

# LEARN BY ADVENTURE Terms & Conditions

# GENERAL TERMS BEFORE WE GET STARTED

#### **Important Information**

By registering for this program, you are agreeing to participate in a full-service group educational travel experience, operated by Lakeland Tours LLC dba WorldStrides, or one of our affiliate businesses. Please note that, while WorldStrides and its affiliates will arrange the various travel elements for your trip, the total price quoted for your program includes additional pre-trip services, including but not limited to the development of the associated educational content and materials, the printing and distribution of program materials, the costs associated with our various group health and safety measures, and the administrative and service costs related to group management.

## FLEXIBLE PAYMENT OPTIONS

We provide you with options and flexibility to make our educational experiences more accessible.

### What are your payment options?

- 1) Full Payment: Pay in full, within 7 days of registration;
- **2) Monthly Automated Plan**: Make a deposit at the time of registration, and your credit card on file will be automatically charged in subsequent installments per an agreed-upon schedule.

Whatever option you choose, please note that your account must be paid in full by the final payment deadline or your account will be subject to cancellation.

#### What if you're late on a payment?

**Late Payment and Fees:** WorldStrides charges a \$60 late payment fee. The fee for any late payments made after any scheduled installment date is \$15. No personal checks or business checks will be accepted after the final payment deadline. There is a \$35 service charge on returned checks, declined credit cards or declined e-checks.

#### What do you need to know about your program fees?

**Non-Refundable Fees:** Your deposit, any handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

#### What is not included in your program fees?

Unless specifically stated in your registration materials, WorldStrides' program prices do not include airline transportation, passport fees, visa fees, trip protection fees, baggage charges, porterage at airports and hotels, gratuities to guides or bus drivers, private or small group fee, expenses incurred during free time, optional excursions, trip extensions, local transportation to unscheduled activities, transportation from your home to the origination point of the program, overnight lodging and meals prior to departure or upon return from a program.

#### The Program Information Itinerary

Prior to departure, you will be sent details regarding hotel information, packing tips, drop-off/pick-up locations, etc. Itineraries, tour leader(s), and hotel information are subject to change. This is especially true when participating in a tournament or event, where WorldStrides is subject to the program hosts' schedule, accommodations, and transportation.

#### **Protecting You on Tour**

While on tour, all participants are provided with accident, illness, and accident-related dental insurance coverage to cover out-of-pocket costs beyond the participant's own insurance. This insurance covers up to \$7,500 for accident, \$1,500 for illness, and \$750 for accident-related dental. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant. Other limitations may apply. Full details are available upon request.

Please note, participants are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment.

#### **Personal Property**

Participants are fully responsible for any costs arising from the damage, loss, or theft of any personal property during the program.

#### **Travelers with Disabilities**

WorldStrides happily welcomes all travelers on our tours. However, the trips are fast paced, require a great deal of walking, and can be physically demanding. Due to these restrictions, you may not be able to fully participate in the tour. Furthermore, WorldStrides is not responsible for any denial of service by carriers, hotels, restaurants, and other independent suppliers, and cannot refund the cost of any activity in which you were unable to participate. We encourage that any disability requiring special attention be reported to WorldStrides at the time you make your reservation. WorldStrides will make reasonable attempts to accommodate special needs. Travelers requiring extraordinary assistance must be accompanied by a paying companion who is capable of and totally responsible for providing the necessary assistance.

## **Special Dietary Requirements**

WorldStrides cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant.

#### Authority to Decline Participants or Remove Participants

WorldStrides reserves the right to accept or reject any person. WorldStrides reserves the right to expel any participant if we deem this necessary for the comfort, convenience or safety of the program or other participants, including if Participant behavior is deemed to cause or be likely to cause danger, distress or annoyance to other participants or if WorldStrides reasonably determines Participants condition would adversely affect their health, safety or enjoyment or that of other participants. If removed from a program in progress, Participant will not be entitled to any refund, payment, compensation or credit of any kind for unused or missed services or costs incurred resulting from the termination of the travel arrangements and Participant will be responsible for all travel costs to return back home.

#### What happens if your program changes after registration?

**Program Changes Made by WorldStrides**: Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond WorldStrides' control at the discretion of WorldStrides as it deems necessary or desirable. On certain dates some attractions or activities may be closed, and the availability of some venues advertised or communicated cannot be guaranteed. Some venues may require special equipment. Venues may also close without prior notice due to public holidays, festivals and routine maintenance. In these instances, no refunds can be given. Whenever possible, suitable alternatives will be provided.

WorldStrides reserves the right to change the date of departure by no more than two days from the original departure date. These changes are not grounds for cancellation without penalty or for refunds after the tour.

On occasion, WorldStrides must change dates of a scheduled program by more than 2 days as the result of Exceptional Circumstances, as defined below, or as a result of operational challenges or difficulties, including without limitation, travel restrictions, event cancellations, facility closures, government-imposed restrictions/closures, or other reasons beyond the control of WorldStrides.

Should WorldStrides need to change the dates of a scheduled program by more than 2 days, we will work with you to reschedule your trip to dates that work for you. If you elect to cancel because your program dates are changed by 3 days or more, the policy regarding Cancellation due to Exceptional Circumstances will apply.

