



TRAVEL CONCEPTS, INC. TERMS AND CONDITIONS

PLEASE READ THIS. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE LET US KNOW IF YOU HAVE ANY QUESTIONS.

Travel Concepts, Inc. and www.travelconceptskc.com are herein referred to as "Travel Concepts", "TC", "Agency", "We", "Us", and "Our".

Booking Passenger is herein referred to as "Booking Passenger", "Passenger", "Traveler", and "You".

Please thoroughly review these Terms and Conditions of Travel Concepts, Inc. The Booking Passenger(s) of this notice will be the only recipient of the booking receipt, invoice and terms and conditions. It is the sole responsibility of the Booking Passenger(s) to inform all other Passengers traveling together or sharing the room of the contents of these Terms and Conditions. The Booking Passenger(s), by accepting this receipt and making payment to TC, acknowledges that they have been advised of, reviewed, and hereby accept these Terms and Conditions and contract for travel related services. You acknowledge and agree that we may change these Terms and Conditions from time to time and that those changes become effective immediately. You agree to be bound by the Terms and Conditions that are in effect at the time of your travel or cancellation, whichever applies. You agree that it is your responsibility to be familiar with these Terms and Conditions and to check back from time to time for any changes.

DISCLAIMER: Travel Concepts, Inc. is acting as a mere agent for suppliers in selling travel-related services, or in accepting reservations or bookings for services that are not directly owned or operated by this travel agency (such as but not limited to air and ground transportation, hotel accommodations, meals, tours, cruises). TC is an independent contractor and is not an employee, agent, or representative of any of these suppliers. All suppliers are independent contractors and are not agents or employees or representatives of TC. All travel services arranged by TC are subject to any, and all applicable laws, regulations, tariffs, and the terms and conditions of any agreement with a supplier. TC shall not be responsible for breach

of contract or any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, or injury to the Passenger(s). TC is not responsible for any default by our suppliers. TC shall not be responsible for failure to perform any obligation of this contract due to unforeseen circumstances or causes beyond our reasonable control, including but not limited to acts of God (Force Majeure), war, riot, acts of civil/military authorities, social or labor unrest, mechanical or construction failures or difficulties, climatic conditions, criminal acts, fire, floods, disease, epidemics, pandemic, labor strikes or any other actions, omissions or conditions outside the agency's control and disclaims all responsibility or liability for loss, damage or injury.

PASSPORTS: Everyone, including children and infants, must have a valid passport to travel internationally (not the Passport Card). Failure to comply will result in denial of boarding, no refund, no exceptions. TC is not responsible for passports in any way. Passports are required to be valid for at least 6 months from your return date. Many countries require that your passport has at least two completely blank pages to be valid. Please take a moment now to check on your passport validity. If your passport expires within 6 months of your flight home, or if it does not have enough blank pages, please be sure to get it renewed before your trip to avoid being denied boarding. The rates we provide are for passengers carrying a US passport. Hotels reserve the right to change the rates for passengers booking a US rate but checking in with a non-US passport. Citizens of other countries require a valid passport and may also require additional documents. Such persons should contact consulates of countries to be visited and obtain proper documents before departure. The possession of required and valid passport and visas is the sole responsibility of the passenger(s).

TRAVEL DOCUMENTS: Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases TC from any claims or responsibility for any and all damages incurred as a result of Passenger's failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. TC recommends the Passengers consult with the appropriate domestic and foreign governmental agencies for the current document requirements. By agreeing to TC terms & conditions, you are authorizing TC and its agents to accept the passenger contract and all terms associated with your reservation as received by TC.

It is your sole responsibility to secure and/or pay for any, and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure

by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete or if Passenger(s) have a criminal history. TC is not responsible for you being refused entry in any way.

