

## TOUR CONDITIONS – GROUP/ WINTER 2023-2024

**HOW TO BOOK:** Call your travel professional (Charles Thompson at 774 276-7210) or Ski.com at 1-800-821-6670. They have the latest information regarding flights, rates, lodging, rental cars, terms and conditions, and other information, and can help make the most of your vacation time and budget. Book early to best accommodate your schedule. SKI.COM, AABC 210, Suite AA, Aspen, CO 81611.

The following provisions are designed to protect the customer and SKI.COM. The services provided and the respective responsibilities and liabilities are outlined and governed by these TERMS AND CONDITIONS; it is the customer's responsibility to read and understand them. The tour package (the "Package" or "Packages") outlined in this brochure are planned, developed and implemented by SKI.COM. Procedures for payment, changes, cancellation, and charges are specified herein. In many cases, fees for changes and cancellations reflect fees assessed by vendors providing elements of the Package. Once travel has begun, refund requests are reviewed on a case by case basis; refunds for unused portions of Packages, if any, may not be available on a pro-rata or any other basis.

**TRAVEL DOCUMENTS:** Upon receipt of full payment, travel documents are delivered by mail or otherwise, in the reasonable discretion of SKI.COM.

**RESERVATIONS AND PAYMENT:** SKI.COM recommends that reservations be made as early as possible to avoid disappointments. All bookings are subject to availability at the time of reservation. SKI.COM reserves the right to change schedules with reasonable notice. A deposit (the "Deposit") is required at the time of booking or otherwise as provided herein or pursuant to agreement. The Deposit amount will vary. When booking, please verify and forward the amount of the Deposit to avoid cancellation of the reservation. The balance of the cost for the Package is generally due no later than sixty (60) calendar days prior to departure. Final due dates vary depending upon specific elements of Package. Late bookings are accepted subject to availability; full payment, however, may be required immediately. Specific details regarding payment may be obtained from your travel agent or SKI.COM. All prices and services specified in this brochure are subject to change without notice.

**PACKAGE INCLUSIONS/ EXCLUSIONS/ SUBSTITUTIONS:** Packages include (1) lodging accommodations ("Lodging") for the selected number of nights and (2) features as described under Package inclusions. The customer is responsible for any and all other costs or expenses associated with the Package. All prices, unless otherwise stated, are per person based on double occupancy per bedroom. Package prices do not include taxes, gratuities and service charges, if any, unless specified otherwise. Additional nights of Lodging, when not purchased as part of the Package, do not include the Package features. The Package's features may be restricted, modified, or withdrawn at any time. SKI.COM reserves the right at any time to substitute comparable, alternative Lodging, to reasonably alter or substitute scheduled itineraries or to do both.

**PRICE CHANGES/ PRICE GUARANTEE:** Prior to receipt of Deposit, Package prices are subject to change without notice. Upon receipt of Deposit, domestic and Canadian Package pricing is guaranteed; upon receipt of full payment, International Package pricing is guaranteed. Any changes to bookings will be subject to the applicable Package price at the time of change and any fees set forth below.

**CHANGE FEES:** All changes are subject to availability. Immediately notify your travel agent or SKI.COM of any desired changes. Changes made

prior to 60 days before departure will be assessed a handling fee of Fifty Dollars (\$50.00) per person; changes made between 60 and 30 days prior to departure will be assessed One Hundred dollars (\$100.00) per person. Changes requiring reprinting of documents will require an additional One Hundred dollars (\$100.00) handling fee per person (the "Reprinting Fee": collectively, the Pre-Delivery Fee and/or the Reprinting Fee are hereinafter referred to as the "Handling Fee.") The Handling Fee must be received before new documents are issued. If the Handling Fee is not received within five days prior to departure, the customer will be responsible for any express delivery charges incurred and any other expenses or damages caused by the delay. The Handling Fee may be waived in certain hardship situations in the discretion of SKI.COM.

**THE HANDLING FEE IS IN ADDITION TO ANY APPLICABLE CANCELLATION AND CHANGE FEES CHARGED BY VENDORS, INCLUDING AIRLINES, HOTELS, AND OTHERS.**

### **CANCELLATION FEES AND REFUNDS:**

Cancellations received 120-91 calendar days prior to travel will be assessed One Hundred dollars (\$100.00) per person plus any supplier penalties (lodging, airline, and/or other vendors). Cancellations received 90-66 calendar days prior to travel will be assessed Two Hundred dollars (\$200), plus any supplier penalties. Cancellations received 65 calendar days or less prior to departure will receive no refunds and no substitutions. Airfare cancellation fees are governed by the rules applicable to the fare basis used. Generally, Lodging providers do not provide refunds for late arrivals or early departures. Consult your travel agent or SKI.COM for specific details regarding cancellation fees and refund request procedures at time of booking.

