

# 2024 GRADWEEK TERMS AND CONDITIONS

This Plan and Agreement sets forth the terms and conditions under which International Student Tours, Inc. (IST) and also d/b/a/ GradWeek located at 2330 East Bidwell Street, Suite #021, Folsom, CA 95630, Tel# (800) 448-4444, Email: [info@istours.com](mailto:info@istours.com), agrees to provide the Travel Package described in this brochure/ flyer/ invoice/ website/ confirmation. Please note that if you are under the age of 18 at the time of signing the application, your parents or legal guardians must also sign. IST and GradWeek are not responsible for forged signatures or fraudulent transactions.

## IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

- 1) RESPONSIBILITY:** Neither IST nor GradWeek, nor IST's or 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, storms, flood, fire, earthquake, power or communication line failure, mechanical or structural failures or difficulties, Government or social 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, injuries (direct, indirect, consequential or incidental), costs or expenses including without limitation, damages, 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 passport, visa, vaccination, or other entry requirements of each destination or venue, and all safety and security conditions of such destination, during the length of the proposed travel. GradWeek recommends that you visit the websites of the Department of Transportation ([www.dot.gov](http://www.dot.gov)), the Federal Aviation Administration ([www.faa.gov](http://www.faa.gov)), and the US State Department ([www.state.gov](http://www.state.gov)) for current news and releases regarding air travel and safety. 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. Baggage and personal effects are solely the responsibility of the owner.
- 2) RESERVATIONS & REQUIREMENTS:** A \$150 non-refundable deposit \*per person and a completed, signed Registration Form is required to secure a reservation by December 31, 2023. For registrations or reservation reinstates received on or after January 01, 2024, payment in full is required plus \$40 late fee. We will register and will automatically be placed onto a Waitlist until trip availability can be determined. Once required (prior 1/1/24), mandatory \$50 monthly payments will be 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 reinstate based on space availability. Travelers who registered prior to October 01, 2023, are required to have a minimum of \$250 worth of payments paid into their account by November 30, 2023, to avoid penalty fees. Complete full payment is due in our office by no later than February 22, 2024, regardless of when you registered; otherwise, you will be automatically cancelled. Traveler accounts are not considered completely "Paid in Full" until all trip rooming is complete, and any owed room occupancy or additional fees are paid. GradWeek will process applications for reservations on a first-come first-served basis. If space is not available when your reservation is received, we will return your payment and place your name on a Waiting List until space becomes available, or you may request a refund in writing. The Waitlist for GradWeek trips can occur at any time. There is a \$25 per person fee (plus any airline or tour package-imposed fees) for changing your reservation in any way, if permitted once your deposit has been received. GradWeek checks, money orders, cashier's checks, Mastercard, and Visa may be used for payments up to February 22, 2024. Once your deposit is received, you will be sent a confirmation billing statement within 5 business days that includes your Traveler ID Number and trip information. This number is used as your account number and should be written on all mailed payments or email correspondence. Payments may also be made online with credit card at [www.gradweek.com](http://www.gradweek.com). IST and GradWeek are not responsible for forged signatures or fraudulent transactions. There will be a \$20 service charge for every returned check and a \$10 service charge for every declined credit card. Any traveler account that encounters a returned check payment or credit card chargeback, IST or GradWeek will no longer accept the same form of payment on the traveler account. Trip credits, discounts and/or incurred fees are not refundable and non-transferable.
- 3) APPLICATION OF PAYMENT:** In accordance with the California Seller of Travel Law, all payments related to scheduled air services and to secure accommodations, transfers and all other components of your tour will be made available to GradWeek and will be placed into GradWeek's Client Trust Account#3368097493, Wells Fargo Bank, El Dorado Hills, CA 95762.
- 4) PRICES:** The price of the trip, the original city and destination, and the hotels are set forth in this brochure and are incorporated herein by reference. Prices stated are based on airfares and rates in effect prior to December 01, 2023. Airfare and other vendors rates are subject to change without notice. Changes could include fuel surcharges, tax increases, increase in fare and other unforeseeable fees. We will notify you in writing if these fees change. Should your group require a specific departure date, and the associated costs for this trip are higher than our contracted rate, you may incur a higher price to accommodate this special request. If your group or a traveler decides to change the destination or hotel, and the change is requested/made after December 01, 2023, you may incur additional charges and possible Waitlist. Prices for most destinations/packages are based on quad occupancy (4 sharing a room, two sharing one bed) and are "Run of House" (standard room) availability, unless otherwise specified. Travelers are responsible for paying any additional cost associated with rooming in an under-occupancy room. If requested in writing, we will try to assist you in finding a roommate(s), however, there is no guarantee of traveler availability. GradWeek is not responsible if any traveler has less than the required number of roommates per room, or for groups with an uneven number of travelers to room with. Each registered participant is one hundred percent responsible for finding/selecting their own friends/roommates for the trip from the point of registering until the trip completion. Once final rooming is completed (March 2024), you will be billed for any additional charges if your room has less than the required number of roommates per room, which will require immediate payment. Your account is not considered officially "Paid in Full" until all rooming is complete and any incurred occupancy fees are paid. Published prices do not include the departure taxes described in section 5 below, any difference in airfare cost for any flight ticket changes, hotel security deposit described in section 6 below, or 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. Brochure prices will not be guaranteed for those registering or reinstating, and/or changing their trip package after December 01, 2023.
- 5) DEPARTURE TAXES:** Prices on the brochure do not include U.S., Mexico and Caribbean departure taxes and fees. For most cities, taxes total \$175 for Bahamas, \$165 for all other International and \$65 for Domestic U.S. and Puerto Rico, as well as any applicable airport passenger facility charges and usage fees that may arise. Some cities may pay. These taxes and fees will be included in your trip 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 4 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.
- 6) HOTEL SECURITY DEPOSIT:** The hotels used by IST and GradWeek 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 incidents are reported by the hotel for you, the traveler(s) of that room will be required to pay for any balance due to the hotel prior to their departure.
- 7) CANCELLATION AND REFUND:** If you cancel your reservation, your right to refund is limited, as set forth below. All Cancellations and requests for refunds, if applicable, must be submitted in writing mailed, emailed, or faxed to GradWeek's corporate office. NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS OR CANCELLATIONS GIVEN TO STUDENT ORGANIZERS OR EVENT COORDINATORS. IT IS THE PARTICIPANT'S OBLIGATION TO ENSURE A WRITTEN CANCELLATION NOTICE IS RECEIVED BY GRADWEEK. To protect the participant, mailed cancellations should be sent with a Return Receipt Requested. For faxed cancellations, keep confirmation of transmittal. For emailed cancellations, request read receipt

