

A group of about ten people are gathered around a large white dining table in a modern, well-lit living room. They are engaged in conversation and eating. The table is set with various dishes, including bread, dips, and salads. A large, white, teardrop-shaped pendant light hangs over the table. In the background, there is a blue sofa, a bookshelf filled with books, and a guitar leaning against a wall. The room has a warm and inviting atmosphere.

contiki

# CONTIKI BOOKING CONDITIONS

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## SUMMARY BOOKING AND CANCELLATION TERMS

	ALL DESTINATIONS EXCLUDING AFRICA AND SPECIAL TRIPS	AFRICA & SPECIAL TRIPS*	DETOUR	AIR TICKETS (either before/after trip or included within trip)	EXTRA HOTEL ACCOMMODATION	TRANSFERS
Trip Deposit due per person	\$200	\$200	\$200	As per airline policy. Full payment may be required at time of booking which may be non-refundable. An additional \$350 deposit is required	No additional deposit required	No additional deposit required
Special Deposit		Special events and activities may incur additional non-refundable deposits				
Final Payment Due (before trip starts)	45 days	45 days	30 days	As per airline policy. Full payment may be required at time of booking which may be non-refundable.	In accordance with main trip	In accordance with main trip
45 days and over	Transfer your deposit to another trip for free with FlexDeposit	Transfer your deposit to another trip for free with FlexDeposit	Transfer your deposit to another trip for free with FlexDeposit	\$35 plus airline charges	-	-
44 - 31 days	25% of trip price	50% of trip price	FlexDeposit	\$35 plus airline charges	-	-
30 - 22 days	25% of trip price	75% of trip price	100% of trip price	\$35 plus airline charges	-	-
21 - 16 days	50% of trip price	75% of trip price	100% of trip price	\$35 plus airline charges	-	-
15 - 8 days	50% of trip price	100% of trip price	100% of trip price	\$35 plus airline charges	100%	100%
7 - 1 days	75% of trip price	100% of trip price	100% of trip price	\$35 plus airline charges	100%	100%
Departure Day/ No show	100% of trip price	100% of trip price	100% of trip price	\$35 plus airline charges	100%	100%
During trip	100% of trip price	100% of trip price	100% of trip price	\$35 plus airline charges	100%	100%

\* Special Trips include (but not limited to): Gorilla Trek, Inca Trail Trek, Okovango Delta Music Festival, Rio Carnival

**NOTE:** Included flights are outlined in each trip itinerary in our brochure or online. Guests traveling on any flight must provide their full name (as appears on their passport), date of birth and gender. Incomplete or inaccurate information may result in additional charges payable directly to the airline or in a worst-case scenario, be denied boarding.

## YOUR HOLIDAY/VACATION BOOKING

For the purposes of this document reference to "you" or "your" includes all guests in the party. Contiki US Holdings Inc is the 'Sales Company'. The 'Operator' for the trips will be as described in the table below. Collectively these companies are referred to as 'Contiki'.

Destination	Operator
Europe and Britain, Africa	Contiki Holidays Limited
Asia	Contiki Holidays Asia Ltd
USA, Canada, Mexico, Costa Rica	Contiki US Holdings Inc
South America	Contiki Holidays Latin America Ltd
Australia and New Zealand	Contiki Holidays (Aus) Pty Ltd and Travel Corporation NZ Limited

Your agreement is with Contiki and a contract is formed when you make a reservation with us that we accept. Enrolment in and payment for a trip shall constitute acceptance by the guest of the terms and conditions in this document. These cannot be varied except in writing by an officer of the Company.

All contracts with Contiki are made subject to the terms of these booking conditions.

We reserve the right to change these booking conditions at any time prior to you making a booking.

The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and was replaced with an enforceable provision as similar as possible to the original provision.

### Departure Date Security

The departure date is the date indicated on the booking confirmation. Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the "Travel Advisories" put out by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions. You are urged to consult with government sources, including the United States Department of State, news sources as well as your Travel Agent prior to making your travel plans.

### Travel Insurance

We require guests to have travel insurance covering all dates of travel with Contiki, meeting the minimum levels listed below and covering: trip interruption, trip delay, emergency evacuation/repatriation, medical expenses from illness, whether individual or related to a pandemic event, such as COVID-19, and any medically-imposed quarantine such as could result from a guest in the group contracting COVID-19 while traveling with Contiki.

### Coverage should be at least the following amounts:

Trip Interruption:	Cost of the trip (excluding air)
Trip Delay:	\$150/day, \$750 total per person
Emergency Evacuation/Repatriation:	\$100,000 per person
Medical Expense:	\$25,000 per person

Most travel insurers require you to purchase your coverage within a certain time of making your initial deposit/payment. Guests are advised to research and purchase insurance as soon as possible after making the deposit/payment

As one convenient option, Contiki offers a Travel Protection Plan, underwritten by Arch Insurance Group, that meets or exceeds the above coverages. Availability of travel insurance and extent of coverage can change, so please refer to our website [www.contiki.com](http://www.contiki.com) for information or contact one of our reservation specialists. If you wish to purchase Contiki Travel Protection Plan, you must purchase the Travel Protection Plan within 14 days of making your initial deposit/payment.

You are not required to purchase your insurance from Contiki and are welcome to choose any travel insurance product that meets or exceeds the requirements above. If you purchase your insurance from another seller, we will ask you to provide Contiki with information regarding your insurance policy prior to final payment being due.

No policy covers every risk. Coverages, conditions, exclusions and limitations under each policy differ. The minimum amounts listed above may not cover all your costs. You will be responsible for costs in excess of coverage amounts and for all costs if coverage does not apply. We encourage you to research your choices for a policy best suited to your circumstances.

Should you choose to travel on Contiki without the required travel insurance, you will need to declare this option when you complete your trip registration.

### COVID-19

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the WHO senior citizens and guests with underlying medical conditions are especially vulnerable. We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitisers you require. Please adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instructions whether physical signage, or requests from our professional staff, once you are holidaying with us. To travel with Contiki, you voluntarily assume all risks related to exposure to COVID-19. Full details of hygiene protocols can be found on our website.

