



balanced, lifetime, unique experiences in travel

TERMS & CONDITIONS

By making a reservation and paying the initial deposit required I, (the participant; participants), accept all TERMS & CONDITIONS stated herewith and agree to release GROUP BLU CORPORATION/d.b.a. BLU DESTINATIONS (referred to in these Terms & Conditions as "BLU DESTINATIONS"), its agents and employees and any other group organizer/leader from all claims arising out of any such events, acts, or omissions as referred to above and waive any charge-back rights.

I accept liability for any financial obligations I may cause or any damage or injury I may cause/incure while participating on a BLU DESTINATIONS serviced tour/trip.

Any film or video likeness taken of me while participating on a BLU DESTINATIONS tour and any of my comments or statements may be used in future materials published by BLU DESTINATIONS.

I, the participant, am responsible for obtaining and carrying a current passport valid for 6 months after my return date and the appropriate visas for countries I am to visit if required.

BLU DESTINATIONS, its affiliates, directors, officers, employees, sponsors and organizations, and tour directors/escorts, along with any persons or entity employed or utilized by BLU DESTINATIONS, cannot be held responsible for any injury, loss, damage, accident, delay, or additional expense resulting from events beyond its control including - without limitation - acts of God, war, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and (in the absence of its own gross negligence) events arising from the use of any vehicle or from BLU DESTINATIONS's selection of, any bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, or other firm, agency, company, or individual. BLU DESTINATIONS is not responsible for any loss of passport, airline tickets, or other travel documents, luggage, or any other participant's belongings or for consequential damages in any event. BLU DESTINATIONS shall have the right - without refund - to send home, at his/her own expense and without escort, any participant who appears to have used drugs or alcohol, or engaged in any illegal or disruptive conduct, or any conduct that threatens the safety or integrity of the tour. No additional warranties, terms, or conditions apply to any program unless expressly stated in this brochure or stated in writing and signed by BLU DESTINATIONS.

BLU DESTINATIONS reserves the right to make changes in itineraries, travel arrangements, airlines, hotels, excursions, activities, ship assignments, cruise ports of call, or other arrangements made necessary by factors beyond its control. On certain dates when some attractions or activities may not be available, BLU DESTINATIONS reserves the right to substitute alternate attractions or activities. Such changes are not grounds for cancellation. BLU DESTINATIONS is not responsible for flight delays, missed connecting flights, long layovers, or any expenses related to such delays. BLU DESTINATIONS may cancel a given tour/program due to unforeseen reasons or other vendor related and condition reasons, in which case paying participants will be offered: (1) an alternate tour or departure date or (2) cancellation with full refund (less any insurance premiums paid).

BLU DESTINATIONS and the air carriers have the right to substitute airlines, to make changes in the published itinerary (e.g. in the departure and arrival dates, times, or cities, or revising the order in which the various cities are visited), and I agree to accept any such changes. No refund will be made in the event of changes in the itinerary. BLU DESTINATIONS will attempt to furnish alternate service options for any such changes. Because some U.S. departure cities may not provide direct air service to overseas destinations, it may be necessary to connect through some other U.S. or foreign airport. BLU DESTINATIONS retains the right to determine all airline and flight routings. BLU DESTINATIONS is not responsible for typographical errors on invoices, itineraries, or any written material.

DISPUTE RESOLUTION: Participant(s) waive any charge-back rights. The sole and exclusive method of resolving any dispute, which might arise under these conditions, shall be by arbitration before the American Arbitration

Association in Bergen County pursuant to the Association's rules then in effect. A resulting award in arbitration may be enforced in any Court of competent jurisdiction.

RESERVATION/CONFIRMATION: Reservations are processed only upon receipt in the BLU DESTINATIONS office of a completed application with the proper payment. New applications within 60 days of departure are on request and must submit full payment and any late fees prior to acceptance on a program, and may be subject to additional air or land surcharges.

FEES FOR RETURNED CHECKS; LATE ENROLLMENT; NAME CHANGES AND REINSTATEMENT: BLU DESTINATIONS will charge a \$50 processing fee for any payment returned to us due to insufficient funds or stop payment. All replacement payments prior to 60 days before departure must be a money order or cashier's check. Reinstatement fees for any canceled participant are \$200. Name changes requested for an airline ticket are subject to a \$250 fee and at the discrepancy of the air carrier is subject to additional fees.

