

# BOOKING CONDITIONS

Once Contiki accepts your booking by confirmation thereof a contract is made between Contiki & you upon the terms & conditions set out below.

## OUR RESPONSIBILITIES

### 1. YOUR VACATION RESERVATION

On receipt of your deposit, subject to availability and at our discretion, Contiki will reserve your place on your selected vacation. A contract is only made between you and us upon your booking being confirmed and accepted by us and our communication thereof to either you or your travel agent.

### 2. PRICE GUARANTEE

**a) Trip Prices:** Are based on costs, tariffs, taxes, charges, levies and exchange rates as of November 16th, 2017. Should these change, the price of your vacation may increase. If the total price increases by more than 10%, you may cancel, without penalty, within 30 DAYS after we notify you of the increase. Except as explained below, we will not increase the price of your land vacation after we receive your full deposit for your land vacation. In exchange for this guarantee, no refund will be made if the cost factors described above are reduced. We reserve the right to re-charge from any increases in cruise line imposed fuel surcharges and in taxes, charges or levies imposed by any government or its agencies.

### b) Airline Fuel Surcharges, Air-related Taxes, Fees & Restrictions, & Levies Imposed by any Government or its Agencies:

As noted above, all quoted land and air prices include airline fuel surcharges and Air-related Taxes and Fees, applicable as of November 16th, 2017. However, if the customer is notified of the potential for a price increase and we have received the customer's written or verbal consent prior to accepting any payment, we reserve the right to recover from any increases in those surcharges. Any additional fees charged by the airlines, such as baggage handling, seat selections, and/or any other services are the sole responsibility of the passenger(s). Additional air-related restrictions apply. See section 4.3 for details.

### 3. IF WE CANCEL OR CHANGE YOUR TRIP

3.1 Contiki reserves the right to change or cancel any trip departure in accordance with operating requirements or circumstances beyond its control.

3.2 If a cancellation is made any time prior to the trip departure, Contiki's only liability will be to refund the passenger the amount it has received for the booking. Contiki will re-book the same or a similar air and, where flights have been confirmed by Contiki, will attempt to confirm air seats for the next date selected, subject to availability. Contiki is not liable for any changes, amendment or cancellation penalties incurred on any other travel arrangements purchased separately.

3.3 If an alternative trip is not available or acceptable you will be entitled to either a full refund of monies paid by you to us or transfer to another Contiki vacation without payment of any transfer fee. Please Note: The start date constitutes the date indicated on Contiki's invoice. If you do not join the trip on the start date then cancellation fees will be 100%.

3.4 If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic health risk, Acts of God, adverse weather conditions or other similar events beyond Contiki's control) we will give a full refund of any monies paid to us less reasonable expenses incurred by us in respect to your booking.

3.5 Contiki is not responsible for the costs of any other travel arrangements affected due to our cancellations or rescheduling of any other departure.

### 4. VACATION DETAILS AND CONDITIONS

4.1 The information in our brochure is correct to the best of our knowledge at the time of going to print (January 2019). We cannot guarantee that any item or amenity mentioned will be available, especially where we have no direct control over it.

4.2 With respect to Contiki's touring program we will do our best, at our discretion, to select accommodations, sightseeing trips and transportation to give you good value for your money.

4.3 Contiki constantly strives to improve trip itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. Contiki is not responsible for any other travel arrangements affected due to our cancellations.

4.4 Any special meal requirements will be made on a request basis only. Contiki cannot guarantee special meal requests nor will assume any responsibility or liability if clients special meal requests are not fulfilled.

4.5 We reserve the right to alter or substitute the type, size of vehicle and/or the style of transport mentioned in the brochure, resulting in occasionally having to utilise transport without some of the features promoted including WiFi & power outlets.