### Force Majeure

Force Majeure Event means any event or circumstance beyond the control of Contiki, including but not limited to: (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone,

tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labour dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation and the closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

## **RESERVATIONS AND PAYMENTS**

1. Your trip will be confirmed after receipt of a non-refundable deposit as detailed in the Summary Booking and Cancellation Terms table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. If not received within 3 days of booking, the reservation will automatically be cancelled. On certain departures, deposits may be required at time of booking to hold seats.

2. Air-inclusive bookings may require an additional non-refundable deposit or payment in full at the time of booking, see Air Arrangements section below.

3. We may from time to time offer deposits at a reduced amount (Promotional Deposits) and these may be subject to different terms and conditions as specified by us. Such terms and conditions prevail to the extent of any inconsistency with these Booking Conditions.

4. Final payment for your trip reservation will be due prior to departure no later than as detailed in the Summary Booking and Cancellation Terms table. When making multiple trip bookings, full payment is for all trips according to the scheduled departure date of the first departing trip. Payment in full will be required at time of booking for reservations made later than the final payment due date (see Summary Booking and Cancellation table) prior to the trip departure date. Some special promotions may have different payment deadlines and cancellation terms.

5. Contiki reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as detailed within the Summary Booking and Cancellation table. Contiki will not be responsible for lost land and/or air reservations.

6. Credit Card Bookings: Contiki should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the guest's credit card billing address, card expiration date and the customer verification code every time a payment is applied.

7. Your Travel Agent shall hold all monies for each and every person named in the booking until the booking is confirmed at which time your Travel Agent shall provide those monies promptly to us. You consent to us depositing monies received by us as required by law. We will be entitled to keep interest earned on monies.

## **BOOKING CHANGES**

### **Name Change**

Contiki does not charge for name changes or name corrections, however where third party costs are incurred these will be passed on to the guest. Not all airlines allow name changes or name corrections and a new airfare may need to be purchased which will be passed onto the guest.

## **CANCELLATIONS AND REFUNDS**

### **Other Booking Changes**

Contiki does not charge for minor booking changes however where third party costs are incurred these will be passed on to the guest. Costs and charges may increase the closer to the departure date that changes are made. We will try to make your requested change but it may on occasion not be possible. A change of trip date or itinerary after final payment is due (see Summary Booking and Cancellation table) of departure date will be treated as a cancellation. Cancellation fees will apply except when the change is to an alternative departure and the trip price is equivalent or greater, in which case any amendment costs incurred including airline charges and fees will be charged.

### **Cancellation by Traveller**

Travel arrangements for any member of the party may be cancelled at any time by written notice by the person who made the booking.

If notice of cancellation is received by Contiki before final payment is due (see Summary Booking and Cancellation table), the deposit will be retained along with the Travel Protection payment. If cancellation is made after final payment is due cancellation fees will apply (see Summary Booking and Cancellation table). Please also refer to Air Cancellation Section where applicable. Notice of cancellation must be made in writing directly to Contiki or through your Travel Agent. Please also refer to Contiki's Travel Protection. If a person in a party cancels and there is a room change caused by this cancellation (such as a Double to Single, or Triple to Double), charges for the new room type will be the responsibility of the remaining party. If a guest fails to join the trip on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the trip later at their own expense). Cancellation fees as per the Summary Booking and Cancellation table apply to additional accommodation and/or chargeable transfers prior to and after the trip, itinerary extensions or cruise reserved through Contiki. Cancellation fees and charges will include any amounts that we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines and hotels). Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. All cancellations fees as per the Summary Booking and Cancellation table are additional to any cancellation fees or other charges that may be levied by your Travel Agent. Travel Protection Plan premiums are non-refundable.

If the reason for your cancellation is covered under your insurance, you may be able to reclaim these charges from your insurer. You are responsible to make the claim to your insurer.

### **Cancellation by Contiki**

Travel Contiki reserves the right, to modify or cancel any trip (definite or not), accommodation, in-destination activity or arrangement at any time.

### **Cancellation due to Failure to Pay**

If full payment is not received by the due date (see Summary Booking and Cancellation table), Contiki has the right to cancel your reservation and no refund will be made. Contiki will not be responsible for lost reservations.

### **Cancellation due to Force Majeure Events**

If Contiki cancels a trip as a result of a Force Majeure Event, a future travel credit (FTC) to the value of funds paid to date less any third-party costs incurred will be provided. All FTCs will be valid for 24 months from date of issue. If Contiki cancels a trip as a result of a Force Majeure Event, Contiki will provide an alternative comparable trip (if available). If an alternative is not available you will be offered a future travel credit. No compensation is payable in these circumstances.

Where a trip is terminated mid-trip due to a Force Majeure event, if we provide you with any alternative services or assistance (such as hotels or travel) then you agree to pay for these costs.

### **Cancellation due to Events other than Force Majeure Events**

If the cancellation by Contiki is not as a result of a Force Majeure Event, Contiki will provide an alternative comparable trip (if available) if an alternative is not available then a refund will be made. Contiki is not liable for any cancellation or change cost or penalties incurred on other travel arrangements, including air travel, that may be affected thereby. Contiki is not responsible for other travel arrangements that you or your party have made outside Contiki and which are affected by our cancellations.

### **Early Return, Illness or Absence**

Early return expenses are the guest's responsibility. There is no refund for absence or early departure from a trip, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. Contiki urges you to purchase travel insurance which covers such circumstances. Contiki makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

## **FLIGHT RESERVATIONS, DEPOSITS AND CANCELLATIONS**

### **Reservations/ Ticketing**

Air-inclusive bookings and some intra-trip flights require an additional non-refundable deposit at time of booking which may be up to 100%. If an air reservation is made by Contiki, full payment may be required for your airfare at the time of booking. On receipt of full air payment your

airfare, taxes and fuel surcharges are final. This will be regardless of future price fluctuations up or down. When booking a trip including flights, you will be required, at the time of booking, to provide us the full name as detailed on the passport, passport number, nationality, date and place of issue for each guest. For published airfare bookings, a \$75 per person processing fee will be charged. Contiki does not hold an allocation of air seats and all flight reservations are made on request and are subject to the terms and conditions of the airline. Changes to flight itineraries and name changes and/or corrections may either not be allowed or may result in penalties charged by the airline. These are the guest's responsibility along with the fees charged as described above. Airlines (and other travel providers including Contiki) change prices and routes from time to time. All air routings are in the sole control of the airline and are subject to change at any time.