BOOKING ACCURACY/LEGAL NAMES: Passenger(s) is required to verify the accuracy of each legal passport first, middle & last names and date of birth listed on the invoice and travel documents. It is mandatory that passenger names be identical to the names as they appear on passports, booking and travel documents. Penalties associated with name changes are the sole responsibility of the passenger(s). Passenger(s) is required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify TC within 24 hours of deposit if any omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full & sole responsibility for any, and all risks and/or costs involved with failure to report such errors and/or omissions within 24 hours of booking.

PAYMENTS: TC holds reservations until the deposit due date. If deposit/payment is not received by TC on or before the deposit due date, reservations are automatically cancelled, and prices are subject to change. Failure to remit final payments on or before the final payment date will automatically put your booking at risk of cancellation and will result in a minimum \$50 late fee. Bookings not paid within 7 days of the final payment date will automatically cancel and all payments will be forfeited. Please contact us immediately, and in advance of your payment due date, if you will be unable to meet this obligation. Without limitation, Passenger(s) voluntarily holds TC harmless for cancellation of any booking for either late payment or declination of a credit card. Payments are only accepted through our online payment system. Payments are never automatic unless pre-authorized through our system. We cannot take phone payments, checks, bank transfers or any other method of payment.

While our suppliers do accept major credit cards including Visa, Mastercard, American Express and Discover, Passenger(s) must provide to us a signed credit card charge authorization agreement for every transaction for your trip. Your authorization is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event any Passenger(s) attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of TC, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

PRICING: Prices and availability quoted by TC are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Passenger(s) agrees that TC is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is TC responsible for any errors or omissions that may occur as a result of incorrect information from third parties or suppliers. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold TC harmless for any actions or damages arising from supplier pricing. TC reserves the right to charge Passenger(s) for any increase in taxes, fees, or surcharges (i.e. fuel). Passenger(s) acknowledge this right and agree to pay any such additional taxes, fees, and surcharges.

REVISION POLICIES: Any change made to a reservation will incur a minimum non-refundable \$50 per person Revision Fee in addition to any increase in trip cost. All revision requests must be in writing and sent to your TC agent by email. Your revision will be confirmed via email if, and when it is processed. Revisions are based on availability, subject to supplier approval and are not guaranteed. Revisions made after final payment has been paid are subject to Cancellation Policies.

CANCELLATION POLICIES: All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform your TC agent immediately in writing by email and request a written confirmation of your cancellation. If you are entitled to a refund, please note that the supplier is responsible for this refund, not TC. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded. We are not responsible for a supplier's failure to pay a refund.

REFUND POLICY: All deposits and payments made to or through TC are non-refundable. TC is required to pay all suppliers well in advance of your trip date. Because we strictly adhere to our cancellation and refund policy Travel Protection/Insurance is strongly encouraged. If Travel Protection/Insurance has been declined, there are no refunds for changes or cancellations and TC will have no further liability to you. If Travel Protection/Insurance has been purchased, refunds are subject to the insurance policy and subject to a minimum non-refundable \$100 per person fee imposed by TC.

TRAVEL PROTECTION/INSURANCE: Travel Protection/Insurance is strongly recommended. As your travel agent, we have a professional responsibility to recommend the purchase of Travel Protection/Insurance to protect both you and your vacation. Such a plan, at a minimum, should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel Protection/Insurance plans can help protect you in the event of loss of non-refundable trip deposits and payments that

result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip) and can also help with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. While we may be able to offer some coverage through the tour operator/supplier we use to book your trip, there are other third-party insurance providers for you to consult with. This responsibility rests solely with each Passenger and we advise you to do your research and find coverage that best fits your individual needs. TC is limited to advising you of the need for such coverage and is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection/insurance plans. TC cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your Travel Protection/Insurance, please call your insurer or insurance agent or broker. All claims must be filed with the insurance provider by you and are reviewed, accepted or declined at the sole decision and discretion of the insurance provider and not Travel Concepts, Inc.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. TC cannot be held responsible for denied entry if any Passenger(s) is unable to provide details to authorities of insurance or denial of entry for any reason. Declining travel protection/insurance plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which travel protection plan coverage would otherwise have been available.