### 5. LIABILITY

5.1 Contiki is responsible for properly arranging and conducting your vacation. 5.2 As a Trip Operator, Contiki makes arrangements with carriers, hoteliers and other independent suppliers to provide you with some or all of the travel services you purchase. These parties are independent suppliers over whom Contiki has no direct control. Unless caused by its own negligence, Contiki is not responsible for and accepts no liability in respect to any claims, losses, damages, costs or expenses arising out of:

a) personal injury, sickness, disease, accident or death, however caused, including without limitation, where same results from your conduct on vacation.

b) loss or damage to or delay of baggage or other property unless resulting from Contiki's negligence in which case Contiki's liability shall be limited to the actual loss but in no event would exceed the total vacation cost.

c) delays and loss as a result of government action, weather, mechanical breakdown, equipment failure, labor disputes, sickness, acts of war, insurrection, terrorism, Acts of God or any other causes beyond Contiki's direct control. Contiki cannot be responsible for interruption of air carrier service due to airline default.

d) acts or omissions, whether negligent or otherwise, of suppliers of services or their personnel (including, without limitation, transportation and accommodation services) or of any other person or body unless such a person or body is employed by us, is an agent of ours, and is acting within the scope of his or her authority. In no event is Contiki liable for the acts or omissions of independent third party contractors or of its own employees or agents acting outside the scope of their duties.

e) acts of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following:

(i) any matter or topic described in sub-paragraphs (a) to (f) inclusive above.

(ii) your failure to obtain the necessary documentation to travel.

(iii) your failure to arrive on time for initial departure or for connections within the trip or to stay within or join your trip at any time after initial departure.

(iv) your leaving the trip prior to its completion.

(v) the need for Contiki to change itineraries or substitute accommodations or services, provided that Contiki makes every effort to supply the most comparable services and accommodations available.

(vi) cancellation of the vacation by Contiki provided that a full refund of all monies paid is made to you.

(vii) Many of our activities are action and adventure oriented. Sports and similar activities inherently involve risks of injury greater than those that would be encountered if you were not participating in such, and therefore, by voluntarily taking part in any of our sports or other activities, you thereby acknowledge and assume any of its risks inherent therein. In the absence of negligence on our part, or on the part of our agents and representatives, neither we nor they accept any responsibility for, and shall not be liable for, any injury, illness, damage, loss, accident, expense, delay or any other irregularity resulting from your participation in any of the activities made available to you.

(viii) We take every reasonable precaution possible to assure your comfort, safety, and enjoyment while you are taking part in a Contiki vacation. Contiki's vacations are for young 18-35 year old travelers who are in good health. A change of climate, food, time and varied cultural habits often affects travelers differently. We therefore recommend that you advise your doctor that you are taking one of our vacations and ask if he or she recommends anything for your trip, even for something as seemingly benign as an upset stomach. Because the brands of any medication to which you are accustomed may be unavailable in places to which you are traveling, we recommend you bring your own supply of any medication you will require and carry such medication in your own baggage. Prescription drugs should be carried in the original labeled bottles. Should you fall ill during your Contiki vacation, we will make every reasonable effort to make prompt, sanitary, safe and proper medical care available to you. However, if at any time or anywhere treatments of any sort are suggested to you that do not meet your needs or expectations, you should not hesitate to contact your own doctor. Also, please note that the same sorts of activities that can expose you to certain types of

diseases at home can just as easily expose you to those same diseases abroad. This information is provided only for your convenience and we are not responsible or liable for any damages resulting from your failure to confirm or ascertain health information or medical procedure, if any, for the places which you will be visiting.

(ix) Contiki is responsible for taking care to arrange and conduct your vacation properly. With you in mind, we have accepted applications from and interviewed numerous potential employees, and then we select only those people whom we believe in our best judgement would be friendly and congenial. Trip Managers, Representatives and Drivers. Although we firmly believe, based on personal interviews and certain disclosures made to us by our employees, that all of our employees enjoy excellent health, we, like other trip operators, are legally unable to confirm this in most, if not all, instances.

## YOUR RESPONSIBILITIES

### 1. BOOKING YOUR TRIP

1.1 In order to reserve your vacation, a deposit of US\$200, per person per trip, or the full amount payable if booking is made within 45 days of departure, must be submitted to Contiki by you in respect of that vacation. This payment is in addition to any deposit required by your travel agent. The deposit is accepted as a first installment of the vacation price by Contiki only once the booking has been confirmed in writing by Contiki or your travel agent. If paying by a third-party credit card your Contiki specialist will provide you a third-party authorization form that must be completely filled out and received by Contiki before payment can be received.

1.2 Your land reservation will be confirmed on receipt of a deposit of US\$200 per person for the first trip booked and then a deposit of US\$200 for second and subsequent trips booked at the time of booking or the reservation will automatically be canceled.

