

## **Caribbean Cruise Promotion**

# **Official Terms and Conditions**

Springs Valley Bank & Trust Company ("**Sponsor**") is sponsoring a Caribbean Cruise Promotion (the "**Promotion**"), consisting of four prize events, including three Quarterly Giveaways (the "**Giveaway(s)**") and one final drawing in the Fourth Quarter (the "**Grand Prize**"). Unless specifically noted otherwise by Sponsor, these terms and conditions shall serve as the "**Official Rules**" for the Promotion. The terms "**you**," "**your**," and "**participant(s)**," all refer to the person entering and/or participating in the Promotion.

# NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. PROMOTION IS VALID ONLY IN THE STATE OF INDIANA, UNITED STATES; VOID WHERE PROHIBITED.

**1. PROMOTION DATES:** The Promotion will begin at 8:30 a.m. (ET) on Thursday, January 2, 2025, and end at 1:00 p.m. (ET) on Saturday, December 20, 2025 ("**Promotion Period**"). The Sponsor's clock will be the official timekeeper for the Promotion.

**2. SPONSOR AND PROMOTER:** Springs Valley Bank & Trust Company, 1500 Main Street, Jasper, Indiana 47546 is the sponsor and promoter of the Promotion. Jackie's Travel and Royal Caribbean are not sponsors of the Promotion and are not affiliated with this Promotion. The Sponsor may terminate, extend, suspend or alter the Promotion at any time in its sole discretion.

3. ELIGIBILITY: This Promotion is open only to legal U.S. residents who are eighteen (18) years of age or older and reside in the State of Indiana as of date of entry. Employees of Sponsor, its parent company, and any affiliate of either, are not eligible to participate in the Promotion. The winner must possess or be able to obtain all necessary travel documents, including (but not limited to) a valid passport, prior to the cruise departure. Failure to secure appropriate documentation may result in forfeiture of the prize, and an alternate winner may be selected.

**4. HOW TO ENTER:** Participating in quarterly Giveaways. Each Giveaway entry is automatically rolled over into the Grand Prize drawing. During the Promotion Period, participants may register by one of the following ways:

- **1.** Completing the registration ticket in one of the below mentioned banking center:
  - A. Valley Banking Center, 8482 W. St. Rd 56, French Lick, IN 47432
  - B. Jasper Main Street Banking Center, 1500 Main Street, Jasper, IN 47546
  - C. Jasper Third Avenue Banking Center, 865 3rd Avenue, Jasper, IN 47546
  - D. Paoli Banking Center, 867 North Gospel Street, Paoli, IN 47454
  - E. Princeton Banking Center, 1501 West Broadway, Princeton, IN 47670

- F. Washington Banking Center, 1717 South State Road 57, Suite A, Washington, IN 47501
- 2. Mail a postcard, including your name, complete address, daytime phone number and to: Springs Valley Bank & Trust Company, Attention: Marketing Department, P.O. Box 830, 1500 Main Street, Jasper, Indiana 47547-0830. The postcard must be postmarked between Thursday, January 2, 2025 and Saturday, December 20, 2025, and received by Friday, January 2, 2026 (the "Mail-in Entry"). Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

**5. LIMIT AND ENTRY FREQUENCY:** Participants are only allowed one (1) entry during each quarterly Giveaway Period. Any attempt by any participant to obtain more than one (1) entry per quarter, regardless of means, will void that participant's entries and that participant shall be disqualified. Illegible and incomplete entries are void.

