

Avalon

01.2023

Reserving or participating in any travel services offered by Group Voyagers, Inc. (authorized to do business as Globus, Cosmos, and Avalon Waterways) acting as tour operator or intermediary in the distribution of products packaged by other tour operators (hereinafter "The Company", "we", "us"), constitutes a contractual agreement between the participant ("you") and The Company and/or the tour operator and is an acknowledgement that you have read, understand, and agree to be bound by these Terms & Conditions ("Terms"), which include a Health & Safety Waiver and any other applicable waivers (see "Waivers" section) for your trip. You must be at least 18 years of age to make a reservation. In all cases, the person making the reservation represents and warrants that all participants have consented to, accepted, and agreed to be bound by these Terms.

The Company (and the tour operator if applicable) reserves the right to update or amend these Terms at any time prior to you making a reservation. The Terms as listed online when completing a reservation are those that control, except to the extent the Terms are superseded by applicable law.

Any payment made to The Company shall be deemed to constitute full acceptance of these Terms, including a Health & Safety Waiver.

GUEST ACKNOWLEDGEMENT

Immediately after making your reservation, you must complete the Guest Acknowledgement process to register for your trip. Completing Guest Acknowledgement is required to confirm your reservation. Services will not be provided if you do not complete Guest Acknowledgement and you will be subject to cancellation fees.

During Guest Acknowledgement, you will be asked to verify the names on the reservation, provide at least one email address for reservation communications, and acknowledge and accept Terms & Conditions and a Health & Safety waiver for your trip.

GROUP RESERVATIONS

Additional Terms & Conditions apply to Group reservations (being a reservation with 8 or more participants). The Company provides these Group Reservation Terms & Conditions at the time the Group reservation is made or upon request. For Travel Agents, the Group Reservation Terms & Conditions are located on the Travel Agent Portal.

DEPOSIT, PAYMENTS, CONFIRMATION & INVOICING PRICING & PRICE GUARANTEE

Prices shown are per person, based on two people sharing a room. Prices do not include airfares, except where noted on specific itineraries, and are subject to change without notice.

Pricing for trips and services are set by the tour operator and are subject to change at any time prior to receipt of full deposit. Once The Company (and / or the tour operator if applicable) processes any payment for services, the price is guaranteed not to increase unless you amend your reservation* (see Errors & Omissions below).

DEPOSIT TO HOLD SPACE

At the time of reservation, a non-refundable, non-transferable, per person, per trip deposit is required. The deposit amount is dependent upon the trip and services booked. See the information below.

FULL PAYMENT

Full payment is required by the final payment date. The final payment date is dependent upon the trip and services booked. See section “Deposit Amounts, Final Payment Dates, & Cancellation Fee Schedules” below.

If you do not pay the full invoice by the final payment date, your reservation and all services on the reservation, will be cancelled, and your deposit, airfare and travel protection premiums will be forfeited.

Travel Protection payments are always non-refundable.

Reservations made after the final payment date require full payment at the time of reservation and will include any late reservation fees.

WAYS TO PAY

The Company accepts payment via check, money order, Visa, MasterCard, Discover/Novus, and American Express.

CONFIRMATION

Your reservation is confirmed when your initial deposit payment is processed. Your invoice, when documented as payment received, is confirmation of services on the reservation.

ACCURACY OF INVOICE DETAILS

You are responsible for providing and verifying full, complete and accurate information for all participants and services at the time of reservation. Under no

circumstances is The Company liable for any errors or omissions in the information provided by you to complete the reservation. If you do not notify The Company of any error within 5 days of making the reservation, you are solely responsible for all fees assessed due to incomplete, erroneous or inaccurate details.

ERRORS & OMISSIONS

*In the event the price listed, quoted, or confirmed is incorrect due to a system error, human error or other error, The Company or the tour operator reserves the right to correct the price and reinvoice you at the correct price.

Deposit Amounts

Deposit amounts listed below are per person and do not include Travel Protection or any deposit or final payment amounts for additional airfare. Deposits and Travel Protection are always non-refundable.

The following require a per person deposit amount of \$500 (USD)

- Trips that include Botswana
- Cruises on the Delfin III
- Cruises on the MS Farah

All other tours and cruises have a per person deposit amount of \$250 (USD)

Final Payment Dates

Final payment dates are determined on days prior to the commencement of services. Reservations that do not include full payment by the final payment date will be cancelled and deposit, plus any travel protection, will be retained.

The following have a final payment date of 180 days prior to the commencement of services

- All trips that include the Ghan Train

The following have a final payment date of 110 days prior to the commencement of services

- All trips that include cruises on Norwegian Cruise Line

The following have a final payment date of 90 days prior to the commencement of services

- All trips that include the following
 - o Avalon Waterways
 - o Galapagos Cruises
 - o Cruises on Iberostar Grand Amazon
 - o Hotel stays on the Galapagos Islands
 - o Trips that include Camino de Santiago
 - o Trips that include Botswana

- o Cruises on the Delfin III
- o Cruises on the MS Farah
- o 2024 cruises on Holland America Cruise Line
- o 2024 Trips that include North America Trains

The following have a final payment date of 75 days prior to the commencement of services

- 2023 Cruises on Holland America Cruise Line

The following have a final payment date of 65 days to the commencement of services

- 2023 Trips that include North America Trains

The following trips have a final payment date of 60 days prior to the commencement of services unless noted otherwise above

- All trips that include the following
 - o South America
 - o South Pacific
 - o Africa
 - o Asia
 - o Cuba
 - o Greece
 - o Israel
 - o Jordan
 - o Egypt
 - o Turkey
 - o Iceland
 - o Escapes by Globus
 - o Independence by Globus
 - o Mamanuca Island Fiji
- All other 2024 Globus and Cosmos North America and Escorted Tours not listed above

The following trips have a final payment date of 45 days prior to the commencement of services unless noted otherwise above

- 2023 Globus and Cosmos Escorted Tours unless listed differently above

Cancellation Fee Schedule

Cancellation fees are calculated based on the days prior to the commencement of services in which notification is received. Cancellation fees include all services on the reservation, except Travel Protection , which is always non-refundable.

