cancels, reschedules, or delays a flight for any reason. If you purchased air through Executive Travel, we will try to assist in making new arrangements, provided you have not already checked in with your airline for your first flight segment. After check-in, you must work with the airline directly to reach your destination or to make any alternate arrangements, including amendments to return services. Airline fees often apply for modifications to air schedules not related to airline-imposed flight cancellations, reschedules, or delays. These fees will be payable to the airline directly at the time of the request. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by Executive Travel for portions of trips missed due to canceled, rescheduled, or delayed flights after airport check-in, nor is Executive Travel responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection. For air purchased through Executive Travel, if any air schedule requires an overnight stay in a gateway city, Executive Travel can assist you with hotel reservations; however, the cost of the overnight stay (including, but not limited to, hotel and meals) is your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.

If you make your own flight arrangements, Executive Travel will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes.

Airfares quoted by Executive Travel are not guaranteed until tickets are purchased and until ticketed. Prices are subject to additional airline fuel surcharges, taxes and fees.

#### **ITEMS NOT INCLUDED IN THE TOUR**

Airfares to tour origination city, taxes; passport fees; visas and fees for obtaining visas; personal expenses such as laundry and telephone calls; accident/sickness, trip cancellation and baggage insurance; travel agency service fees, optional sightseeing excursions; excess baggage charges on aircraft; local departure air taxes; airfare and associated local taxes, airline fuel surcharges, airport facility taxes and federal inspection fees and meals not listed in the "Included Features" section of your tour program; transfers and baggage handling to/from airport/hotel on day(s) of arrival or departure. If you are arriving earlier or later than the scheduled group, transfers; meals, lodging, and alcoholic beverages are likewise not included, and all other services not specifically mentioned in the "Included Features" section of your tour program.

#### **AUTHORITY TO REMOVE OR REFUSE PASSENGERS**

In the sole discretion of Executive Travel, Executive Travel may refuse transport to any passenger or may require any passenger to leave the tour if it is reasonably believed that the passenger (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 Executive Travel 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 Executive Travel's rules and procedures or the instructions of Executive Travel or its representatives. In the event a passenger is removed, such passenger may be left in any city without any liability to Executive Travel or its representatives. Executive Travel shall not be required to refund any portion of the price paid by any passenger who is removed under the terms of this paragraph, nor shall Executive Travel be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by the passenger. Executive Travel shall be entitled to recover from the passenger any costs or expenses incurred by Executive Travel or its representatives in the removal of the passenger or the exercise or enforcement of this clause.

### **BAGGAGE ALLOWANCE & LIABILITY**

Porterage at hotels for one suitcase per person is included in the tour price (where available) and if listed under the "Included Features" in the tour program. Airport/train station porterage is not included unless otherwise specified in your travel documents. Be prepared to carry your own suitcase on and off airplanes and trains and through airports and train stations. Regulations within most airports require travelers to handle their own luggage through Immigration & Customs.

Air carrier restrictions may vary from the limitations listed above. Size and weight limitations for carry-on and checked baggage vary from airline to airline and even according to destination. While making an air booking, you will be provided with baggage fee information. After booking an airline ticket, up-to-date information on carrier-specific standard checked baggage allowance (including size and weight limitations), the standard allowance (and fee, if applicable) for carry-on baggage, and the standard fee for the first and second checked bag, along with the information about additional discounts that may apply depending on flyer-specific factors (e.g., frequent flyer status, military, the credit card used for the purchase, or early purchase over the Internet, etc.), can be found on the carrier's website.

Executive Travel is not responsible for additional fees imposed by air carriers for baggage, and these fees are not included in the air-inclusive tour price. You will be required to pay these fees directly to the airline at check-in. No responsibility is accepted by Executive Travel for loss of or damage to baggage or any of the traveler's belongings throughout the duration of the tour. Travelers are strongly encouraged to not bring valuables such as jewelry and large amounts of cash. Any such valuables should not be left in baggage out of the control of the traveler.