confirmation. Notice of cancellation must include name of participant and traveler account number that corresponds to the registration. The following cancellation schedule will apply: Cancellations received by December 31, 2023, are assessed a cancellation fee of \$150 (per person). Cancellations received on January 1, 2024, through February 21, 2024, are assessed a cancellation fee of \$250 (per person). Cancellations received on February 22, 2024, through March 21, 2024, are assessed a cancellation fee of \$350 (per person). Cancellations received on March 22, 2024, through April 3, 2024, are assessed a cancellation fee of \$500 (per person). In addition, you will be assessed any non-refundable fees (i.e., bank fees, discounts, etc.). Cancellations received on April 4, 2024, and after will receive NO REFUND. The actual fee depends on the date the cancellation is received in writing by GradWeek. Once canceled, there will be a \$40 reinstatement fee, plus any additional airline/hotel 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 within 4-8 weeks of the approved cancellation date. 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.

- 8) DEPARTURE DATES AND AIRPORTS:** No representation is made concerning a particular date of departure, except that the date of departure will usually be within 1-14 days after confirmed graduation date, unless graduation is before May 12, 2024, in which case the date of departure may be later, and you will be notified of that confirmed date approximately 30 days prior to departure. All departure trip dates are considered "TENTATIVE" until you receive your official Departure Packet, which is issued 2-3 weeks prior to the listed departure date. 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 has 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, San Jose, Oakland, or Sacramento; 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.

