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General/cancellation terms & conditions for vacation packages

Thank you for booking with Southwest Vacations. ALG Vacations Corp. is the tour operator for Southwest Vacations. By booking with Southwest Vacations, a brand of ALG Vacations Corp., you agree to the general/cancellation terms and conditions contained herein. Any payment constitutes acceptance of the terms herein. All policies, procedures and terms contained herein are subject to change at any time without notice at Southwest Vacations' sole discretion. Contracted group vacations have special terms and conditions—please refer to your group contract. In the event your hotel is supplied by Travelscape LLC, the terms and conditions at <http://developer.ean.com/terms/en/> apply. If you booked through a travel advisor, all communications prior to departure, including questions about changes, cancellation, payments and refunds, must be via your travel advisor. Some travel advisors may charge service fees and/or additional cancellation fees.

Airfares are based on the lowest applicable airfare available at the time of booking. Changes in flight itineraries after the payment of tickets may result in increased airfare. Southwest Vacations works with our suppliers to provide you with the best package rates. To pass these values on to our customers, we are prohibited from breaking out individual component prices and will not be able to provide those to you.

Standard policies, payments and penalties outlined below may be more restrictive during holidays and special events. No refunds will be made for special events, shows, or attraction passes.

1. Bookings, Deposits & Payments

Transportation Security Administration (TSA) regulations require you to provide your full name as it appears on your travel documents, date of birth, and gender at the time of booking for the purpose of watch-list screening. Failure to provide this information will result in you not being allowed to travel. For details, visit tsa.gov.

All prices and fees stated herein as well as on our website and in our promotional materials are in U.S. dollars unless otherwise stated. To reserve your vacation, provide the required booking information and pay the applicable deposit/payment per person, including full payment of the Travel Protection premium (if selected). **If you decline Travel Protection and cancel your booking, any amount due for the land/ feature portion of your booking (after applicable penalties) will be in the form of a travel credit from Southwest Vacations. The air portion of your booking will be refunded in Southwest Airlines Travel Funds (air credit), which may be used on a future Southwest Vacation. The Business Select and Anytime fares are refundable. As long as you cancel your flight more than 60 minutes before its scheduled departure time to allow for processing, you will have the option to receive a refund to your original form of payment or Travel Funds (air credit) for future use.**

Full payment of your entire vacation package by credit/debit card is required at the time of booking for all vacations booked directly on our website, SouthwestVacations.com. If you book through a travel advisor or the Southwest Vacations Contact Center, deposit-only bookings are accepted for reservations outside of 45 days of departure. Full payment of your entire vacation is due 45 days prior to departure. If payment is not applied on time, a \$25 fee per reservation will be assessed, and we reserve the right to cancel the reservation at any time.

Southwest Vacations accepts payment by a variety of credit and debit cards, as well as the [Flex Pay](#) monthly payment plan. The address entered at the time of booking must match the credit or debit card billing address. A \$40 processing fee will be assessed to refund a previously applied credit card payment and recharge the payment to a different credit card. **Full payment of your entire vacation package by credit/debit card is required at time of booking for all vacations booked directly on our website, SouthwestVacations.com.**

Deposit Requirements for bookings through a travel advisor or the Southwest Vacations Contact Center:

- **Bookings made 46+ days prior to departure:** 100% air cost+ \$50 per person hotel* + \$50 car deposit (if applicable), due same day by 7:00 PM Eastern Time
- **Bookings made 45-31 days prior to departure:** Full payment due same day by 7:00 PM Eastern Time
- **Bookings made 30-1 day prior to departure:** Full payment due at the time of booking

*Some hotels have stricter deposit requirements.

Southwest Vacations does not charge any change or cancellation fees for the air portion of your vacation package. However, we strongly recommend that you purchase Travel Protection to cover your hotel cancellation or change fees. Travel Protection includes a Pre-Departure Penalty Waiver (Part A), and Post-Departure Travel Insurance (Part B). Travel Protection may only be added within 7 days of your initial deposit, provided you have not yet made your final payment (except for group passengers who are subject to the terms under their group contract).

