

GWA - Terms & Conditions

Quoted prices are subject to availability at the time of booking and are not considered final until full payment has been made and received by the vendor or tour operator. Unless otherwise indicated, quoted prices do not include airfare, insurance, taxes, port charges, tipping, or processing fees. Passenger is responsible for any fuel surcharge incurred or assessed by the airlines or cruise lines. Foreign destination packages are based strictly on foreign currency, therefore any price change due to currency fluctuation will be the responsibility of the passenger.

Proper identification is the responsibility of the individual passengers, and we advise the use of passports at all times. Please check with your agent for more information concerning entry and departure into the United States and foreign countries. Gay World Adventures will not be held responsible for typos, errors, or changes in pricing by vendors. California Seller of Travel #2063964-40

CONSUMER DISCLOSURE NOTICES

Gay World Adventures is acting as intermediary and agent for the supplier/vendor identified on your GWA invoice, in selling services or accepting reservations bookings for services that are not directly supplied by Gay World Adventures (such as air carriage, hotel accommodations, ground transportation, meals, tours, cruises, etc.). GWA therefore shall not be responsible for breach of contract or any intentional or careless actions or omissions on the part of such suppliers which results in any loss, damage, delay, injury or death to you, your travel companions or group members. GWA shall not be responsible for any injury, death, damage or loss caused to any traveler in connection with outbreak of hostilities between nations, terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments or any other actions, omissions or conditions outside of GWA control. Buyer assumes all risks involved with such travel, whether expected or unexpected. Traveler is hereby warned of such risks and advised to obtain appropriate insurance coverage against them.

Passengers traveling with a physical disability that may require special needs, attention or treatment must submit all special requirements in writing to GW at the time of booking. It is the traveler's responsibility to verify that GWA has received the written request for special needs and/or requirements. The GWA invoice will reflect all agreed-upon requirements. Requests not specified on the invoice are not guaranteed. Travel Operators reserve the right to refuse or revoke passage to anyone who is, in its sole judgment, in such physical or mental condition as to be unfit for travel or who may require care and attention beyond that which the ship can provide. Disabled passengers must be self-sufficient or travel with a passenger who will be responsible for any assistance needed during the travel and in the event of emergency. Passengers confined to wheelchairs are advised that cabin doors are typically 22" wide, bathroom doors are 20" wide and there is a 3" lip to the shower. Elevator service may or may not be available to all decks of the ship. Access to all public areas of ships is not guaranteed. GWA is not responsible for any representations and/or omissions from the suppliers that do not meet ADA regulations. ADA is a United States law and not enforceable outside its boundaries.

Notice To Passengers Traveling By Air Carrier - When air/common carrier are booked through the cruise line, the Travel Operators reserves the right to choose the air carrier, routing and gateway city airport/terminal. The Travel Operators reserves the right to substitute charter carrier service without prior notice. Transportation tickets issued by the Travel Operators are highly restrictive. Fares used are based on "capacity controlled" criteria as well as contract, promotional, non-refundable or group fares. Therefore, you may find that your air carrier ticket cannot be reissued, revalidated or exchanged for another carrier or routing. Schedules cannot be changed once your tickets have been issued by the Travel Operators. Travelers booked in the same room or traveling with other passengers are not guaranteed to receive routing on the same flight or carrier schedules. It is the sole responsibility of the traveler to arrange his/her own seat assignments and to reconfirm his/her round-trip flight times forty-eight (48) hours prior to departure with the assigned carrier. GWA accepts no responsibility for arranging seat assignments, flight schedule changes, missed connections or problems that may result in the traveler missing the same and/or all of their itinerary. Some restricted airfares prohibit the crediting of frequent flyer miles, and most restricted fares utilized by the Travel Operators are not upgradeable by means of monetary payment or frequent traveler miles.

Air Deviation - At the written request of the traveler at least 90 days in advance of sailing, GWA will request deviation of air carrier transportation provided by the Travel Operators. A \$50 per person charge shall be imposed for each air deviation over and above any air carrier, cruise line, or Travel Operators charge that may be imposed for said deviation. Deviation requests are at the sole discretion of the Travel Operators. Any requested deviation shall be at the sole risk of the traveler and traveler is also advised that when there is a deviation from the Travel Operators transportation, all transfers provided by the cruise line become null and void.

Water Level - River water levels may cause part or all of a river cruise itinerary to be operated by motor coach. If this becomes necessary, Gay World Adventures will endeavor to provide equal or similar services, however no monetary compensation will be made for those changes. Neither Gay World Adventures nor the owners or operators of the vessels shall be liable for delay or inability to perform any condition caused by or arising from strikes, lockout, civil or labor issues, explosion, fire, collision, vessel breakdown or damage to the vessel, its hull, machinery or fittings. Neither shall they be responsible for issues caused by or arising from civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, Acts of God, or other circumstances beyond their control.

Changes to Itinerary or Vacation Details - In the unlikely event that a major change (involving a change in hotel or ship, departure or return date, departure city or destination) becomes necessary, GWA will attempt to notify you as soon as possible. If you find the revised arrangements unacceptable, you will have the option to cancel without charge provided that you notify us in writing within 7 days of your receipt of notice of the change, but not later than the date of departure. In the event of a change, GWA will try to substitute comparable services. Cruise ship itineraries are always subject to change without notice and any alterations except to embarkation points shall not be considered a major change.

In the event of strikes, lockouts, stoppages of labor, riots, weather conditions, mechanical difficulties, hostilities, acts of terrorism, civil commotion, or any other reason whatsoever, Supplier has the right to cancel, advance, postpone, or substitute any scheduled itinerary or port of call without prior notice. Neither Supplier nor GWA shall be responsible for any failure to adhere to published arrival and departure times for any of its ports of call. Gay World Adventures reserves the right to (1) cancel the trip at any time prior to departure and refund all monies in full settlement of its obligations, and (2) decline to accept or retain any person as a member of the trip.

