

## Member Select Vacations, LLC dba AAA Exclusive Vacations

### TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) apply to any tour package (hereinafter, the “TP”) purchased from Member Select Vacations, LLC dba AAA Exclusive Vacations (“EV”), and govern the contractual relationship between you and EV with respect to any such TP.

Please read these Terms carefully as by reserving or purchasing any TP with EV, or by travelling on a TP you acknowledge that you: i) have read and understand these Terms, and ii) indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a reservation on a TP with more than one passenger named and booked on such reservation, you shall be deemed to have accepted these Terms on behalf of all passengers named in the reservation (including minors and those under a disability) and travelling on or otherwise participating in any TP (hereinafter “you” or the “passenger(s)”), and by such travel or participation all passengers indicate their assent to these Terms.

- 1. Exclusions.** The itinerary and invoice for the TP sent by EV to you (together, the “Itinerary”) shall set forth its included and excluded components. Unless otherwise specified on the Itinerary, air transportation, optional tours, travel protection insurance, gratuities for cruise staff and tour guides and items of a personal nature are excluded from the TP price. All rates quoted are per person and based on double occupancy, unless specifically noted otherwise. Travel documents relating to the TP will be sent to you approximately three (3) weeks prior to the departure date.
- 2. Payment Schedule.**
  - **Non-Refundable Deposit:** At time of reservation \$200 per person shall be remitted to EV as a non-refundable deposit for the TP.
  - **Balance CRUISE TPs:** The balance of the TP price (total cost minus monies paid by you) is due ninety (90) days before the date of departure; please remit payment to the travel counselor with whom you made your reservation either at the AAA branch office or over the phone.
  - **Balance LAND TPs:** The balance of the TP price (total cost minus monies paid by you) is due sixty (60) days before the date of departure; please remit payment to the travel counselor with whom you made your reservation either at the AAA branch office or over the phone.
- 3. Cancellations and Refunds.** If you cancel your TP, you must advise EV in writing. The following cancellation fees will apply based upon the number of days from your departure date that EV receives your notice of cancellation.
  - **For Cruise TPs:**
    - **From time of booking up to ninety (90) days prior to date of departure:**  
All amounts, excluding non-refundable deposit, are refundable.
    - **From eighty-nine (89) days to sixty (60) days prior to date of departure:**  
65% of amounts paid, excluding non-refundable deposit, are refundable.

- **From fifty-nine (59) days to thirty (30) days prior to date of departure:**  
50% of amounts paid, excluding non-refundable deposit, are refundable.
  - **From less than thirty (30) days prior to date of departure:**  
No refund of any amounts paid.
- **For Land TPs:**
  - **From time of booking up to sixty (60) days prior to date of departure:**  
All amounts, excluding non-refundable deposit, are refundable.
  - **From fifty-nine (59) days to forty-five (45) days prior to date of departure:**  
50% of amounts paid, excluding non-refundable deposit, are refundable.
  - **From less than forty-five (45) days prior to date of departure:**  
No refund of any amounts paid.

In addition, no refunds will be given for unused services, including nights on the cruise, hotel rooms, meals, sightseeing TPs or other goods or services regardless of the reason for the non-utilization. This Cancellation and Refunds policy applies to the entire cost of your TP including TP cost, park fees, permits, taxes, etc.