Carry-on bags should not exceed the dimensions of 12" x 11" x 6". For safety reasons, wheeled carry-on bags are not suitable as hand luggage on motor coaches and mini-buses. Carry-on bags must be small enough to store in overhead bins or under the seat in front of you on motor coaches and other transportation.

### **DATA PROTECTION**

Some government agencies in foreign countries require Executive Travel to collect and pass on in advance of travel certain personal and other details related to you, including, but not limited to, government-issued identification and passport details. If you fail to supply the details fully and accurately, as requested, your trip may be interrupted or canceled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.

We will use your personal data secured during your booking or during online check-in to process your booking with our suppliers. These details include your full name, address, date of birth, passport number / government-issued ID information, and expiration date, occupation, credit/debit card information, and any disability, medical conditions, or dietary restrictions disclosed to Executive Travel for you and all in your traveling party.

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 our suppliers as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obliged to by law. By making a booking with Executive Travel, you agree to Executive Travel storing, using, and passing on this data to other third parties for reasons stated above and hold Executive Travel not liable for the usage and protection of that data.

### **EMERGENCY CONTACT DETAILS**

All passengers must provide emergency contact details and passport / government-issued ID information (when required) prior to travel. This includes a "Local" contact so that Executive Travel can get in touch with friends or family in the rare case of an emergency as well as an "On Tour" contact, i.e. mobile phone number or email address, for use by the Tour or Cruise Director.

### **FORCE MAJEURE & SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY SUPPLIERS**

Executive Travel assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, pandemics or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Executive Travel that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the event that any of these conditions apply, Executive Travel shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.



For financial coverage of a third-party supplier's insolvency, bankruptcy, or financial default, it is the traveler's own responsibility to make sure a chosen insurance plan covers such.

#### **FREQUENT FLYER & HOTEL REWARD PROGRAMS**

Frequent Flyer mileage accrual is at the discretion of the airline(s) and is not always granted for airfare purchased through Executive Travel. You will need to contact the airline(s) directly for information on Frequent Flyer programs and any applicable reward mile accrual. Executive Travel cannot assist with this process. Cancellation penalties, as noted above, will apply to all airfare, regardless of accrual grants. Take this into consideration before purchasing airfare.

Hotel rewards/points cannot be earned or redeemed with hotels used by Executive Travel.

#### **HOLIDAYS & SPECIAL EVENTS**

During local or national holidays or special events, peak seasons, on Sundays, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Executive Travel cannot be held responsible for any closures, necessary itinerary changes, or curtailments for any reason.

Christmas markets generally open in late November and close around the third week of December.

#### **HOTELS, ACCOMMODATIONS & TRANSPORTATION**

The hotels listed on the website or in the brochure are intended to be used; however, hotels are not guaranteed. Executive Travel reserves the right to substitute other hotels than those listed on the itinerary pages. If a change becomes necessary for any reason, or hotel location changes within or outside itinerary cities, the hotel substituted will be of equivalent quality to those shown. No refunds are provided for hotel changes; full cancellation penalties, as noted above, apply.

Executive Travel contracts a mix of twin-bedded and double-bedded rooms. Specific bedroom types may be requested but are never guaranteed. Triple rooms are the same size as twin/double-bedded rooms and are at the discretion of the hotel. Triple rooms will have beds to accommodate three people, but three separate beds cannot be guaranteed. The additional bed, if available, is often a roll-away bed put in for the night, or a convertible sofa bed. If there are only two beds, a roll-away may be requested but cannot be guaranteed. If available, additional charges may apply for a roll-away and are payable by you directly to the hotel. Some hotels do not offer triple rooms. When a triple room is not available, hotels may provide one twin-bedded room and one single room. Single supplements ensure your own room, not necessarily a twin- or double-bedded room. Single rooms in hotels are generally smaller in size and may be less conveniently located. On overnight ferries, single cabins may not be available or are limited and singles may be asked to share. Room and bed preferences are not guaranteed.

