JOY, LAUGH and TRAVEL Terms and Conditions

These Terms and Conditions outline the agreement between Joy, Laugh and Travel, its host agency Cornerstone Travel Group, and you, the traveler or purchaser. By planning your travel with Joy, Laugh and Travel, you agree to these terms, which include warranties, disclaimers, and liability exclusions that may limit your rights and remedies while offering protection to Joy, Laugh and Travel.

1. Use of Services and Booking Information

You confirm that you are at least 18 years old and have the legal authority to enter into this agreement and make travel bookings with **JOY**, **LAUGH and TRAVEL**. You assume financial responsibility for all bookings made on your behalf or for others in your travel party. You assure that all information provided is accurate and truthful. Only legitimate reservations are permitted, and speculative or fraudulent bookings are strictly prohibited.

JOY, LAUGH and TRAVEL acts solely as the booking agent for travel Suppliers listed in your itinerary. By booking travel through us, you also agree to the Suppliers' terms and conditions. JOY, LAUGH and TRAVEL is not liable for independent arrangements made outside of our services. We are not responsible for costs arising from such independent bookings, including airline, hotel, excursion, or travel protection charges. We do not assist with schedule changes for flights arranged independently, and you may not earn loyalty points for these reservations. Generally, hotel and airline rewards cannot be redeemed through JOY, LAUGH and TRAVEL bookings.

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2. Error Correction and Offer Availability

We reserve the right to correct any errors. In the event of a pricing error, we may adjust pricing or make corrections. All offers and promotions are subject to availability and may change without notice. Confirm reservations in advance to avoid potential disappointments, increase fares or additional fees.

3. Payments, Cancellations, and Booking Changes

You are responsible for all charges, taxes, and fees related to your bookings through **JOY**, **LAUGH and TRAVEL**. By submitting a credit card authorization, you allow us to use your payment method to purchase travel products on your behalf. Except in cases of fraud, you agree not to dispute charges with your bank or credit card company to avoid or violate any booking terms. If you attempt a chargeback, **JOY**, **LAUGH and TRAVEL** reserves the right to recover additional costs, including attorney fees.

Travel payments are due before departure per each Supplier's terms. Failure to make payments or violating Supplier conditions may result in reservation cancellations or access denial to travel services, with no refund in certain cases. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. Cancellation requests must be submitted in writing. Changes or cancellations to confirmed bookings may incur Supplier penalties. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund. When tour, cruise or package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel.

4. Travel Documents and Identification

You are responsible for obtaining valid passports, visas, and other required documents. Passport cards are generally not accepted for international travel. The TSA and DHS require acceptable identification for flights, and certain countries require passports that do not expire within six months of travel. Non-U.S. citizens may need additional documentation. **JOY, LAUGH and TRAVEL** is not responsible for visa issuance or lost payments if visas are not granted.

Important Travel Information for Children and Infants

Children and infants may need travel documents as well. Minors traveling with one parent or without both parents might be stopped and denied entry unless proper authenticated and verified consent forms are provided to the authorities. For further details, please visit CBP Help. The U.S. Customs and Border Protection Agency stipulates that groups of children under 19 arriving in the United States by land or sea from contiguous territories and traveling with a school group, religious group, social or cultural organization, or sports team may also present an original or copy of their birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Written consent from a parent or legal guardian must be given to the supervising adult or group leader. Please visit https://help.cbp.gov for more informations.

The name, date of birth, and gender on the identification card must match exactly with the information on your tickets and booking records. It is your responsibility to ensure that the details on your tickets and confirmations are accurate. Any discrepancies between your reservation and travel documents may lead to denied boarding or delays at airport security checkpoints, potentially causing you to miss your flight or subsequent scheduled travel bookings for cruises and tours.

Review Your Travel Documents

Upon receiving your travel documents, it is your responsibility to review and verify all information for accuracy. If any changes or corrections are needed, please contact **JOY,LAUGH and TRAVEL** immediately. If you do not notify us of necessary corrections to your reservation within twenty-four (24) hours of receiving your travel documents, **JOY,LAUGH and TRAVEL** will not be responsible for any additional costs associated with making these necessary corrections.

5. Entry and Exit Requirements

Different countries have varying entry and exit requirements, especially concerning past criminal offenses. Check the U.S. State Department <u>website</u> for more information.**JOY,LAUGH** and **TRAVEL** respects client privacy and does not inquire about criminal records.