CONTRACT PRICE / PAYMENT SCHEDULE: BLU DESTINATIONS guarantees the contract price (except for items specified as subject to change) of programs and customized itineraries provided that participants pay according to the contract deposit/payment schedule. Certain prices are subject to change without notice because the fees quoted for the program/itinerary are based upon airline imposed government fees and fuel surcharges and currency exchange rates in effect on the offer date. The contract price is defined as the per person price quoted in the contract agreement furnished by BLU DESTINATIONS to travelers and/or groups; group leaders; group organizers; other entities soliciting the services of BLU DESTINATIONS. Payment deadlines to guarantee contract price are specified and defined in each contract and or program offered. Failure to pay BLU DESTINATIONS in full by the Full Payment Due Date may result in administrative cancellation. Participants who submit applications for travel within three weeks of the due dates are strongly urged to send full payment with their applications to avoid late payment fees. Those paying in full after the noted payment deadline or sending in late applications are subject to a \$100 late fee. Notwithstanding any of the above price guarantees, all contract prices are subject to change without notice if BLU DESTINATIONS's costs increase due to extreme fuel or currency fluctuations, or incidental charges resulting from increased local or foreign taxes, airport charges, airline security fees, and the like. Increased charges resulting in a price increase greater than 10% of the contract price will entitle participants to cancel and receive a full refund of all payments made. An increase of up to 10% of the contract price shall not constitute any right to cancel with refund of payments.

CANCELLATION AND REFUND POLICY: The right to a refund if a participant changes plans is limited. Your cancellation notice must be in writing to BLU DESTINATIONS and refund, if any, will be processed subject to the specified cancellation conditions/fees of each contract for the tour/program. Certain tours and suppliers may require non-refundable prepayment during certain times of the year. No refund will be made for unused services. Once a tour begins, any changes made by a participant are the responsibility of the participant. Unless otherwise specified on your individual contract with BLU DESTINATIONS the following charges will apply when you cancel your trip/tour participation:

CANCELLATION CONDITIONS AND CHARGES PER PERSON	
PRIOR TO TOUR/TRIP DEPARTURE	CHARGES PER PERSON
91 or more days	\$500.00*
90-61 days	50% of the total tour/trip price*
60-31 days	75% of the total tour/trip price*
30 days or less & Non-show	100% of the total tour/trip price*

*Unless otherwise specified on your contract
EMERGENCY SUBSTITUTIONS: In the event that a participant has to withdraw from a tour/program and can provide a suitable replacement, a substitutions fee of \$200 will be charge in addition to any Airline imposed name-change fees, cancellation or other charges.

DELAYED RETURNS: Individuals desiring to extend their stay independently may request to do so in writing from BLU DESTINATIONS no later than 120 days prior to the group/program departure date. All individuals flying

independently from the tour/program must make their own ground transportation arrangements to and from their overseas airports unless prior supplementary arrangements have specifically made between them and BLU DESTINATIONS in writing. Choice of airline used is at the discretion of BLU DESTINATIONS. BLU DESTINATIONS will charge a \$250 deviation fee and any applicable additional airline charge or other related charges. Confirmation of special flight arrangements is subject to availability.

INSURANCE: Trip Interruption, Medical and Baggage insurance is available and HIGHLY RECOMMENDED. BLU DESTINATIONS will furnish information upon request.

OPTIONAL EXCURSIONS, EXTRA DAYS: Optional excursions are based on a minimum passengers participating and are subject to availability. They must be booked as soon as possible (with full payment) no later than 90 days prior to departure. Optional extra days must be requested at the time of enrollment. Cancellation or unavailability of optional field trips or extra days shall not entitle participants to cancel the tour program.

PROGRAM/TOUR PRICES INCLUDE: Unless otherwise noted on each specific contract for each tour/program all included and not included items are listed and clearly specified within each contract. If you have questions about specific items being included - please contact the office of BLU DESTINATIONS or your trip consultant. Airfare luggage allowance is enforced by the participating airlines and their policies. Please contact the office of BLU DESTINATIONS or your trip consultant for specifics of each tour/program.

SPECIAL EVENTS: Special events occurring in different countries at different times may influence the regular operation of a tour (such as championship games, religious celebrations, athletic events, political events, music festivals, etc.). On these occasions, air service and accommodations in the cities involved are limited; therefore, BLU DESTINATIONS reserves the right to use alternate accommodations and/or services in the area. Different payment schedules and cancellation penalties may apply during such events.

NOT INCLUDED: BLU DESTINATIONS contract rates specify all not included items per each tour/program. In general prices DO NOT include: passport or visa fees; optional insurance fees; beverages with meals; breakfasts after overnight transportation; port taxes for cruises; excess baggage charges; optional trips; shore excursions; tips to the tour directors, bus drivers, guides, cruise staff; expenses incurred during free time periods; portage at airports and hotels; lodging, meals, transportation, or reimbursement for missed travel services due to airline cancellation or delays; transportation from traveler's home to the airport of departure and back; arrival and departure fees for non-European destinations; any mandatory new or increased taxes or inspection fees levied on airline tickets or at ports of entry/exit; and overseas airport transfers for individuals traveling separately from the main tour/program.