6. WINNER SELECTION & NOTIFICATION: One name will be selected from all entries received at all Springs Valley Banking Centers via a Springs Valley representative at random within thirty (30) calendar days of the conclusion of the Promotion (the "Selection Date"). Drawing will be held on Friday, January 2, 2026. The winner of the Prize (as defined below) (the "Winner") will be notified via telephone no later than thirty (30) calendar days following the Selection Date. If the Winner does not respond to Sponsor's first attempted contact within forty-eight (48) hours, he or she will be disgualified. In the event that the Winner is disgualified for any reason, the Sponsor will award the Prize to an alternative winner as determined by a random draw from the remaining eligible entries and such person shall be deemed the Winner. The Winner may be asked to provide confirmation as to identity. Further, the Winner may be required to sign and return an Affidavit of Eligibility, Liability Release, Publicity Release (where legally permissible), and/or provide other personal or tax information. If requested by the Sponsor, the Winner will have seven (7) business days to provide all such information and to execute such documents. The failure to comply with the foregoing requirements may cause the Winner to forfeit the Prize and, in such event, Sponsor reserves the right to select an alternate winner. All decisions of the Sponsor as to the administration and operation of the Promotion and the selection of the Winner are final and binding in all matters related to the Promotion.

**7. PRIZE:** One (1) \$500 Visa gift card, two (2) Royal Caribbean Cruise Certificates (the "**Prize**") will be awarded. The verifiable retail value of the Prize is \$2,460.00. The Prize may not be substituted, transferred or assigned, except at Sponsor's sole discretion. The Prize includes only what is specified in the aforementioned description. The Prize is awarded "AS IS." The Winner must pick up the Prize from any Springs Valley Banking Center during normal business hours within thirty (30) business days of being notified by Sponsor that the Prize is available for pickup.

**8. CERTIFICATE:** To redeem the Royal Caribbean Cruise Certificate (the "**Cruise**") included in the Prize, the Winner must contact Jackie's Travel (509 3<sup>rd</sup> Avenue, Jasper, IN 47546. 812.482.7158). In accordance with the terms & conditions of Royal Caribbean's Certificate Program (see page 6), the winner must redeem the Cruise within a period of 2 years, beginning on the date the Cruise was purchased by the Sponsor. The Cruise was purchased by the Sponsor on Friday, November 8, 2024 and must be redeemed by Sunday, November 8, 2026.

**8. ODDS:** A total of one Prize will be awarded pursuant to this Promotion. Odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the Promotion Period.

**9. TAXES & COSTS:** Federal, state, and local taxes on the Prize, if any, and all other associated costs or expense are the sole responsibility of the Winner. An IRS Form 1099 and other tax-related forms and documents may be issued by the Sponsor if required by law.

10. RELEASE & INDEMNIFICATION: BY ENTERING THIS PROMOTION, YOU AGREE TO RELEASE AND SAVE, DEFEND, HOLD HARMLESS, AND INDEMNIFY SPONSOR, ITS PARENT COMPANY, THEIR DIRECT AND INDIRECT SUBSIDIARY COMPANIES, COMPANIES UNDER COMMON CONTROL WITH ANY OF THE FOREGOING, AFFILIATES AND ASSIGNS, AND ITS AND THEIR PAST, PRESENT, AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, EMPLOYEES, MANAGERS, REPRESENTATIVES, ASSIGNS AND SUCCESSORS IN INTEREST, AND ALL PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERT WITH THEM (COLLECTIVELY, THE "RELEASED PARTIES"), FROM, AND SHALL PAY, ANY AND ALL LIABILITIES, OBLIGATIONS, DEFICIENCIES, DEMANDS, DAMAGES, CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, ASSESSMENTS, FINES, TAXES, FORFEITURES, PENALTIES, LOSSES, FEES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, CONTINGENT OR VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM DIRECT OR THIRD PARTY CLAIMS, WHICH DIRECTLY OR INDIRECTLY RESULT FROM, RELATE TO, ARISE OUT OF, ARE IN CONNECTION WITH, OR ARE ATTRIBUTABLE TO ANY OF THE FOLLOWING: (A) THE ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE; AND/OR (B) PARTICIPATION IN THE PROMOTION OR ANY PROMOTION RELATED ACTIVITY (WHICH SHALL EXPRESSLY INCLUDE, BUT NOT BE LIMITED TO, ANY MISREPRESENTATION MADE BY YOU IN CONNECTION WITH THE PROMOTION, ANY NON-COMPLIANCE WITH THESES OFFICIAL RULES, ANY THIRD PARTY CLAIMS RELATING TO YOUR INVOLVEMENT WITH THE PROMOTION). THE FOREGOING INCLUDES, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY, PROPERTY LOSS, DAMAGE, OR DEATH ARISING IN ANY WAY IN CONNECTION WITH THE PROMOTION.