Accommodations outside the United States of America may not accommodate wheelchairs or be wheelchair accessible. The Americans with Disabilities Act is not applicable outside the United States of America.

Check-in times vary worldwide; Executive Travel cannot control or guarantee check-in times.

Air-conditioning in hotels is not guaranteed and dependent upon local and national laws and regulations. Though hotels may have air-conditioning as a listed amenity, the usage of air-conditioning is often not available at night or in the off-seasons (October–May). Other restrictions may apply. Executive Travel has no control over air-conditioning restrictions and regulations.

In the rare event included train or air services are unavailable, alternate services will be provided. Itinerary timings are approximate and are subject to change.

#### **MEDICAL & HEALTH**

Executive Travel does not employ medical personnel. Any medical attention you require while traveling with Executive Travel must be sought through a local medical facility, if/when available, for diagnosis. All related charges are at your expense. Executive Travel cannot guarantee the availability of medical facilities or the quality of the care or services.

Executive Travel reserves the right to remove or quarantine any passenger who shows signs of illness, or who poses a threat to the safety and health of other passengers. Removal or quarantine of passengers for any health, safety or behavior-related assessment is at the sole discretion of Executive Travel. Any costs incurred for medical assessments, diagnosis, and/or any other medically-related charges are your responsibility to pay and are due at the time of services. Passengers will be allowed to rejoin Executive Travel with confirmed medical certification from a licensed health practitioner indicating to travel without causing harm or posing a safety threat to other passengers.

#### **Rules and regulations when traveling internationally:**

Certain requirements are in place by individual countries. When registering for one of our international tours, you are reminded that many countries will require the following items from you for entry into their country:

1) A valid passport that does not expire at least 6 months prior to your date of return. A copy must be sent to Executive Travel at least 60 days prior to travel.

- 2) A certificate of COVID-19 vaccination. A copy must be sent to Executive Travel at least 21 days prior to travel.
- 3) A certificate of pre-trip negative COVID-19 testing within 24-72 hours upon arrival into the country of your final destination. We recommend taking a COVID-19 test at a pharmacy the day prior to departure. *Make sure that your passport number is included on the form.*
- 4) A certificate of COVID-19 testing prior to your return flight to allow you back into the U.S. Executive Travel will help provide you with estimated cost and access to this prior to your return flight.
- 5) Airlines, airports, and some countries may require you to wear a mask. We will not require you to wear a mask on the motorcoach or during the tour if the country allows it.

International rules of entry into countries are changing and it appears that the easiest way to make sure you are allowed into a country is to obtain a COVID-19 vaccination prior to your trip. We fully respect those people who do not wish to be vaccinated, however, you do run the risk of paying for a tour and not being able to travel if the country requires vaccination for entry. Your travel insurance and/or Executive Travel does not cover your investment if you are denied access to a country because of vaccination requirements or you are unwilling to travel.

#### **MOTORCOACHES**

Executive Travel follows a mandatory, daily seat rotation on motor coaches. For the enjoyment of all passengers, you must adhere to the rules of the tour director regarding seat rotation. Alcohol consumption is not allowed on board Executive Travel transportation. Many local laws require the use of seatbelts while traveling. When seatbelts are provided, you are responsible for wearing your seatbelt. Executive Travel 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 motor coach is equipped with them. Outlets/charging stations and/or WiFi is not guaranteed on any of the motor coaches included in your tour.

#### **TOUR BROCHURE / MARKETING MATERIAL – PICTURES AND MAPS**

Pictures appearing in the tour brochure/flyer or any marketing material are 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 printing and may not reflect the actual routing should the itinerary change.

#### **PRICE POLICY**

All tour prices are based on rates (reflecting foreign exchange rates) known at the time of publication and expected to be in effect at the time of departure, and do not include airfare, except where noted on specific itineraries. Tour prices are per person, based on double occupancy (two people sharing a room). Single room supplements and triple reductions are listed where applicable. Not all accommodation types are available on all vacations. Prices are subject to change without notice, subject to the guarantees set forth below.