Nonrefundable hotels are not covered by the Pre-Departure Penalty Waiver. Travel Protection payments are nonrefundable and nontransferable. See your travel advisor or visit [click here](#) for more information.

3. Change, Cancellation, Refund, and No-show Policies

If your plans change, your right to a refund is limited and subject to penalties and fees as noted herein. You must immediately notify your travel advisor or Southwest Vacations to cancel or make changes to your vacation package.

If you decline Travel Protection and cancel your booking, any amount due for the land/ feature portion of your booking (after applicable penalties) will be in the form of a travel credit from Southwest Vacations. If booked with Basic or with Wanna Get Away Plus™ fare class and you cancelled your flight at least 10 minutes prior to travel, the air portion of your booking will be refunded in a Southwest Airlines air credit, which may be used on a future trip with Southwest Vacations. Fare difference may apply with Basic fare class. Anytime, and Business Select® fares are refundable back to the original form of payment or you can choose to convert to an air credit. Contracted group bookings will be refunded in the original form of payment. Travel credits are valid for travel commencing within 395 days from original departure date by expiration date, are nontransferable and nonrefundable, have no cash value, and are issued in the name of the adult passengers on the original reservation. Standard change and cancellation policies apply to bookings made with travel credits. Travel credits will be held on the original booking.

If you need to change an upcoming flight itinerary, you'll only pay the difference in fare for Wanna Get Away Plus®, Anytime, and Business Select® fares (if one applies). For Basic fares, you may upgrade the fare to Wanna Get Away Plus®, Anytime, or Business Select®. Failure to cancel a reservation at least 10 minutes prior to original scheduled departure may result in forfeited travel funds. All fare types are eligible for cancellations without a fee. For changes to a flight itinerary with Wanna Get Away Plus®, Anytime, and Business Select®, there is no fee, though a fare difference may apply. Failure to cancel a reservation at least 10 minutes prior to original scheduled departure may result in forfeited travel funds. Once booked, any changes or cancellations to the hotel, rental car, or features/excursions on an existing reservation are subject to supplier penalties up to the full component price. You may avoid supplier penalties by purchasing the Southwest Vacations' Travel Protection option. Certain excursion operators only allow a refund if canceled upon notice to them. Contact the excursion company for the applicable notice provision and to arrange a refund. Many hotel reservations are nonrefundable and nontransferable, and you may be charged 100% cancellation/change penalties.

All changes and cancellations must be communicated to Southwest Vacations no later than ten (10) minutes prior to scheduled departure to allow time to process the change and avoid "No Show" forfeiture of your funds. Changes made within 24 hours of departure must be communicated through your travel advisor or by calling Southwest Vacations' 24-hour traveler assistance line at 1-800-775-7105. If you booked on Southwest Vacations website or through the Southwest Vacations contact center, contact Southwest Vacations directly at CustomerService@SouthwestVacations.com.

All changes and cancellations are subject to availability, limitations, restrictions, and fees imposed by Southwest Vacations and hotel and feature/excursion suppliers. Once travel has begun, there will be no refunds for any unused or partially used non-air travel component for any reason. Acceptance of a refund constitutes a waiver by passenger of all rights and remedies under applicable law.

You can ask a Southwest Gate Agent at the airport to add you to the same-day standby list for an earlier flight. Or, if you're an A-List or A-List Preferred Member, you can add yourself to the list via our Southwest app or mobile web. Basic fares are not eligible for free same-day change.

Same-day change: On the day of travel, you can switch free of airline charges to another flight with space available departing on the same calendar day between the same origin airport and destination airport as your original flight.

Same-day standby: You can list for same-day standby on an earlier flight via a Southwest® Customer Service Agent at the airport or the Southwest app or mobile web. You will receive a message based on the contact preference selected during booking if you are cleared on the flight.

For both same-day change and same-day standby, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. If using the app or mobile web for standby, you must list your name 30 minutes ahead of scheduled departure. You will be required to pay any government taxes and fees associated with these itinerary changes, but refunds will be provided. Your original boarding position is not guaranteed. Southwest Business Customers booked through travel agencies may need to see a Southwest Agent at the airport for both a same-day change or standby listing. See [Southwest.com/standby](https://www.southwest.com/standby) for more details.