### **Air Changes or Cancellation**

After deposit has been received changes or cancellations incur a service fee of \$75 per person, reduced to \$35 if air ticket has not been issued prior to cancellation, plus any airline penalties. Airline imposed penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airfares booked are non-refundable.

Not showing up for your outbound flight as booked and ticketed will be considered a no-show, and all the connecting flights associated with this one, even a return flight will be cancelled and no refund will apply.

## **FINANCIAL PROTECTION**

### **USA Only: United States Tour Operator Association \$1 Million Travelers Assistance Program**

Contiki shares the coverage available under the USTOA \$1 Million Travelers Assistance Program with affiliates of The Travel Corporation who, as an Active Member of the USTOA is required to post \$1 Million with USTOA to be used to reimburse, according to the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Contiki Tours Ltd customers in the unlikely event of The Travel Corporation bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by The Travel Corporation may be sufficient to provide only a partial recovery of the advance payments received by Contiki Tours Limited. Complete details of the USTOA Travelers Assistance Program and a list of affiliates 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)

### **Sales Company:**

CONTIKI (US) HOLDINGS INC  
5551 Katella Avenue, Cypress, California 90630

### **Operators:**

Contiki Holidays Limited, Travel House, Rue du Manoir, St Peter Port, Guernsey, GY1 2JH

CONTIKI (US) HOLDINGS INC, 5551 Katella Avenue,

Australia, Brazil, Brunei, Canada, China, Guernsey, Hong Kong, India, Indonesia, Ireland, Israel, Japan, Malaysia, Myanmar, New Zealand, Philippines, Singapore, South Africa, South Korea, Sri Lanka, Switzerland, Taiwan, Thailand, United Kingdom and the USA.



## IMPORTANT INFORMATION

A quick reference guide to all the details you need to know before booking your vacation.

### Disclaimer

Travel is personal and each individual's goals and experiences may differ. Contiki will not be bound by, or liable for, any description, photograph, representation or warranty made by or provided by any independent third party sales representative, Travel Agent, or other person or entity relating to any vacation offered by Contiki.

## WHAT'S INCLUDED IN THE TRIP PRICE

### Guided Vacation

By air-conditioned motorcoaches, minibus or 4x4 vehicles, trains, cruises, ferries and intra-trip flights (including light aircraft) as described in the respective trip itinerary. Please note on some regional vacations, Detour Trips, transfers and sightseeing trips in smaller motorcoaches without toilet facilities may be used. Toilets may be affected by higher altitude or extreme weather conditions such as freezing temperatures and for the comfort of those on board the motorcoach the toilets may have to be closed. In these circumstances, additional rest breaks will be incorporated into the itinerary.

### Accommodation

Special room requests (adjacent, connecting or lower-floor rooms, as examples) must be made at time of booking. Special room requests are not guaranteed and are based on availability at time of check-in. Many hotels, lodges and luxury tented camps are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room or area will result in a fine. Hotel Frequent Traveller program points are not earned with hotels on Contiki trips. Substitute accommodation may be used sometimes. We try to use those of similar standard. Please note that hotel room sizes, standards, facilities and services provided may vary from country to country and region to region and are often local in style and may not have air conditioning. Accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility. Contiki shall not be responsible or liable for any claims or issues arising out of the shared rooming.

### Hotels

Our hotel accommodation is generally twin share, staying in 2\* to 4\* hotels, many of which are conveniently located, with great facilities. Twin-share is 2 people sharing, either travelling together or as a same-sex room match. We also offer upgrades to single rooms for a supplement, but please note that availability of single rooms at some

hotels can be limited. In some regions we also offer a reduced price triple-share option in some hotels – either three people travelling together, or as a triple-share same-sex room match.

### Hostels

On some trips advertised with hostel style accommodation, you are accommodated in same sex multi-share accommodation. Our multi-share rooms can accommodate a maximum of 8 people sharing, often less, mostly with private facilities. We do not warrant the suitability or characteristics of any persons we match. Please note on these trips you will need to bring a towel. Please note that on certain occasions (for example in high-demand hostels, during peak season or at festivals) travellers may be required to stay in mixed dorms or in 8-bedded dorms. Our hostels also offer great extras as part of the experience, like bars, entertainment/communal areas & washing facilities, with convenient locations in the cities we stay.

### Special Stays

Our Special Stays and Detour Accommodation are a carefully curated selection of unique or regional accommodation that have been found by us to give our travellers a chance to experience local culture. Given their uniqueness, we ask our travellers to be more flexible in their rooming requirements on these nights, as you might be asked to share with up to 8 people and on rare occasion this could be in mixed dorms. Bathroom facilities may also be shared. We ask this because we truly believe that the experience these stays offer is worth the departure from our usual accommodation rooming arrangements. Special Stays are a mixture of Contiki's own properties such as a French Chateau or an Austrian Chalet and unique partner properties such as a surf lodge in Portugal, Riad in Marrakech, Luxury Glamping in the USA, or Amazon Jungle eco-lodges. They are not traditional hotels & our travellers should not expect traditional service, it's all about sharing the adventure and sharing the experience.

### Africa Accommodation

Our African trips stay in a variety of accommodation styles including Hotels, Safari Lodges and Luxury Safari Tents. All of which are of a very high standard within the countries you are travelling. The Kili Climb trips and our one night in Chobe on the African safari trips will be very basic camping fitting to the location, however, these locations will be some of the most spectacular of the trip.

### Sailing, Cruising and Ferries

We offer a variety of sailing options from cruise ships and traditional sailing cruise boats to small sailing yachts. On our cruising trips in Greece, we offer single or twin-share options all with private facilities. These cruise ships offer restaurants, pools, bars & nightly entertainment on board. On our traditional sailing cruise boats in Croatia travellers will be in twin-share cabins with private facilities. These boats feature a dining room, bar & sundecks. On our traditional gulet in Turkey, travellers will be in twin-share cabins with private facilities or on occasion communal facilities. On overnight ferries, trips are provided with allocated airline style seating on deck.

## **Trains**

On some trips, we use trains. Check the specific details on your trip itinerary for the details of accommodation and seating used onboard.

