

## GRADWEEK'S – 2022 GRADNITE TRIP – TERMS & CONDITIONS

The following Terms and conditions set forth an agreement under which International Student Tours (ISTOURS), dba GradWeek, 5080 Robert J. Mathews Parkway, Ste. B, El Dorado Hills, CA 95762, in return for the payment of the tour package price, agrees to provide you (the Participant) this tour package. Please note that if you are under 18 at the time of signing the application, your parent(s)/guardian(s) must also sign the application. Your signature, and that/those of your parent(s)/guardian(s) if applicable, on the application for this trip constitutes agreement to these Terms and Conditions for all purposes. ISTOURS will not be responsible for forged signatures on this application, your participation on this trip will constitute an implied consent on the part of your parent(s)/guardian(s).

### IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

**1) RESPONSIBILITY:** International Student Tours, GradWeek, hereinafter referred to as ISTOURS (IST), arranges with its affiliated companies to provide you with transportation and hotel arrangements. Although ISTOURS acts as agent and takes great care in choosing the transportation carrier and hotel, we do not control them, and therefore cannot be responsible for their acts or omissions. All coupons, receipts, discounts, and tickets issued by these suppliers shall be subject to the terms and conditions of the applicable supplier. Neither ISTOURS (IST) nor GradWeek's employees, affiliates, officers, directors, successors, agents, and assigns (collectively "IST" and "GradWeek", respectively) owns or operates any person or entity which is to or does provide goods or services for your trip including, for example, accommodations, air, land, rail, water or other transportation, food service, local guides, etc. As a result, unless IST or GradWeek is negligent, IST and GradWeek, respectively, will not be responsible for personal injury or property damage caused by the supplier of these services, and if these services and components are prevented, restricted or interfered with by reason of events or causes beyond IST's or GradWeek's control, including without limitation, acts of civil or military authorities, by reason of statute, rule, or local law, action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, severe weather and climatic conditions, storm, flood, fire, earthquake, power or communication line failure, mechanical or structural failures or difficulties, Government or state closures and/or restrictions, unprecedented events, diseases, sickness, food poisoning, unsafe sanitary conditions, quarantine, pandemics, accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance, acts or omissions of carriers including but not limited to breach of contract, failure to comply with any laws such as the Americans with Disabilities Act ("ADA"), cancellation, delay or overbooking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, failure to comply with any laws such as the ADA, cancellation, delay or overbooking, or travel participant negligence, IST and GradWeek cannot assume and are not to be held responsible for any claims, losses, damages (direct, indirect, consequential or incidental), costs or expenses including without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress, or frustration, whether physical or mental, arising out of or in connection therewith. Participant assumes complete and full responsibility, and hereby releases GradWeek and IST from any duty of checking and verifying any and all traveler identification cards, passport, visa, vaccination, or other entry requirements of each destination, venue and all safety and security conditions of such destination, during the length of the proposed travel. IST and GradWeek reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. GradWeek reserves the right to decline any person as a member of the trip, or to require any participant to withdraw from the trip, if at any time such action is determined to be in the best interest of the health, safety, and welfare of the trip, group or of the individual participant. Under such circumstances, no refund will be given. We cannot assume the responsibility for any claims, losses, damages, costs, or expenses arising out of injury, accident or death, damage, loss or delay of baggage or other property, or delay, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress, or frustration whether physical or mental resulting from: mechanical breakdowns, government actions, strikes, lockouts, war, weather, overbooking, or other factors beyond our control. If forces beyond ISTOURS control, i.e., storms, road closures, transportation strikes, etc., cause the trip to be extended, the participant must pay all extra costs associated with such trip extension, i.e., extra lodging, meals, and transportation. Participation is voluntary, and ISTOURS cannot assume responsibility for injury to you or others, nor can we assume liability for your actions, nor the actions of other participants or non-tour participants. ISTOURS is not responsible for lost or stolen baggage, equipment, or any other personal items brought on the trip. Baggage and personal effects are solely the responsibility of the owner. In the event of overbooking ISTOURS reserves the right, without liability, to accommodate the group or any portion thereof, in alternate hotels, bus charters of equal or superior quality without penalty or at no additional costs to the participant. ISTOURS Staff are available 24 hours a day for assistance but are not tour guides or chaperones.