6. Immunizations and Health Screenings

Ensure you have the necessary immunizations and health screenings before travel. **JOY,LAUGH and TRAVEL** is not responsible for verifying health requirements. Check the State Department and CDC websites for health-related travel information. Travel http://wwwnc.cdc.gov/travel/

7. Risks and Safety

Important Travel Information from JOY, LAUGH and TRAVEL

Traveling to certain destinations may carry more risks than others. **JOY, LAUGH and TRAVEL** encourages clients to stay informed daily about current events and to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government before booking international trips. You can find information regarding health and safety conditions as well as the risk levels associated with various destinations at the following websites:

- <u>U.S. Department of State</u>
- <u>Transportation Security Administration</u>
- <u>Department of Transportation</u>
- Federal Aviation Administration
- Centers for Disease Control and Prevention

• Customs and Border Protection

Additionally, the Smart Traveler Enrollment Program (STEP) is a complimentary service offered by the U.S. Government for citizens traveling to or residing in foreign countries. STEP allows you to provide information about your upcoming trip so that the Department of State can assist you more effectively in case of an emergency. Registration is recommended and can be completed at STEP Registration.

By offering travel to specific destinations, **JOY, LAUGH and TRAVEL** does not guarantee that travel to these locations is advisable or without risk. The company will not be liable for any costs, damages, or losses that may arise from travel to these destinations. By participating, clients accept these risks at their own discretion.

Activity Risks

The activities included in the itineraries we book carry inherent risks and may be hazardous. Your itinerary may involve travel to remote areas with limited medical access, unpredictable weather, encounters with wildlife, and other potentially perilous conditions. By booking with **JOY, LAUGH and TRAVEL**, you acknowledge that the physical effort required for certain activities may activate or worsen pre-existing injuries, conditions, or congenital issues. It is advisable to seek medical guidance if you suspect that your physical condition is incompatible with any activities on your itinerary.

You may be required to wear approved safety equipment during certain activities. By booking travel with us and participating in these activities, you agree to use the recommended safety gear and to ask questions if you are uncertain about the proper or safe usage of any equipment.

Alcohol and Drug Use

Should you choose to use, consume, or be under the influence of alcohol or illegal drugs prior to or during any activities on your itinerary, YOU ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS that may arise, including the potential for personal injury, death, property damage, and loss, even if negligence is involved on the part of JOY, LAUGH and TRAVEL or third parties. You also indemnify JOY, LAUGH and TRAVEL from any liability for property damage or personal injury to third parties resulting from your participation in activities while under the influence of illegal drugs or alcohol.

Emergency Situations

In the event of urgent health or safety concerns, **JOY, LAUGH and TRAVEL** will assess the prevailing situation and shall have the sole discretion to decide whether to continue with any escorted trip or private departure or to modify the itinerary as needed.

8. Hazardous Materials

Federal law strictly prohibits passengers from bringing hazardous materials onto an aircraft.

1. Carriage of Hazardous Materials:

It is illegal to carry hazardous materials in a passenger's luggage or on their person. Violating this law may result in a penalty of up to five years in prison and fines exceeding \$250,000 (49 U.S.C. 5124). Hazardous materials encompass a range of items, including:

- Explosives
- Compressed gases
- o Flammable liquids and solids
- Oxidizers
- Poisons
- Corrosives
- o Radioactive materials

Examples include: paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

2. Exceptions for Certain Items:

There are specific exceptions for small quantities (up to 70 ounces total) of medicinal and toiletry articles in a passenger's luggage, as well as certain smoking materials carried on the passenger. For more detailed information, each passenger should consult the appropriate airline representatives regarding their itinerary. A list of restrictions on hazardous materials is also available.

http://www.tsa.gov/traveler-information/prohibited-items. for more informations

9. Insecticide Notice

Refer to the <u>DOT's list of countries</u> requiring insecticide treatment on aircraft.

10. Air Travel, Check-In

Your airline ticket serves as a contract between you and the air carrier, even when purchased through JOY, LAUGH and TRAVEL. By acquiring air travel via JOY, LAUGH and TRAVEL, you acknowledge and agree that this company cannot control the operations of independent airlines. Therefore, you also agree that JOY, LAUGH and TRAVEL is not liable for any personal injuries or property damages related to your air ticket purchase or travel. This includes, but is not limited to, any acts, errors, omissions, injuries, losses, accidents, or delays caused by the airline, including failures to deliver services, partial or inadequate service delivery, airline policies regarding refunds or rebooking, checked or carry-on luggage fees, fuel increases, bankruptcy, or cessation of operations.

- JOY, LAUGH and TRAVEL will not take responsibility for any changes to air schedules.
- In rare cases, certain departure taxes may need to be paid in cash only upon exiting a country, and these can vary in cost.

• Not using a reservation may lead to automatic cancellation of all ongoing and return flights, along with the forfeiture of airfares.

Airline e-tickets typically expire one year from the date of issue unless the carrier's fare rules indicate otherwise.

For enhanced security, it is highly recommended that you check in **at least 2 hours** before scheduled departure for domestic flights and **3 hours** for international flights. It is also advisable to reconfirm flight times **at least 24 hours** prior to departure for domestic flights and **72 hours** for international flights.

