



TERMS AND CONDITIONS

Welcome to our travel group; as owned by **EMP ENTERTAINMENT, LLC** [also referred to herein as "**EMPRESS TRAVEL GROUP, LLC**"]. **EMPRESS TRAVEL GROUP, LLC** offers retail travel services to customers, which are provided by separate and independent suppliers of travel and travel related products. Please be noted that **EMPRESS TRAVEL GROUP, LLC** does not operate, control, endorse or otherwise provide the services of the independent travel suppliers. You agree that **EMPRESS TRAVEL GROUP, LLC** acts only as agent for the customer in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the customer's benefit, and on the express condition that **EMPRESS TRAVEL GROUP, LLC** disclaims any implied guarantees. **EMPRESS TRAVEL GROUP, LLC** is not responsible for accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default associated with services provided. **EMPRESS TRAVEL GROUP, LLC** and its associates provide their services to you subject to the following conditions.

As used in this document, the terms "you" or "your" refers to you, any entity you represent, your or its representatives, successors, assigns and affiliates. If you are representing another party other than yourself; you are responsible for sharing these terms and conditions with them along with all other itinerary details.

These terms constitute a contractual agreement between you and us. By signing and or acknowledging via online form you express your understanding and acceptance of these Terms.

OUR OBLIGATIONS:

1. **EMPRESS TRAVEL GROUP, LLC** promises to provide travel service with reasonable skill and care.
2. However, the promise shall not apply to the extent of any non-conformance which is caused by use of the services contrary to our instructions, or modification or alteration of the services by any party other than **EMPRESS TRAVEL GROUP, LLC** or by our duly authorized staff.
3. Notwithstanding the foregoing, **EMPRESS TRAVEL GROUP, LLC**:
4. Does not warrant that the Customer's use of the services will be uninterrupted or error-free; nor that the services and/or any information obtained by the customer through the services will meet the customer's requirements; and
5. Is not responsible for any delays, delivery failures, or any other loss, injury or damage resulting from the services provided by us, and the customer acknowledges that the services may be subject to limitations, delays and other problems inherent in the use of such facilities and services.
6. Is not responsible regarding any missed flights due to travelers not arriving on time for departure nor any penalties or fees resulting from missed flights.
7. Is not responsible for inability to travel due to not having the proper documentation as described in the travel contract.
8. Is not responsible whereas cancellation has incurred by the supplier due to any overdue balance.
9. Is not responsible whereas the Traveler fails to return to airport, cruise ship, or tour on time for departure.
10. Is not responsible in instances whereas incorrect information has been provided by the traveler. To be specific; the name and birthdate given to **EMPRESS TRAVEL GROUP, LLC** must match your legal documents.
11. This agreement shall not prevent **EMPRESS TRAVEL GROUP, LLC** from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation or services which are similar to those provided under this agreement.



12. **EMPRESS TRAVEL GROUP, LLC** warrants that it has and will maintain necessary travel agent related permissions necessary for the performance of its obligations under this agreement.

CUSTOMER OBLIGATIONS:

The Customer shall:

1. Provide **EMPRESS TRAVEL GROUP, LLC** with:
2. All necessary co-operation in relation to this agreement; and
3. All necessary access to such information as may be required by **EMPRESS TRAVEL GROUP, LLC**; in order to render the Services, herein.
4. Comply with all applicable laws and regulations with respect to its activities under this agreement;
5. Carry out all other customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the customer's provision of such assistance as agreed by the parties, the Provider may adjust any agreed timetable or delivery schedule as reasonably necessary;
6. Ensure that the Authorized Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of this agreement;
7. Obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Provider, its contractors and agents to perform their obligations under this agreement, including without limitation the Services.

Pricing Policy/Schedule of Charges

1. Cost of travel and services offered by **EMPRESS TRAVEL GROUP, LLC** are in accordance with the prices established above.
2. Travel arrangements cannot be booked or held without full payment or minimum security deposit as indicated in the pricing details above. Such deposit must be received before incurring a valid booking.
3. Final payments must be collected before the due date as indicated in the contract to avoid cancellation of your arrangements.
4. You can pay using your credit card or via phone. Your credit card information shall not be stored; therefore, no automatic charges will be made without your consent. Credit card authorization must be made either through online portal, payment form or via phone for each payment you wish to make.
5. Payment shall be payable in USD only;
6. Any payments made to us are non-cancellable and non-refundable; however, exception to instances may be considered where travel insurance has been purchased. With the purchase of travel insurance refunds will be made according to the terms listed in your travel insurance policy.
7. You are responsible for paying all fees associated with your travel booked through **EMPRESS TRAVEL GROUP, LLC** including any applicable taxes, resort fees, gratuity and other incurred fees not included in your above rate.
8. You hereby agree that the quoted price is subject to inflation and rises in commodity prices. Price is not guaranteed until minimum due is received and travel is booked by **EMPRESS TRAVEL GROUP, LLC**. In accordance with terms of this agreement the customer will be notified before booking if an increase in price is applicable.