If you've experienced an airline-imposed delay, cancellation, or schedule change that has impacted your air travel, please find more information about your available options at the Southwest Airlines Help Center [here](#).

Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

4. Credit Card Transactions & Chargebacks

If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against Southwest Vacations. In the event that payment has been made to Southwest Vacations by credit card, you agree that you will not seek to charge back your payment to Southwest Vacations. If Southwest Vacations incurs any costs, including but not limited to attorneys' fees, to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owed to Southwest Vacations via money order or cash immediately.

5. Cancellation Reimbursement via Travel Credit and Cash Refunds

Cancellations WITH [Travel Protection](#): If you cancel your vacation, fees will be waived, and the amount due (*less the cost of the travel protection premium*) will be in the form of travel credit if you selected the full travel credit option, or original form of payment if you selected the cash refund option.

Cancellations WITHOUT [Travel Protection](#): If you cancel your vacation, any amount due on air-inclusive vacations will be in the form of travel credit; any refund due for land-only bookings and contracted group bookings be in original form of payment. All applicable cancellation penalties are deducted from travel credit.

Refund allocations in original form of payment: Refund in original form of payment is posted to the original credit card charged. If multiple cards were charged, refunds are posted in proportionate amounts to the original charges. Refunds in original form of payment are generally processed within approximately 30 days of cancellation. Flights are non-refundable and will be issued in the form of an airline credit valid for future travel for up to one year from original time of purchase.

Reimbursement allocations in the form of travel credit: Travel credits are allocated equally among all adult (18+) passengers on the original reservation. If there were children under 18 years of age on the original reservation, their travel credit(s) are allocated equally among the adult (18+) passengers. Travel credits are generally processed one or two business days after cancellation.

6. Travel Credits

Standard change and cancellation policies apply to new bookings made with travel credit. Travel credits are valid for travel commencing within 395 days from original departure date, must be used for travel commencing by expiration date, are nontransferable and nonrefundable, have no cash value, and are issued in the names of the adult (18+ years of age) passengers on the original reservation. For more information on travel credits, visit <https://www.southwestvacations.com/general/travel-credits/>

7. Travel Documents

Your travel documents will be emailed to you once full payment is received. Please check them carefully to ensure that all the information is correct and passenger names exactly match your Proof of Citizenship. If you discover an error, please immediately contact your travel advisor or Southwest Vacations at 1-800-243-8372.

8. Required Entry/ Re-entry Documentation

Proper documentation is YOUR responsibility. The following information is based on current requirements for U.S. citizens at time of publication. This information may change- see your travel advisor or contact your destination consulate for the most current requirements on your travel date. Passengers returning to the U.S. by air from any international destination must have a valid passport and may be denied boarding by the airline if the passport is damaged, mutilated, or has excessive wear. A "Passport Card" is not acceptable. If your name on your passport (or for non-U.S. citizens, "valid travel documents") does not match your name on your travel documentation, you will not be allowed to travel. A passport valid for up to 6 months past the date of completed travel is required when traveling internationally. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree. If you are not a U.S. citizen, contact your destination's consulate or embassy to determine required entry documents.

Passports are NOT required for travel within the continental U.S., Hawaii, Puerto Rico, and the U.S. Virgin Islands. However, travel to these U.S. destinations/ U.S. territories requires a valid state/government-issued picture I.D. or valid state-issued driver's license. Beginning May 7, 2025, your valid state/government-issued picture I.D. or valid state-issued driver's license must be compliant with the Real ID ACT in order to board domestic flights and access certain federal facilities. Visit dhs.gov/real-id for more information. If it is not compliant, visit tsa.gov/travel/security-screening/identification for alternate forms of acceptable ID. Any passenger who is denied boarding due to lack of proper documentation will have their vacation cancelled. **Failure to comply with the above requirements will result in you not being allowed to travel and no refund will be given.**