Accrual of Frequent Flyer miles is determined by the airline(s). J**OY, LAUGH and TRAVEL** bears no responsibility if the accrual of miles or points is denied, or if upgrades are not permitted. Many airlines restrict upgrades on fares purchased in certain classes or when using frequent flyer miles, loyalty status, or certificates.

Please note that seat assignments, even when assigned, are not guaranteed, and **JOY, LAUGH** and **TRAVEL** cannot influence airline seat assignments. Most airlines require a fee for prebooking a seat.

11. Limitations of Responsibility

JOY, LAUGH, and TRAVEL operates solely as a booking agent for disclosed principal Suppliers and does not provide any travel services. Each Supplier operates independently with its own management and is not directed by **JOY, LAUGH, and TRAVEL**. The Suppliers listed in your travel documents are responsible for delivering the purchased travel services, and by using these services, you consent to the involvement of those Suppliers.

JOY, LAUGH, and TRAVEL is not liable if a restaurant, tour operator, cruise line, or any other service provider during your trip cannot accommodate your dietary restrictions or requirements.

The Supplier may find it necessary to make itinerary changes for various reasons, including severe weather conditions. Any adjustments to the itinerary are at the Supplier's sole discretion, and **JOY**, **LAUGH**, **and TRAVEL** assumes no responsibility for such changes.

As JOY, LAUGH, and TRAVEL acts as an agent for disclosed principal Suppliers and does not control the operations of these independent operators, you agree that JOY, LAUGH, and TRAVEL is not liable for any personal injury or property damage arising from these services. JOY, LAUGH, and TRAVEL disclaims any liability, whether based on contract, tort, strict liability, or otherwise, including but not limited to direct, punitive, special consequential, incidental, or indirect damages related to the goods or services provided by any principal Supplier booked through JOY, LAUGH, and TRAVEL. This includes any actions, errors, omissions, injuries, losses, accidents, delays, or irregularities that may occur due to the fault, negligence, or willful acts of such Suppliers or their employees, agents, or representatives. This also encompasses their failure to deliver services, cancellation and refund policies, fuel

increases, bankruptcy, cessation of operations, and other matters beyond **JOY, LAUGH, and TRAVEL**'s control, for which you hereby release **JOY, LAUGH, and TRAVEL** from liability.

JOY, LAUGH, and TRAVEL receives commissions and fees for travel transactions, and you acknowledge that any recovery from **JOY, LAUGH, and TRAVEL** will be limited to the total amount of commissions and fees actually received.

12. Force Majeure

JOY, LAUGH AND TRAVEL shall not be held in breach of these terms and conditions, nor liable for any failure or delay in fulfilling its obligations under this Agreement, when such failure or delay is caused by events beyond its reasonable control. These events may include, but are not limited to: acts of God, accidents, riots, war, acts of terrorism, epidemics, pandemics, quarantines, civil unrest, failures in communication systems (including web hosting and internet service providers), equipment malfunctions, damage or destruction of facilities, natural disasters such as extreme weather, floods, or volcanic eruptions, government actions or inactions, changes in laws or regulations, national strikes, fires, explosions, shortages of raw materials or energy, and any other unforeseen circumstances outside the control of JOY, LAUGH AND TRAVEL.

THE PURCHASE OF TRAVEL INSURANCE IS STRONGLY RECOMMENDED FOR ALL TRIPS.

Additionally, the suppliers used by **JOY, LAUGH AND TRAVEL** are subject to their own terms and conditions, which may include Force Majeure clauses. In the event of a Force Majeure situation, suppliers may, at their sole discretion, change, delay, or cancel any travel arrangements or itineraries. Any refund resulting from such changes will be determined solely by the supplier's policies. While **JOY, LAUGH AND TRAVEL** will make reasonable efforts to obtain reimbursement on your behalf, refunds are not guaranteed and remain subject to the supplier's discretion.

13. Client Conduct

Each participant on a trip organized by **JOY, LAUGH AND TRAVEL** is expected to conduct themselves responsibly and adhere to all behavioral guidelines established by **JOY, LAUGH AND TRAVEL** and its Suppliers. This includes observing dress codes at religious or cultural sites and complying with any additional attire requirements imposed by our Suppliers. **JOY, LAUGH AND TRAVEL**, along with its local partners, reserves the right to remove any individual from accommodations, tour sites, transportation, or other components of the trip if their health or behavior poses a threat to themselves or others, disrupts the experience of fellow travelers, or interferes with the safety or operations of any location visited. In such instances, no refund will be provided.