1.3 To reserve your airfare, a non-refundable and non-transferable deposit of US\$350 per person is required at time of booking. Once your airfare is confirmed and Contiki has received your air and land deposit, your air-inclusive price is guaranteed. Contiki reserves the right to issue your ticket based upon receipt of your land and air deposit. Any subsequent changes and/or revisions to your airline reservation after receipt of your deposit is subject to revision fees and/or airline-imposed change or cancellation fees. These fees are a minimum of \$350, and in some instances may be up to 100% of the ticket price.

### 2. PAYING THE BALANCE

2.1 The balance of the vacation price must be paid by no later than 45 days before your scheduled vacation departure date which shall be by the due date stated on the confirmation issued to you by Contiki.

2.2 Air Payment: Payment in full for your airfare booked in conjunction with your Contiki vacation may be required at time of booking. The Department of Transportation now requires Contiki to inform you of the following conditions. The package price is subject to change until it has been paid in full. When this happens, it is usually the result of increases in fuel surcharges and/or government taxes. You must consent to the possibility that, until you pay for your package in full, your price could go up. Once you have paid in full we will only adjust price increases in government taxes if applicable at that time. Bookings made directly with Contiki have 7 days from when the first invoice is sent to cancel the booking and request a refund, provided that the booking is still 45 days before trip start date. Bookings made through a travel agent subject to standard booking conditions and do not qualify for a refund.

2.3 If payment isn't made by the due date, Contiki may assume that you have canceled and cancellation charges in accordance with clause 3 below will be levied by Contiki.

2.4 Tickets and other documents won't be forwarded until full payment and required information are received by Contiki.

2.5 In the case of bookings made within 45 days of your start date, full payment is due at the time of booking. For bookings made within 21 days of the trip start date, documents can be emailed to the passenger at an additional charge or passenger can pay an expedited shipment fee (that varies by state) for physical documents.

2.6 Contiki reserves the right to cancel the booking and apply cancellation charges should payments not be received within the above specified periods. It is your responsibility to ensure you meet your payment deadlines.

2.7 Travel documents will be sent to you approximately 21 days prior to trip start date (providing full payment has been received). However, if physical travel documents are required the next day or earlier than 21 days prior to trip start date (providing full payment has been received), an expedited shipment fee (that varies by state) will apply. Any documents delivered outside the USA will incur a minimum fee of \$50. The actual cost will be advised at time of booking.

### 3. IF YOU CANCEL

3.1 Freedom Guarantee/FreeDeposit: We know that travel plans can change. If you need to cancel for any reason, your deposit will remain secure until you're ready to use it. Or if you can't go, your deposit value is also transferable, so you can gift your deposit to a friend or family member.

The value of the original deposit can be applied towards booking a new trip. The original deposit refers to the trip deposit only and excludes any additional deposits such as Inca Trail, or flights. Any discounts already refunded are not applicable. The FreeDeposit will be applied as a discount on the final payment of your new trip. The amount allowed to be redeemed is equal to the original deposit amount paid. In the case of multiple deposits due to back-to-back trips, only one deposit amount can be credited per trip, they cannot be combined. However, multiple trips can be booked using multiple FreeDeposits. Valid on all Contiki trips 7 days or longer. Offer is valid until the client turns 36, fitting within Contiki's age limit as per Contiki's booking conditions. After turning 36 years of age, the FreeDeposit can be used with one of our sister brands, get inspired here [www.ftic.com/brands/](http://www.ftic.com/brands/). Deposit can also be gifted to family or friends. To gift to family or friend the customer must email confirmation to Contiki stating the nominated name. Gifting only valid within 5 calendar years of the original booking. (Eg cancelled in 2014, valid on trips up to end of 2019). FreeDeposit is not valid on existing bookings. Has no cash value, and is non-refundable. FreeDeposit is not combinable with Early Booking Discounts or Last Minute Deals within 120 days of original travel date.

3.2 Notice of cancellation must be made verbally and will not be accepted via email or fax so that we can verify traveler identity.

3.3 Each traveler must call to cancel their own portion and cannot cancel another traveler on their behalf even if booked on the same reservation. Refunds will only be issued to the credit card holder(s) that made the payment(s).