All 2024 tours and cruises have the following cancellation fee schedule

Cancellation Fees: (% of total price)

- Final Payment Date – 30 days: 50%

- 29 – 1 days: 80%
- Day of departure or later: 100%

All 2023 tours and cruises have the following cancellation fee schedules

Avalon Waterways^, Botswana, Cruises on the Delfin III and MS Farah, Galapagos Cruises, Cruises on Iberostar Grand Amazon, hotel stays on the Galapagos Islands,

Avalon Waterways, and Vacations that include Camino de Santiago

Cancellation Fees: (% of total price)

- 90 – 60: 35%
- 59-30: 50%
- 29-1: 80%
- <1: 100%

Greece, Israel Jordan, Egypt, Turkey Iceland, Escapes by Globus

Cancellation Fees: (% of total price)

- 60-31: 50%
- 30-1: 90%
- <1: 100%

Holland America Cruise Line

Cancellation Fees: (% of total price)

- 75-57: 20%
- 56-29: 50%
- 28-16: 75%
- <16: 100%

Ghan Train

Cancellation Fees: (% of total price)

- 180-120: 10%
- 119-61: 20%
- 60-46: 30%
- 45-1: 50%
- <1: 100%

Mamanuca Island Fiji

Cancellation Fees: (% of total price)

- 60-22: 25%
- 21-15: 50%
- 14-7: 75%
- <7: 100%

North America Trains

Cancellation Fees: (% of total price)

- 65-47: 50%
- <47: 100%

Norwegian Cruise Line

Cancellation Fees: (% of total price)

- 110-75: 20%
- 74-61: 50%
- 60-8: 75%
- <8: 100%

Globus and Cosmos Escorted Tours[^], South America[^], South Pacific[^], Africa[^], Asia[^], Cuba

Cancellation Fees: (% of total price)

- Final Payment date-22: 20%
- 21-8: 30%
- 7-1: 50%
- <1: 100%

[^] Unless specified differently by destination or service

REVISION FEES

ON OR BEFORE FINAL PAYMENT DATE

All revisions to a reservation will incur a minimum \$30 per person fee plus any airline change fees (minimum \$300 per participant up to full airfare amount). These fees are non-refundable.

AFTER THE FINAL PAYMENT DATE

Any change to a participant's name, trip date, or itinerary after the final payment date is treated as a full cancellation and new reservation. All cancellation fees apply in these instances. All other revisions apply the same revision fee as above.

NOT INCLUDED IN PRICING

Unless specifically noted in your trip itinerary, the following is not included in your reservation.

- airfare to and from the start of your trip;
- intra-trip air, unless specified in the itinerary;
- airline baggage fees, including checked and/or excess baggage fees;
- Federal inspection fees for U.S. Immigrations & Customs; International Air Transportation tax;
- agricultural tax;
- other per-person taxes imposed by government entities;

- airport taxes and fees, including the September 11th Security fee up to \$11.20 per person, participant facility charges up to \$18 per person, Federal domestic flight segment fees up to \$4.10 per segment, and U.S. and international arrival and departure and other government-imposed fees added by the airline and applicable at time of reservation; ^
- port taxes;
- passports; visas; vaccinations;
- gratuities to your Tour Director, Cruise Director, Local Host®, driver, Local Guides, and/or ship's crew; gratuities on ferries, trains, and cruise ships;
- laundry; telephone; minibar;
- entry/exit fees at airports;
- alcohol, beverages, and food outside of the contracted menu as presented at a hotel or restaurant or on board your vessel (these extra items will be billed to you before leaving the hotel, ship, or restaurant);
- airport transfers (unless on qualifying flights);
- optional excursions;
- portage at airports and train stations;
- portage at hotels on Cosmos; exceptions exist on select tours based on hotel facilities and operational necessity.
- Travel Protection;

^ These fees are included in the price of airfare purchased through The Company

AIR INCLUSIVE DEPOSIT AMOUNTS, FINAL PAYMENT DATES & CANCELLATION FEE SCHEDULES

AIRFARE & FLIGHTS

Air reservations are available through The Company only for travel originating from the United States..

AIRFARE CONTRACT

All airlines are independent from The Company; The Company does not own, manage or operate any air carrier or aircraft.

Your airline ticket is a contract between you and the air carrier only, even if you purchase through The Company. By purchasing your air services through The Company, you waive all liability for The Company for such air services, to the extent allowable under applicable law.

AIRFARE OPTIONS

Flex-Air, Instant Purchase Air and Intra-Trip Air:

- Flex-Air allows flexibility if you want to make changes to your trip schedule with lower revision fees.

- Instant Purchase Air may offer additional airline options, but has more restrictions, may be non-refundable and/or have higher revision fees.
- Intra-Trip Air: Intra-trip air may be Flex-Air or Instant Purchase Air depending on the product. This will be explained at the time the reservation is made.

Depending on product and destination, some trips may only offer one air option.

AIR INCLUSIVE TRIPS

Additional per person, non-refundable, non-transferable deposits and payments are required for your international flights and/or for intra-trip air. These are in addition to the deposits and payments above. Air-inclusive trip pricing is guaranteed upon receipt of deposit or payment in full for the entire reservation as specified in the information below. Air services are subject to the carrier's terms and conditions, to these Terms, and to any applicable law.

International Air

Flex Air:

Deposit Amount: \$300 up to the full ticket amount (USD)

Final Payment Date: Per product schedule above days

Cancellation Fees: (% of total price)

- \$300 up to the full ticket amount

Instant Purchase Air:

Deposit Amount: Full ticket amount at time of reservation + processing fee* (USD)

Final Payment Date: At time of reservation

Cancellation Fees: (% of total price)

- 100% including processing fee* applicable 24 hours after purchase.

Intra-Trip Air

The following applies to Intra-Trip Air in South America, Asia, South Pacific, and Africa.

Deposit Amount: \$250 (USD)

Final Payment Date: Per product schedule above

Cancellation Fees: (% of total price)

- Per product schedule above

PROCESSING FEE

* Processing fees per person: \$30 North & Central America; \$50 Europe/Middle East; \$80 for all other destinations. These fees are always non-refundable.

AIRFARE FEES

After your airfare is booked, any revisions you make may incur fees. This includes correcting errors in your information or services (names, dates, schedules, class of service, airlines, other). At the time of request, fees are applied and payable immediately. The Company is not liable for necessary amendments due to errors in information provided by you. See “Accuracy of Invoice Details” above for your responsibilities and liability.

AIR ROUTINGS

Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.

AIRLINE MILEAGE ACCRUAL

Frequent Flyer mileage accrual is at the discretion of the airline(s), and is not always granted for airfare purchased through The Company. The Company has no liability if accrual is denied and/or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased through The Company using frequent flyer miles, status or certificates. This is at the sole discretion of the airlines. Cancellation fees, as noted above, will apply to all airfare, regardless of accrual grants.