## **Ski and Board vacations**

We offer a range of ski & snowboard trips across the world. Inclusions (such as accommodation, trip manager, equipment hire, lift passes and lessons) vary depending on the trip and region – check the trip itinerary for full details.

## **Air Transportation**

Not included unless otherwise outlined in each trip's itinerary. Please be advised that due to the Transportation Security Administration's (TSA) Secure Flight rules, airlines must collect required information from guests. For more information regarding TSA's Secure Flight rules, please visit [tsa.gov](http://tsa.gov).

## **Wifi**

Complimentary WiFi service is available in the rooms and public areas of most Contiki accommodation. In many countries complimentary WiFi is also provided on-board the motorcoaches, however this is not available in all locations. The WiFi on the motorcoaches uses the cellular phone network and as a result the connection will be slower than standard broadband and at times may not be available. Audio and Video streaming is not available using motorcoach WiFi. Please note that it may not be available on train trips, cruises, safari lodges, tented camps or when the main Contiki motorcoach is not being used, such as on transfer motorcoaches and other local services. For further information on which countries WiFi is offered in as well as daily data allowances please refer to the Contiki website.

## **Trip Manager**

Trips are conducted in English by a professional Trip Manager or Driver Guide. Mini-stays, Explorers, Detour Trips or itinerary extensions are normally not accompanied by a Trip Manager and are operated on a locally hosted basis using English-speaking Local Host services unless otherwise described.

## **Meals**

1. Some meals are included as detailed on trip itineraries. Any special meal requirements, including allergies, must be provided at time of booking and are received on a request basis only. Contiki cannot assure that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled.

## **Sightseeing**

Your trip includes a range of Included Experiences, entrance fees and an English-speaking Local Guide (when required) as detailed in the trip itinerary pages. You can also purchase Free Time Add-On activities for an extra charge. Some included activities (marked on the day-by-day itinerary descriptions) require a signed liability waiver; participation in those included activities and is at your own risk.

## **Transfers**

Transfers between airports, hotels, railway stations and piers are only included as indicated on each trip itinerary. Transfers can be purchased for an additional cost in many destinations. There will be no refund for missed or unused transfers. If you require and reserve airport transfers and did not purchase your flights from Contiki, you will need to provide your arrival and departure flight information to Contiki between 21-65 days before flight departure depending on the destination. It is your responsibility to update Contiki with any changes to your flight schedule to ensure that you receive your transfers. Failure to do so may result in missing these services and no refund shall be due for missed transfers resulting from missing or outdated flight information.

## **Luggage Allowances**

Due to limited motorcoach capacity, a single bag is allowed with dimensions not exceeding 29"x20"x10" (73cm x 50cm x 25cm) and weight not exceeding 44 lbs./20kg. Carry-on/hand luggage is restricted to one piece per person, not exceeding 12"x11"x6" (30x28x14cm) to fit under your coach seat or in the small overhead compartment. Carry-ons with telescopic handles and wheels will not fit in the overhead compartments or under seats and therefore, cannot be accepted as carry-on luggage. Carry-on/hand luggage handling is the responsibility of each guest and must be taken on and off the coach by you each day of the trip. Please be advised that different and/or stricter luggage allowances may be in place for some trip types (for example skiing, trekking and sailing) and on other methods of transportation (such as safari vehicles, flights and cruises). Please confirm with your Travel Agent or Contiki reservation agent. Contiki and Contiki's affiliated entities shall not be liable for loss or damage to luggage or any guest's belongings. Guests should immediately report lost items to the Trip Manager who will assist in completing a lost property form that can be used for an insurance claim. Contiki cannot assist in locating lost items after the guest disembarks or completes the Contiki vacation.

## **WHAT'S NOT INCLUDED IN THE TRIP PRICE**

### **General**

Any items and matters not referred to above, including, airfares to and from your destination, air-related taxes and fees (except where specified); additional fees charged by airlines such as checked and/or excess baggage, seat selections and any other services; passport and visa fees; insurances of all kinds; gratuities to Trip Managers, Local Guides, Motorcoach Drivers and other; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. This list is illustrative and not a complete list of every item not included.

### **Gratuities**

Some gratuities are included for services on trip, however gratuities for your Motorcoach Driver, Trip Manager and Local Guides should be extended on a voluntary, individual basis at the end of your vacation or tour. Included gratuities cover most services provided by dining-room waiters, housekeeping staff and porters at hotels but this does vary by destination.

Some third party operators may accept gratuities. In some regions like Africa & the Middle East, your trip will be supported by extra staff to ensure the smooth running of the trip. These gratuities are not included in your trip and can be done so on a voluntary basis, either individually or as a group.

### **Optional Extras**

Additional/optional experiences are available on your trip (known as Free Time Add-Ons) and can be purchased for an extra charge during your trip.

### **Ski trips**

Ski and snowboard hire along with lessons are not included in Ski trips but we can point you in the right direction.

### **Leaving the trip early**

The price does not cover costs and expenses, including your return home, if you leave the trip whether of your own volition, our decision based on behaviour that disrupts the trip, due to illness, action by any government or other reason.

## **FLEXDEPOSIT AND CHANGE**

### **FlexDeposit**

If you cancel before 45 days prior to the trip departure date, the deposit may be credited to the cost of another Contiki trip, which is not less than 7 days duration, subject to the following conditions:

- (a) the deposit must be used within 5 calendar years of the cancellation date of the original booking;
- (b) multiple deposits (because of back to back trips) cannot be combined and only one deposit can be credited per trip;
- (c) multiple trips may be booked using multiple deposits;
- (d) the reservation must be made and completed before the traveller attains 36 years of age (Contiki's upper traveller age limit);
- (e) FlexDeposit applies only to full priced deposits (not promotional low deposits); and
- (f) FlexDeposit does not apply to any existing bookings, has no cash value and is non-refundable.

A FlexDeposit benefit may be:

- (a) gifted to family or friends, via an email confirmation to Contiki stating the donee's name,
- (b) transferred for use with one of our sister brands (see [ttc.com/brands](http://ttc.com/brands)) and must be applied to the reservation of a trip,

within 5 calendar years of the cancellation date of the original booking.

FlexDeposit does not include trips in Special Deposits, deposits for airline tickets (whether included as part of or additional to the trip) or deposits for Third Party

Travel Products and excludes any funds that have been refunded to you.