9. Traveling Minors

We cannot accept unaccompanied minors under 18 for any travel. For certain countries, a notarized consent from both parents or legal guardian(s) is required for children younger than 18 years old traveling with one parent, or in someone else's custody; or a notarized birth certificate showing only one parent, a parent's death certificate, or a court order of child custody MAY also be permissible. Be sure to check with your travel advisor or inquire with your destination's consulate, or visit websites such as travel.state.gov, dhs.gov or iatatravelcentre.com. Mexican-born minors under 18 years of age traveling alone or with someone other than a parent or legal guardian, require special documentation to depart Mexico, even if the Minor is a Dual Mexican Citizen. For details, contact the Mexican embassy or [click here](#). Some airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country, visit Southwest.com for details.

10 Denial of Entry

Certain countries may deny entry to travelers with even a minor criminal record, and if not a U.S. citizen, entry back into the U.S. Check with the U.S. Embassy and the embassy or consulate of the country being visited to ensure you can travel as planned. Southwest Vacations does not accept responsibility if you are denied entry and cancellation penalties apply.

11. Flights & Airport Check-in

Your flight information will appear on the booking confirmation issued when you make your deposit, and on your electronic travel documents issued upon full payment. All flight times are subject to change without notice. We strongly suggest that you reconfirm exact flight times with Southwest Airlines 24 hours prior to departure and again before departing for the airport. For international flights, we recommend arriving at the airport **at least three hours prior to your scheduled departure time** to allow time to check in and get through Security. For domestic flights, we recommend that you arrive two hours prior to travel but absolutely no later than one hour prior to travel. If you do not have pre-assigned seats and have seat preferences, we recommend that you arrive early as seats will be assigned upon check in based on availability.

If you do not check in at the airport or gate at the required time, or do not possess proper documentation, you will be denied boarding and will not be eligible for a refund when booking with Basic or Wanna Get Away Plus fares. If you booked your vacation with an Anytime or Business select fare, your funds will be converted to reusable Travel Funds. Additionally, if you fail to check in for your flight without prior cancellation, you are considered a no-show and will not be eligible for a refund. Travel Protection does not cover the instances noted above. Southwest Vacations assumes no responsibility for any passengers making independent connections to flights booked through Southwest Vacations. For specific policies traveling infants under two years of age, visit Southwest.com. If an infant reaches the age of two at any time during the vacation, federal law requires the purchase of a separate seat for any remaining portions of the flight. Some countries charge infant departure taxes.

12. Package Pricing - Exclusions

If you have not paid for your vacation in full, you will be responsible for any increases in the price of all non-air components of the vacation package. Southwest Vacations reserves the right to re-invoice your reservation should an error be made in computing your vacation price. Mandatory taxes, fees, and surcharges imposed by U.S. and foreign governments, airlines, and hotels are included in the total vacation price and are subject to change at any time. Some may be payable in destination and may include, but are not limited to, hotel resort fees, energy surcharges, environmental levies, and departure taxes. While we have included Pay in Destination charges provided to us by third parties at the time of booking, charges may fluctuate based on exchange rates at time of travel. You may incur additional expenses that are not included in the package price, including but not limited to (unless otherwise noted): gratuities, meals and beverages, passport/visa fees, departure taxes, environmental levies and hotel energy surcharges, resort fees, car seats, transfers, optional excursions, and items of a personal nature. Rates for packages including a rental car do not include state/local taxes, gasoline, optional insurance, Collision Damage Waiver (CDW), under-age driver charges if under the age of 25, or airport charges, which are payable directly to the rental car company. Minimum age requirements apply- contact your travel advisor or the rental car company for information. A valid driver's license and major credit card in driver's name are required.