SEAT ASSIGNMENTS

Seat assignments are not guaranteed even after they are assigned and The Company has no control over airline seat assignments. Airlines, the tour operator if applicable, and The Company reserve the right to change seat assignments at any time without notice, for any reason. Most airlines charge a fee to pre book a seat.

AIRFARE SCHEDULE CHANGES

Unless provided for in these Terms or under applicable law, The Company is not responsible or liable for any airline cancellations, schedule changes or delays. Prior to check-in, for airfare purchased through The Company, The Company may be able to assist if you are rescheduled, delayed or cancelled. After you check-in, The Company can no longer assist you and you must work with the airline directly to arrive at your destination. The Company is not liable for expenses you incur if you miss your flight or flight connection.

For air purchased through The Company, if any air schedule requires an overnight stay in a gateway city, The Company can assist you with hotel reservations; however, the cost of the overnight stay (including, but not limited to, hotel and meals) is your expense.

Any amendments you make voluntarily to your air or air schedule may incur change fees or additional charges up to the full ticket price. These are your responsibility to pay.

TRANSPORTATION SECURITY ADMINISTRATION (TSA) INFORMATION

At the time of air reservation through The Company, you are required to provide all Transportation Security Administration (TSA) information. This information includes full name, date of birth, gender and redress number (if available) for all participants. We submit information to the U.S. Department of Homeland Security. Reservations without this information are not processed and an air reservation will not be secured.

MAKING YOUR OWN FLIGHT ARRANGEMENTS

If you make your own flight arrangements, The Company is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. It is best to avoid airline tickets with high change fees.

PARTICIPATION ELIGIBILITY & REDUCTIONS

The minimum age to participate in any Globus and Cosmos travel service is 5 years of age and the minimum age for Avalon Waterways is 8 years of age, unless otherwise specified in the information below. An adult must accompany participants under 18 years of age (“minors”) on all services, including the sharing of accommodations. You are responsible for the behavior, security and supervision of all minors on your reservation.

RESTRICTIONS & MINIMUM AGE

Minimum Age

- Vacations that include Camino de Santiago: 12
- Victoria Falls Safari Club & Ngoma Safari Lodge: 10
- Chobe Princess: 7
- Elephant Valley Lodge, Kadizora Camp, Saguni Safari Lodge: 6
- Iberostar Grand Amazon: 10
- Sydney Harbor New Year’s Eve Cruise: 18
- Las Vegas: At least one participant must be 21 or older
- Holland America or Norwegian Cruises: At least one participant must be 21 or older
- Independence by Globus: 2

REDUCTIONS

Price reductions may be available to minors (see chart below). Reductions only apply when sharing accommodations with two adults using existing beds.

Additional beds, if available, are at the discretion of the hotel with costs billed directly to you at checkout. You are solely responsible for these costs.

Reductions are off the base land price only and do not include airfare. Final reductions are quoted with your reservation.

REDUCTION AMOUNTS & EXCEPTIONS

South America:

- No reduction on Galapagos cruises or Galapagos hotel stays; cruises on Iberostar Grand Amazon

Avalon Waterways:

- No reductions

Independence by Globus:

- 2-17: 10%

Escorted Globus & Cosmos:

- 5-17: 10%

Escapes by Globus:

- No reductions

CANCELLATIONS & REFUNDS

PARTICIPANT CANCELLATIONS

You may cancel your reservation by notifying The Company (and/or the tour operator if applicable). Calculation of cancellation amounts includes all services and fees on the invoice based on the number of days prior to departure by which we receive the notification. See the information above.

CANCELLATIONS BY THE COMPANY OR THE TOUR OPERATOR

To the extent permitted by applicable law, The Company, or the tour operator if applicable, reserve the right to cancel or reschedule any trip departure for any reason, including insufficient demand, strikes, lockouts, riots, stoppage of labor or Force Majeure Event (see under "Force Majeure").

In the event of a cancellation by The Company (or tour operator if applicable) prior to departure for reasons excluding Force Majeure (see section "Force Majeure"),

The Company, on behalf of the tour operator if applicable, will try, at your discretion, to rebook the same trip with a different departure date, or a similar trip, but there is no guarantee of availability. The Company, on behalf of the tour operator if applicable, will refund the difference in price if the alternate is lower. You are responsible for additional costs if the alternate is higher. If this rebooking option is not acceptable to you, The Company's only responsibility is refunding you the amounts paid by you for the reservation.

In the event of a cancellation by The Company (on behalf of or by the tour operator if applicable) prior to departure or during your trip for conditions under Force Majeure (see section "Force Majeure"), The Company (on behalf of the tour operator if applicable) will provide a future travel/booking credit for the portion of your trip impacted. Future travel/booking credit will be redeemable for travel with The Company or the tour operator if applicable for one year past your original trip start date. If a future travel/booking credit is not acceptable to you, in the majority of Force Majeure situations, you can notify the company within 21 days of advisement and you will be refunded the amounts paid by you for the portion of your trip impacted. If you do not notify the Company and/or the tour operator if applicable within 21 days of advisement, a refund is no longer available.

The Company is not liable or responsible for any arrangements made independently of The Company. The Company assumes no responsibility for costs or fees you incur for independent arrangements not booked through The Company, inclusive of, but not limited to, airline, hotel, excursion and travel protection related charges.

REFUNDS

Any request for refunds is subject to these Terms and subject to approval from the tour operator if applicable.

Airport Transfers

Airport transfers are complimentary (excluding North America) with air booked through The Company on qualifying flights and dates. Not all flights or dates qualify. No cash equivalent or trip price reduction is given if you do not use, or desire, the included transfers. Airport transfers are not available in North America unless otherwise specified in the itinerary.

Private Touring

Changes made en route at your discretion to tour features, timings, or tour services (e.g. meals, included sightseeing, etc...) are not refundable nor exchangeable for other services.

Unused Services

No refunds will be issued for unused services (late arrivals, temporary absences from your trip or early departures), for unused transportation where group activity tickets are involved, or for voluntary modifications made by you.

SUBJECT TO CHANGE ITINERARIES

The Company (and/or the tour operator if applicable) will notify you via email when the final itinerary is available for departures advertised with “subject to itinerary modifications”.