### **Zero Change Fees**

Even if your travel plans change, you'll never miss out or These gratuities are not included in your trip and can be done so on a voluntary basis, either individually or as a group.

### **Optional Extras**

Additional/optional experiences are available on your trip (known as Free Time Add-Ons) and can be purchased for an extra charge during your trip.

### **Ski trips**

Ski and snowboard hire along with lessons are not included in Ski trips but we can point you in the right direction.

### **Leaving the trip early**

The price does not cover costs and expenses, including be charged fees for changing your booking before you pay your final balance, if you want to change the dates of your trip, swap onto another trip or even change your trip for a different region entirely, that's all possible, without incurring fees.

## **DISCOUNTS, SAVINGS AND PROMOTIONS**

### **Book Early / Early Bird Savings / Pay Early**

Savings are applied at the time of booking, apply to the land-only portion of vacations and may require full payment by the applicable discount deadline dates (see our Deals sections online). If full payment is not received by the correct date - as stated on the invoice - the discount will be removed and the booking will be re-priced. These discounts are not valid on all itineraries or departure dates and do not apply to optional extensions, airfares, government taxes and fees, air flight supplements, extra nights' accommodation, transfers or any cruise portion of a vacation. Normal cancellation penalties apply. This offer is subject to availability, applies to new bookings only and may be withdrawn at any time without notice. See the dates section of the itinerary online at [Contiki.com](http://Contiki.com) for current availability.

### **Loyalty Discount**

Been on a Contiki before? Welcome back! You're part of our Contiki family, and that means you're eligible for up to 5% off select trips around the world! Discounts vary between trips. Once you've done 5 trips with us, the 5% discount is guaranteed on all subsequent trips. The loyalty discount is on the land portion of trips only and is not available on pre & post-trip accommodation rates. We've also arranged deals for you across all our sister brands in The Travel Corporation ([ttc.com](http://ttc.com)). Be sure to give our team a call to check what discount you can get before you book.

### **Multi-Trip Discount**

Book two Contiki trips 7 days or longer at the same time and get 5% off the cost of the lowest price trip. This discount applies to the land portion of the lowest-priced trip (this excludes taxes, included flight costs, extra accommodation, & optional activities. Some exclusions apply, depending on availability for specific trips.

## **TRAVEL DOCUMENTS**

### **myContiki**

Guests are required to register for their trip at my.Contiki.com. This only takes a few minutes and means we'll have:

- Your personal details, including your email address and phone number.
- Your emergency contact info and travel insurance details, just in case we need it.
- Your dietary, medical or other special requirements you may have.
- Your completed Travel Health Declaration before departure.

Provided full payment has been received on time and registration is completed, travel documents will be available to download in electronic format no later than 21 days prior to travel. You'll also find out where your Contiki Trip will start and exactly what accommodation you'll be staying in – plus the answers to a host of FAQs. We don't print paper documents and instead plant a tree for every traveller that receives e-docs.

### **Passports, Visas and other Entry/Exit Requirements**

All guests must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Due to government imposed security/ immigration measures, passport and emergency contact information is required for all guests prior to the release of travel documents. It is the guest's sole responsibility to secure and/or pay for any and all visas, or Electronic Travel Authorizations (ETAs), affidavits, Provided full payment has been received on time and registration is completed, travel documents will be available to download in electronic format no later than 21 days prior to travel. You'll also find out where your Contiki Trip will start and exactly what accommodation you'll be staying in – plus the answers to a host of FAQs. We don't print paper documents and instead plant a tree for every traveller that receives e-docs.

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may be refused even if the required information and travel documents are complete. Contiki will require full passport information (full name, date of birth, passport number, Nationality, issue and expiry dates) prior to final payment. For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your Travel Agent or local consular services. Obtaining and carrying these documents is your sole responsibility. Contiki bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guest, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

## **FLIGHT ARRANGEMENTS**

### **Airline Seating**

Seats are limited in our contracted class of service and may not be available on every flight. Contiki does not hold block space on any airline and does not assure seat availability for every single trip departure date. Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact the airline(s) directly to arrange seating assignments as well as special meal requests. Contiki does not assure that these requests will be granted.

### **Airline Schedule Changes**

Itinerary changes due to flight delays and schedule changes is solely under the airline's control. Contiki reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellations and schedule changes are the responsibility of the airline. Contiki will not be responsible or liable for such delays or rescheduling and extra charges.

### **Airline Frequent Flyer Programs**

Frequent Flyer miles can be accrued on most air carriers. Upgrades using mileage are not permitted. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by Contiki. It is the guest's responsibility to request frequent flyer credit from the airline. Contiki shall not be responsible for matters concerning frequent flyer miles.

### **Airline Fuel Surcharges and Air-related Taxes, Fees and Restrictions**

Airfares will be provided at time of booking, will be based on roundtrip purchase, and will include air-related taxes, fees and fuel surcharges imposed by the airlines. Any additional fees charged by the airlines such as baggage handling (visit [www.Contiki.com/baggage](http://www.Contiki.com/baggage)), seat selections and/or any other services are the sole responsibility of the guest(s).

## **SAILING & CRUISE ARRANGEMENTS**

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### **Sailing/Cruise Accommodations**

Cruise accommodation is priced on two guests sharing a twin cabin. A limited number of single cabins are available at an extra cost. On Nile cruises and Galapagos Cruise triple rooms are not available.

### **Sailing/Cruise Fees & Taxes**

Your double room Sailing/Cruise price normally includes an amount covering Cruise Fees & Taxes, and all gratuities to on board cruise personnel. This can be confirmed with your Travel Agent or Online Sales Representative. Cruise Fees, or "Non-Discountable Amount" as referred to by the cruise line, is a mandatory fee charged by the cruise line. That portion of the price is not subject to reduction in a discount promotion, nor commissionable to Travel Agents. Cruise Taxes, as used by the cruise line, refers to certain taxes, fees and charges imposed by governments or quasi-government authorities, relating to any aspect of your cruise, for example, customs fees, head taxes, inspection fees, immigration and naturalization fees, harbour maintenance fees and taxes. Government fees and taxes are subject to change without notice and will apply regardless of your booking's payment status. The cruise line reserves the right to impose or pass through fuel surcharges, security surcharges or other incidental surcharges. No right of cancellation exists in these circumstances. These additional Cruise Fees, Taxes and gratuities are available online.