Non-Operation of Escorted Tour: Escorted tour packages are based upon a minimum number of participants. Cancellation of any tour for lack of participation will be advised at least 30 days prior to the tour's departure, and all money will be refunded. Gay World Adventures will not be held responsible for any costs relating to the issuance and/or cancellation of airline tickets or visa fees. Voluntary cancellations due to political instability, acts of terrorism, government intervention or US State Department warning will be subject to the above fees, provided the program is deemed (by Gay World Adventures) able to continue. Should Gay World Adventures elect to cancel a departure for any of these reasons, every effort will be made to obtain refunds from suppliers, however no guarantees can be provided on their behalf.

Photographic Release - GWA hires photographers and staff who will be producing promotional and publicity pictures and video during your trip. Whether or not signed by you, this Agreement shall be deemed to be an agreement by you, and on behalf of all other persons traveling under this Ticket and hereby to grant GWA, its successor, licensees and assigns, all rights of every kind in perpetuity to the use of your photograph or likeness in all forms and media and in all manners, for marketing or any other lawful purposes, without limitations, at GWA's sole discretion. You hereby release GWA, cruise line and Supplier and their respective employees, principals, representatives, and agents from any liability, loss, expense, damages, or claims arising from distribution, broadcast, sale or use of your likeness or voice. If you do not desire to be part of future marketing materials, you may rescind this release in writing upon arrival or at any time prior to your return from the program. After your return, the right to so rescind shall be forever waived.

Passenger Code of Conduct – The passenger shall be liable to, and shall reimburse GWA and Supplier for, any damage to the Vessel, the transport, hotel, resort or any property of GWA or Supplier caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on your part; and you shall further indemnify GWA and Suppliers and all of their agents and servants against all liability which GWA and Supplier may incur for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on your part. You shall be liable to GWA and Supplier for any fines or penalties imposed on GWA or Supplier by any authorities for your failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise. Furthermore, Gay World Adventures reserves the right to remove anyone from any GWA Exclusive Package for unbecoming conduct that could jeopardize the well-being or harmony of other passengers. If a passenger is asked to leave, or removed from the tour, cruise, or package, no refunds will be made and it will be the sole responsibility of the removed passenger to secure

passage home.

Passenger Protection Plan - Travel protection is strongly recommended. Insurance does not go into effect until the premium is paid in full to the insurance provider. Insurance cannot be purchased any later than at the time of final payment for the specified travel and if the premium payment is being made with the deposit, it must be in addition to the amount of deposit required by the Travel Operators. Note that most Travel Operators insurance does not cover pre-existing conditions.

Proof of Citizenship - When traveling within North America and the Caribbean, U.S. and Canadian citizens are required to provide an original passport. Voter's registration, birth certified and social security cards are not valid proof of citizenship. Resident Aliens require a Resident Alien (Green) Card. Citizens of all other countries are required to provide a valid passport with a multiple U.S. re-entry endorsement. For Travel Operators with any ports of call outside North America, all passengers must present a valid passport and should consult their consulate (for their country of citizenship e.g., the U. S. Consulate for U. S. citizens) concerning additional documentation or travel requirements for the countries you are visiting.

Deposits and Final Payments: Refer to Gay World Adventures concerning your particular package.

Payments – Credit Card payments will be made directly to the tour operator whenever possible, when not possible, the card payment will be ran in-house at GWA. Payments by check must be made payable to Gay World Adventures and be in U.S. funds drawn on a U.S. bank. Payments made within 90 days of the departure date must be made with a Cashier's Check, Money Order, or direct wire transfer. No personal checks will be accepted for payments made within 90 days of the travel date without explicit permission of the management of GWA. GWA does not accept American Express or Diners.

CANCELLATIONS - Must be made in writing to GWA, 2260 El Cajon Boulevard, No. 427, San Diego, Ca. 92104. Cancellation penalties will apply as set forth by the individual operator and may include contract, promotional, non-refundable or group cancellation penalties. Gay World Adventures transaction fees are not refundable! Be advised that GWA has forwarded your payment for your cruise/tour/vacation to the providers. If for any reason you should cancel your vacation, your refund (less any applicable penalties) will be returned to you by GWA only when we have received a refund from the supplier. This refund can take up to eight (8) weeks from the cancellation date. On group bookings the refund may be issued up to sixty (60) days after the travel date. It is the responsibility of the traveler to reconfirm his/her itinerary with GWA at least twelve (12) weeks prior to the travel date. GWA is not responsible for any itinerary changes made subsequent to booking your travel. When a client has not been given an accommodation assignment and has booked on a TBA "to be assigned" basis, it is understood and agreed that GWA can make no guarantee on exact accommodations or location. Accommodations and assignments under these conditions are at the sole discretion of the travel operators. GWA reserves the right to

upgrade passenger cabin assignments to higher cabin categories at "no additional charge" to customer without prior notice.

Cancellation Penalties – Refer to Gay World Adventures for the cancellation penalties of your package.

Rebates/Discounts – Rebates and discounts are applied to the base price of the tour package, and will not apply towards any airfare, optional tours or excursions, taxes, fees. The rebate/discount will only be applied upon full payment or completed travel.

Taxes - Government taxes, security fees and fuel surcharges may be levied or changed at any time. If any of these are imposed or increased after initial date of deposit, traveler will be responsible for payment of such taxes.

Email questions regarding terms and conditions to
info@gayworldadventures.com