**2) PAYMENTS:** Registration and payments can be made ONLINE at [www.gradweek.com](http://www.gradweek.com). Full trip registration requires a completed, legible application and a non-refundable \$75.00 deposit. The deposit reflects the administrative cost of securing hotel and transportation space. This deposit is non-refundable. Full payment must be received in IST office no later than March 1, 2022, regardless of when you registered; otherwise, you will be automatically cancelled to lack of payment in full. IST is not responsible for forged or misdirected applications. Applicants will be processed on a first-come first-serve basis. For registrations or reservation reinstatement applications received on or after March 1, 2022, payment in full is required plus \$40 late fee will be required and will automatically be placed onto a Waitlist until trip availability can be determined. Payments may be made by personal checks, credit card or money order. IST does not accept credit card payments/deposits made over the phone; they must be made online at [www.gradweek.com](http://www.gradweek.com). Once registered, mandatory \$50 monthly payments are required throughout the year to keep the account Active. Failure to make payments will put your account into an "unconfirmed" Pending status, incur late fees, subject to any pricing increases and possible cancellation, requiring you to restate based on space availability. Reservations received after final payment deadline require immediate full payment in the form of money order, cashier's checks, or credit card. Late payments and new registrants received after the final payment deadline are assessed a \$30 late fee. IST reserves the right to charge the participant \$30 for all returned checks, incorrect/refused credit card payments, itinerary changes, and accounts which become delinquent. Payments for reservations that cannot be accommodated will be returned within seven (7) days, or with your authorization IST will retain and place your name on a Waiting List in case other passengers cancel reservations. IST and GRADWEEK are not responsible for forged signatures or fraudulent transactions. There will be a \$20 service charge for returned checks and a \$10 service charge for declined credit cards. Any traveler account that encounters a returned check payment or credit card chargeback, IST or GradWeek will no longer accept that form of payment on the participant's account. Trip credits, trip discounts and/or fees are non-refundable and non-transferable.

**3) CANCELLATION AND REFUND:** IST reserves the right to cancel any scheduled trip at their discretion, or if not, enough people are registered. Typically, a trip can be cancelled if the bus is less than 70% full. All Cancellations and requests for refunds, if applicable, must be submitted in writing mailed, emailed, to IST Corporate Office in El Dorado Hills, CA 95762. No refunds will be issued from verbal communications or cancellations given to student organizers, event coordinators, or IST staff. It is the participant's obligation to ensure a written cancellation notice is received by IST/GRADWEEK. IST requests that all cancellations be sent return receipt requested. Notice of cancellation must be signed by the participant who initiated registration, must be legible, and must include name of participant, a complete address, phone number and the participants traveler account number that corresponds to the registration. Once a notice of cancellation is accepted and deemed eligible for a refund by IST office, the appropriate refund will be mailed within 56 days. The following cancellation schedule will apply to all cancellations, including those due to unexpected circumstances. Your deposit is non-refundable and non-transferable from the moment of registering. Cancellations by participants on or after March 1, 2022, and no shows receive no refund. No refund will be made for included accommodations or services which you do not use. Name changes or trip transfers will be allowed with no charge until May 1, 2022. After May 1, 2022, there will be a \$75 name change or trip transfer fee. Once canceled, there will be a \$40 reinstatement fee, plus any additional vendor fees, and only on a space-available basis to reinstate. Name changes (if permitted) are allowed up to 14 days prior to departure, subject to designated airline's fees and eligibility. Cancellation eligible for a refund will be issued back in the same payment method they were received (i.e., card payments = card refunds to the same card(s) used, and check or money order payments = one check refund) and in the same name as the registered participant. GradWeek is not responsible for misdirected refunds due to a change of address, closed bank accounts or transactions processed on pre-paid credit cards or gift cards.

**4) TRAVEL PROTECTION INSURANCE:** A Travel Protection Plan is available and strongly recommended should you be forced to cancel for unforeseen circumstances, as specified in the insurance policy. This important low-cost protection, which also covers trip interruption and travel delays, is provided by Cultural Insurance Services International and can protect your investment. This insurance is non-refundable and non-transferable. This insurance is automatically billed to each participant's account at the time of registering. Participants must decline the insurance to remove it from their account, or in the event that a participant's account is not paid in full by March 1, 2022, the premium charge will automatically be removed. Please refer to the brochure that will be included in your confirmation packet or link on your website. No premium refunds for this insurance are available unless there is a cancellation where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of this agreement.

**5) SELLER OF TRAVEL:** If transportation or other services are canceled by IST, all sums paid to the seller of travel for services not performed in accordance with the contract between IST and the purchaser will be refunded within 30 days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within 14 days after cancellation by IST to the purchaser, unless the purchaser requests IST to apply the money to another travel product and/or date.

