

## SKI.COM TOUR CONDITIONS 18/19

**INTRODUCTION:** This statement is provided to assist customers in gathering travel information or otherwise transacting business and for no other purpose. The terms “we”, “us”, “our”, “Ski.com” and “Ski” refer to S&L Travel Partners, Inc., a Colorado corporation and/or our subsidiaries. The term “you” or “customer” refers to the customer using this statement and/or booking a reservation through us using our website or through our Mountain Vacation Specialists. By reading this information, you agree to be bound by these terms and conditions (the “Agreement”). Please read the Agreement carefully. If you do not accept the Agreement in full, do not book with us. We reserve the right at any time, in our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access to and use of our services signifies your acceptance of the updated or modified Agreement. If required, such modification may be made on our website, [www.ski.com](http://www.ski.com). The tour packages (the “Package” or “Packages”) outlined herein or on the Ski.com website are developed and implemented by Ski.com. Rules for payment, changes, cancellation, and changes are specified herein. 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.

**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 pay 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 Packages and the time of travel. 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 herein are subject to change without notice.

**SKI.com STAR RATINGS:** Ski.com uses its best judgment to compare properties to each other in both the resort and overall. They are not meant to be used for any purpose other than a general guideline and are subject to change. To better understand how any property rates, speak with a Ski.com Mountain Vacation Specialist.

**PACKAGE INCLUSIONS /EXCLUSIONS /SUBSTITUTIONS:** Prices quotes by Ski.com for lodging accommodations (“Lodging”) and/or other features as described herein when given do not include (unless stated otherwise in writing) taxes, gratuities and service charges, if any. Additional nights of Lodging, when not purchased as part of the Package, do not include the Package’s features. Ski.com reserves the right, at any time, to substitute comparable, alternative Lodging, to reasonably alter or

substitute scheduled itineraries (including but not limited to air, ground transfers, and other tour elements), or to do both.

**AIR TRANSPORTATION:** Airfares are based on the applicable airfare at the time of booking and are subject to change without notice. Airfares can be protected from increase only by payment in full and issuance of tickets. Changes in flight itineraries by the passenger after the issuance of tickets may result in an increased airfare and change fees. Ski.com has no control over airline flight itineraries and Ski.com reserves the right to reasonably change an itinerary. All air travel requires photo identification acceptable to the applicable governmental authorities.

**SPECIAL TRAVEL REQUIREMENTS:** The Packages provided are available to all persons. Lodgings and other products and services described herein 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:** You will generally be entitled to mileage provided by airlines that provide mileage bonus programs for the class of ticket issued. 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 dollars (\$50.00) per person processing fee.

**SUPPLIER RULES:** Suppliers have their own terms and conditions that will also apply to you and are incorporated herein by this reference. The passenger contract used by any Supplier shall be binding upon you. The contract may include, but is not limited to, payment due dates and compliance with the supplier’s rules and restrictions regarding availability and use of fares, products, or services. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier’s rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result.

**PREPAID RESERVATIONS:** You acknowledge that Ski.com pre-negotiates with vendors of accommodations, airline flights, resorts, and others on your behalf. The rates displayed may be a combination of the negotiated room rates plus additional products or services as indicated plus the facilitation or service fee retained by Ski.com. You authorize Ski.com to book reservations for the total reservation price and agree that you will be charged by Ski.com for

the total reservation price. Upon submitting your reservation request you authorize Ski.com to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers.

If you are removed from any Package for any reason, a partial or full refund may be requested in accordance with this Agreement. If a Package is canceled and you are not at fault and have not canceled in violation of these Terms and Conditions, all sums paid to Ski.com shall be refunded. Ski.com shall have no responsibility beyond the refund of all monies paid by you for the Package.

**CHANGE FEES:** All changes are subject to availability. Immediately notify your travel agent or Ski.com of any desired changes. Changes made will be assessed a fee of One Hundred dollars (\$100.00) per person per change (the “Handling Fee”). The Handling Fee must be received before new documents are issued but may be waived in certain hardship situations at the sole discretion of Ski.com. THE HANDLING FEE IS IN ADDITION TO ANY APPLICABLE FEES CHARGED BY THIRD-PARTY VENDORS.

**CANCELLATION FEES AND REFUNDS:** Cancellations received more than ninety (90) calendar days prior to travel will be assessed Fifty Dollars (\$50.00) per person plus any fees assessed by the Lodging, airline, and/or other vendors. Cancellations received eighty-nine to sixty (89-60) calendar days prior to travel will be assessed One Hundred Dollars (\$100.00) per person plus any fees assessed by the Lodging, airline, and/or other vendors. Cancellations received fifty-nine to thirty-one (59-31) calendar days prior to travel will be assessed Two Hundred Dollars (\$200.00). Airfare cancellation fees are governed by the rules applicable to the fare basis used and some fares are nonrefundable. Generally, Lodging providers do not provide refunds for late arrivals or early departures. If notice of cancellation is received 30 days or less before travel, regardless of the reason for the cancellation, part or all of amounts paid may be forfeited. Consult your travel agent or Ski.com for specific details regarding cancellation fees and refund request procedures at time of booking.

**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. This guarantee does not extend to tax changes or fees beyond the control of Ski.com made by governmental authorities. Any changes to bookings will be subject to the applicable Package’s price at the time of change plus any fees set forth herein.

**INTERNATIONAL TRAVEL DESTINATIONS** Although most travel is completed without incident, travel to certain destinations may involve greater risk than others. Ski.com urges passengers to review prohibitions, warnings,

announcements and advisories issued by the U.S. Government prior to booking international destinations. You should also familiarize yourself with passport and travel documentation requirements; you may be required to obtain additional documents that are your sole responsibility. BY OFFERING FOR SALE TRAVEL TO CERTAIN DESTINATIONS, SKI.COM DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM SUCH TRAVEL.

LIABILITY DISCLAIMER: 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, AGENTS, ASSIGNS OR FAMILY MEMBERS WILL BRING SUIT OR MAKE A CLAIM FOR ILLNESS, INJURY OR DEATH RESULTING 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 "SUPPLIERS") AS A RESULT OF THE CUSTOMER'S PARTICIPATION IN THE PACKAGE.

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If, despite the limitation above, SKI.COM or its suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Ski.com and/or its suppliers will in no event exceed, in the aggregate, the lesser of (a) the service fees you paid to Ski in connection with such transaction(s) or (b) One-Hundred Dollars (US\$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in this Agreement is found to have failed in its essential purpose. The limitations of liability provided in these terms inure to the benefit of the Ski.com and/or its suppliers.

INDEMNIFICATION: You agree to defend and indemnify Ski.com and/or its suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of (a) your breach of this Agreement or the documents referenced herein; (b) your violation of any law or the rights of a third party; or (c) your use of this website, the Ski.com Mountain Vacation Specialist, any Ski.com provided services and/or the Ski.com website.

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GENERAL: This Agreement is governed by the laws of the State of Colorado and you hereby consent to the exclusive jurisdiction and venue of courts in Pitkin County, Colorado, USA, in all disputes arising out of or relating to services and/or products provided to you by Ski.com and/or its Mountain Vacation Specialist.

You agree that no joint venture, partnership, or employment relationship exists between you and Ski.com as a result of this Agreement. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of Ski.com products or services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived. If any part of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

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