3.4 The following scale of charges will apply when notice of cancellation, is given after booking is confirmed:

**COACH TRIPS PERIOD OF NOTICE\***

No. of days prior to trip departure... Cancellation Fee as a % of the total trip price

46 days or more... \$200 See FreeDeposit (Section 3.1)

45-22 days... 25% of trip price

21-7 days... 50% of trip price

Day of departure... 100% of trip price

Extra night hotel accommodations that are cancelled within 14 days of booked date incur 100% cancellation fee, outside 14 days the following fees will be charged:

45-22 days... 25%

21-15 days... 50%

15-10 days... 100%

\*Where the percentage cancellation fee is less than the trip deposit, the cancellation fee will equal loss of deposit. If the reason for cancellation falls within the terms of any vacation insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company.

### AIR ARRANGEMENTS

This cancellation charges apply for airline arrangements made by Contiki: Prior to ticketing a service fee of \$50 per person plus any airline imposed penalties. After ticketing a service fee of \$75 per person plus any airline imposed penalties which may be up to 100% of the air ticket value.

3.5 Any cancellation of additional services booked prior to and after your trip or resort booking, such as pre- and post-accommodations and transfers, that are cancelled within 14 days of the trip departure incur a 100% cancellation fee.

3.6 These cancellation fees are in addition to any cancellation fees that may be levied by your travel agent. All cancellations notices valid as at January 5th, 2018 and are subject to change. Final policy will be confirmed at time of booking.

3.7 Please note that Contiki is not liable for any cancellation penalties incurred on any other travel arrangements including air tickets purchased separately from the air and land included package. Please note: the trip start date constitutes the date indicated on Contiki's confirmation.

### 4. IF YOU CHANGE YOUR BOOKING

4.1 If after your booking has been confirmed, you wish to change to an alternate departure date of any available trip, you do so subject to availability.

4.2 If the change is requested outside of 46 days before the original trip departure no fee will be charged.

4.3 A change of booking within 45 days of original trip departure will be treated as a cancellation and normal cancellation fees will apply (as detailed in section 3). However trip deposits can be used as credit to a new trip, see FreeDeposit.

4.4 A name change to a different person will be treated as a cancellation.

4.5 A fee will be charged for any alteration to airline arrangements made by Contiki as per clause 3.

### 5. VACATION DETAILS AND CONDITIONS

5.1 Please read the brochure carefully for those items included in the price. No allowance or refund can be made for meals, accommodations, excursions, etc., that you elect not to take, or when museums, shops, etc. are closed. Hotel facilities may vary from place to place. Meals may vary in style.

5.2 Clients must be aged between 18 & 35 inclusive to travel on Contiki trips. Contiki's vacations are specifically planned for those in the 18-35 age group. Consequently the facilities and activities on a Contiki trip are not appropriate to persons outside this age bracket. If you have a question regarding the age groups, you should discuss this with us or your travel agent.

5.3 Contiki strives to provide a safe, enjoyable and memorable travel experience for all passengers. Contiki welcomes passengers with disabilities. However, please note the following:

• Passengers are required to advise Contiki, in advance, of any physical, medical or other needs that require accommodation. A traveler information form must be completed prior to final payment.

• All guests must ensure they are medically and physically fit for travel. Contiki may also exclude an individual from participating in a trip or an activity if that individual's participation poses a direct threat to health or safety.

• Contiki does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as pushing a wheelchair or assistance in eating, toileting or dressing). A companion, within the age range of 18-35, capable of providing such assistance must accompany any passenger who requires services of a personal nature.

• Contiki does not employ medical personnel. Any necessary medical attention will be provided by a local facility at the passenger's expense. Contiki is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on the trip, or for the quality of the care or services received.

• Passengers should be aware some trips include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and locations which may not be easily accessible or accessible by wheelchair. During the trip, Contiki may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities over which Contiki has no control. Accommodations or recreational trips may differ from those in the United States.

• Contiki cannot guarantee disability access or accommodations for passengers traveling on international trips.

• Contiki may, in its sole discretion, decline the booking of any passenger or remove any passenger who cannot comply or refuses to comply with Contiki's terms and conditions. Contiki is not responsible for any costs incurred in the event a passenger is removed from a trip. Passengers agree not to hold Contiki or any of its related entities liable for any actions taken under these terms and conditions.