**6) MEDICAL RELEASE:** By signing the application, the participant represents to IST that he/she is in good health and has no medical condition or disability or need for prescription medication which would require special attention on the trip (unless written notification is made to the IST office). If the participant becomes ill or injured while on the trip, the participant and his/her parent(s)/guardian(s) agree that IST shall have the right, but not the duty, to take reasonable action to secure emergency medical attention and/or transportation for the participant. The participant agrees to immediately inform IST of any injury or illness occurring during the trip.

**7) TRIP RULES AND REGULATIONS:** IST reserves the right to enforce reasonable rules and standards of conduct to facilitate the participants' and others' well-being and enjoyment of the trip. Failure to comply with such rules and standard may result in the participant being barred from participating in the trip. IST will not tolerate any participant using or possessing illegal substances and weapons, drinking of alcohol, fighting, theft, or vandalizing/destroying other's property. Subject to applicable law. IST reserves the right to reject any person as a trip participant at any time prior or during the trip. If necessary, to enforce its rules and regulations, IST will, at its sole discretion, have the participant removed from the hotel and/or removed from the tour group, at the participant's sole cost and expense, without subsequent refund.

**8) BUS TRANSPORTATION:** Transportation supplied is subject to any foreign government(s) involved granting operating rights, and subject to all applicable Canadian and foreign laws, regulations, and treaties governing ground transportation. IST reserves the right to substitute licensed transportation providers and/or to change the bus type, capacity, and routing. No refund will be given for such substituting or changes. The transportation pick-up point will be designated by IST. It is the responsibility of the participant to be at the pick-up point at the time and day specified (to be determined prior to the trip). You will be notified when and where to be at the pick-up point. Participant agrees to be solely responsible for boarding all transportation on time with picture identification and parental permission if the participant is under 18 years of age. IST shall not be obligated to make alternate arrangements for missed transportation.

**9) FLIGHT TRANSPORTATION:** All departure trip dates are considered "TENTATIVE" until you receive your official date confirmation notice from the IST/GradWeek/GradNite office. Travel dates are subject to change due to restricted or interfered with by reason of events or causes beyond IST's or GradWeek's control, including without limitation, airline schedule changes, travel restrictions, pandemics, acts of God, reason of statute, rule, or local law, action of federal, state, or local government or agency. If you have paid your account in full (have no balance due) and have not received your airline or bus ticket at least 7 days prior to confirmed departure date, please contact the corporate office. Some departure cities listed on the brochure have multiple airports. Departure airports for New York are: Kennedy, LaGuardia, or Newark; for Chicago: O'Hare, Midway; for Washington: Baltimore, Dulles or National; for Charlotte/Raleigh: Charlotte or Raleigh; for San Francisco: San Francisco, Sacramento, or Oakland; for Tulsa: Tulsa or Oklahoma City; for Orlando: Orlando or Tampa; for San Antonio: San Antonio or Austin; for Miami: Miami or Ft. Lauderdale. The selection of the actual date of departure or specific airport (for multiple airports only) is at the option of IST and GradWeek and will not entitle you to a refund.

**10) DEPARTURE TAXES:** Prices on the brochure do not include U.S., departure taxes and fees, or any applicable airport passenger facility charges and usage fees that may arise. Some cities may vary. If departure tax fees apply for your departure city, these taxes and fees will be itemized on your trip package price and must be paid to GradWeek at time of final payment. Government taxes and airport passenger taxes and fees are subject to change as noted in section 9 above. A participant's account becomes fully "paid-in-full" once all services, fees, rooming, upgrades, taxes, refundable and nonrefundable deposits, and merchandise have been fully paid.

**11) FLIGHT SCHEDULES/CHANGES/DELAYS:** All scheduled flights are booked using commercial airlines and are under standard/coach or basic economy categories; this will be noted on your itinerary. Flight times are subject to change (not guaranteed) and may affect actual length of time in destinations. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with this agreement. Therefore, it is the sole responsibility of the tour participant to reconfirm both outbound and return flights by visiting the assigned airline(s) website. Flight delays are unfortunate but are an inherent risk in air travel. Flight delays, missed night accommodations, and expenses incurred due to flight delays and missed connections to/from charter or scheduled flights are beyond the control and responsibility of GradWeek and IST. GradWeek is not responsible for persons failing to board the appropriate flight on time. GradWeek will not compensate any person for additional transportation costs incurred should they miss their flight. GradWeek is not responsible for any luggage and/or carry-on items at flight departure, airport/hotel transfers, hotel check-in/check-out, or at any other time. It is the responsibility of each participant to ensure that your belongings are placed on the correct bus, or flight and transfer bus and brought to their assigned hotel. Please be sure that all belongings have current identification tags attached. By signing this agreement, the participant signifies his or her understanding that GradWeek trip packages include supplemental luggage insurance (as noted in section 9). If forces beyond GradWeek's reasonable control (i.e., storms/weather or other natural disasters, pandemics, transportation strikes, local law, action of federal, state or local government or agency, etc.) cause the trip to be extended, the participant must pay or reimburse GradWeek for all extra costs associated with such trip extension (i.e., lodging, meals, and transportation). In the unlikely event the entire trip is canceled due to circumstances beyond IST and GradWeek's reasonable control, GradWeek will refund the entire trip price to the participant, less any non-refundable service or other charges/expenses incurred by IST and GradWeek.