Trip Insurance Availability

Trip insurance provides you with protection (subject to specific insurance policy) against unforeseen events such as luggage issues, medical emergencies, trip delays and unavoidable weather events. If it is not indicated as included in your vacation package, it will be available to you at an additional cost and noted above. Indication of your choice to either add or decline travel insurance must be received before your vacation can be booked.

Changes to Reservations



Names and Dates may not be changed once your booking has been confirmed. We shall attempt to assist you with any changes of dates, flights or accommodation. However, confirmation for such changes cannot be guaranteed. In addition such changes may incur additional fees or other associated charges as applicable.

Passports and Travel Documents

1. Most vacations booked through **EMPRESS TRAVEL GROUP, LLC** will require a valid passport with the exception of US destinations including Puerto Rico, USVI and most cruise vacations.
2. For those destinations where a passport is not mandatory; Valid ID and/or birth certificate is required.
3. You **MUST** have the proper documentation at the time of departure as applicable by Law.
4. Inability to acquire a passport does not terminate the agreement, all monies paid will be non-refundable or subject to terms of your travel insurance if purchased.
5. Any required documents and/or confirmation numbers will be forwarded to you via email and/or US mail approximately 1 week before your departure.

Group Travel Policy

Group pricing is subject to contract fulfillment. In the event that group travel is cancelled before departure due to inability to fulfill such contract requirement; all money paid shall be refunded to the traveler. Notwithstanding; for departing groups portions of travel itinerary may be changed or altered by **EMPRESS TRAVEL GROUP, LLC** without any prior notice to the traveler.

Travel Issues

Problems with itinerary will be handled by **EMPRESS TRAVEL GROUP, LLC** and/or the travel supplier named on your final documents. In the event of an emergency please contact **EMPRESS TRAVEL GROUP, LLC** or your travel supplier for further direction.

Confidentiality

1. All information shared with **EMPRESS TRAVEL GROUP, LLC** is confidential including travelling dates, itinerary, price schedules and traveler information. Each party may be given access to such Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that;
2. is or becomes publicly known other than through any act or omission of the receiving party;
3. was in the other party's lawful possession before the disclosure;
4. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
5. is independently developed by the receiving party, which independent development can be shown by written evidence; or
6. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
7. Each party shall hold the other's confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
8. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
9. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

Modification, Alteration of Policies and Severability

These terms constitute the entire agreement between **EMPRESS TRAVEL GROUP, LLC** and you. We reserve the right to make changes to such terms and conditions and/or policies at any time which may include but are not limited to changes related to itinerary that are in the best interest of the traveler. Such instances may include change of destination due to weather events or other safety related situations affecting the travelers intended destination. This also includes change of flights and/or accommodations to reflect a more desirable itinerary.

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity of remaining arrangements.



Termination of Contract

These terms of use are effective and shall be effective from the date of signed contract and shall continue in effect until terminated by either you or us or until travel arrangements listed above are complete.

We may immediately terminate these terms of use with respect to you at our absolute discretion including, without limitation, if you breach or fail to comply with this contract.

Disputes

Any dispute relating in any way by using **EMPRESS TRAVEL GROUP, LLC** services or any documentation/information collected through **EMPRESS TRAVEL GROUP, LLC** shall be submitted to confidential arbitration in USA except that, to the extent you have in any manner violated or threatened to violate **EMPRESS TRAVEL GROUP, LLC**'s intellectual property rights, **EMPRESS TRAVEL GROUP, LLC** may seek injunctive or other appropriate relief in any court within USA and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Applicable Law

These terms of this agreement shall be governed by and construed in accordance with the laws of Minnesota, USA and the courts of Minnesota, USA shall have exclusive jurisdiction in respect of any actions or claims under these terms of use and you hereby consent and submit to the personal jurisdiction of such courts; provided that nothing herein shall prevent the application and enforcement of mandatory and applicable law.