FORCE MAJEURE

To the extent permitted by applicable law, in the event of a Force Majeure Event (as defined below), The Company (and/or the tour operator if applicable) shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

Unless provided for in these Terms or under applicable law, The Company (and/or the tour operator if applicable) assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God or any other condition outside The Company’s responsibility, the tour operator’s control (Force Majeure Event), including without limitation:

- Fire
- Landslides
- Volcanic eruption
- Inclement weather
- Environmental pollution or contamination
- Earthquake
- Low or high water levels
- Flood
- Water or power shortages or failures
- Tropical storms or hurricanes
- Riots or civil commissions or disturbances or any other acts of similar nature
- Sabotage
- Strikes of labor disruptions
- Arrests
- Restraint of rulers or peoples
- Expropriations
- Acts of terrorism
- War
- Insurrection
- Quarantine restrictions
- Government health advisories or warnings or alerts of any kind of nature, including, but not limited to, warnings or regulations due to an epidemic/pandemic
- Government seizures
- Refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization
- Damages to its facilities or the travel supplier and its facilities

- Or any other unforeseen circumstances or any other factors unforeseen by The Company, or the tour operator if applicable, that adversely affects or hampers its ability to fulfil any of its contractual conditions.

If The Company, or the tour operator if applicable, cancels or reschedules a trip departure due to a Force Majeure Event, the cancellation and refund terms in this agreement shall apply.

Unless otherwise required by applicable law, The Company will not be responsible for paying any costs or expenses you may incur as a result of a delay or a cancellation due to a Force Majeure Event.

SPECIAL NEEDS & PARTICIPATION REQUIREMENTS

Any special requirements or disabilities must be disclosed to The Company at time of reservation, or if such requirements arise after the reservation, as soon as such requirements are or reasonably should be known by the participant. If The Company or the tour operator if applicable have not received disclosure of requirements or disabilities that require reasonable accommodations for accessibility, and/or if your participation poses a threat to the safety or health to self or others, The Company (or the tour operator if applicable) may be unable to accommodate you for part or all of the Tour, Cruise or any services provided in connection with the Tour.

AMERICANS WITH DISABILITY ACT

The Americans with Disability Act is only applicable in the United States. Facilities and services for disabled individuals are limited outside its jurisdiction. Outside the United States, countries often do not have similar disability laws or regulations and The Company is not liable for denial of services by air carriers, hotels, restaurants or other independent suppliers.

SUITABILITY & ACCESSIBILITY

Certain activities or venues may be limited or inaccessible to you if your mobility is limited in any manner. Many excursions and sightseeing involve extended periods of walking and standing often on uneven pavement or surfaces, and may include staircases, paths, walkways, or locations that are narrow or inaccessible or of limited accessibility by wheelchair.

You are responsible for assessing if the itinerary is suitable for all participants on the reservation. We recommend you contact The Company prior to making a reservation to determine what reasonable assistance might be available.

The Company (or the tour operator if applicable) will make reasonable efforts to accommodate special needs but cannot guarantee that it can accommodate in all cases.

No refunds are provided for missed services or activities due to your inability to fully participate with the group, including keeping pace with the group, if conditions requiring assistance are not known to The Company at the time of reservation or when reasonably known by the participant.

PERSONAL SERVICES

The Company (or the tour operator if applicable) do not provide personal services or individual assistants to trip participants. Our staff and the Service Providers are not required or trained to assist with personal tasks. This includes eating, dressing, toileting, lifting or pushing a wheelchair, walking, getting on or off transportation, or other personal needs. If you need such assistance, we strongly recommend you have a physically-able companion accompany you.

WHEELCHAIRS

You must notify The Company at the time of reservation if you are traveling with a wheelchair, or if the need for a wheelchair arises after the reservation, then as soon as that need is known.

Outside of the United States, you must be able to walk up/down steps (for motorcoaches) and on ramps without a wheelchair or walker for cruises. Outside the United States, motorcoach entrances and gangways/ramps may not be wide enough or equipped to accommodate these items.

The Company (on behalf of the tour operator if applicable) may allow collapsible wheelchairs that fit within the restrictions (1030mm/40.55" length x 555mm/21.85" width) when travel with a wheelchair is disclosed to The Company.

You are responsible for storage (e.g. in your room) and maintenance of any permissible wheelchair.

MOTORIZED SCOOTERS

For trips outside the United States, motorized scooters are not permitted and cannot be accommodated on services provided by The Company (or the tour operator if applicable). If you arrive with a motorized scooter, you will be responsible for its alternate transportation arrangements to your end destination at your expense.

For trips within the United States, we will attempt to reasonably accommodate motorized scooters. We require notice at time of reservation to arrange services in accordance with the ADA, or if the need for such services arises after reservation, as soon as the need is known.

AUTHORITY TO REMOVE OR REFUSE PARTICIPANTS

In the sole discretion of The Company, the tour operator, the Ship's Operator or Captain, The Company and/or the tour operator if applicable may refuse transport to you or may require you to leave the tour or disembark if it is reasonably believed that you

- are dangerous to others or to yourself;
- have engaged in, are engaged in, or are threatening to engage in behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other participants, suppliers (including Service Providers), the tour operator, The Company representatives, or crew members, including, but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene;
- have failed or refused to follow, or are failing or refusing to follow The Company's or the tour operator's rules and procedures or the instructions of The Company, the tour operator, its representatives, the Captain, or the crew members.

In the event you are removed, you may be left at any city, port or place the motorcoach stops at or the ship calls without any liability to The Company, the tour operator, or its representatives. The Company (on behalf of the tour operator if applicable) shall not be required to refund any portion of the fare paid by you if you are removed pursuant to this section.

In the event you are removed, The Company or the tour operator will not be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by you. The Company and the tour operator if applicable shall be entitled to recover from you any costs or expenses incurred by The Company, its representatives, the tour operator, or the crewmembers in your removal or the exercise or enforcement of this clause.

INFORMATION REQUIRED FOR RESERVATION & TRAVEL

As a condition of reservation, you must provide information requested by The Company and/or the tour operator if applicable along with your initial payment. The Company (on behalf of the tour operator if applicable) reserves the right to cancel your reservation and all services, and retain all related cancellation fees, if your information is incomplete or inaccurate. Your personal data secured for your reservation is used to process your services with our Service Providers. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws are less stringent than those of the United States of America. This may include requirements to pass details to Service Providers as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obliged to by law.

By making a reservation via The Company

- you consent to The Company storing, using, and transferring on this data to other third parties (including third parties outside your home country) for the purposes as stated above
- you indemnify and hold harmless The Company and its affiliates in respect of The Company for storing, using and transferring this data as described above.

See The Company Privacy Policy for more information on usage of your data.