### **Cruise Line Immigration Questionnaire**

Some cruise lines require guests to complete mandatory forms 30 days prior to the cruise departure. These are available online from the cruise company.

### **Shore Excursions**

To make your vacation even more memorable, cruise lines offer an extensive program of optional shore excursions. Some cruise lines may allow you to book these online direct with the cruise operator in advance of sailing.

## **TRAVEL PROTECTION PLAN**

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[For your convenience, Contiki offers an optional Travel Protection Plan that provides these types of benefits. The availability of travel insurance and extent of coverage often changes, so please refer to our website [www.contiki.com](http://www.contiki.com) for the most up-to-date information or contact one of our reservation specialists. Travellers are not required to purchase their insurance from Contiki and are welcome to choose any travel insurance provider that meets the requirements above. If you wish to purchase the Contiki's Travel Protection Plan, you must purchase the Travel Protection Plan within 14 days of paying your deposit. Should you purchase your insurance from another seller, you must provide Contiki information regarding your insurance policy prior to final payment being due.

## **GENERAL INFORMATION AND CONDITIONS**

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### **Trip Prices**

All prices are per person in US Dollars unless specified. Prices are based on costs, charges, tariffs, rates, prices, taxes, levies, exchange rates and other considerations.

All are subject to change. For up-to-date pricing contact your Travel Agent or check on Contiki.com. No surcharges regarding cost or currency fluctuations will be made to the land only price once the deposit is received. No refund will be made on account of reduction of any of the above. If the total trip price increases by more than 10%, guests will have the option to cancel the trip within 7 days of notification of the surcharge without penalty.

### **Other Fees and Taxes**

Taxes and fees are subject to change without notice and will be confirmed at time of booking. Any additional fees charged by the airlines/ cruise lines such as baggage handling, seat selections, and/or any other services are the sole responsibility of the guest(s). Additional air-related restrictions apply. Any additional government taxes and fees charged by the cruise lines are the sole responsibility of the guest.

### **Services**

We commence providing services to you as soon as we accept your booking and a deposit is paid. This includes work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements.

### **Minimum Numbers**

Some trips are based on a minimum number of persons travelling. If a trip fails to satisfy minimum numbers, the trip may be cancelled or rescheduled.

### **Booking With A Travel Agent**

If you book your vacation through a travel agent then you acknowledge and agree that for your booking to be confirmed and maintained, we must have received all payments from you or your travel agent as detailed in the Summary Booking and Cancellation Terms. You also agree that your travel agent is independent of Contiki and our control; and that unless expressly authorised by us in writing, we are not bound by or liable for anything affecting us that the agent may or may not do.

### **Overlapping / Modular Trips**

To offer our travellers more flexibility around when they start and how long they travel for, some of our trips are sections (or modules) of larger itineraries. This means that some of them overlap – for example, some of your group may have already been travelling before you join them, and may continue travelling after your adventure has come to an end.

### **Age Restrictions**

Travellers must be aged between 18 and 35 inclusive at the commencement of your trip to travel with Contiki. In terms of style and content, all of Contiki's worldwide trips are specifically designed for a particular age group. This fact should be recognised when you book one of our trips. Please note that on some experiences as part of your trip you may be joined by other travellers who are not in the 18-35 age group. Some Detour trips are not exclusively 18 – 35 due to their small group sizes and specialist experiences. Countries have different age limits for the consumption of alcohol and other activities. You must ensure you satisfy the age limits before participating in any activity with age limits (such as the consumption of alcohol) and you release us from all liability and claims arising from your inability to participate in such activities.

## **Health, Reduced Mobility, Medical Conditions/ Disabilities and Assistance When Travelling**

If you suffer from reduced mobility or have any other disability or medical condition which may affect your vacation arrangements, you must provide us with full details before booking so that we can advise you if we can accommodate your request and provide you with precise information as to the suitability of the vacation taking into account your needs. We will not be responsible for any damage, injury, death or loss of any kind resulting from your failure to fully disclose relevant mobility, disability or medical information. We may request you to provide an assessment of your condition from a qualified medical practitioner. Reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. We rely on your assessment of your own ability to participate in a trip. Please also promptly inform us in writing in the event that any material change in your mobility, any other disability or medical condition occurs after your booking has been confirmed. Contiki does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as eating, toileting or dressing). A traveller who requires services of a personal nature (eating, toileting, help standing, climbing stairs or being pushed in a wheelchair, as examples) must bring a companion to provide such assistance and must understand that other travellers, Trip Managers and Contiki Staff will not be available for such purposes. Contiki cannot guarantee that all cities will have disability access nor can we guarantee accessible accommodations for guests travelling on trips. Our coaches are not accessible and we cannot guarantee space will be available for personal devices (such as luggage with medical supplies, walkers, wheelchairs). You must advise us before booking if you plan to bring a device of such nature. Contiki does not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the guest's expense. Contiki is not responsible or liable for losses or costs incurred due to unavailability of medical services, or medical services obtained while on vacation, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area. Travel times on our trips vary from day to day depending on the destination. For your comfort we make regular stops and try to keep each section no longer than 3 hours. However, depending on your medical history, some people may be at risk of discomfort or deep vein thrombosis (DVT) if they remain immobile for a long period on a journey. If you have had DVT, pulmonary embolism, a family history of clotting conditions, cancer, or treatment for cancer, stroke, heart or lung disease, or if you have had major surgery in the past three months we recommend you consult your doctor before travelling.

## **Special Requests**

If you have any dietary requests, allergies or any other special request, please advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, this is not

confirmation that the request will be met. All requests are subject to availability. It is also your responsibility to double check and reconfirm any requirements with all vacation suppliers.

## **Trip Participation**

You agree to accept the authority and decisions of our employees, Trip Managers and agents whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, a local supplier or hotel manager), your health (including impact of an epidemic or pandemic), level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any of our other guests) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you. Many Optional Experiences are operated by independent third party suppliers. These are not part of the vacation package provided by us. Your contract will be with the operator of the experience. We are not responsible for providing the experience, or anything that happens during the experience. Some experiences involve outdoor activities and/or can be physically demanding and may require signature of a waiver. You must make your own decisions about experiences and participate only in activities that suit your physical ability: we suggest that you speak with your medical provider if you have questions about your abilities. We recommend you check whether any insurance you have also includes your participation in adventure activities you may undertake.