Pricing for air-inclusive tours, including those with intra-tour air, are guaranteed when Executive Travel has received your full land plus air deposits and/or full air payment, as noted above. Executive Travel reserves the right to ticket Flex-Air bookings, and vacations with intra-vacation air, upon receipt of full land and air deposits; thus, any subsequent revisions made at your request are subject to airline-imposed change fees, cancellation fees, and/or changes in airfare price, which are your responsibility to pay. Instant Purchase Air is ticketed upon receipt of full air payment; thus, full cancellation fees, as noted above, apply.

#### **SAFETY**

Be aware that during your participation on tours operated by Executive Travel, certain risks and dangers may arise beyond our control, including, but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness (incl. pandemics) in remote regions without means of rapid evacuation or medical facilities. Executive Travel will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While Executive Travel will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a tour and/or optional excursions you agree that you will hold Executive Travel harmless regarding any provision of medical care or the adequacy of any care rendered. Executive Travel is not responsible for such risks and dangers that may arise beyond our control. Payment of your deposit indicates you accept these risks and dangers and agree to hold Executive Travel harmless for such.

#### **SERVICE INQUIRIES AFTER THE END OF A TOUR**

As it is difficult and sometimes impossible to properly investigate a complaint if Executive Travel is not advised of such complaint during the tour, any compensation may be reduced or even forfeited.

#### **SMOKING & ILLEGAL DRUGS**

Smoking is not allowed on transportation that is exclusively provided by Executive Travel. On cruise ships, smoking is restricted to certain areas of the vessel. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or any other smoking device.

Many hotels, restaurants, and other venues are smoke-free or have non-smoking regulations in public spaces. Smoking may be restricted to certain areas or not allowed. You are responsible to abide by all third-party smoking

policies. Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but we cannot guarantee availability.

Any carriage or possession of illegal drugs will result in immediate termination of the Executive Travel tour. You are responsible for knowing and observing the licensing laws for drug possession for all countries and states you are visiting. Repatriation is at your expense.

#### **TOUR CANCELLATION**

Executive Travel reserves the right to cancel or reschedule any tour departure for any reason, including insufficient demand, force majeure, or in case of a third-party supplier's insolvency/bankruptcy/financial default\*. At Executive Travel's discretion, and in case of insufficient demand, Executive Travel will either provide a refund or reschedule the same tour with a different departure date. There is no guarantee of the availability of the offering. For air-inclusive tours, Executive Travel will try to confirm air schedules for the selected new dates, subject to availability. Executive Travel cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through Executive Travel.

\*For financial coverage of a third-party supplier's insolvency, bankruptcy, or financial default, it is the traveler's own responsibility to make sure a chosen insurance plan covers such. Executive Travel will not be responsible to refund any funds paid in case of a third-party supplier's insolvency/bankruptcy/financial default.

#### **TRAVEL INSURANCE**

In today's changing travel environment, it's important to protect your travel investment so you can relax and enjoy your trip. For your convenience, we offer travel protection plans provided by Travelex Insurance Services. For more information on these plans please visit our Travel Resources page: <https://executivetravel.com/eti-home/resources/>.

Travelex Insurance Services, Inc CA Agency License #0D10209. Travel Insurance is underwritten by Berkshire Hathaway Specialty Insurance Company, NAIC #22276.

#### **TRANSFERS**

Unless otherwise specified on your invoice/statement, transfers arranged by Executive Travel are provided by independent transportation companies and are group transfers operated by motor coaches and may have pre-set departure times. Executive Travel is not responsible for flight delays, delays in immigration or customs, delays due to lost baggage, or for any reason beyond our control if you miss your transfer. Missed transfers are non-refundable.