5.4 You are responsible for all travel arrangements and costs to the point of commencement/conclusion of the vacation.

5.5 There may be times when the Contiki Trip Manager or Representative has to make a decision in your best interest or the best interests of their group. You agree to comply with the authority and decisions of the appointed Contiki Trip Manager or Representative and the laws of the country in which you are traveling. If you do not comply with the Contiki Trip Manager's or Representative's opinion, you are not compatible with the general enjoyment and well-being of other members on the trip or the smooth operation of the vacation itself, we reserve the right to refuse to let you continue with the trip. We do not tolerate the possession or carriage of legal or restricted substances (drugs). Furthermore, you agree that your fellow travelers and any Contiki Representatives have the right to travel with you in a safe environment. Any threats to their safety, well-being or inappropriate behavior by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your vacation. In either event, you will be responsible for your own repatriation and related costs and have no claims against us.

5.6 You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodations. You are advised to immediately report any pre-existing damage in your room to hotel staff and/or a Contiki Trip Manager as soon as it is discovered.

5.7 Where the passenger occupies a motorcoach seat fitted with a safety belt, neither the operator or service providers, agents or co-operating organizations shall be liable for any illness, injury or death or any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of the accident or incident.

5.8 It is your responsibility to have a valid passport and all visas, permits and certificates required for your selected vacation before your departure as well as any necessary vaccinations and to comply with all applicable laws. Contiki is not responsible for any costs incurred as a result of failing to obtain necessary visas. Any costs whatsoever regarding obtaining, replacing or changing visas while on the trip (including accommodations, meals, flights and transfers incurred due to associated delays) are at your own expense.

5.9 You agree that our Contiki Trip Managers or Representatives may take photographs and films of you while you are on a vacation and that these may be used in our Group brochures and/or advertising or publicity material without obtaining any further consent or payment in respect of such photographs and/or films.

5.10 Should you have a complaint in respect to the vacation, you should inform the Contiki Representative during the course of the vacation and if the matter cannot be resolved after the representative's best endeavors to do so during the vacation, your complaint should be made in writing to Contiki as soon as is reasonably possible after the vacation but within 42 days thereof so that your complaint can be investigated. Email complaints to [help@contiki.com](mailto:help@contiki.com). Any claims made after the 42 day period will not be considered by Contiki. If you choose to write to Contiki via the Internet, please provide your home address so that we are able to reply to you in writing.

5.11 The agreement arising between the passenger and the Operators under this brochure and the booking made by the passenger shall be governed by the law of the State of California, County of Orange, which shall have exclusive jurisdiction in the case of any dispute between the parties.

5.12 If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.

5.13 If you are unsuccessful in any legal action instituted against us, you agree to pay all of our costs, including but not limited to, attorney/client costs.

### 6. TRAVEL INSURANCE

Travel insurance is strongly recommended on our trips & we have some of the best deals on rates. Visit [contiki.com/insurance](http://contiki.com/insurance). It is strongly recommended that you take out comprehensive insurance coverage for cancellation, personal injury, death, medical expenses, repatriation expenses and evacuation expenses before you travel on a Contiki vacation. We strongly recommend your insurance also covers cancellation, personal liability and loss of personal property. Please check that the insurance covers all of the activities that you are going to be participating in. Some policies exclude certain adventure activities. This should be arranged at the time of payment of the deposit and will, in certain circumstances, cover you against loss of deposit or cancellation fees from the date of confirmation of your booking, as shown in the insurance policy. Contiki cannot be held responsible for your failure to take out appropriate insurance. You also agree to indemnify us against all third-party claims,

damages and remedies which may be brought against us in respect of your participation in the vacation.

With the insurance of Aon Affinity we are able to offer comprehensive travel insurance at group discount rates (see details on p.82). If you wish to have this valuable protection, please advise your Travel Agent to request the insurance and to include the cost of insurance within 14 days of making reservation or before final payment is made, whichever comes first. Please note there will be no travel insurance provided unless you request it from your Travel Agent and the payment is forwarded to Contiki. Complete details of the coverage limitations and exclusions are included with your vacation invoice.

### 7. ILLNESS OR ABSENTEEISM

In the event of your withdrawal from a vacation after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the trip.

### 8. WHAT'S NOT INCLUDED IN THE TRIP PRICE

Airfares (unless you purchase a land-air package), air-related taxes and fees passport and visas, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to Trip Managers, representatives, drivers and local guides, items of a personal nature, excess baggage, and optional excursions. For more go to <https://www.contiki.com/faq-luggage>

### 9. WEATHER CONDITIONS

Under no circumstances can we be held responsible for snow or weather conditions, nor can any vacation be canceled or amended by you at any time on the basis of snow or weather conditions.