- 9) FLIGHT SCHEDULES/CHANGES/DELAYS/CANCELLATIONS:** All scheduled flights are booked using commercial airlines and are under standard/cargo 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 and cancellations are unfortunate but are an inherent risk in air travel. Flight delays and cancellations, missed night accommodations, and expenses incurred due to flight delays and missed connections (not 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 10). 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. As with all travel, there can be the unfortunate Flight Delay or Flight Cancellation. This is rare but does happen from time to time, and many times the traveler is made aware of this before GradWeek is. If a traveler ends up experiencing a Flight Delay or Flight Cancellation, we kindly ask that you direct all communication to the airline/airport. In addition, parents should communicate directly with their traveler for flight updates, as they will be receiving first-hand information from the airline. While GradWeek is the issuing Agent on the flight tickets, once your group is within 24 hours of departure, the airline/airport takes complete control of any changes due to flight delays or cancellations. IST and GradWeek is not able to intercede and make any demands that the airline is not willing to do. The airlines have a team that deals directly with these situations on a daily basis and are the only ones that can make changes to the traveler's flight reservation. Once those changes have been made by the airline, GradWeek will get notified and we can then contact our ground team – transfers, hotels, and GradWeek Staff at your destination, so they can prepare for the traveler's new arrival time. However, it is important that we direct the traveler to the proper individuals (the airlines) that can determine the best options for the group.

- 10) TRAVEL PROTECTION:** We include a Travel Protection Plan insurance as part of your trip package. This plan is from [Cultural Insurance Services International \(CISI\)](http://www.culturalinsuranceservices.com), which helps provide coverage for Primary Medical, Trip Cancellation for Medical Reasons, Travel Delay and Interruption, Baggage Delay or Loss, Emergency Medical Coverage, 24/7 Non-Injury Assistance Services, and more. A Cultural Insurance Services International (CISI) information sheet/coverage details are available on our website under [RESOURCES](#), by clicking on the Cultural Insurance Services International (CISI) link. No premium refunds for this insurance are available; unless there is a cancellation where you, the customer, are not at fault and have not canceled in violation of the terms and conditions of this agreement. Note: The provided medical coverage from Cultural Insurance Services International does not cover sickness or medical care for travel within the United States (Hawaii and Florida). For medical cancellation, the participant must cancel with IST and GradWeek in writing first, before being eligible to contact Cultural Insurance Services International (CISI) for claims assistance.

- 11) BAGGAGE:** Due to the frequent changes in baggage allowance, neither IST nor GradWeek can state what the baggage allowance is per carrier. IST and GradWeek will mail official Departure Packets (travel documents) approximately 2-3 weeks prior to departure, which will state the airline you have been assigned and their web address. It is the responsibility of the participant to verify the baggage allowance or any carry-on restrictions directly with the airline carrier and/or TSA either online or by phone. Please be aware that some of the airlines do charge for carry-on or checked baggage and it is the responsibility of the participant to be aware of their policies prior to departure. Neither IST nor GradWeek is responsible for lost or damaged luggage, or items discarded by [Transportation Security Administration \(TSA\)](http://www.transportation.gov) for not meeting guidelines.

- 12) TRAVEL DOCUMENTATION:** United States citizens traveling to Mexico and the Bahamas must carry a valid U.S. Passport booklet. Please visit [www.travel.state.gov/passport](http://www.travel.state.gov/passport) to find out how to obtain a U.S. Passport. Passengers that are not U.S. citizens must contact the appropriate consulate office for their documentation requirements. Visit [www.travel.state.gov/travel](http://www.travel.state.gov/travel) for the most current Travel Documentation Requirements. Those traveling to Hawaii, Puerto Rico or Florida will need a valid government issued picture identification (Real ID required by all U.S. states and territory residents, starting May 7, 2025, per extended deadline released in December of 2022). GradWeek assumes no responsibility for any changes in documentation requirements, nor are we responsible for carriage or entry into the destination city and/or country for any passenger not having proper travel documentation. It is the participant's sole responsibility to have proper travel documentation. No refunds will be issued to participants who are denied boarding or entry due to lack of proper travel documentation or misbehavior.

- 13) BUS TRANSPORTATION:** Transportation supplied is subject to any state or foreign government(s) involved granting operating rights, and subject to all applicable and foreign laws, regulations, and treaties governing ground transportation. ISTOURS 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 ISTOURS. 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 a valid picture identification and parental permission if the participant is under 18 years of age. ISTOURS shall not be obligated to make alternate arrangements for missed transportation. No refund will be given for any missed or unused transportation. Participants are not allowed to drive to the destination as all packages are air or bus transport packages only, unless a parental waiver is signed.

