



ADVANTAGE INTERNATIONAL, LLC

ADVANTAGE INTERNATIONAL'S PARTICIPANT AGREEMENT JOY OF JAZZ SOUTH AFRICA 2017

By signing our reservation form or clicking "I Agree" on our website, you agree to the following terms and conditions: Advantage International, LLC ("we" or "us") provides the tour named in our reservation form (the "Tour"). These terms and conditions apply to the Tour and the program for the Tour (the "Itinerary").

Payment Schedule: Not adhering to the payment schedule can result in cancellation without notice and/or rate increases.

- 33% per person non-refundable deposit - Due at the time of booking
- 33% of balance after initial deposit – Due by May 22, 2017
- Full and final payment due by July 24, 2017

All prices are in U.S. Dollars. Due to exchange rate changes, taxes and other factors, we do not guarantee the amount of the final Tour Fee until the Full and Final Payment Date; after said date, we may increase the Tour price. Except as expressly stated in the Itinerary, you are solely responsible for any Tour-related costs that you incur.

Change/Cancellation: Notice of change/cancellation must be made in writing to Advantage International, LLC, and your cancellation date will be the date we actually receive your notice: A name change is permitted on or before August 1, 2017 and will incur a penalty of \$100 per name change, on or after August 2, 2017 a name change may be requested, cannot be guaranteed and additional fees will apply. A date change is considered a cancellation. All changes are subject to availability, rate differences and are not guaranteed.

Cancellation:

- 100% of the initial deposit is non-refundable if canceled - on or before May 21, 2017
- 66% of the per person package price is non-refundable if canceled – May 22 – July 23, 2017
- 100% of the total package price is non-refundable if canceled - on or after July 24, 2017, or if you are a no-show

We must receive your cancellation notice in writing by email, fax, or overnight courier, and your cancellation date will be the date we receive your notice. Your decision not to participate on the Tour due to State Department warnings, fear of travel, or the like will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour start date, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour, but you may join the Tour late if you wish.

Operator Cancellation or Substitution: We will make commercially reasonable efforts to keep the Itinerary as it has been published; however, the final Itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the Itinerary. If a tour is cancelled, our liability is limited to a full refund of your payments, and we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond our control, a Tour in progress must be interrupted or cancelled, we will in good faith consider refunding a portion of the price depending on our actual costs incurred compared to the Tour as originally contemplated.

Passports and Visas: US citizens are required to present their valid passport for travel. Passports must have 2 blank visa pages per country and not expire before 6 months after last date of travel. All other nationalities must contact the consulate of each destination country for documentation requirements. Proper documents are the responsibility and expense of each passenger. **Other Taxes and Fees:** Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included unless stated. **Responsibility/Liabilities:** We act only in the capacity of agent for the suppliers of the travel services named in the Itinerary or otherwise providing services or goods in connection with the Tour (the "Suppliers"), such as hotels and other lodging providers, local hosts, sight seeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason (1) any act or omission of any of the Suppliers or airlines providing flights to or from your Tour, or (2) any matter beyond our exclusive control including but not limited to a delay or cancellation of a flight that causes you to miss any portion of the Tour. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov, and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. You assume full and complete responsibility for all risks of travel and for complying with all laws of the country in the Itinerary. You are also responsible for respecting the authority and following the directions of the Tour guide during a Tour. We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition behavior renders you unfit for the Tour or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Tour services, or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour. Should you decide not to participate in certain parts of the Tour or use certain Goods included in the Tour, no refunds will be made for those unused parts of the Tour or Goods. You must be over the age of 18 to participate in the Tour. You agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of your or your companions' actions or omissions. **General:** Any dispute related to the Tour shall be governed by Illinois law without regard to conflict of laws principles. The federal or state courts in Cook County, Illinois shall be the exclusive forum for any lawsuit related to the Tour, and you consent to the personal jurisdiction by said courts. You agree to present any claims against us within 30 days after the Tour ends and to file within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree to grant us (and third parties with whom we may engage in joint marketing) a worldwide, royalty-free, fully paid up license to use your photographic, video, or digital likeness solely for our promotional and/or commercial purposes. Facsimile transmission of any signed document shall be deemed delivery of an original. At our request, you shall promptly provide an original document as well. If there are any conflicts between this Participant Agreement, the Reservation Form, and the Itinerary, this Participant Agreement shall apply. We reserve the right to decline to do business with anyone on a non-discriminatory basis. **Travelers needing special assistance:** Advantage International, LLC will make reasonable efforts to accommodate the needs of our travelers; however, travelers needing special assistance for their personal needs must notify Advantage International, LLC at the time of booking for a determination of what assistance it can reasonably provide. In cases where Advantage International, LLC cannot accommodate a traveler's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. Advantage International, LLC regrets that it cannot provide special individual assistance to travelers with special needs for ordinary daily activities, such as walking, dining, etc. and other special needs. In no instance will Advantage International, LLC or contracted personnel physically lift or assist clients on to or off of transportation vehicles.

TRAVELERS INSURANCE/Trip Cancellation Insurance: We strongly encourage you to purchase trip cancellation and interruption insurance and additional health insurance to protect against financial loss from unforeseen accidents, illness, and/or loss of baggage.

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO THE ADVANTAGE INTERNATIONAL PARTICIPANT AGREEMENT.