# **11. GENERAL CONDITIONS:**

- By entering the Promotion, you agree (a) to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects; (b) that your submission cannot be used by you (or third parties) for any commercial purpose other than to enter this Promotion; and (c) to be contacted by Sponsor via telephone or eMail.
- Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this Promotion any participant it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Promotion more than the permitted number of times, or tampered with the submission process, the operation of the Promotion, or any other aspect of this Promotion; and (ii) modify, cancel, or suspend part or all of this Promotion in the event that human or technical errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness, or proper play of the Promotion. In the event the Prize based on Promotion information collected up to the time of the Promotion's cancellation or suspension.
- The Sponsor shall not have any obligation or responsibility, including any responsibility to award the Prize, with regard to: (i) submissions that contain inaccurate information or do not comply with or violate these Official Rules; (ii) submissions, votes, or prize claims or notifications that are lost, late, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible, or are otherwise not received by the intended recipient, in

whole or in part, due to computer, human, or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction, or unauthorized access to, or alteration of, an entry, or any incorrect or inaccurate transcription of submission information; (iv) participants who have committed fraud or deception in entering or participating in the Promotion or in claiming the Prize; (v) any problems or technical malfunctions of the Sponsor; (vi) any inability of the Winner to accept the Prize for any reason; or (vii) the inability to award all or any part of the Prize due to errors, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.

- By entering this Promotion, you release the Released Parties from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from your participation in this Promotion or in any Promotion related activity, or resulting from acceptance, possession, use, or misuse of the Prize, or while traveling to and/or from a location as part of or to obtain or use the Prize.
- You acknowledge that the Released Parties have neither made (and are not now making) nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to or relating to the Prize, including, but not limited to, any express warranties provided by the manufacturer or its affiliates, the warranty of merchantability, and/or the warranty of fitness for a particular purposes.

**12. GOVERNING LAW**: These Official Rules shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law principles, and all claims arising out of or relating to, in any way, these Official Rules, or the breach thereof, whether sounding in contract, tort, or otherwise, shall also be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law principles.

**13. VENUE**: By entering the Promotion, you agree that any legal action or proceeding relating to this Promotion shall be brought in a state court of general jurisdiction, or a federal court, located in Dubois County (or, if federal court, the Southern District of Indiana), and that you consent to the jurisdiction of any such court in any such action or proceeding, and waive any objection to venue based on forum *non conveniens* or any other basis for objecting to venue in such court.

**14. JURY WAIVER**: BY ENTERING THE PROMOTION, YOU HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE PROMOTION.

**15. DAMAGES:** Any and all claims, judgments and/or awards in connection with the Promotion shall be limited to actual damages incurred in connection with such Promotion, but in no event attorneys' fees, and under no circumstances will a participant be permitted to obtain awards for, and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than actual damages, and hereby waives all rights to have damages multiplied or otherwise increased.

**16. ENTIRE AGREEMENT:** These Official Rules constitutes the entire agreement between participant and Sponsor and there are no representations, oral or written, relating to the subject matter hereof which have not been incorporated herein.

**17. NO WAIVER:** No failure on the part of Sponsor at any time to require performance by a participant of any term hereof shall be taken or held to be a waiver of such term or in any way affect

Sponsor's right to enforce such term, and no waiver on the part of Sponsor of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

**18. SEVERABILITY:** Any provision of these Official Rules which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**19 PUBLICITY RELEASE:** By entering the Promotion, you grant Sponsor permission to use your name, identity, title, likeness, appearance, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gestures, mannerisms, personality, performance characteristics, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising, trade, illustration, promotion, art, editorial, or any other purpose whatsoever, in any medium, without attribution, notice, approval, consideration, consent, or compensation, unless prohibited by law. Sponsor reserves the right to edit any of the foregoing for brevity and clarity. By entering the Promotion, you release the Released Parties from any liability with respect thereto. Sponsor's use of all information collected from you will be in accordance with its privacy policy, found at https://www.svbt.bank/Privacy-Policy.aspx.