13. Airline, Hotel and Feature Taxes

Southwest Vacations markets hotels under a "prepaid/merchant" model, where Southwest Vacations collects the full amount of the hotel room from you in advance and manages the payments to the hotel/feature on your behalf. The booking is made by Southwest Vacations on the customer's behalf and includes two components to the reservation, amounts being paid by Southwest Vacations to the hotel/feature on customer's behalf as well as compensation for services retained by Southwest Vacations. In connection with facilitating your hotel/feature arrangement, the amount you are charged will include tax recovery charges and service fees. This amount includes an estimate to recover the amount we pay to the hotel/feature related to your reservation for taxes owed by the hotel/feature including, without limitation, sales and use tax, occupancy tax, room, tax, excise tax, value added tax, good and services tax, and/or similar taxes. The amount Southwest Vacations pays to the hotel/feature in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you. The amount charged to you also includes an amount to compensate Southwest Vacations for services in connection with handling your reservation. Southwest Vacations is not the supplier collecting and remitting taxes to the applicable taxing authorities. Hotel/feature suppliers include all applicable taxes in the amount billed to Southwest Vacations and Southwest Vacations pays over such amounts directly to the supplier. Southwest Vacations is not a co-supplier associated with the supplier with whom Southwest Vacations books or reserves customer's travel arrangements. Taxability and the

14. Special Requests

If you request special arrangements such as adjoining rooms/room locations, bedding requests, specific assistance, or special meals, we will pass on your request to the vendor on your behalf. However, since these requests lie outside our contracts with our suppliers, we cannot guarantee special requests unless otherwise stated.

15. Handicapped Services and Facilities

Should you desire any special service or equipment to assist with a disability, please let us know in advance so we can advise the Southwest Airlines or the resort (services vary by resort). Although we will do our best to assist you, Southwest Vacations does not guarantee the availability of wheelchairs at any airport. Wheelchair accessible rooms may be requested but cannot be guaranteed. Standards vary by property and country, may not be consistent with the standards required by the Americans With Disabilities Act, and are not within the control of Southwest Vacations.

16. Southwest Vacations & Other Service Provider Responsibility

Travel Advisors' Responsibilities: If you booked through your travel advisor, your travel advisor is responsible for providing information to you, examining and verifying all information, and ensuring that you understand all of the policies, fees and requirements to which you are subject. Any travel advisor who makes a reservation on your behalf acknowledges this responsibility.

Southwest Airlines' Responsibilities

Southwest Airlines are responsible only for the air transportation it provides in connection with a package purchase and is not responsible for ground transportation, accommodations, or other activities of the vacation. All passenger air transportation via Southwest Airlines shall be provided under the terms and conditions of Southwest Airlines' Contract of Carriage, which includes Advice to Passengers on Limitation of Liability.

Southwest Vacations' Responsibility

Southwest Vacations makes arrangements with third party suppliers as independent contractors for the various components that comprise your vacation package. We have taken all reasonable steps to ensure that proper arrangements have been made for your vacation. However, Southwest Vacations is not an agent of these independent travel providers, and we expressly disclaim any liability for their actions or omissions. Service providers reserve the right to refuse service to travelers at their sole discretion. Southwest Vacations assumes no liability for the acts of the service provider in refusing service. Southwest Vacations is not responsible under any circumstances for any injury or damages you may suffer, in connection with air or ground transportation, hotel accommodations, or other travel or excursion services arranged by Southwest Vacations. Furthermore, Southwest Vacations and its third-party suppliers do not control and cannot be responsible for bodily injury, property damage or other loss or damage caused by factors beyond their control, including but not limited to: air turbulence, flight delays, extreme weather, government restrictions or regulations, strikes, war, acts of terrorism, mechanical breakdown, sickness or disease, epidemics or pandemics, quarantine, your physical, medical or mental disabilities, your failure to obtain valid travel documents or to follow travel instructions resulting in denied entry at destination or re-entry into U.S., and failure related to the public internet, telephone or other communication lines.