### 10. LUGGAGE RESTRICTIONS

Luggage is restricted to one reasonable sized, non-expanding suitcase size up to 73cm x 50cm x 25cm (29" x 20" x 10") and the maximum weight of 44lbs (20 kgs) plus one small hand luggage bag that can go on the coach with you. No metal frame backpacks are allowed. Contiki reserves the right to refuse to accept larger suitcases on trip.

## GENERAL

### 1. CONTRACTING PARTIES

1.1 The Booking Conditions detailed herein contain the entire contract between you and Contiki. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorized officer or director of Contiki.

1.2 Your contract is with us as the trip operating company. At any time and at our complete discretion we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion limit all or any rights and liabilities arising under or in virtue of this or any other contract with you.

1.3 Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time passengers are not on board planes, transportation or conveyances. We rely on international conventions, national and international law, which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol & Montreal Protocol) in relation to air travel, or Montreal Convention, the Berne Convention for rail travel, Athens Convention 1974 for carriage by sea, the Geneva Convention for carriage by road & the Paris Convention 1962 for hotels. We are to be regarded as carrying all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage & delay to passengers & luggage. Enrollment in & payment for a trip shall constitute agreement & acceptance by the passenger of the terms & conditions set forth in this brochure which cannot be varied except in writing by an officer of the Company.

1.4 Contiki is not a carrier or hotelier nor does it own aircrafts, hotels or coaches. All bookings with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers. Please note that some of these limit or exclude liability in respect of death, personal injury, delay and loss of damage to baggage. While we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-party, we will give every reasonable assistance in helping to resolve any reasonable dispute. Please also note that Contiki cannot be held responsible for the failure of any of these parties to provide facilities or services for handicapped clients (see also 6. under Vacation Details & Conditions).

1.5 Please note that no airline or carrier depicted or recommended in this brochure by virtue of their endorsement of this brochure represented themselves either as contracting with any purchaser of a vacation from Contiki or as having any other legal relationship with any such purchaser.

1.6 Every effort is made to ensure brochure accuracy at the time of going to print, however; Contiki cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

1.7 The agreement arising between the passenger and the Operators under this brochure and the booking made by the passenger shall be governed by the law of the State of California, County of Orange, which shall have exclusive jurisdiction in the case of any dispute between the parties.

1.8 In the case of computer or human billing error we reserve the right to reinvoice passenger with correct billings.

### 2. THE USTOA \$1 MILLION TRAVELERS ASSISTANCE PROGRAM

Contiki Vacations shares the coverage available under the USTOA \$1 Million Travelers Assistance Program with affiliates of The Travel Corporation, who, as an Active Member of the USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance Program, the advance payments of Contiki Vacations customers in the unlikely event of Contiki Vacations bankruptcy, insolvency or cessation of business.

Further, you should understand that the \$1 Million provided by The Travel Corporation and shared among its affiliates may be sufficient to provide only a partial recovery of the advance payments received by Contiki Vacations. More details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.ustoa.com](http://www.ustoa.com).

### 3. VALIDITY

The programs advertised in this brochure are valid from April 2018 to October 2019.

### 4. OPERATING COMPANIES

The programmes advertised in this brochure are operated by Contiki Holidays (Australia) Pty Ltd and Travel Corporation NZ Limited.

### 5. CONTIKI IS REPRESENTED IN:

Australia, Brazil, Brunel, Canada, China, Costa Rica, Germany, Hong Kong, India, Indonesia, Italy, Japan, Korea, Malaysia, Mexico, Netherlands, New Zealand, Philippines, Puerto Rico, Singapore, South Africa, Switzerland, Taiwan, Thailand, United Kingdom and USA.

Contiki is a registered trademark of Contiki Tours International Ltd, Guernsey.

### DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If you do not pass this information to the relevant suppliers we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Where the data might be passed on for marketing purposes, you have the right to opt out of future marketing. You also have a right of access to data held which can be obtained by writing to Contiki Holidays Asia Ltd, Travel House, P.O. Box Manor, St Peter Port, Guernsey, Channel Islands, GY1 2JH.

This brochure was published in January 2018 and supersedes any other current brochure in the market.