#### **SOCIAL MEDIA**

Our tour hosts and ambassador will take group pictures and pictures of sites and activities during the trip. Executive Travel reserves the right to pick and post up photos on our Facebook page. The photos will be posted after completing a tour; no names will be mentioned. If you do not wish to be a part of a group photo, you can step away when these photos are taken. There will be an announcement prior to such photos being taken. Executive Travel reserves the right to post any comment included in our anonymous survey sent out after the completion of a tour.

#### **TRAVEL DOCUMENTS**

Passenger travel documents, including e-ticket itineraries, are available and will be distributed approximately 2-3 weeks prior to departure, provided full payment, emergency contact details and passport/government issues ID information (when required) has been received.

#### **TRAVELERS WHO NEED SPECIAL ASSISTANCE DURING A TOUR**

You must report to Executive Travel any disability requiring special attention while on tour at the time the reservation is made. Executive Travel will make reasonable attempts to accommodate the special needs of disabled travelers but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. Executive Travel does not provide personal services (such as pushing a wheelchair, assisting with walking, etc.) and Executive Travel does not provide individual assistance to a tour participant for walking, dining, getting on and off coaches, ships, trains, and other vehicles, or other personal needs. A qualified and physically able companion should accompany travelers who need such assistance.

If we are not notified at the time of reservation of any disability requiring special attention, Executive Travel reserves the right to cancel your booking or terminate your tour if your special needs or disabilities are not suitable for the tour, pose a threat to the health and safety of other participants or Executive Travel staff, are incompatible with other travelers, or if you are not traveling with a companion who provides all the assistance you require. Executive Travel will not refund or cover any costs or expenses incurred for cancellation, booking, or termination of the tour. Cancellation penalties, as above, apply.

Not all sightseeing stops/sites accommodate wheelchairs, and some locations and sightseeing activities require extensive standing, sitting, or walking - sometimes on unpaved or cobblestone streets. Executive Travel will not refund or cover any cost or expense incurred for any missed activities due to a participant's inability to fully participate with the group. The Americans with Disabilities Act is only applicable within the United States, and

facilities for disabled individuals are limited outside its borders. Most transportation services, including touring motor coaches and cruise ships, are not equipped with wheelchair ramps. Although some of our ships have elevators, many small ships do not. Passengers requiring ship elevators should inquire before making reservations. Dietary requests and preferences must be provided to Executive Travel at the time of booking. Generally, special dietary or meal requests cannot be processed and are subject to availability at the hotel or venue. There is no guarantee of availability, however, and there may be an additional charge associated with such request, which is payable by you at the time of service.

#### **TSA AIRLINE INFORMATION**

Under the Secure Flight Program enacted by the U.S. Department of Homeland Security, the Transportation Security Administration (TSA) requires airlines to collect information from you for the purposes of Watch List matching. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. At the time of booking a tour with air reservations, Executive Travel will collect the required information and add it to your air booking to pass to the airline(s) for the Secure Flight Program. The information includes full name, date of birth, gender, and redress number (if available). Failure to provide the required TSA information at the time of booking will result in the loss of confirmed flights and airfare prices, as information is required for ticketing. Rebooking lost airfare is subject to schedule availability at the time of rebooking and may result in alternate flight schedules and/or increases in airfare price. Any increase in airfare price is payable by you.

#### **KNOWN TRAVELER NUMBER (KTN)**

It is the traveler's responsibility to make sure your Known Traveler Number (Global Entry, TSA Pre-Check) is applied to your reservation. This must be done at the time of check-in at the first airport of your journey. Executive Travel cannot be held responsible if your KTN is not included in your airline reservation.

#### **VISAS & PASSPORTS**

It is your responsibility to verify all visa and passport, and traveling ID requirements necessary for your tour. You are responsible for obtaining independently and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Executive Travel cannot accept liability for any passenger refused entry onto any transport or into any country due to the failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements. All visa information listed on the website, in documents, or in the tour brochure is for U.S. citizens only.

You must have a passport to travel internationally. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling. Multiple-entry visas are required for some vacations. The process of obtaining a visa and/or passport can take up to three months or more.