4. **Changes to TP.** A change of departure date by you may be treated as a cancellation and cancellation charges may apply in EV's sole discretion. Any revision, handling, or cancellation fees or charges are in addition to any fees charged by third party travel suppliers. A handling fee of \$25.00 per transaction per person will be assessed for any change or revision made to a reservation, and notwithstanding anything contrary in these Terms, such fee(s) will not be refundable at any point.
5. **Cancelled TPs.** EV reserves the right to cancel any TP or parts of TP due to lack of participation or for any other reason in EV's sole discretion including unforeseen events and circumstances well beyond EV's control that is for the safety and wellbeing of the passengers. EV will, however, except in situations beyond its control, inform you prior to departure of any such cancellation. If EV cancels a TP, a full refund will be issued, but only for the monies paid to EV and not for any incidental expenses incurred in preparation for the TP.
6. **Travel Insurance.** EV strongly recommends you purchase travel insurance which can protect you against an unexpected emergency. Your travel counselor will be happy to assist you in purchasing travel insurance.
7. **Baggage.** Although every effort is made to handle your luggage as carefully as possible, EV is not responsible for and does not assume liability or accept claims for any loss of or damage to luggage, including without limitation due to breakage, theft or wear and tear through hotel and group carrier handling. It is recommended for your own self-interest and protection that you have adequate insurance to cover these possibilities. Your travel counselor will be happy to assist you in purchasing travel insurance. Contraband or illegal substances, firearms, dangerous items, or live animals are not acceptable items to be brought on any TP. All baggage and persons are subject to security inspection at any and all times.

- 8. Delays.** A TP may be delayed due to bad weather, river levels, road conditions, transportation delays, government intervention, sickness or other contingency for which EV or its third party travel suppliers cannot control; EV assumes no liability for such delays.
- 9. Explanation of Responsibilities and Tour Conditions.** EV reserves the exclusive right to change or cancel itineraries, hotels, and other tour components whenever it is deemed necessary. If this occurs, every effort will be made to offer alternate dates, hotels or other tour components. Published times on itineraries are as accurate as possible but subject to change due to traffic, weather, mechanical and any other conditions beyond EV's control that prevent EV from operating as scheduled. EV expressly disclaims any liability for any damages that may be incurred for any changes, cancellations or delays to the Itinerary on any TP. EV does not accept liability, including any liability for cancellation fees in the case of you being denied boarding by any airline or cruise carrier.
- 10. Binding Arbitration.** You agree that any dispute concerning, relating or referring to the TP, EV's website, the catalogue or other literature concerning your TP or the TP itself, shall be resolved exclusively by binding arbitration pursuant to the then existing commercial rules of the American Arbitration Association in Providence, Rhode Island. Such proceedings will be governed by substantive Rhode Island law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms are void or voidable. You agree that you waive all right to bring a class or collective action and that all arbitrations shall be conducted on an individual basis.
- 11. Release of Liability and Assumption of All Risk.** You understand that (i) EV acts solely as an intermediary or agent for the entities providing goods or services for your TP including, without limitation, hotel and other lodging facilities, ships, trains, buses, vans or other transportation companies, food service or entertainment providers, equipment suppliers, local outfitters or guides, etc. ("Suppliers") and (ii) EV, its employees, members, subsidiaries, affiliates, officers, directors, agents, managers, and its and their successors and assigns, (collectively, "EV Parties"), does not own, control or operate any Supplier. As a result, EV Parties are not liable for any negligent or willful act or failure to act of any such Supplier, including without limitation any direct, indirect, consequential, punitive, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation, any willful or negligent act, failure to act, or breach of contract of any Supplier, whether or not it uses the EV name. EV Parties are not responsible for any loss, injury, death, inconvenience or expense due to delay or changes in schedule, overbooking or downgrading of accommodations or hotel, ship or yacht problems of any kind, lost or misplaced luggage, insolvency, or default of any Supplier, attacks or bites by or diseases from animals, pests or insects, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes or labor disturbances, acts of God or government, acts of terrorism or the threat thereof, force majeure, war, quarantine, epidemics or the threat thereof, criminal activity, or any other cause beyond its control. In addition, you agree to hold EV Parties harmless from their own negligence.

These Terms are also entered into on behalf of any minors accompanying you and are binding on your heirs, legal representatives and assigns.

You are voluntarily participating in activities on the TP with knowledge of the dangers involved and agree to accept any and all risks including loss of property, inconvenience, injury and death.