- 14) JURISDICTION AND VENUE:** The terms and conditions set forth herein are governed by, and are to be construed in accordance with, the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any term or Federal court in the State of California with a venue in the County of Sacramento.

- 15) PERSONAL EXPENSES:** Prices include only those services specifically stated in the brochure or registration form. Items such as food, clothing, room service, telephone calls, internet, on-site transportation, purchased activities, tipping, and other items not specifically mentioned in the brochure or registration form are not included, and will be the expense of the participant.

- 16) SELLER OF TRAVEL:** IST/GradWeek is registered as a seller of travel services in the states of California, Washington, Florida, and Nevada. Respective sellers of travel registration numbers are California - #2085879-40, Washington #602-913-696, Florida #14799. Please check website for updated information. Registration as a Seller of Travel does not constitute approval by the State of California. Right of California Customer to Make Claim on the California Travel Consumer Restitution Fund: In the event of the default of GradWeek, you may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. If you as a travel participant or GradWeek that is due because of the bankruptcy, insolvency, cessation of the person making payment on behalf of the travel participant (a "California customer") are located in California at the time of your purchase, you have a right to make a claim against the Fund for a refund of any money paid to operations, or material failure to provide transportation or travel services sold. The claim must be filed within one year after you become aware of your loss. For a claim form and additional information, write to: Travel Consumer Restitution Corporation, P.O. Box 8474, Northridge, CA 91327. Non-California customers are not covered by California Travel Consumer Restitution Fund and are not eligible to file a claim against that Fund in the event of the default of IST or GradWeek.

- 17) ALCOHOL CONSUMPTION POLICY:** GradWeek does not provide, promote, or profit from the use of alcohol in any of its programs. The legal drinking age in the Republic of Mexico, Puerto Rico and the Bahamas is 18 years old. The legal drinking age in Hawaii and Florida is 21 years old and the restaurants, bars and nightclubs may require identification and proof of age to consume alcohol. GradWeek has contractual relationships with certain suppliers in Mexico, Puerto Rico and the Bahamas who sell optional packages to our travelers. Some of these packages may include alcoholic beverages available. Some activities in locations that serve alcohol. Excessive use of alcohol can result in injury and severely impaired judgment. GradWeek does not condone the abuse of alcohol.

- 18) PARTICIPANT RESPONSIBILITY:** You (registered participant) are responsible for your actions on the entire tour, beginning and ending with air flights or bus. GRADWEEK AND IST STAFF ARE NOT CHAPERONES and our staff do not impose curfews or bed checks. It is your decision and choice to participate or not to participate in the trip and activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against GradWeek or IST. Further, you are responsible for the consequences of your participation. You should be aware of the risks and possible danger inherent in traveling and in various water/sport activities in which you may, at your own discretion, voluntarily participate. Your participation in such activities is entirely voluntary, and if you choose to participate in such activities, you do so at your own risk. In appropriate and/or illegal behavior can be cause for eviction from your hotel and/or the program without refund for the unused portion of the trip and can be cause, to be sent home at your expense. Please check [travel advisory boards](#) for your particular destination prior to travel. Final trip documents will be sent to you, your group, group leader, or campus representative 2-3 weeks prior to departure. Documents will not be sent until full payment (meaning accounts with a zero balance) and a signed copy of the Tour Participant Agreement/Registration is received in our office. GradWeek cannot be responsible for lost or misdirected mail, or for participants that did not provide their correct name(s), or spelling. Any changes and updates in your name, address, phone number and email must be submitted in writing or online by logging into your traveler account at [www.gradweek.com](http://www.gradweek.com) as soon as possible. Starting 2/22/24 you will be subject to a \$25 charge fee, plus any additional airline or hotel correction or change fees.

- 19) INTERNATIONAL FLIGHTS:** The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be canceled and a full refund and/or cost of the ticket, less any non-refundable service charges or other charges incurred by IST and GradWeek will be made to the participant.

- 20) 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.