**20. WINNER LIST:** For the name of the Winner of the Promotion, please email marketing@svbt.bank within thirty (30) calendar days following the conclusion of the Promotion.



# **ROYAL INCENTIVE REWARDS — INDIVIDUAL CRUISE CERTIFICATE PROGRAM** TERMS AND CONDITIONS

Cruise Certificate is issued only in pairs (Certificate A and Certificate B). The identity of Cruise Certificate as Certificate A or Certificate B [appears on the front of the Cruise Certificate] is maintained in our systems based on the Booking Number. This individual incentive cruise certificate (the "Certificate") must be used in accordance with the terms and conditions as follows:

#### WHAT 'S COVERED BY THE CERTIFICATE

#### 1. During the Initial 2-Year Period

For a period of 2 years after the date specified on the front of the Certificate (the "Initial 2 Year Period"), the "Certificate" entitles the holder to book one berth in a double occupancy stateroom and covers the cruise fare for that berth. For all Certificate Levels, this Certificate also covers governmental and quasi-governmental taxes and fees applicable to that berth as well the Cruise Line's recommended gratuity levels applicable to that cruise.

The specific itineraries, vessels, sail dates and cruise length for which the Certificate is valid vary depending upon what "level" of Certificate you purchased. Your Certificate "level" (for example, "Silver," "Platinum," "Diamond," "Royal Diamond," and "Royal Crown Diamond") and the cruise length covered are specified on the face of this Certificate. The Certificate cannot be used to pay for incidentals or other expenses incurred by the guest, including, but not limited to, shore excursions, any onboard purchases, bar beverages, gaming, or spa services.

#### Use for Non-Specified Itineraries, Sail Dates, Vessels and Cruise Lengths or Other Expenses

At the sole discretion of Royal Caribbean International, the Certificate may also be used for cruises of different lengths and itineraries than noted on the "Certificate" face (prices provided at time of booking). In the event the "Certificate" is used towards a cruise other than the cruise noted on the "Certificate" face, the value of the Certificate is an amount that is fixed at the time the Certificate was purchased. For more details, contact the Royal Incentive Rewards Sales Desk. That Value amount shall be applied to the cruise selected and booked and the redeemer must pay the difference in rate to the cruise line at the time of booking. If the Certificate is being used for a cruise itinerary and length that is covered by the Certificate but for an upgraded category of stateroom, the Value amount shall be applied and the redeemer must pay the difference in rate to the specific cruise and stateroom selected, the difference shall be forfeited. Royal Caribbean International at the time of the booking request will provide the lowest fare publicly available for which the redeemer qualifies, including available promotional rates unless otherwise expressly provided in the terms and conditions for that promotion. This "Certificate" may be supplemented with other acceptable forms of payment toward room upgrades and/or 3rd and 4th guest additions.

The Certificate cannot be used to purchase cruises offered by any other entity, whether affiliated with Royal Caribbean International or not. This "Certificate" cannot be used and is not applicable for cruises that have been "chartered," nor for berths that have been purchased by a third party and are then being resold, nor for berths that are included as part of a group booking made with Royal Caribbean International.

2. After the Initial 2 Year Period

IN LIEU OF THE PROVISIONS OF "1. During the Initial 2-Year Period", AT ANY POINT AFTER THE END OF THE INITIAL 2-YEAR PERIOD FOR A CERTIFICATE, THE CERTIFICATE SHALL BE GIVEN A SPECIFIC DOLLAR VALUE (BASED ON THE FACE VALUE OF THE CERTIFICATE AS SPECIFIED BY THE CRUISE LINE IN ITS ANNUAL PRICING GRID FOR CERTIFICATES IN EFFECT AT THE TIME OF PURCHASE OF THE CERTIFICATE (hereinafter the "Face Value"). THAT FACE VALUE CAN BE APPLIED AGAINST THE COST OF ANY ROYAL CARIBBEAN INTERNATIONAL CRUISE, EXCLUDING THOSE LISTED IN SECTION 3 BELOW AND ANY CHARTER SAILINGS OR SIMILAR ARRANGEMENTS.