FORCE MAJEURE: TC shall not be responsible for, and shall make no refund for, events beyond its control, such as, without limitation, acts of God, strikes, acts of war, terrorism or civil disturbance, government restrictions, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or omission of Third Parties or other parties not under the control of TC and all similar events outside our control.

TRAVEL ALERTS: It is each Passengers' responsibility to educate themselves on current travel alerts by visiting <http://travel.state.gov> and/or <http://wwwnc.cdc.gov/travel/>.

Suggested reference materials for passport, visa, health requirements as well as travel advisories:

- For US Citizens: <http://travel.state.gov>

- Western Hemisphere Travel Initiative: http://travel.state.gov/travel/cbpmc/cbpmc_2223.html
- US State Department Travel Warnings: http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html
- US State Department Travel Alerts: http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html
- US Center for Disease Control for required vaccinations: <http://www.cdc.gov/travel>
- Visa information for US citizens: http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html (examples of countries requiring Visas: Australia, Brazil, China, Egypt, India, Russia, & Turkey)

Note that this is not a comprehensive list of reference sites and is provided solely for your convenience. These sites are owned and operated by third parties who may alter the URL at any time without notice.

By offering travel to any destination, we do not represent that travel in such destination is safe or without risk. Should you choose to travel to a country that has been issued a travel warning or advisory, TC will not be liable for damages or losses that result from travel to such destinations.

It is essential that you see your physician before booking your trip and before traveling to make sure that you have taken all necessary health precautions. Some vaccinations require more than one visit with a period of weeks between injections. You should visit your physician at least 6 weeks before departure. For up to date medical advice we strongly recommend that you visit the Centers for Disease Control and Prevention (CDC) travelers' health page: www.cdc.gov/travel or for non-US citizens, your country's equivalent.

RISKS: Passenger(s) acknowledges that travel to any location includes certain risks, dangers, and perils (the "Risks"), including without limitation exposure to bad weather, diseases, viruses, illnesses, injury or other conditions which may exist while traveling or in travel destinations. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. Such Risks are unavoidable, and TC disclaims any and all liability for harm to passenger related to such Risks. Passenger(s) agrees to waive any claims against TC for the Risks, and to hold harmless, defend and indemnify (including reasonable attorneys' fees) TC for any claims or liabilities arising from or related to such Risks, to the fullest extent permitted by law. This release of liability and assumption of risk agreement 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.

AIRFARE: Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Passenger(s) is responsible for any such fees. With regard to the purchase of air tickets, TC acts simply as an intermediary between you and the airline. Once you book a reservation, your credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Credit will not be given for any unused airline tickets and cannot be used toward any future bookings.

All tickets will be issued for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airline's policies and may not be able to be made until you are at the airport on the day of departure. Airline tickets booked through TC may not be eligible to earn frequent flyer miles. You agree to confirm all bookings with the airline prior to the stated date of departure (TC recommends confirming 72 hours and 24 hours prior).

TC's responsibilities in respect to air travel are limited by the relevant airline's conditions of carriage. The airline fulfilling your contract for carriage may change from the airline mentioned by TC. TC is not able to specify the type of aircraft to be used by any airline. If an airline cancels or delays a flight, you must work directly with the airline to ensure you arrive at your destination on or ahead of time. TC will not provide any refund for trips missed, in part or full.

Where a ticket is purchased and used in violation of the airline's rules, TC and the applicable air carrier have the right in their sole discretion to take all actions permitted by law. Please review the airline's policy located on their website.

Each airline has its own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. Luggage fees are not included with your travel package. You will be responsible for paying to the airline any additional charges for checked overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact the airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. TC strongly recommends that you obtain a Travel Protection/Insurance policy covering the value of your items.

TC is in no way liable for damages arising from or related to any airline timetable changes, delays, cancellations, missed connections, mechanical problems, inclement weather, seating assignments, lost/delayed baggage, screening and security delays, refused boarding, failure to check-in properly or failure to provide acceptable identification.

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. Please refer to the full list of TSA prohibited items at <http://www.tsa.gov/traveler-information/prohibited-items>.