**12) AIRCRAFT:** We use a combination of scheduled carriers and are as follows, but not limited to: United Airlines, American Airlines, Alaska Airlines, Hawaiian Airlines, Southwest Airlines, Aero Mexico, Delta, Frontier Airlines, Spirit Airlines, and Jet Blue.

**13) COVID-19 RELEASE OF LIABILITY:** As a traveler or parent guardian of a traveler, you acknowledge that despite all government, local venue, and tour provider efforts to mitigate the spread of COVID-19, there still remains a risk of exposure and potentially contracting of COVID-19. You further acknowledge that contracting COVID-19 can bring severe illness and possible death. Based on this understanding, you agree and release IST and GRADWEEK of any and all liability associated with contracting COVID-19 during the trip.

**14) ROOMING/HOTEL:** Trip packages that include hotel accommodations; price is based on quad occupancy (4 sharing a room, two people per bed) and are "Run of House" (standard) availability, unless otherwise specified. It is the sole responsibility of each participant to find and have the required number of roommates from the point of registering until the trip completion. There are additional charges for those who room in an under-occupancy room (i.e., triple, double and single occupancy). IST is not responsible for supplying roommates for individuals with less than four in their room. However, if requested in writing, IST will try to assist you in finding a roommate (an additional roommate is not guaranteed), but GradWeek is not responsible if you have less than the required number of roommates per room, or groups with an uneven number of travelers. Once final rooming is completed (April 2022), you will be billed for any additional occupancy charges if your room has less than the required number of roommates per room, which will require immediate payment or no later than April 30, 2022. Your account is not considered officially "Paid in Full" until all rooming is complete. Published prices do not include the hotel occupancy fees, but these items will be included in your invoice. Any tips or gratuities not specifically mentioned as included in the total price of your package are at your discretion. The hotels used by IST may require each traveler to provide an additional credit card authorization or cash payment for a hotel security deposit for incidental charges (i.e., cleaning fees, damages, parking fees, refrigerators, rollaways, room service, etc.) at the time of check-in. The security deposit amount is determined by the hotel and is not included in the trip price. If any incidentals are reported by the hotel for your room, the traveler(s) of that room will be required to pay for any balance due directly to the hotel prior to their departure.

**15) DISABLED ACCESSIBILITY & FOOD ALLERGIES:** If you have a disability or a food allergy that requires accommodation or special assistance, you must notify IST in writing no less than 30 days in advance of departure date. Participants with food allergies are still responsible for checking with the hotel, venues and/or restaurants regarding food options due to their allergies. Upon written request, information will be provided to you regarding accessibility to various facilities.

**16) SHARING OF INFORMATION:** Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels, and other tour operators, IST or GradWeek may be sharing your personal information with those companies. We may share the following information: Name, address, phone, birth date, gender, and school you attend or teach at, and/or email. IST or GradWeek may also share this information with other non-related companies unless you inform GradWeek in writing that you do not consent to sharing of your information to non-related companies. GradWeek may capture the Tour on film and digital images and use photos, videos, and digital images for its marketing materials, including but not limited to brochures, internet websites, mailers, etc. As a result, you may notice people taking photos, shooting videos, and/or asking comments of you and your friends during the tour. We appreciate your participation and unless otherwise notified, we may use your image in our photos, videos, and evaluations, and GradWeek reserves the right to use these to promote and advertise future tours.

**17) ENTIRE AGREEMENT:** This agreement and the trip brochure constitute the entire agreement between the parties. The agreement shall be governed by and interpreted pursuant to the laws of the State of California. Any dispute between the parties shall be resolved by binding arbitration, which shall be conducted in the State of California and the county of Sacramento. As members of the Better Business bureau, we are pledged to arbitrate any dispute.