#### **WAIVERS**

During the course of your tour, you may encounter the opportunity to participate in additional, optional activities that are provided by independent third-party suppliers. The suppliers of those optional services may render those services subject to separate and additional terms and conditions or may require you to execute additional documents, waivers, or releases. It is understood that any assumptions of liability, waivers, or releases that are part of the suppliers' terms and conditions or that are required by those independent suppliers will also inure to the benefit of Executive Travel.

#### **WI-FI**

Wi-Fi connectivity on transportation provided by Executive Travel (for tours where Wi-Fi is available on the motor coach) is provided by an independent third-party with separate Terms & Conditions of usage and acceptance thereof. These will be made available upon request. Wi-Fi connectivity is not guaranteed and is often disrupted, unavailable, and slower internationally than you are accustomed.

#### **RESPONSIBILITY**

Executive Travel, Inc., located at 1212 O Street, Lincoln, Nebraska 68508, is an independent company licensed to market and distribute travel products under the Executive Travel brand name, and arrange for the tour services offered on its website or in their brochure, including transportation, sightseeing, and accommodations through independent contracts.

Air carriers, accommodations, and other suppliers (including, but not limited to, trains, cruises, ferries, motor coaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of Executive Travel or its affiliates. From time-to-time, and for the purpose of identifying those independent third-party suppliers of services as the provider of a component or part of an Executive Travel tour, some or all of those entities may utilize the name "Executive Travel" on promotional media, signage, or attire. Although you may see the name Executive Travel on vehicles, signs, apparel, or elsewhere during your tour its use by third-party suppliers is solely for the purpose of identification and does not represent or

signify in any way ownership, management, supervision, or control by Executive Travel of services that are provided by independent third-party suppliers or of the employees, servants, or agents of the third-party suppliers. All certificates and other travel documents for services issued by Executive Travel are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers. Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail or road carrier, or any stay in a hotel, Executive Travel's maximum liability is the maximum that would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montreal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

After departure, if the Services included in the tour cannot be supplied or there are changes in an itinerary for reasons beyond the control of Executive Travel, depending on the circumstance, Executive Travel will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of tour participants, and any resulting savings will be refunded by Executive Travel to tour participants.

Executive Travel, Inc., the sponsoring institution or association, and its and their employees, shareholders, subsidiaries, affiliates, officers, directors or trustees, successors, agents and assigns (collectively "Executive Travel"), do not own or operate any entity which is to or does provide goods and services for your trip including, for example, lodging facilities, airline, vessel, or other transportation companies, guides or guide services, local ground operations, providers, etc. All such persons or entities are independent contractors. As a result, Executive Travel is not liable for any negligent or willful act or failure of any person or entity of any third party. In addition and without limitation, Executive Travel is not responsible for any injury, loss, death, inconvenience, delay or damage to person or property in connection with the provision of any goods or services resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, sickness, illness, a pandemic, the lack of availability of or access to appropriate medical attention, overbooking or downgrading of accommodations, mechanical or other failures of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. For financial coverage of a third-party supplier's insolvency, bankruptcy or financial default, it is the traveler's own responsibility to make sure a chosen insurance plan covers for such.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s) you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. The right is reserved to decline to accept or retain any person as a participant on these trips at any time.

Executive Travel reserves the right to increase the tour price in the event cost increase due to changes in airfares, currency fluctuations or fuel surcharges and all such increases are to be paid to Executive Travel upon notice to the tour participant of such increases.

Arbitration agreement: Any controversy or claim arising out of or relating in any way to these Terms and Conditions to the Responsibility Clause to the brochure, or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Lincoln, Nebraska, in accordance with the rules of the American Arbitration Association then existent.

**By forwarding of deposit, the participant(s) certifies that he/she does not have any mental, physical or other conditions of disability that would create a hazard for him/herself or other participants and accepts the terms and conditions of this contract. You confirm that you have read and consent to these Terms & Conditions and agree to review travel documents for accuracy upon receipt.**