- 21) HOTELS:** Cancun: NH Krystal Cancun, Krystal Grand, Cabo San Lucas: Tesoro Los Cabos, Villa del Palmar, Rio Rey, Pueblo Bonito Resorts, Nassau: Atlantis, Miia, Rio Resorts, Breeze's Resort, Bahia Mar Hyatt, Hilton: Aston Hotels, Twin Finn Hotels, Hyatt Place Hotels, Alohilani Resort, Marriott Resorts, Puerto Rico: The Condado Plaza Hilton, Florida: Shores of Panama, Casa Loma, Holiday Inn Resorts. In case of the hotel overbooking or unavailable accommodations (standard/rm of house rooms), GradWeek will relocate you to a property of equal or superior value at no extra cost to you.

- 22) DISABLED ACCESSIBILITY & FOOD ALLERGIES:** Hotels, transportation services, and other facilities in foreign countries are not necessarily disabled accessible or follow the same food allergy requirements, as the U.S. If you have a disability or a food allergy that requires accommodation or special assistance, you must notify us no less than 30 days in advance of departure date. Travelers with special travel needs and/or food allergies are still responsible for double checking with the airlines, hotel and/or restaurants about special accommodations or food options due to their allergies. Upon written request, information will be provided to you regarding accessibility to various facilities.

- 23) TRAVEL VOUCHERS:** By reason of events or causes beyond IST or GradWeek's control (noted in section 1), a Travel Voucher (no cash value) may need to be issued to the registered participant. In the event a Travel Voucher is issued, the voucher amount will be determined by the associated vendors (i.e., airline, hotel, and/or IST and GradWeek, etc.) for the non-refundable funds. If a participant is to receive a flight voucher, the terms of that credit voucher will be determined at the time of issue, by the airline. If a participant is to receive a GradWeek travel voucher, the terms of that credit voucher will be determined at the time of issue, by destination vendors and GradWeek. All vouchers are issued in name and contact information of the registered participant listed on the traveler account/booking only. In certain cases, all or part of the registered participants GradWeek Travel Voucher can be transferred to a friend or family member. The registered participant must fill out a GradWeek Travel Voucher Transfer Form and there will be a \$100 transfer fee that must be paid by either the transferor or the receiving participant. IST and GradWeek will not be involved in any exchange of funds between travelers. All exchanging of funds will have to be done directly between the travelers involved. The transferring of a GradWeek Travel Voucher to another person is only valid for a GradWeek Travel Program and must be within one calendar year of voucher's issue date. A participant's GradWeek Travel Voucher is void if the registered participant of that voucher or the future participant to be transferred to has performed a credit card chargeback with IST and GradWeek in 2022, 2023 or 2024.

- 24) COVID-19 RELEASE OF LIABILITY:** As a traveler or parent or guardian of a traveler, you acknowledge that despite all government, local venue, and tour provider efforts to mitigate the spread of COVID, there still remains a risk of exposure and potentially contracting the COVID virus. Furthermore, you acknowledge that contracting COVID can bring severe illness and possible death. Contracting COVID either prior, during or after travel is beyond IST or GradWeek controls, described in section 1 above. Based on this understanding, you agree and release IST and GRADWEEK of any and all liability associated with contracting COVID during the trip.

- 25) 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 nonrelated 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 questions 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.

- 26) ASSIGNMENT:** This Agreement and the rights granted hereunder may be assigned in whole or in part by the IST and GRADWEEK without the prior written consent by the Company. IST and GRADWEEK may assign this Agreement and the rights granted hereunder to any third party.

- 27) ENTIRE AGREEMENT:** The terms of this agreement shall serve as a complete release and express assumption of risk for the undersigned trip participant, his or her parent(s)/legal guardian(s), heirs, assignees, administrators, executors, and all members of his/her family. I/we have read and fully understand the provisions and legal consequences of this voluntary release/assumption of risk, and I/we hereby agree to all of its risks and conditions. "Re-Usable: Only the original participant and their original non-refundable registration deposit may be reused as a credit towards the balance of a new GradWeek Travel Program within the next 3 years after they have provided a new signed registration form and deposit, provided their original account was cancelled prior to December 31, 2023. This deposit is only fully credited under the full refund provisions of Section 7 of this Agreement.