By booking with Southwest Vacations and/or using the Southwest Vacations online booking site, you waive any claim against Southwest Vacations, its affiliated and subsidiary companies, and their respective officers, directors, employees, contractors, and agents, for any loss of or damage to property or injury to any person caused by reason of (i) any defect, negligence, or other wrongful act or omission or any failure of performance of any kind by any airline, hotel, ground transportation, or other travel provider, (ii) any claim for inconvenience, loss of enjoyment, mental distress or other similar claim, (iii) any delayed departure, missed connection, substitute accommodation, termination of service or change in fares or rates, and (iv) overbooking, flight cancellation, lost or misconnected baggage, or any claim arising of the air transportation portion of any vacation package. Under no circumstances will Southwest Vacations be liable for any special, incidental, or consequential damages arising from the provision of our travel services or vacation packages. Some hotel room images in our promotional materials and our website do not depict the standard room category. All amenities shown for a particular property may not be available in every room category. Maps are not to scale. Our hotel rating system is provided for your reference and may differ from other rating systems. We do not guarantee the accuracy of these ratings or that they are equal to other rating systems that you may be familiar with. We reserve the right to change a rating at any time with or without notice. Southwest Vacations is not responsible for omissions or errors.

Your Responsibility: Your Responsibility: By booking with Southwest Vacations, you agree to defend and indemnify us and all respective suppliers and any 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 fees, brought by third parties as a result of: a) your breach of these Terms and Conditions or the documents referenced herein; b) your violation of any law or rights of a third party; or c) your use of the Southwest Vacations website and/or any travel documents.

Important Notice: Southwest Vacations enters into contracts with hotels and air, land, or water transportation companies, but all such entities are owned and operated by independent contractors. Southwest Vacations is not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond its direct control. The Southwest Vacations name and logo may appear on posted or hand-held signs at the airport of your departure or destination, in vans, buses, coaches, hotels or elsewhere during your vacation. This use of the Southwest Vacations name and logo is solely intended to help you identify persons or entities who might provide services to you during your trip, but does not indicate, and should not be understood by you to indicate that Southwest Vacations owns, controls or operates any entity displaying such, a sign, or that Southwest Vacations employs or controls any person holding or displaying such a sign. Southwest Vacations sells leisure vacations. If this vacation is used for any reason other than leisure travel, the hotel may directly assess an additional surcharge or refuse service during holiday, convention, or special event time periods.

If you have a claim or dispute with any of the travel or excursion providers, we will provide you with as much assistance as reasonably possible. **Certain exclusions may not apply in some jurisdictions.**

17. Luggage, Personal Property, Security, and Customs

[Click here](#) for information on baggage policy and fees, liability for lost, misconnected and damaged baggage or other personal property.

Carryon items are limited to one bag plus one smaller, personal-type item. Southwest Airlines limits carryon bag dimensions to 10 x 16 x 24 inches. All Customers and Employees and their items are subject to a thorough physical search. Personal-type items include purses, briefcases, cameras, food containers, or laptops (case included). If your carryon does not fit the dimensions above, Southwest airlines will be forced to check it at the gate. Your personal item must be stored under the seat in front of you, fitting within 18.5 x 8.5 x 13.5 inch dimensions. Full details. If your personal item does not fit under your seat, you will be asked to place it in an overhead bin.

Southwest Vacations accepts no liability for loss or damage to luggage and recommends a TSA-approved lock. All lost or damaged luggage must be reported to an airline representative at the destination airport by the passenger before you leave the airport. For the most up-to-date information on prohibited and permitted items, please visit the [Transportation Security Administration](#) website.

Additionally, some foreign governments enforce strict limitations and restrictions on what can be brought into their country. Ask your travel advisor or refer to the applicable embassy's website.

18. Notice of incorporated terms

This notice is part of Southwest Airlines' Passenger Contract of Carriage. If there is inconsistency between the terms described below and those on the customer's ticket, the incorporated terms of the ticket govern. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage, the terms of which are herein incorporated by reference. Incorporated terms include, but are not restricted to:

- Limits of liability for personal injury or death of Passengers.
- Limits on liability for loss, damage to, or delayed delivery of passenger baggage, including fragile, perishable, and certain other irreplaceable and/or high value goods or contents, as specified in the Contract of Carriage. Baggage liability for covered items (except wheelchairs or other assistive devices as provided in 14 CFR §382.131) is limited to \$3,500 per fare paying Passenger unless excess valuation coverage is purchased.
- Claims restrictions, including time periods in which a Passenger must file a claim or bring an action against Southwest for its acts or omissions or those of its agents.
- Rights of the air carrier to change terms of the Contract of Carriage.
- Rules on reservations, check-in times, refusal to carry, and smoking.
- Rights of Southwest and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate air carrier or aircraft, and rerouting.
- Overbooking: If a Passenger is denied boarding due to an oversale, has obtained his/her boarding pass and is present and available for boarding in the departure gate area at least ten minutes before scheduled departure, with few exceptions, such Passenger is entitled to compensation.
- Southwest Airlines, their employees, and agents do not act as agents for any Southwest Vacations, hotel, rental car agency, or other company. In no event shall the airlines be responsible or liable for any act, omissions, or events occurring during the time passengers are not on board the aircraft.
- **SOUTHWEST AIRLINES RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR SOUTHWEST AIRLINES' TARIFFS, RULES, OR REGULATIONS**

Any reference to tariff shall be deemed to be a reference to the Southwest Airlines' Passenger Contract of Carriage. You may inspect, get further information about, or get a copy of the full Contract of Carriage online at **Southwest.com** or direct inquiries to: Southwest Airlines Customer Relations Department, P.O. Box 36647, Dallas, Texas 75235-1647

19. Hazardous Materials Restrictions and Insecticide Notice

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. Special restrictions and limitations for transporting Hazardous Materials and specifically Lithium Ion batteries, refer to www.faa.gov/go/packsafe for more information. In the event a carry-on bag cannot be accommodated in the passenger cabin and has to be placed below in a cargo bin for any reason, any electronic device or spare Lithium-ion or any other type of battery permitted in carry-on baggage **MUST** be removed from the carry-on bag and remain in the possession of the passenger in the passenger cabin. For further information, contact your airline representative. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <https://www.transportation.gov/airconsumer/spray>.

20. Governing Law, Forum Selection, & Dispute Resolution

The site is controlled and operated by ALG Vacations Corp. from its offices within the State of Wisconsin, United States of America. ALG Vacations Corp. makes no representation that the content or materials on the site are appropriate or available for use in other locations. These terms & conditions and any dispute arising out of or related to the terms & conditions or use of the site shall be governed in all respects by and construed and enforced in accordance with the laws of the State of Wisconsin, U.S.A., without regard to its conflicts of law principles. Exclusive jurisdiction over any cause of action arising out of these terms & conditions or your use of the site shall be brought in the United States District Court for the Eastern District of Wisconsin or, if there is no federal jurisdiction over the action, in the courts of Milwaukee County, Wisconsin, U.S.A. You further agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action and waive any claim that such courts are an inconvenient forum.

Notwithstanding the foregoing, any cause of action arising out of or relating to an incident or personal injury occurring during your stay at a hotel or resort, as well as during any transportation to / from the hotel or resort and any excursions or activities in which you choose to participate during your stay (whether booked through this site, directly with a hotel or resort, or otherwise), will be governed by the laws of the jurisdiction in which the hotel or resort is located ("Local Jurisdiction") (or such other jurisdiction as specified in any other agreement that may govern the transportation or excursion), without regard to its conflict of law principles. Any incident, complaint, demand, or claim arising out of or relating to an incident occurring during your stay at a hotel or resort outside of the United States shall be submitted to the Local Jurisdiction, and you, on behalf of yourself and any minors traveling with you, further agree to submit to the exercise of personal jurisdiction of such courts of the Local Jurisdiction for the purpose of litigating any such claim or action arising out of an incident occurring during your stay at a hotel or resort and waive any claim that such courts are an inconvenient forum. This provision shall not establish a contractual relationship between you and ALG Vacations Corp. or any duty by ALG Vacations Corp. relating to services you receive from third parties, including independent contractors who may provide transportation, excursions, or other services, regardless of whether these services are organized or promoted by ALG Vacations Corp. or the hotel or resort. All disputes arising out of or related to these Terms & Conditions or your use of the site must be brought individually, without resort to any form of class, consolidated, or representative action. To the extent permitted by law, you also hereby waive any right you may have or hereafter possess to a trial by jury.