By confirming your booking with **JOY, LAUGH AND TRAVEL**, you accept full responsibility for any damage or loss that you cause during the trip. Immediate payment for any such damage or loss—whether precisely determined or reasonably estimated—must be made directly to

the appropriate party, such as the accommodation provider or Supplier. You also agree to indemnify JOY, LAUGH AND TRAVEL for the total amount of any claims brought against the company, including legal fees. JOY, LAUGH AND TRAVEL is not liable for any expenses resulting from a participant's removal from part or all of a trip. Furthermore, you agree to release JOY, LAUGH AND TRAVEL and its affiliates from any liability for actions taken in accordance with these terms. Participants are solely responsible for their own luggage and personal belongings throughout the journey.

The transport, possession, or use of illegal drugs is strictly forbidden and will result in the immediate termination of your trip. Violations may also be subject to legal action by local authorities. You are responsible for being aware of and complying with all drug-related laws—including those governing prescription and over-the-counter medications—in each country and state you visit. Some destinations may require a valid doctor's prescription for certain medications.

14. Currency Fluctuations

Prices are subject to change due to currency exchange rate fluctuations. **Joy**, **Laugh** and **Travel** is not responsible for foreign transaction fees.

15. Travel Insurance

JOY, LAUGH AND TRAVEL provides access to travel insurance options designed to help protect you and your financial investment in your trip. Unless otherwise specified, travel insurance is not included in the cost of your itinerary. Coverage may include, but is not limited to: protection against third-party supplier default or bankruptcy, travel delays, trip interruption, missed cruise connections, trip cancellation, emergency medical transportation/evacuation and repatriation, loss or delay of baggage and personal items, illness, job loss, trip modifications, accidental death and disability, and travel-related medical expenses. The right travel insurance can offer important financial protection in a variety of unexpected situations.

If you choose not to purchase travel insurance, you understand and agree that should you cancel or interrupt your trip for any reason, refunds may not be available. In such cases, **JOY, LAUGH AND TRAVEL** and its travel suppliers' cancellation policies will apply, which may result in the forfeiture of up to the full value of your travel booking and related costs.

While purchasing travel insurance is not a condition for booking services through **JOY, LAUGH AND TRAVEL**, those who decline coverage may be required to sign a waiver acknowledging this choice. Please note that **JOY, LAUGH AND TRAVEL** is not a licensed insurance broker. Its team is not authorized to provide detailed information about coverage benefits, exclusions, or limitations, nor to evaluate the adequacy of your existing insurance policies. Travel insurance is offered as an optional, additional purchase.

It is your responsibility to review and understand the terms of any policy you select, and to obtain alternative coverage if necessary to meet your needs. **JOY, LAUGH AND TRAVEL** makes no guarantees that a provider will approve any given claim, and cannot make assurances regarding the extent or limitations of any insurance coverage offered or quoted.

16. Reservation of Rights and Changes to Terms

JOY,LAUGH and TRAVEL reserve the right to update these Terms and Conditions. Updated versions will be available to clients and on our website.

17. General

Claims against Joy, Laugh and Travel must be filed within 12 months of trip completion. Joy, Laugh and Travel is not liable for punitive damages or class actions. These Terms and Conditions constitute the entire agreement between you and Joy, Laugh and Travel, superseding all previous communications. States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at http://www.state.gov, http://www.tsa.gov, http://www.dot.gov, http://www.faa.gov, http://www.cdc.gov, and http://www.cbp.gov. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to https://step.state.gov/step/BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, JOY, LAUGH AND TRAVEL DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

Activities that are included as part of itineraries that we book pose inherent risks and may be dangerous. Your itinerary may also involve travel to remote areas without access to medical facilities or treatment, changing weather conditions, interactions or encounters with wildlife, and other potentially dangerous conditions. By booking a trip with **Joy**, **Laugh and Travel**, you acknowledge that you are aware that the physical exertion required to participate in certain activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. You acknowledge that you should seek medical advice if you know or suspect that your physical condition may be incompatible with the activities on your itinerary. You may be required to wear approved safety equipment while participating in certain activities, and by booking travel with us and participating in these activities, you agree to use the recommended safety equipment and to ask questions if you are unsure about how to properly or safely use equipment.

If you use, consume, or are under the influence of alcohol or illegal drugs prior to or while engaging in any activities on your itinerary, YOU ASSUME AND ACCEPT ALL RISKS, DANGERS,

AND HAZARDS THAT MAY RESULT INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS, even in the event of negligence or fault by **Joy**, **Laugh and Travel** or third parties, and you indemnify **Joy**, **Laugh and Travel** from any and all liability for any damage to property or personal injury to any third party, resulting from your participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

In the event of emergent health or safety concerns, once **Joy**, **Laugh** and **Travel** has investigated the prevailing situation, **Joy**, **Laugh** and **Travel** shall have the sole and absolute discretion whether to proceed with any **Joy**, **Laugh** and **Travel** escorted trip or private departure, or to make alterations to the itinerary.