<https://www.globusfamily.com/privacy.html>

INFORMATION REQUIRED

- Full name as per government issued ID with which you will travel
- Address
- Date of birth
- Full passport details
- Email address
- Credit card information
- Disabilities
- Medical conditions
- Dietary restrictions you make known to The Company or the tour operator if applicable
- Emergency contact (non-participant)
- On tour contact information (mobile phone or email address)
- If any additional information is required, it will be requested from you with your reservation.

ON TRIP EXPERIENCE

BAGGAGE: SIZE, WEIGHT, QUANTITY & RESTRICTIONS

ALLOWANCE

Hotel portage (where available) for one bag per participant is included in the price on Globus and Avalon. Additional bags, if space is available, are charged extra and payable to the Tour or Cruise Director. If no space is available, you are responsible for arrangements for your extra bag(s) from location to location at your expense.

Porterage is not included at train stations or at airports. Additionally, porterage is not included at hotel on Cosmos; exceptions exist on select tours based on hotel facilities and operational necessity.

RESTRICTIONS

For Travel via The Company:

- Dimensions: 30" x 21" x 11" / 76cm x 53cm x 28cm maximum
- Weight: 50lbs / 22kg maximum

Motorcoach Carry-on:

- Carry-on bags must be small enough to store in overhead bins or under the seat in front of you.
- Dimensions: 12"x11"x 6" / 30cm x 28 cm x 15 cm maximum.
- For safety reasons, wheeled carry-on bags are not permitted.

For Asia Trips with Intra-Trip Air:

- Weight: 44lbs / 20kg maximum.
- Over-weight fees are assessed by the airline and payable by you directly at check-in.

For India Trips with Intra-Trip Air:

- Weight: 35lbs / 15kg maximum.
- Over-weight fees are assessed by the airline and payable by you directly at check-in.

For Trips to Botswana's Okavango Delta:

- Dimensions: 26" x 12" x 10" / 66cm x 30cm x 25cm maximum
- Weight: 44lbs / 20kg maximum including hand luggage
- Baggage must be soft sided

For Trips to South Africa, Zimbabwe, and Chobe National Park:

- Dimensions: 30" x 21" x 11" / 76cm x 53cm x 28cm maximum
- Weight: 44lbs / 20kg maximum

For Trips to Kenya and Tanzania:

- Dimensions: 30" x 21" x 11" / 76cm x 53cm x 28cm maximum
- Weight: 33lbs / 15kg maximum
- Baggage must be soft sided

Independent Airlines:

- All airlines have their own baggage policies and restrictions. These can be found on the carrier's website or at www.iflybags.com. Baggage fees are not included in airfare price and The Company is not liable for any additional fees. You are required to pay all fees directly to the airline at check-in.

DAMAGE & LIABILITY

Except as provided by applicable law, The Company (and/or the tour operator if applicable) has no responsibility for loss or damage to any baggage or personal belongings throughout the trip. We recommend you purchase baggage insurance.

DIETARY REQUESTS

ON AVALON WATERWAYS

Avalon Waterways will attempt to honor dietary requests when possible.

GENERAL TOURING

Outside the United States, special dietary or meal requests cannot be processed and are subject to availability at the hotel or venue. There is no guarantee of availability and The Company or the tour operator if applicable has no liability for availability. Within the United States, reasonable accommodations will be made providing that The Company or the tour operator if applicable receives reasonable notice of such needs in advance of departure.

When available, special requests are at the venue's discretion. Any additional charge for the request is payable by you directly to the venue at the time of service.

ELEVATORS

Some ships and hotels have elevators, but many small ships do not. If you require an elevator, inquire before making a reservation.

ENGLISH

All Tour / Cruise Directors, Local Hosts®, Local Guides, and ships' crews speak English, and all trip commentary and instruction are conducted in English only. For safety, maximum enjoyment and understanding, you must be able to read, understand, and speak English.

GRATUITIES

Gratuities are included for wait staff at included meals (excluding hotel meals in Europe), and portage at hotels for one suitcase per person during the land stay of your trip (except on Cosmos); exceptions exist on select tours based on hotel facilities and operational necessity.

Gratuities for your Tour / Cruise Director, Local Hosts®, Local Guides, driver, and ship's crew are not included in the trip price (unless otherwise noted in pricing details) and are discretionary.

HOLIDAYS, SPECIAL EVENTS & VENUE CLOSURES

At times, venues are limited or not available due to local holidays, events or various seasons. The Company and/or the tour operator if applicable will indicate known closures in the itinerary or advisements, but not all closures are known in advance. The Company (or the tour operator if applicable) is not liable for venue availability. The Company (on behalf of the tour operator if applicable) will offer alternatives when possible.

INSECTICIDE

Some countries may require aircraft cabin insecticide treatment for inbound foreign flights. For more information about aircraft disinfection requirements and a list of countries requiring disinfection of inbound flights, visit <https://www.transportation.gov/airconsumer/spray>

ITINERARY TIMINGS

Itinerary timings are not guaranteed and are subject to change. No refunds are provided for changes to itinerary timings.

OPTIONAL EXCURSIONS

Optional excursions are not included in your reservation. Optional excursions are provided by independent third-party operators ("Excursion Operators"). The Excursion Operators may render services subject to separate and additional terms and conditions, or may require you to execute additional documents, waivers, or releases. It is agreed and understood by you that any assumptions of liability, waivers, or releases that are part of the Excursion Operators' terms & conditions, and any terms that are required by such Excursion Operators will also inure to the benefit of The Company or the tour operator if applicable.

Optional excursions purchased via The Company are subject to separate terms and conditions which are available during booking.

For operational reasons, not all optional excursions listed in the itinerary, in print, online, or in Travel Documents may be available during your trip. Your Tour / Cruise Director will advise of availability as applicable.

PHOTOGRAPHS & PICTURES

Photographs or pictures appearing in the brochure or on the website are solely intended as examples of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Maps shown are current at the time of publication and may not reflect the actual routing should the itinerary change.

POSSESSION OF DRUGS

Any carriage or possession of illegal drugs will result in immediate termination of your trip.

You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

PUNCTUALITY ON TRIP

The Company (and/or the tour operator if applicable) is not responsible for any losses, including missed sightseeing, meals, inclusions, optional excursions, or having to make alternate transportation or lodging arrangements, if you fail to meet the representatives at assigned timings and places/pick-up points while on trip. The Company (on behalf of the tour operator if applicable) will not refund nor cover any cost or expenses incurred, or compensate for any missed inclusions or optional excursions claimed, due to your inability to maintain punctuality.