At the time of your hotel or resort stay you may be asked to sign or acknowledge a form, release, or waiver agreeing that any claim you and any other person accompanying you may have against ALG Vacations Corp., the hotel or resort, or any of its operators or controlling, affiliated, or related companies arising out of an incident occurring during your stay at the hotel or resort, shall be governed by and construed in accordance with the Local Jurisdiction, and that you agree to the courts of such jurisdiction as the exclusive venue for any proceedings whatsoever relating to any potential claim relating to an incident arising out of or relating to your stay at a hotel or resort. With respect to the choice of law and forum, please be advised that terms in the form, release, or waiver you sign or acknowledge during guest registration will govern over any contrary terms and conditions with respect to any claim or action arising out of an incident occurring during your stay at a hotel or resort. You may also be required to sign a liability waiver and assumption of risk form relating to any guest activities or amenities in which you choose to participate.

21. Health & Safety Tips for Travelers

Since the emergence of COVID-19 in 2019, most destinations, airports, air carriers, hotels, restaurants, transfer companies, car rental companies, shops, and excursions have established COVID-19 safety measures and precautions that may change from day to day. These safety measures may include but are not limited to curfews, attraction closings and reduced hours, size of group gatherings, social distancing requirements, health screenings, the requirement of masks, proof of COVID-19 immunization, and self-quarantine requirements. In addition, you must follow the current [CDC guidelines](#) and the recommendations of health officials. Please note that any public location where people have been or are present provides an inherent risk of exposure to COVID-19 and we cannot guarantee that you will not be exposed during your vacation. By traveling, you agree that you assume these inherent risks associated with your vacation. Any and all additional costs will be your sole responsibility.

Before booking travel and before your travel dates, we strongly recommend that you visit the U.S. Department of State website [travel.state.gov](#), as well as the Centers for Disease Control and Prevention website, [cdc.gov](#), which include important information on foreign travel such as travel advisories, warnings and restrictions issued by the U.S. government. You are responsible for complying with the health requirements of the countries you intend to visit. If you make a booking, you are confirming that you have followed our recommendations above and forever waive any argument that we should have done anything further with respect to warnings or alerts. Check with your physician regarding any immunizations that may be recommended or required. Use common sense while vacationing abroad. For example, if you choose to drink alcohol, do so in moderation. In addition, be cognizant of the effects of mixing alcohol and certain medications. Should someone in your party become ill, alert the resort front desk for immediate medical attention or call the emergency number provided by the resort. Also advise your Resort Representative as soon as possible, who may be able to provide assistance. If you have medical issues or concerns about medical services, we urge you to contact your resort with specific questions. Please be aware that medical standards and training of emergency responders and resort medical facilities vary greatly, and health care abroad may not be the same as you might expect at home. It may be standard policy for hospitals and medical providers abroad to require cash payment upfront for services. Check with your insurance provider regarding claims for reimbursement. Sports and aquatic equipment, especially scuba gear, may not meet U.S. safety standards and many resort pools and beaches may lack lifeguards. Balcony railing heights in Mexico are lower than the mandated heights in the United States, and also may be lower in other countries. Low balcony railings create a risk of falls, which may result in serious injury or death. Bottled drinking water is recommended. BY OFFERING TRAVEL PRODUCTS IN PARTICULAR DESTINATIONS AND INTERNATIONAL DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. No destination is 100% safe. By embarking upon your travel, you voluntarily assume all risks involved in such travel, whether expected or

22. Post-Vacation Concerns

If you have a complaint while on vacation, you must provide Southwest Vacations with a reasonable opportunity to rectify the issue during your vacation by promptly notifying your Resort Representative who will make every effort to assist. If the matter cannot be settled on the spot, you must email our Customer Care Department within 28 days of the completion of your vacation at aftertravel@southwestvacations.com. Please understand that we cannot consider post-vacation submissions if you did not provide Southwest Vacations with a reasonable opportunity to assist you during your trip. We reserve the right to give any compensation due in the form of travel credits.

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