## **Behaviour**

Contiki are here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our guests. We will refuse to deal with and may terminate the vacation of guests who assault our Contiki staff, suppliers or fellow guests or who are abusive or aggressive to them and are generally affecting the enjoyment of others with their behaviour and you may be barred from future trips with Contiki and The Travel Corporation family of brands. This may include (but is not limited to):

- (a) verbally abusive or offensive language towards anyone;
- (b) bullying behaviour;
- (c) inappropriate or abusive behaviour including uninvited physical contact, harassment, violence or threat of violence;
- (d) excessive consumption of alcohol or intoxication;
- (e) the possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor);

(f) failure to comply with Contiki's (including a representative's) reasonable direction;

(g) conduct which, in Contiki's opinion, is not compatible with other guests' general enjoyment and well-being or the smooth operation of the trip;

(h) the possession, carriage or use of dangerous items (such as weapons);

(i) breaking the law of the Country in which you are travelling; and

(j) any behaviour or conduct which brings Contiki into disrepute or damages its goodwill.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your travels with Contiki. We reserve the right at any time and at our discretion to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) guest may incur as a result of the travel arrangements being terminated. You must immediately report any pre-existing damage in your room to accommodation staff and/or a Contiki Trip Manager. If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. Contiki is not responsible for any costs incurred concerning a guest removed from a trip or aircraft, ship or train. Guests agree not to hold Contiki or any of its related entities liable for any actions taken under these terms and conditions.

### **Itinerary Variations**

Contiki strives to improve trip itineraries, services and features. If improvements can be made, or if circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. At certain peak periods multiple departures may operate, sometimes in reverse order; accommodation may vary from those stated on the itinerary pages. On trips which include cruises, the ship may be changed for operational reasons. Departures in early and late season are potentially operated in cool weather conditions. As a result, itinerary variations may occur. Certain activities may not be precisely as described or may not be available due to seasonality or weather conditions or other circumstances beyond our control. We will try to notify you or your Travel Agent of changes. If your enjoyment may be diminished by such limitations, please check with us or your Travel Agent before making a reservation.

### **Changes due to National/Public Holidays**

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Contiki seeking to reduce inconvenience to guests. Such changes are deemed not to be a major change to the itinerary, and no compensation will be payable to guests. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances please check with the respective national tourist office before selecting a specific departure date.

### **Pre & Post-Trip Accommodation**

If you arranged with us to remain at a destination before or after your trip, your stay will be at your sole expense as is the transfer to either the hotel or airport. Please speak to your Travel Agent or our reservations team about our pre- and post-trip accommodation. Availability is limited. Breakfast and luggage handling is not included unless otherwise noted. Contiki does not provide complimentary transfers for guests booking pre- and post-trip accommodations unless otherwise stated. However, inexpensive airport transfers can often be purchased from Contiki. If your extra night accommodation is not the hotel where your trip begins or ends, you will be responsible for your transfer arrangements at your own expense.

### **For Your Comfort**

Contiki enforces a strict no smoking (including e-cigarettes) and no alcohol policy on board motorcoaches. Regular comfort stops are made on traveling days. Many hotels, restaurants, trains, cruises and other venues are 100% smoke free.

### **Disclaimer of Warranties**

The Operator warrants only that the services shall be generally, though in view of the vagaries of travel, not necessarily precisely, as described, and subject to changes and the other terms and conditions herein. To the maximum extent permitted by law, all other warranties, express and implied, including warranties of fitness for a specific purpose and merchantability are expressly excluded. There is no warranty that extends beyond the description of the face hereof.

## **RESPONSIBILITY**

### **Complete Agreement**

These booking conditions, together with the other terms incorporated into this contract referred to below, represent the entire agreement between the parties.

### **Changes**

The Operator shall be responsible to the guest for supplying the services and accommodations described in the itinerary, except where they cannot be supplied or the itinerary is changed due to delays or other causes of whatever kind or nature beyond the Operator's control. In such circumstances, the Operator will seek to supply comparable services, accommodations and itineraries and there shall be no refund in these circumstances.

## **Disclaimer of Liability**

To the maximum extent permitted by law, neither Contiki nor the Operator nor its agents or affiliated entities ("released parties") shall be responsible or liable for cancellations, acts of other service providers, diversions or substitution of equipment or any act, variation, postponement, omission or default by air carriers, land carriers, hoteliers or hotels, transportation companies, or any other persons providing services or accommodations to guests including any results thereof, such as changes in services, accommodations or facilities. Nor shall they be liable for loss or damage to baggage or property, or for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error, omission default or negligence of any person not its direct employee or under its exclusive control, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. The released parties shall not be liable for indirect, special or consequential damages. All baggage and personal effects are at all times and in all circumstances at the risk of the trip participant. Contiki recommends that each guest obtains baggage insurance. After return at the end of the trip, if lost articles are found and returned to the owner, a service fee will be charged. The Trip Managers, carriers, hotels and other suppliers who provide services on trip are independent contractors; they are not agents, employees or servants of the Operator or its associated companies. All certificates and other travel documents for services issued by the Operator are subject to the terms and conditions specified by the carriers and suppliers and to the laws of the countries in which the services are supplied. Carriage by sea is subject to the Carrier's Conditions of Carriage which are expressly incorporated into this contract, copies of which are available upon request. The released parties are not responsible for any criminal or other conduct by third parties, whether criminal, intentional, grossly negligent, negligent or otherwise.

## **Additional Risks**

Additional risks may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, bus, car, truck, aircraft and other means, animals, forces of nature, unrest, differing levels of sanitation, differing safety standards, risks associated with water, drinks, food, plants, insects and animals, diseases and transmission of disease to you or members of your family or party, accident or illness in areas of difficult evacuation or poor medical facilities, acts of governments; all occurring during the trip or while coming to or returning from the trip. You are voluntarily participating, knowing there are risks. You agree to accept any and all risks. You release and discharge Contiki, its related companies and personnel from, and agree not to make a claim against any of them for, any and all claims, known or unknown, arising from contracting for, traveling to or from, or traveling during, and in any and every way participating in a trip, even where caused by negligence of any of these released and discharged persons and entities. This release and discharge of liability, assumption of risk and agreement not to make a claim is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

## **Safety**

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

## **International Treaties**

Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time guests are not on board planes, transportation or conveyances. We rely on international convention which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all the benefits of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage.

