2027 GRAD EVENTS – TERMS & CONDITIONS

The following Terms and Conditions set forth an agreement under which International Student Tours (ISTours), d/b/a GradWeek/Grad Events, 2330 East Bidwell Street, Suite 201, Folsom, CA 95630, 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 and Grad Events, hereinafter referred to as ISTours (IST), arranges with its affiliated companies to provide you with transportation, hotel, and venue arrangements. Although ISTours acts as an agent and takes great care in choosing the transportation carrier, hotel and venue, we do not control them, or their decisions, 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 Grad Events' employees, affiliates, officers, directors, successors, agents, and assigns (collectively "IST", "GradWeek", and "Grad Events" 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 ISTours/GradWeek/Grad Events is negligent, ISTours/GradWeek/Grad Events, 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, ISTours/GradWeek/Grad Events 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 ISTours/GradWeek/Grad Events from any duty of checking and verifying 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. ISTours/GradWeek/Grad Events 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. ISTours 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, 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, 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. ISTours/GradWeek/Grad Events is not responsible for a traveler's Covid vaccine status or Covid test results.

2) PAYMENTS: Registration and payments can be made ONLINE at www.gradweek.com. Full trip registration requires a completed application and a non-refundable $100.00 deposit. Once registered, travelers are required to make monthly payments or follow the payment schedule listed on their trip registration flyer and online account. Starting February 1, 2027, trip registration will require payment in full upon registering. The deposit reflects the administrative cost of securing tickets, transportation, and hotel space. This deposit is nonrefundable from the moment of registering. Full payment must be received in ISTours/GradWeek/Grad Events office no later than March 1, 2027, regardless of when you registered; otherwise, you will be automatically cancelled for 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 new registrations or reservation reinstate applications received on or after March 2, 2027, a $40 late fee will be charged, and those travelers will automatically be placed onto a Waitlist until trip availability can be determined (this could be up until 2 days prior to the trip). 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. Reservations received after final payment deadline require immediate full payment in the form of money order, cashier's checks, or credit card. Registrants may opt in to auto-billing during the registration process. IST reserves the right to charge the participant $20 for all returned checks, 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. ISTours/GradWeek/Grad Events are not responsible for forged signatures or fraudulent transactions. Any traveler account that encounters a returned check payment or credit card chargeback, IST 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 the minimum number of people is not reached in order to travel. Typically, a trip can be cancelled by ISTours/GradWeek/Grad Events if the provided transportation is less than 70% full. All cancellations and requests for refunds, if applicable, must be submitted in writing by mail or email, to the ISTours/GradWeek/Grad Events Corporate Office at 2330 East Bidwell Street, Suite 201, Folsom, CA 95630 or to info@istours.com. 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 and a return receipt requested. Notice of cancellation must be signed by the participant who initiated registration, must be legible, and must include the 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's 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 2, 2027, and no shows, including Covid related reasons, will receive no refund. No refund will be made for any included accommodations or services which you do not use. Once you are canceled, in order to be reinstated on a space-available basis, there will be a $40 reinstatement fee, plus any additional vendor fees. Cancellations 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. IST is not responsible for misdirected refunds due to a change of address, expired cards, closed bank accounts or transactions processed on pre-paid credit cards or gift cards. A destination or company may require proof of Covid Vaccine status or negative Covid test, ISTours/GradWeek/Grad Events does not offer refunds if the requirements of the destination are not met by the traveler, or if the traveler contracts Covid before their trip and is no longer able to attend. ISTours/GradWeek/Grad Events strongly encourages travelers to be mindful of their upcoming travels and to stay healthy and follow the state's current guidelines.

4) TRAVEL PROTECTION INSURANCE: An optional Travel Protection Plan through USI Affinity Travel Insurance Services 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 should be purchased within fourteen (14) days of your initial trip deposit for maximum benefits; coverage also assists with trip interruption and travel delays, and can protect your investment. This optional insurance is non-refundable and non-transferable. Please refer to the brochure that will be included in your confirmation packet or also provided on our www.gradweek.com 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 any 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/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's 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 standards 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/possessing alcohol, fighting, theft, or vandalizing/destroying other's property. Subject to applicable law. ISTours/GradWeek/Grad Events reserves the right to reject any person as a trip participant at any time prior to 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: All departure trip dates are considered "TENTATIVE" until you receive your official date confirmation notice from the ISTours/GradWeek/Grad Events office. 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 route. No refund will be given for such substitutions or changes. The transportation pick-up point will be designated by IST and Trip Leaders. 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 corporate office. Travel dates are subject to change due to restricted or interfered with by reason of events or ca uses beyond ISTours/GradWeek/Grad Events' control, including without limitation, weather, 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 ticket at least seven (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, 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 ISTours/GradWeek/Grad Events 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 to your departure city, these taxes and fees will be itemized on your trip package price and must be paid to ISTours/GradWeek/Grad Events/Grad Events at the 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 the actual length of time at 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 to/from charter or scheduled flights are beyond the control and responsibility of ISTours/GradWeek/Grad Events. GradWeek is not responsible for people 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, other natural disasters, pandemics, transportation strikes, local law, action of federal, state/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 ISTours/GradWeek/Grad Events reasonable control, GradWeek will refund the entire trip price to the participant, less any non-refundable service or other charges/expenses incurred by ISTours/GradWeek/Grad Events.