To the extent a group contract contradicts the language here in, the group contract language shall govern.

**AIR TRANSPORTATION:** Airfares are based on the applicable airfare at the time of booking. Airlines quoted are those in effect at time of booking and are subject to change without notice. Airfares can be protected from increase only by payment in full and the issuance of tickets. Changes in flight itineraries by the passenger after the issuance of tickets may result in an increased airfare and change/cancellation fees. All air travel requires photo identification acceptable to the authorities.

**INTERNATIONAL TRAVEL:** International travel will require certain additional documents including valid passport and in some cases visas. Your travel agent or SKI.COM can provide information about documents required for U.S. Passport holders which the customer is responsible for obtaining. If you have any questions about the validity of identification for this purpose, they must be resolved before travel by consulting with your travel agent or SKI.COM.

**SPECIAL TRAVEL REQUIREMENTS:** Packages are available to all persons. Please note the Lodgings and other services described in our programs and made available through SKI.COM do not necessarily have the appropriate special services or equipment to accommodate persons with disabilities. SKI.COM must be informed of any special requirements at the time of initial booking. Any special service and/or equipment fees will be the responsibility of the customer.

**MILEAGE BONUS PROGRAMS:** Customer will generally be entitled to mileage provided by airlines that provide mileage bonus programs. Specify your

valid account number for the airline providing the service at the time of booking. After traveling, any request for copies of travel documents for mileage verification purposes will be assessed a Fifty dollar (\$50.00) per person processing fee.

### **RESPONSIBILITY AND DISCLAIMER;**

**LITIGATION:** Adventure travel, high altitudes, skiing and snowboarding involve risks about which the customer must make himself or herself aware. By participating in a SKI.COM package, the customer does hereby agree that neither the customer nor his or her heirs, personal or legal representatives, or family members will bring suit or make a claim for illness, injury or death results from the negligence (but not the reckless, willful, or fraudulent conduct) of SKI.COM, its employees, officers, directors, managers, agents, contractors or affiliated organizations or the supplier of any element of the Package (hereinafter referred to as the "Supplier") as a result of the customer's participation in the Package. Suppliers, including but not limited to those arranging ski, snowboard, bicycle or any other equipment rentals, and lodging, are independent contractors and are not employees of SKI.COM.

All documents, including but not limited to travel documents, are issued subject to Suppliers' terms and conditions. Neither SKI.COM nor the Suppliers for which SKI.COM acts as agent(s), shall be held liable for, and customer waives any claim against, SKI.COM and the Suppliers for loss or damage to property, or injury to person caused by reason of any failure of performance, defect, negligence, or other wrongful act or omission (except for willful, wanton or intentional acts or omissions.) SKI.COM and selling agents act only in the capacity of agents for the customer on all matters pertaining to Lodging, activities, and transportation whether by air, rail, bus, automobile or otherwise and as such SKI.COM and its agents shall not be liable for any injury, damage, loss, accident, delay, or irregularity which may be occasioned whether by reason or any Supplier or otherwise in connection therewith. The passenger contract in use by the airline and/or any other Supplier hereunder shall constitute the sole contract between the respective company and the customer and/or purchaser of the Package. If a customer is removed from any Package for any reason, a partial or full refund may be requested in accordance with these Terms and Conditions. If a Package is canceled and the customer is not at fault and has not canceled in violation of these Terms and Conditions, all sums paid to SKI.COM shall be promptly refunded to the customer. SKI.COM shall have no responsibility beyond the refund of all monies paid by the customer for the Package. SKI.COM does not guarantee any specific flight schedule and will not be responsible for lack of adequate connections, delays or changes of schedules. This agreement is entered into under and shall be governed by the laws of the State of Colorado. The customer agrees that the proper venue for litigation shall be Pitkin County, Colorado.

### **TRAVEL INSURANCE**

Travel is a perishable product. We highly recommend that you purchase travel insurance to cover your investment. Ski.com offers a comprehensive package through Travelguard Insurance Company, a division of AIG. Premium: 7.25% of trip cost.

For plan details, visit the information on our "Travel Insurance" document.

Travel insurance may also be purchased on your own through a vendor of your choice.