PAYMENT OF ANY OUTSTANDING BALANCE.

ANY OUTSTANDING BALANCE DUE AFTER APPLICATION OF THE FACE VALUE MUST BE PAID AT THE TIME OF THE BOOKING. IF THE FACE VALUE EXCEEDS THE COST OF THE CRUISE, THE DIFFERENCE SHALL NOT BE REFUNDED OR CREDITED.

### **REDEEMING YOUR CERTIFICATE**

1. All guests on the booking must satisfy Royal Caribbean International's then-current minimum age requirements.

2. Royal Caribbean International will not, under any circumstances, pay a commission in connection with or related to the redemption and/or utilization of this "Certificate."

3. The number of berths on a sailing may be capacity controlled and are subject to actual availability. Certificates may be upgraded and used on a sailing outside of the sail dates for which your level of Certificate is valid. Sailings during Thanksgiving and the last two (2) weeks of December, which include Christmas and New Year sailings, are blackout dates for all Certificate Levels.

4. Each guest booked must sign and agree to the terms and conditions of Royal Caribbean International's Cruise Ticket Contract (copies of which are available online at RoyalCaribbean.com). Those terms and conditions are hereby incorporated by reference.

5. IMPORTANT NOTICE: THE CRUISE TICKET CONTRACT CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS. Among other things, any disputes between you and Royal Caribbean International must take place in Miami/Dade County, Florida and must be filed within a certain period of time. By purchasing/redeeming this "Certificate," the purchaser/holder agrees to be bound by all such terms and conditions. Changes (such as sailing date, stateroom and additional guests) to the booked reservation are permitted prior to 90 days before sailing (75 days for 3 & 4-night) and are subject to availability. If your reservation is canceled within the cancellation period applicable to your cruise, you will receive a credit against future Royal Caribbean International sailings in an amount equal to the Face Value of the Cruise minus the applicable cancellation charges. No cash refunds will be provided.

6. Royal Caribbean International's other policies and terms and conditions shall also apply. Among other things, Royal Caribbean International has minimum age requirements, restrictions on infant travel and other terms and conditions which shall apply to any guests sailing under the Certificate.

7. Royal Caribbean International's Travel Protection Plan is not available for berths covered by this Certificate.

8. Payments made for the "Certificate" are nonrefundable and cannot be redeemed for cash. Lost, stolen or damaged Certificates or Certificates used without permission will not be replaced. This "Certificate" has no cash value.

9. This "Certificate" is transferable only when gifted. This "Certificate" is void if sold for cash or other consideration. Any tax liability connected with the receipt or use of this "Certificate" is the sole responsibility and liability of the person giving or receiving the Certificate; not Royal Caribbean International.

10. This Certificate shall be void where prohibited or restricted by law. Program is subject to change without notice.

#### **EXPIRATION AND CHARGES**

Your Royal Caribbean International Certificate has no expiration date and does not expire. This Certificate has neither an inactive or dormancy fee nor any monthly or other maintenance fee



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# Jackie's Travel Service TERMS AND CONDITIONS

*Role of Agency*. Agency acts as agent for the airline, cruise line, hotel, car rental agency, ground transportation provider, tour operator, travel insurer or other travel service supplier (each, a "Supplier" and collectively, "Suppliers") offered to Client by Agency. Agency acts solely in the capacity of agent and is <u>not</u> the provider of the travel services offered, and as such Agency is not responsible for the acts and/or omissions of Suppliers.

*Sources of Agency's Compensation*. As Supplier's agent, Agency customarily receives compensation, usually in the form of a commission, for bookings made on its behalf. Agency may also receive compensation in the form of travel planning fees, booking fees or other professional service fees which are payable by Client. All such fees shall be disclosed to Client in advance and, unless stated to the contrary elsewhere in these Terms or in a separate disclosure statement, are non-refundable once paid.