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, and Jet Blue.

13) NAME CHANGES: Name changes are not guaranteed and shall be permitted only under limited circumstances. In the event the registered participant's group has an open Waitlist, name change requests may be denied in their entirety, as individuals on the Waitlist shall be given first priority for any space that may become available. If permitted, a name change request must be submitted in writing via email to info@istours.com, no later than seven (7) business days before the group's scheduled departure date and must include a completed and signed Name Change Form. Name change requests submitted after this deadline shall not be accepted or processed under any circumstances. Approval of any name change is subject to the sole discretion of ISTours/GradWeek/Grad Events, including but not limited to the school, airline, hotel, transportation providers, parks, and/or venues. A minimum non-refundable Name Change fee of forty dollars ($40.00) shall apply to all name change requests; however, additional fees may be assessed by third-party vendors or the school, for which the participant (existing or new) shall be solely responsible. No more than one (1) name change shall be permitted per traveler account. The undersigned/new traveler/participant understands and agrees that no name change shall be deemed valid or processed unless and until written approval is granted by ISTours/GradWeek/Grad Events and all applicable partners or vendors mentioned above. The traveler further agrees that no exchange or transfer of funds between the current registered participant and the prospective replacement participant shall be facilitated by or be the responsibility of ISTours/GradWeek/Grad Events. The original registered participant assumes full responsibility for arranging any such exchange of funds and hereby acknowledges that any payments previously made toward the trip are non-refundable. In the event the new traveler/participant fails to remit payment to the original registered participant, or the original registered participant initiates a chargeback for funds not recovered from the new traveler/participant, ISTours/GradWeek/Grad Events shall be held harmless from any liability, financial or otherwise, arising from said transaction or dispute. Additionally, the undersigned acknowledges that any travel insurance purchased by the original registered participant is non-transferable and non-refundable, and the replacement traveler/participant shall be responsible for securing and paying for their own travel insurance. Should the requested name change result in a conflict with rooming assignments (for a trip requiring hotel accommodation), hotel availability, or other vendor-imposed restrictions, ISTours/GradWeek/Grad Events reserves the right to deny the request. All name change requests are subject to final review and approval and shall be evaluated on a case-by-case basis. Approval of any requested name change is not guaranteed.

14) COVID RELEASE OF LIABILITY: As a traveler/parent guardian of a traveler, you acknowledge that despite all government, local venue, and tour provider efforts to mitigate the spread of COVID, there remains a risk of exposure and potentially contracting of COVID. You further acknowledge that contracting COVID can bring severe illness and possible death. Based on this understanding, you agree, and release ISTours/GradWeek/Grad Events of all liability associated with contracting COVID during the trip. Furthermore, ISTours/GradWeek/Grad Events is released of all liability associated with vendor and/or destination regulations or policies as result of COVID, including lack of negative Covid test results or proof of Covid vaccine requirements by vendors/destinations.

15) 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. ISTours/GradWeek/Grad Events is not responsible for supplying roommates for individuals with less than four in their room. Once final rooming is completed (early April 2027), 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, 2027. 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, rollways, 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.

16) DISABLED ACCESSIBILITY & FOOD ALLERGIES: If you have a disability or a food allergy that requires accommodation or special assistance, you must notify ISTours/GradWeek/Grad Events 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. Based on this understanding, you agree to release ISTours/GradWeek/Grad Events of all liability associated with food allergies during the trip.

17) 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, ISTours/GradWeek/Grad Events 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. ISTours/GradWeek/Grad Events may also share this information with other non-related companies unless you inform ISTours/GradWeek/Grad Events in writing that you do not consent to sharing your information to non-related companies. ISTours/GradWeek/Grad Events 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 ISTours/GradWeek/Grad Events reserves the right to use these to promote and advertise future tours.

18) 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 pledge to arbitrate any dispute.

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