ACCOMMODATIONS: As specified on each tour/program.
Hotels: Unless otherwise specified, all rooms are "run of the house." BLU DESTINATIONS reserves the right to replace hotels with similar or higher category hotels without prior notice to participants, if due to circumstances beyond its control. All facilities listed are those available at time of printing and may be changed without prior notice. Hotel classification used to denote the various categories is based on local government standards.

Cruises: Accommodations are per description in the tour/programs. Cruise lines and cruise ships may be substituted and itineraries slightly altered without prior notice to participants, due to circumstances beyond its control. Special deposit, payment and cancellation conditions may apply for small cruise ships cruises; Nile cruises; Galapagos cruises and other special cruises or cruise ship/yacht charters.

Overnight Means of Transportation: When an overnight mean of transportation is use such as but not limited to train, ferry, the accommodations if any included will be specified on each tour/program contract details.

CHANGES IN ITINERARIES AND PROGRAMS: BLU DESTINATIONS reserves the right to make changes in itineraries, travel arrangements, airlines, hotels, excursions, activities, ship assignments, cruise ports-of-call, or other

arrangements made necessary by factors beyond its control. Please refer to item #3 of this document for more details

INTERNATIONAL FLIGHTS/DEPARTURE AIRPORTS: BLU DESTINATIONS uses regularly scheduled flights operated by major airlines. Non-stop plane service is not guaranteed. Alternative air equipment may be substituted at any time, and aircraft may make additional stops. All flights are subject to airline dictated schedule changes beyond BLU DESTINATIONS'S control. Such changes are not grounds for cancellation or refund. BLU DESTINATIONS reserves the right to use alternate airports within reasonable distance from the origin city at its own discretion. Individuals not originating from the same US departure city as the tour/program will not be guaranteed air routings with the main tour/program. Participants traveling from an alternate departure city must pay the tour price from their selected city plus a deviation fee of \$200 plus any airline-imposed surcharges.

LUGGAGE: BLU DESTINATIONS recommends no more than 44 pounds of luggage per person. Airlines, at their own discretion, may impose charges for excess luggage/poundage, for which the traveler is solely responsible. BLU DESTINATIONS is not responsible for any loss or inconvenience due to any loss or damage of participants' luggage or its contents during the program. The direct air carrier's limitation on its liability is noted on the airline ticket. The passenger's contract in use by the airline shall constitute the sole contract between the airline and the passenger. Transportation companies (both air and ground BLU DESTINATIONS's) used by BLU DESTINATIONS shall not incur any responsibility for liability to any traveler aside from their stated liability as common carriers.

TOUR/PROGRAM DOCUMENTATION: The specific flight itinerary, as well as hotel assignments and final program itinerary, will be available approximately 1-2 weeks before departure. E-Ticket receipts will be sent at this time only if full payment from all participants has been received. Please note that BLU DESTINATIONS sends tickets and travel documents directly to the group organizer and to individuals who are traveling from cities different than the rest of the group.

TOUR DIRECTORS / TOUR ESCORTS/TOUR MANAGERS: Unless otherwise stated in your contract, all BLU DESTINATIONS tours/programs do not include a tour director or escort or manager. BLU DESTINATIONS will arrange for local guides of its sightseeing tours as required and specified in each tour/program contract. Tour directors/escorts/managers do not accompany groups on international and continental flight or cruises, unless specifically mentioned in a tour/program contract.

RESPONSIBILITY: BLU DESTINATIONS, its affiliates, directors, officers, employees, group organizers, sponsoring schools and organizations, and tour director/escorts, along with any persons or entity employed or utilized by BLU DESTINATIONS, cannot be held responsible for any injury, loss, damage, accident, delay, or additional expense resulting from events beyond its control including - without limitation - acts of GOD, war, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, and (in the absence of its own gross negligence) events arising from the use of any vehicle or from BLU DESTINATIONS'S selection of, any bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, or other firm, agency, company, or individual. No additional warranties, terms, or conditions apply to any program unless expressly stated in this brochure or stated in writing and signed by BLU DESTINATIONS.

FINANCIAL SECURITY: BLU DESTINATIONS maintains a Trust Account for all customer deposits at Bank of America and is a participant of CST; #2110113-40, a member in good standing of ASTA and CLIA. BLU DESTINATIONS also offers optional individual travel insurance policies available to settle covered claims in the unlikely event of a trip interruption or trip cancellation by the participant.

BLU DESTINATIONS maintains a \$1,000,000.00 / Aggregated \$2,000,000.00 General & Professional Liability Insurance Policy with the HANOVER Group.