## **Contiki US Holdings Inc Inc's Limited Role**

Contiki US Holdings Inc Inc., a California corporation, serves only as sales representative, and is not responsible for any activity beyond its limited role in arranging reservations and ticketing. Contiki Tours West, Inc. shall not be responsible or liable for any act, omission or default, whether negligent or otherwise, of any other entity whether or not affiliated with the Operator.

## **Choice of Law and Venue Selection**

This Agreement is deemed to be entered into in Orange County, California. The exclusive venue for any action concerning the interpretation, enforcement, or breach of any term, obligation, or duty as contained or related to these Booking Conditions or any grievance relating to the trip shall be solely in the Superior Court of California in or for Orange County or the United States District Court for the Central District of California. This Agreement shall be construed according to the internal laws of California without regard to conflicts of law principles. All guest claims must be submitted in writing and received by Contiki no later than 60 days after completion of the Contiki vacation. Guest claims not submitted and received within this time shall be deemed to be waived and barred. In any legal action, arbitration, or other proceeding to enforce, interpret or construe the terms of this Agreement, or concerning any grievance relating to the trip, the prevailing party shall be entitled to recover actual reasonable attorneys' fees, costs and expenses.

## **Errors and Omissions**

In the case of computer or human billing errors, we reserve the right to re-invoice guests and their Travel Agents with correct billing. Every effort is made to accuracy of our brochures and website; however, Contiki cannot be

held responsible for printing or typographical errors, or errors arising from unforeseen circumstances. Moreover, photographs and descriptions of locations or attractions are merely representative of conditions that existed at time of brochure printing and conditions may not be the same at the time of your journey. The airline(s) featured or nominated in our brochures or website do not by virtue of their endorsement commit or represent themselves either as contracting with any purchaser of a vacation from Contiki or as having any other legal relationship with them. All bookings made with any provider of any transport, facilities, meals, other goods or of any services are subject to terms and conditions and exclusions and/or limitations of liability imposed by them in relation to matters not covered particularly and expressly by your agreement with Contiki. If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirement of any government or governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees. None of the companies in the Contiki group of companies, or any of their staff or agents, accept any responsibility or liability for your acts, omissions, defaults, conduct, state of health, condition or circumstances.

## **COMPLAINT PROCEDURES & CONSUMER PROTECTION**

### **Complaint Procedure**

If you have a problem during your vacation please inform Contiki's Trip Manager/Local Representative immediately, who will try to make things right. Such assistance may include providing information on health services, local authorities and consular assistance as well as arranging communication and/or making alternative travel arrangements. We may charge a fee for these services where you have caused the problem intentionally or by your own negligence. If the matter was not resolved locally, please write to Contiki's Guest Relations Department at the address below within sixty (60) days of the end of your Contiki vacation, as it is important that you provide us the information quickly. Please quote your booking reference number and all relevant information. Failure to follow this procedure may delay or deny us the opportunity to investigate and rectify the problem, which may affect the way your complaint is dealt with and your rights under this contract. Accordingly, any claim not received in writing within this time is waived and barred.

### **Guests who Purchase from within California**

Transactions entered into with Contiki are covered by the California Travel Consumer Restitution Fund (TCRF) if the guest is located in California at the time of payment. Eligible guests may file a claim with TCRF if the guest 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 when required. The maximum amount which may be paid by the TCRF to any one guest is the total amount paid on behalf of the guest 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 faxing a request to: (213) 897-8846

### **Guests Purchasing from Outside of California**

Transactions entered into with Contiki are not covered by the California Travel Consumer Restitution Fund.

### **Data Protection**

To process your trip booking, Contiki will need to use personal information for you and guests in your booking. Personal information may include each guest's name, address, phone number, email address, passport number, and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organisations, and otherwise as required by law. [We may need to provide personal information to contractors who provide services to or for us (e.g. sending mail, providing marketing assistance, etc). This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of protection of personal information. In making your booking, you consent to your personal data being passed to relevant third parties as set out above. We may also use personal information you provide us to review and improve the trips and services we offer, and to contact you (by post, email, telephone or other means) about other trips and services offered by Contiki that may interest you. If you don't want to receive this information, or if you want a copy of the personal information we hold about you, write to us at CONTIKI (US) HOLDINGS INC., 5551 Katella Avenue, Cypress, California 90630. Contiki may charge a fee for supplying you this information as permitted by law.

## **OTHER CONDITIONS**

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Each guest is required to comply with the terms, conditions, requirements, laws, rules and/or regulations of any service provider, or any country or governmental authority, and shall be liable for any such non-compliance.

### **Booking Arrangements**

Your booking arrangements can be made through your Travel Agent, an online booking agent or with Contiki directly. When you make a booking, you must be at least 18 years of age at the time of booking. You are guaranteeing that you understand and have the authority to accept and do accept on behalf of yourself and all members of your party the terms of these booking conditions. We will deal only with the lead booking name in all subsequent correspondence and dealings. You are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party, notifying us of any changes or cancellations and for receiving correspondence and keeping your party informed.

### **Additional Optional Experiences**

With Contiki, you will enjoy many famous highlights as included features on your trip, at no extra cost. An exciting array of additional optional experiences and activities (known as Free Time Add-Ons) may be made available to further enhance your experience. These experiences and activities are optional, and are offered at special preferential prices. In some locations they can be pre-booked before your trip otherwise they can be booked during the trip. A detailed list and cost of these will be included in your travel documentation as well as available on the Contiki website once they have been confirmed for your itinerary. You can book and pay for them through your Trip Manager by cash or, in some regions, by credit card. Optional experiences and activities may vary due to seasonal conditions and often require minimum guest participation. Prices are subject to change without notice. Please also see the relevant section of "Trip Participation" regarding limitation (exclusion) of our liability for optional experiences and activities operated by independent third party suppliers.