- 12. Miscellaneous.** EV reserves the right to refuse as a TP passenger, or to remove, at his or her own expense and without any refund, from a TP, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions or general deportment impede the operation of the TP, create a safety problem or impact the rights, welfare or enjoyment of other members of the TP. You agree to follow all written and verbal rules of conduct presented to you by EV, TP leaders, guides, captains or crew. EV reserves the right to decline to accept any person as a member of the TP, or to require any passenger to withdraw from the TP at any time, when such action is determined by the TP leader to be in the best interests of the health, safety, and general welfare of the TP group or of the individual passenger. EV reserves the right to make route, hotel, guide, vessel, itinerary and TP modifications as required or desirable to improve the TP quality and/or to accommodate the comfort and well-being of passengers. Additionally, responsibility is not accepted for losses or expenses due to sickness, lack of appropriate medical facilities or practitioners, weather, strikes, theft or other criminal acts, war, terrorism, computer problems, or other such causes. EV reserves the right to withdraw any TP or activity announced. Certain locally hosted tour activities may include meals. Any special meal requests are on a "request-only" basis and cannot be guaranteed. If any portion of these Terms is unenforceable, the remaining portions shall remain in full force and effect. All applications are subject to acceptance by EV in Providence, Rhode Island.
- 13. Photographic Release.** EV reserves the right to take photographic or film records of any of its TPs. You agree that EV may use any such photographic or film records for promotional and/or commercial purposes, and you approve such use by third parties with whom EV may engage in joint marketing, without any remuneration to you. You assign all right, title, and interest you may have in or to any and all media in which your name or likeness might be used to EV.
- 14. Medical and Health.** It is vital that persons with medical problems make them known to EV well before departure. The TP leader has the right to disqualify anyone at any time during the TP if he or she feels the TP passenger is physically or mentally incapable or if continued participation will jeopardize the individual involved or the enjoyment of the group. Refunds are not given under such circumstances. Hospital facilities are often unavailable and evacuation can be prolonged, difficult, and expensive. EV assumes no liability regarding the provision of medical care. You must report any disability requiring special attention to EV at the time the reservation is made.
- 15. Americans with Disabilities Act.** EV will make reasonable efforts to accommodate the special needs of TP passengers. Such passengers, however, should be aware that the Americans with Disabilities Act is inapplicable outside of the United States and facilities outside of the United States for disabled individuals are limited. It is strongly recommended that passengers requiring assistance be accompanied by a companion who is capable of and totally responsible for providing any assistance. EV, nor their personnel or suppliers, may physically lift or assist a TP passenger into transportation vehicles. EV cannot provide special individual assistance to a TP passenger with special needs for walking, dining or other routine activities. To request a wheelchair accessible room on a cruise, the passenger or person sharing the room must have a recognized disability that alters a major life function and requires the use of a mobility device and the accessible features provided in the wheelchair accessible stateroom.
- 16. State Department and CDC Information.** The State Department ([www.travel.state.gov](http://www.travel.state.gov)) and the Centers for Disease Control and Prevention ([www.cdc.gov](http://www.cdc.gov)) periodically issue statements, advisories and warnings about risks to travelers. These statements are country-specific and contain important information. EV urges all passengers to review these sites.

- 17. Responsibilities of TP Members.** TP passengers have certain responsibilities to EV and to other TP passengers. TP passengers are responsible for understanding the conditions of the TP, for selecting a TP in consultation with EV that is appropriate to their interests and abilities, and for preparing for the TP by studying the Itinerary and supplemental TP information sent by EV. It is the responsibility of TP passenger, and not EV, to be in possession of the necessary travel documents and identification for travel.
- 18. Travelling Minors.** Any minor child (under the age of majority) who shall participate in a TP must be accompanied and supervised by an adult during the entire length of the TP. EV will make reasonable efforts to accommodate the special needs of any minor child during the TP. However, EV cannot provide special individual assistance to any minor TP passenger. The adult travel companion shall be responsible for the conduct and care of the minor TP passenger. The minimum age requirement is set forth in your Itinerary.
- 19. Maps & Photos.** Maps shown on TP information provided to you are current at the time of printing and may not reflect actual TP routing should the TP change. Photos shown are reflective of the area(s) visited, but may not be included in the actual TP Itinerary.