ACCOMMODATIONS AND ACTIVITIES: Accommodations are defined as lodgings in a dwelling or similar living quarters afforded to passengers including, but not limited to, hotels, condos, quarters in cruise ships, motels, time shares, camp grounds, and resorts.

Accommodation classifications – The number of stars attributed to the hotels and other providers of accommodations quoted by TC correspond to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the “star” designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. TC makes no guarantee about the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. However, you would bear any additional costs for upgrading the room or property. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases we will inform you as soon as we are aware of this necessity.

Taking possession of and vacating your room – Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the relevant policies and times. TC is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room. Typical check in time is 4pm and check out time is 12pm. Early possession or late vacation of your room may

result in fees charged by the hotel and are at the hotel's sole discretion and paid entirely by the passenger(s).

Types of room – Room classifications and amenities vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of your stay. We do our best to keep you informed, but TC makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered. Special requests, such as bedding preferences and room location can be communicated to the hotel prior to your arrival, but these requests are up to the hotel to honor. TC is in no way responsible for granting or confirming special requests like this.

Activities offered during your stay – An activity may not be appropriate for all ages or for individuals with certain medical conditions or abilities. TC may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part. It may happen that certain activities are no longer provided for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports, children's clubs). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season, it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the establishment in question. You agree that TC is not liable for activities unavailable due to any of the reasons listed above.

You acknowledge that the use or enjoyment of an activity may be hazardous and inherently risky, and, to the maximum extent permitted by law, TC shall have no liability for any personal injury or death; lost, stolen, damaged or destroyed property; or other liability arising out of or in connection with the use and operation of the activity, and all actions or events occurring prior to, during, at, or after the activity.

Infants – We ask parents travelling with infants to bring with them the appropriate food for their child, as they may not be able to find it at their destination. You may be asked to pay a charge, for example for provision of a cot and/or for heating baby food and drinks. You should request this when making your reservation, though we cannot confirm the availability of such services.

Traveling with children – Notary permission documentation is required for all minor children traveling with anyone other than both legal parents. It is the Passenger's

sole responsibility to obtain and maintain notarized permissions for all minor children who are not traveling with both parents.

Pregnant women – TC advises pregnant women to consult their doctor before making any reservation, in order to confirm that it is appropriate for them to participate in the trip. You agree that TC will not be liable for any damages arising from inability to participate in any or all of the trip due to pregnancy or related illness and no compensation will be payable under such circumstances.

Passengers with special needs or disabilities – If you have special needs or a disability you must call the provider of your accommodations ahead of time and verify that special needs can be met. TC make no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. TC has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the provider directly.

YOUR CONDUCT: Each Passenger is expected to act responsibly and adhere to all behavior guidelines established by our local suppliers. We and our local suppliers reserve the right to remove you from any trip if you endanger yourself or others. In any such case, there will be no refund.

When you book with TC, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. TC is not responsible for any costs incurred concerning a Passenger removed from a vacation/holiday. Passengers agree not to hold RTG or any of its related entities liable for any actions taken under these terms and conditions.

Baggage and personal effects are at all times the sole responsibility of the Passenger(s).

NON-DISPARAGEMENT: TC encourages our clients to provide us feedback on our services along with our suppliers' services. Clients accepting these terms and our services agree that they will not disparage the company or any of its agents, officers, directors, or employees. For purposes of this Section, "disparage" shall mean any negative statement, review, report or ranking, whether written or oral, about TC and its companies, employees, officers, directors. Such actions as stated are in breach of this non-disparagement agreement and entitles TC to seek compensation for damages in the amount of \$50,000 per instance.

SEVERABILITY: If any provision of these Terms and Conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

JURISDICTION: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of law principles. Any dispute arising from the contract shall be litigated in Johnson County, KS. **All Passenger claims must be submitted in writing and received by TC no later than thirty (30) days after the completion of the TC trip. Passenger claims not submitted and received within this time shall be deemed waived and barred.**

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