SMOKING

Smoking is not allowed on transportation that is exclusively provided via The Company. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or any other smoking or vaping device. You are responsible to abide by and adhere to Service Provider's terms & conditions, including as they relate to smoking. This includes, but is not limited to, smoking only in designated sections of vessels, hotels or restaurants.

SMOKING AND HOTEL ROOMS

The Company (or the tour operator) assist in contracting non-smoking rooms. Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but The Company and the tour operator if applicable cannot guarantee availability. Smoking in a non-smoking room will be subject to all costs payable directly to the hotel by you.

Guarantee Share rooms are non-smoking.

WI-FI ON TRANSPORTATION PROVIDED VIA THE COMPANY

Wi-Fi, when available on transportation provided via The Company, is supplied by an independent third party with separate Terms & Conditions, Privacy Policies and Data Usage agreements.

The Company is not liable for the speed, reliability, or security of Wi-Fi available on transportation provided via The Company. Connectivity is not guaranteed.

SAFETY & MEDICAL CARE

Certain risks and dangers may arise beyond our control, including but not limited to:

- the hazards of traveling in undeveloped areas;
- travel by boat, train, automobile, aircraft, or other means of transportation;
- forces of nature;
- political unrest;
- acts of lawlessness or terrorism;
- accident or illness in remote regions without means of rapid evacuation or availability of medical facilities.

The Company (or the tour operator if applicable) will have no liability to you regarding the provision of medical care or the adequacy of any care that may be rendered. While The Company (or the tour operator if applicable) will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a trip and/or optional excursions, you agree that you will indemnify and hold harmless The Company (or the tour operator if applicable) regarding the provision of medical care or the adequacy of any care rendered.

The Company is not responsible for such risks and dangers that may arise beyond its control. Payment of your trip indicates you accept these risks and dangers and agree to hold The Company and the tour operator if applicable harmless for them.

Government Travel Sites

The U.S. State Department periodically issues and updates travel warnings and travel alerts for U.S. citizens travelling domestically and abroad. It is your responsibility to review the current information on travel and security when making plans to travel with The Company (or the tour operator if applicable). You are responsible for evaluation the travel information and your acceptance of risk of travel prior to making a reservation. Visit <http://travel.state.gov> for travel information. By making a reservation via The Company, you acknowledge you are aware of the travel information advised by the government of your citizenship.

ILLNESS

The Company, the tour operator, the Ship's Operator or Captain reserve the right to remove or quarantine you if you show signs of illness, or pose a threat to the safety and health of other participants. Removal or quarantine for any health, safety, or behavior-related assessment is at the sole discretion of The Company, the tour operator, the Ship's Operator or Captain. Any costs incurred for medical assessments, diagnosis, and/or any other medically-related charges are your responsibility to pay and are due at time of services.

You will be allowed to rejoin the trip with confirmed medical certification from a licensed health practitioner indicating fitness to travel without causing harm or posing a safety or health risk to other guests.

MEDICAL PERSONNEL

No medical personnel travels with your group or is present on board the vessels. The Company and the tour operator if applicable cannot guarantee the availability of medical facilities or for the quality of the care or services. Any medical attention you require while traveling with The Company and/or the tour operator must be sought through a local medical facility, if/when available, for diagnosis. All related charges are at your expense.

MOTORCOACH SAFETY

You are responsible for wearing your seatbelt when provided. The Company, the tour operator and Service Providers are not liable for any injury, loss, damages, fines, claims, or death resulting from any accident or incident if you were not wearing your seatbelt at the time of the accident or incident when the motorcoach was equipped with them.

You are responsible for following the safety instructions provided to you. You are responsible for regulations for safety when accompanying minors. The Company (or tour operator of applicable) does not provide child safety devices.

PREGNANT GUESTS

The Company, the tour operator, and the Service Providers do not have specialized facilities and/or treatments required for childbirth, prenatal, or early infant care on board the cruise ships, nor may those facilities be available at ports of call or on land stays. You should consider the risks of traveling where necessary medical care for pregnancy may not be available and may not be reachable in a timely manner to address potential medical complications, problems, and emergencies that can occur during pregnancy.

WEAPONS

Weapons are not permitted. This includes firearms, knives, mace, brass knuckles, and weapons of any other type

HOTELS & CABINS

Hotels are listed in the accommodation section of our website and in our brochure.

AIR-CONDITIONING

Air-conditioning in hotels is not guaranteed, and its availability depends on local and national laws/regulations. Though hotels may have air-conditioning as a listed amenity, its usage is often unavailable at night or in the off-season. The Company (or the tour operator if applicable) has no control over air-conditioning at hotels.

CHECK-IN TIMES

The Company (on behalf of the tour operator if applicable) does not secure early check-in (unless specifically noted in an itinerary). Check-in times vary worldwide and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

CRUISE STATEROOMS

Unless available and selected during the reservation process, staterooms are assigned upon embarkation. On Avalon Waterways cruises, The Company (or the tour operator if applicable) reserve the right to change your cabin when necessary. Upgrades must be purchased in advance of departure; there is no guarantee of upgrade availability if not purchased in advance.

HOTEL CHANGES

Hotels are not guaranteed. The Company (or the tour operator if applicable) reserves the right to substitute hotels of similar standards at our discretion. No refunds are provided for hotel changes. Should you wish to cancel your reservation because of a hotel change, full cancellation fees apply.

HOTEL REWARD POINTS

Hotel rewards/points cannot be earned or redeemed with hotels contracted by The Company and/or the tour operator if applicable.

Hotel Property Compliance

You have obligations and responsibilities when staying in accommodations provided via The Company or by the tour operator if applicable. By agreeing to these Terms, you are agreeing to the following:

- You agree to not invite into the hotel, whether common areas or your room, any person whose behavior is likely to be disruptive either to the hotel property or other guests.
- You agree to not bring in and beverages or food from outside sources, unless clearly permitted in advance by the hotel. This includes common areas as well as your room.

- You agree to not disrupt or interfere with the operations of the hotel, including its staff.
- You agree to comply with all safety regulations within the hotel, including staff and emergency personnel.
- You agree to submit upon check-in a valid credit card which will be authorized for payment of incidentals you utilize during your stay, including but not limited to, room service, bar or restaurant services (outside the services provided within the itinerary), movies, mini-bar or portage services.

Failure to comply with hotel policies and regulations may result in the hotel requesting you leave the premises without compensation or refund. Furthermore, you are liable for all damage caused by you or anyone whom you invite on the property, and you are responsible for all costs arising from such damage and/or failure to comply with the above policies.