#### What if you have to cancel your registration?

All cancellations must be made in writing by the person listed on the registration form to your account representative or customer service at **lba@worldstrides.com** or via mail to WorldStrides, 218 W Water St, Charlottesville, VA 22902, must be postmarked prior to the program departure, and must include account number, registrant's name, and complete address.

Within 24 hours following receipt of your registration confirmation or initial payment invoice (whichever is first), you may cancel your WorldStrides program and receive a full refund. After 24 hours, the Standard Cancellation Policy applies.

All refunds are issued using the original form of payment on the account. Check refunds are only issued to the primary responsible party listed on the account. WorldStrides accepts payment via check, e-check, debit card, and credit card. Should you choose to use a gift and/or preloaded credit card to make one or more payments on your WorldStrides account, WorldStrides is not responsible for replacing any credits that are successfully processed back to any lost, stolen, or destroyed gift or preloaded credit card account used for payment.

**Standard Cancellation Policy:** The services and value we provide begin long before your date of departure, and there are significant unrecoverable costs as your departure date approaches. Therefore, if you cancel beyond the 24-hour grace period, WorldStrides will be entitled to retain (in addition to the Non-Refundable Fees):

- 25% of the base trip price if your cancellation letter is postmarked more than 75 days prior to the group's departure,
- 50% of the base trip price if your cancellation letter is postmarked 45 to 74 days prior to group's departure, or
- 100% of the base trip price if your cancellation letter is postmarked 44 days or fewer prior to group's departure.

**Cancellation due to Exceptional Circumstances:** If your program is canceled or cannot be delivered due to Exceptional Circumstances (explained below), travelers will be refunded all monies paid less Non-Refundable Fees and an additional cancellation fee, if applicable, of \$399 for trips involving international air travel, \$289 for trips involving domestic air travel, or \$149 for trips involving domestic bus travel. After August 2021, cancellation fees will be \$499 for international air travel, \$389 for domestic air travel, and \$189 for domestic bus travel. Please note - these fees are not intended to be a penalty, but rather a fair estimation of a portion of the unrecoverable internal and external costs related to planning, managing, and administering a full-service travel program, that are incurred by WorldStrides prior to the date of departure.

**Exceptional Circumstances:** Without limitation, WorldStrides, including its affiliates, owners, officers, agents, employees or any associated organization, is not responsible for any injury, loss, or damage to person or property, death, delay, overbooking or downgrading of accommodations, mechanical or other failure of any means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, or for any other inconvenience beyond the direct control of WorldStrides, in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, Exceptional Circumstances. Exceptional Circumstances may also justify postponement or (if postponement is not achievable) cancellation of trips. Exceptional Circumstances include, but are not limited to, acts of force majeure, war (whether declared or not), criminal or terrorist activities of any kind or the threat thereof, civil unrest, strikes or other restrictive labor activities, illness or disease, actual, perceived or threatened epidemics or pandemics, government-imposed travel restrictions or closures, and other events outside WorldStrides' control that make performance of a trip as contemplated impossible or impractical.

## PROTECTING YOUR INVESTMENT

**USTOA Membership Means You're Protected:** WorldStrides, as an Active Member of USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to information@ustoa.com or by visiting their website at **www.ustoa.com**.

## GENERAL INFORMATION

**Third-Party Providers** Lakeland Tours, LLC d/b/a WorldStrides, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "WorldStrides") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, WorldStrides is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Further, WorldStrides is not liable for any inconvenience, costs, losses, or damages associated with the denial of services or special requirements of services imposed by such person or entity, or of any third party.

**Arbitration:** Any dispute concerning these Terms & Conditions and/or any other matter concerning the trip, including, but not limited to, any events and circumstances occurring during the trip, shall be resolved exclusively by binding arbitration in Charlottesville, Virginia, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Virginia law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.

**Privacy:** Because the nature of our business requires coordination with various providers who deliver the travel services, it is necessary to share some personal information from time to time. For more information, please visit: **worldstrides.com/privacy-policy**.

#### **Seller of Travel Registrations:**

- Hawaii TARS-5388; IA 568; and WA 601 887 646, 602 011 744.
- California Seller of Travel Registration No: 2041618-20. Note: Registration as a seller of travel does not constitute approval by the state of California. WorldStrides' principal office is located in Charlottesville, VA. This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of WorldStrides' default. These Term andConditions apply to the maximum extent permissible without violating individual applicable state laws; to the extent state law invalidates any provision, all provisions not invalidated by state law will remain in force.

**Please note:** A participant will not be allowed to travel on a WorldStrides tour if his/her name does not appear on the travel roster on the day of departure, or if he/she has not submitted a signed waiver and release form, emergency medical release form, or personal behavior contract. By registering for a WorldStrides trip, and making an initial deposit, participants and/or persons listed on the account are agreeing to and consenting to these Terms and Conditions. If you do not understand any of the foregoing Terms and Conditions, or if you have any questions or comments, please contact WorldStrides Customer Support at 1-800-468-5899.