Room Configuration

The Company (or the tour operator if applicable) contracts standard, twin-bedded rooms (two separate beds per room). Double-bedded rooms (one bed per room) are not guaranteed but may be indicated as a preference during the reservation. Assignment of rooms is at the hotel's discretion and not controlled by The Company (or the tour operator if applicable).

SINGLES

Single supplements ensure your own room but not the number of beds in a room. Single rooms are generally smaller in size and may be less conveniently located.

TRIPLE ROOMS

Availability of triple rooms at hotels varies by itinerary. Triple rooms/cabins are not available on Avalon Waterways.

Triple rooms accommodate three people, but do not guarantee three separate beds. An additional bed, if available, is at the hotel's discretion and may be a roll-away bed put in for the night or a convertible sofa. If existing beds accommodate three people, and you request something additional, payment of the additional bed is payable by you directly to the hotel at checkout.

GUARANTEED SHARES

Guaranteed Share accommodations will be monitored and available only within state, federal and country regulations and may not be available at time of travel. Guaranteed Share accommodations are only available on Cosmos Europe, Cosmos North America and Cosmos South America (without extensions).

GUARANTEED SHARE MATCH

By selecting a share accommodation, you are authorizing The Company (and/or the tour operator if applicable) to match you with another participant as your roommate for the duration of your trip. The roommate pairing will be of the same sex and roommates will be assigned at time of travel. If no roommate pairing is available, The Company (or the tour operator if applicable) will cover the single supplement. Share accommodations are not available on all trips.

GUARANTEED SHARE LIABILITY, DISPUTES & INCOMPATIBILITY

The Company (or the tour operator if applicable) is not liable for any roommate pairing compatibility and, by accepting and purchasing a share accommodation, you waive any claims against The Company (and/or the tour operator if applicable) and assume all inherent risks in being assigned a roommate.

The Company (and/or the tour operator if applicable) is not responsible for any disputes between roommates (such as sleep patterns, snoring, noise, air-conditioning or other such personal comfort requirements, etc.). Any dispute between roommates is your responsibility to resolve. During the trip, alternate single arrangements, if available, may be secured but are never guaranteed. You are responsible for covering any extra expenses resulting from changing your rooming arrangements on trip. Payment in full will be required immediately upon securing new accommodations.

TRANSPORTATION

ALCOHOL

Alcohol consumption is not permitted on any motorcoaches.

RAIL & AIR SERVICES

If included rail or air services are unavailable, alternate services are provided at the expense of The Company (or the tour operator if applicable).

SEAT ROTATION

For touring with Globus and Cosmos, The Company (or the tour operator if applicable) follows a mandatory, daily seat rotation on motorcoaches for all participants following recommendations by state, federal and country government agencies. Seat rotation may not be available in all instances.

TRANSFERS

Transfers are provided by independent third-party transportation companies. Airport transfers for Globus and Cosmos are often group transfers operated by motorcoach and may have pre-set departure times.

The Company (and/or the tour operator if applicable). is not responsible for flight delays, delays in immigration or customs, delays due to lost baggage, or for any reason beyond our control if you miss your transfer. Missed transfers are non-refundable. Transfers are not provided in North America.

RIVER CRUISING CARRIER TERMS

On board an Avalon Waterways river cruise, you are also subject to the Terms & Conditions of the Carrier. Carrier Terms & Conditions are available for each Avalon ship upon request or on the AvalonWaterways.com website.

CRUISE ITINERARY CHANGES & CANCELLATIONS – EXCLUSION OF LIABILITY

The Company, the tour operator, the Ship's Operator or Captain reserve the right to operate part of or all an itinerary by substitute vessel, motorcoach or hotel accommodation in the event of water level problems on stretches of any waterway, technical problems of any nature, severe weather, flooding, fire, drought, earthquake, explosion, peril of navigation, industrial action, civil unrest, war, government order or act, operational requirements, or any circumstances beyond the reasonable control of The Company (or the tour operator if applicable).

The Company (or the tour operator if applicable) reserves the right to change the itinerary whenever conditions, in the opinion of the Master of the Ship or local waterways regulations, render it advisable or necessary.

DOUBLE DOCKING

Docking positions at each port are assigned by local authorities. River cruise companies have no control over where they can dock. This can sometimes result in double-docking - when more than one ship is assigned to the same dock and the ships are rafted together, temporarily obstructing the view. When double-docked you might be required to pass through another vessel to embark or disembark. In those cases, you will have to follow the instructions given by the Master or the crew of the vessel you will pass through. The Company (or the tour operator if applicable) will not be responsible for any inconvenience or injury sustained as a consequence of embarking or disembarking not under the direct control of The Company (or the tour operator if applicable) for reasons of such assignment.

RIVER, CANAL, LOCK & DOCK MAINTENANCE

River and other local authorities often need to carry out repair or maintenance work on the river or canal banks, stretches of river or canal, bridges, locks or docks, or other areas that may impede river cruise travel. This is frequently undertaken with

little or no advance notice to river cruise operators, and can cause The Company (or the tour operator if applicable) to make changes to the published itinerary or to operate part of the itinerary by substitute vessel, motorcoach or hotel accommodation with little to no advance notice. These events are beyond our control, and The Company (and/or the tour operator if applicable) will not be responsible for any loss, expense, or inconvenience caused by reasons of such changes.

TRIP DOCUMENTS

It is your responsibility to obtain and have in your possession proper and valid documentation required for entry and departure for each country you travel. You are solely responsible for the cost incurred during travel for missing, incomplete or defective documentation. The Company (and/or the tour operator if applicable) is not liable for any loss or expense incurred due to loss, damage, or errant entry, exit or travel documentation.

DOCUMENTS FOR MINORS

Due to heightened security, many countries have adopted practices to prevent international abductions of children. It is your responsibility to know, understand and ensure you have the proper documentation for traveling with minors.

GUEST COMMUNICATIONS

The Company will send invoices, hotel lists, travel advice, and other information to the email address provided when making the reservation. A full travel packet is available electronically 2-3 weeks prior to departure.

MEMBER CERTIFICATE

Acceptance on your trip is subject to presentation of the Tour/Cruise Participant Certificate, which will be available in your final Documents.

PASSPORTS

You must have a passport to travel internationally. Passports must be valid for at least six (6) months beyond the conclusion of your trip. The Company (or the tour operator if applicable) requires your passport details prior to final documentation for all international travel.

VACCINATIONS OR MEDICAL CERTIFICATES

You are responsible to verify medical requirements for your travel. This includes, but is not limited to, vaccinations, medical certificates, and insurance policies.

VISAS

It is your responsibility to obtain and verify the validity of visas, and if visas are necessary for your trip. Securing and paying for all visas, entry documents, and any other requirements for entry into a country is your responsibility. It is your responsibility to carry these documents with you. The Company (and/or the tour operator if applicable) is not liable for denial for entry or exit, or costs incurred for not having correct and complete documentation.

WAIVERS

HEALTH & SAFETY

Signing of a Health & Safety Waiver is required for travel with The Company (or the tour operator if applicable). You will not be allowed on trip without signing the waiver and you will be subject to the cancellation fees above. You can view a copy of the Health & Safety Waiver by accessing the following links at;

<https://www.globusjourneys.com/waivers/>

<https://www.cosmos.com/waivers/>

<https://avalonwaterways.com/waivers/>

AVALON WATERWAYS

Signing of a Liability Release is required on Avalon Waterways cruises and for the activities that have higher levels of participation on all cruises. On the first day of the cruise, the Cruise Director will ask you to sign this Liability Release. You can view a copy of the Liability Release by accessing the following link at [Https://www.AvalonWaterways.com/waivers](https://www.AvalonWaterways.com/waivers).

WAIVERS GENERAL

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

SERVICE INQUIRIES AFTER YOUR TRIP

THE COMPANY CONTACT

If you wish to inquire about any services, ensure all correspondence is received by:
Traveler Services, Group Voyagers Inc.
5301 South Federal Circle
Littleton, Colorado 80123

CLAIMS OR COMPLAINTS

Any complaint or claim involving your trip or the services offered by The Company or involving the negligence of any tour operator, supplier of travel packages, suppliers of services (including Service Providers), sub- contractors, or agents in relation to any service provided to you must be made to the Tour or Cruise Director or Local Host® (as a representative of the tour operator) immediately while on trip.

Written notification to The Company may be submitted to the address above and must be received within 30 days of the trip completion, except where such limitations are prohibited by law.

RESPONSIBILITY THE COMPANY

Group Voyagers Inc., at 5301 South Federal Circle, Littleton, CO is an independent company (“The Company”) licensed to market and distribute travel products under the Globus, Cosmos, and Avalon Waterways brand names, either made on their own or packaged by the tour operators. Trip services, including, but not limited to, transportation, sightseeing, and accommodations are provided by third-party suppliers.

COMPANY REPRESENTATION

No person, other than an authorized representative of The Company by a document in writing, is authorized to vary, add, or waive any Term or Condition on its brochure or website, including any term or condition set forth in the preceding provisions.

A provision of these Terms may not be waived or varied except in writing, signed by the party or parties to be bound.

INTERNATIONAL CONVENTIONS & TREATIES

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier’s liability to passengers (trip participants). To the extent permitted by any relevant local law, where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail or road carrier, or any stay in a hotel, The Company’s maximum liability is the maximum that would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by

air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

LIABILITY

The trip participant agrees that, to the maximum extent allowed by applicable law, neither The Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier (including any Service Provider) providing services, any insurer or insurance administrator under the Travel Protection plan, or any other person.

RECREATIONAL SERVICE EXCLUSIONS

To the maximum extent allowed by applicable law, The Company expressly excludes all liability for: (a) death; (b) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); (c) the contraction, aggravation or acceleration of a disease of an individual; or (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that (i) is or may be harmful or disadvantageous to the individual or community, or (ii) may result in harm or disadvantage to the individual or community.

Where liability cannot be excluded, The Company limits its liability to the maximum extent permitted by law.

SERVICE PROVIDERS

Air carriers, accommodations, and other suppliers (including but not limited to suppliers of trains, cruises, ferries, motorcoaches, hotels, excursions, and restaurants) providing services (Service Providers) are independent third-party contractors and are not agents, employees, servants, or joint venturers of The Company or its affiliates.

From time-to-time, and for the purpose of identifying those Service Providers as the provider of a component or part of a cruise, package or tour, some or all of those entities may utilize the name "Globus, Cosmos, or Avalon Waterways" on promotional media, signage, or attire. Although you may see The Company name on vehicles, signs, apparel, or elsewhere during your cruise, tour, or excursion, its use by Service Providers is solely for the purpose of identification and does not represent or signify in any way ownership, management, supervision, direction, or control, or the right to direct or control by The Company of services that are provided by the Service Providers, or of the employees, servants, or agents of the Service Providers.

All certificates and other Trip Documents for services issued by The Company are subject to the Terms & Conditions specified by any of our Service Providers, which are available upon request, and to the laws of the countries in which the services are supplied.

SERVICE RESPONSIBILITIES

After departure, if the Services included in the trip cannot be supplied or there are changes in an itinerary for reasons beyond the control of The Company (or the tour operator if applicable), depending on the circumstances, The Company (or the tour operator if applicable) will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of trip participants, and any resulting savings will be refunded by The Company (on behalf of the tour operator if applicable) to trip participants.

Disputes

Any dispute between the trip participant and The Company, directly or indirectly relating to the Terms and/or to the trip undertaken, shall be first submitted to mediation in Denver, Colorado, before a mediator mutually agreed to by the parties. In case of travel packages distributed by The Company as the intermediary for the tour operator, disputes regarding the travel itself will be referred to the tour operator.

Any action arising out of or related to these Terms and Conditions or the travel reserved or undertaken hereunder, shall be brought only in the courts of the State of Colorado. All trip participants agree that Colorado shall be the sole and exclusive venue for any such action and hereby consent to the jurisdiction of the Colorado courts for such action.

Any claim against The Company must be brought within 12 months after the date of the completion of the trip and not later. The parties hereby agree and specify that claims may be brought only in the state or federal courts of Colorado, and the parties specifically consent to jurisdiction and venue in Colorado. Neither the parties nor any affiliate of the Company shall in any case be liable for damages other than compensatory damages, and the parties hereby waive any right to claim punitive or exemplary damages. The parties further agree that claims may be brought by parties only in their individual capacities and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. The parties expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

Colorado law governs this contract and all proceedings arising out of or related to this agreement.

TRADE NAMES

AVALON WATERWAYS

AVALON WATERWAYS, and other AVALON formative marks, are trademarks and servicemarks owned and/or applied for and/or registered by Avalon Waterways AG in the U.S. Patent & Trademark Office and in other global jurisdictions. Group Voyagers, Inc., is an authorized user of the trademark and servicemark AVALON WATERWAYS and other AVALON formative marks, owned by Avalon Waterways AG.

COSMOS

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GLOBUS

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