*Price Quotes.* Prices for travel services are set by the Supplier or other provider of the services in question, are subject to availability and are subject to change without notice. Price quotes communicated to Client by Agency are not considered firm or guaranteed until either a deposit or full payment is received from Client. Airline ticket quotes generally exclude the cost of any desired ancillary services such as checked baggage, priority boarding and seat selection. Quoted hotel room rates may exclude any applicable resort or destination fees.

*Currency*. Unless otherwise indicated to the contrary, prices are quoted in United States Dollars (USD). Prices quoted in a foreign currency (EUR, GBP, JPY, etc.) are subject to exchange rate fluctuations when paid in USD or a different foreign currency.

*Deposit/Payment Schedule*. Suppliers set their own payment schedules. Deposits are required to be paid in full at the time of booking, and all subsequent payments must be made in full and on time in accordance with the schedule. Failure to make timely full payments may result in cancellation of the itinerary and/or loss of the deposit and any other amounts paid to Supplier.

*Credit Card Authorization*. Client expressly authorizes Agency to charge the credit card that Client provides to the Agency for Client's initial trip deposit and for all subsequent installment or final payments due to Suppliers, as well as any agreed-upon professional service fees due to Agency.

*Errors in Pricing*. Agency makes all reasonable efforts to ensure accurate pricing information is communicated to Client. However, despite these efforts, errors do occur on occasion. In such cases, the responsible party reserves the right to correct the erroneous pricing. Furthermore, Agency is not responsible to honor any erroneous price or otherwise liable to Client for errors attributable to Supplier mispricing.

*Supplier Terms and Conditions*. Suppliers set their own terms and conditions which, depending on the circumstances, will supplement or supersede these Terms. By entering into a travel transaction, you acknowledge and agree to be bound by the Supplier's conditions of travel, including any cancellation and refund policies (see below). Accordingly, Agency strongly recommends Client carefully review all Supplier terms and conditions in their entirety prior to booking or making a deposit.

*Review of Travel Documents.* Client agrees to review all booking confirmations and similar itinerary documents for accuracy within 24 hours of receipt from Agency and immediately report to Agency any errors that require correction. Agency assumes no responsibility, and is not liable for, any change fees or similar fees charged by Suppliers to revise a booking if Client fails to notify Agency of the error(s) within the stated timeframe.

*Changes, Cancellations and Refunds.* The Supplier's own terms and conditions will dictate under what circumstances, if any, changes to existing bookings may be made by Client. Where changes are permitted, fees may apply, in addition to any price differential between the travel as originally booked and the revised itinerary. Refunds, if any, in connection with a cancelled booking will be made in accordance with the Supplier's own policy, over which Agent has no control or responsibility. In some cases, cancellation by Client may result in forfeiture of the entire deposit or the full price paid for the travel.

*Required Travel Documentation.* Government issued photo identification is required for all travelers. Beginning on May 7, 2025, state-issued identification must be REAL ID compliant to board domestic flights and access certain federal facilities. It is Client's responsibility to ensure his/her identification meets this requirement. Travelers unsure as to whether their identification is REAL ID compliant should check with the issuing state's department of motor vehicles or visit <u>www.tsa.gov/real-id</u>. Valid passports are required for all international travel. Some countries will not admit visitors if their passport expires within six (6) months of the date of entry. Some countries additionally require a visa as a condition of entry. Client is solely responsible for verifying

that all documentation and other requirements of travel and/or entry are satisfied and releases Agency from all liability for any damages arising out of noncompliance with these requirements.

*Criminal Offenses.* A criminal record can limit the ability to travel internationally, particularly with respect to DUI charges and felony convictions. While some countries may deny entry outright to travelers with a criminal background, others may require additional documentation, such as a travel waiver or visa, which may be difficult or time-consuming to obtain. Because Agency will not inquire into the criminal offense history of its clients, travelers who may be impacted by an entry restriction on this basis should consult with the U.S. State Department (travel.state.gov) or other reliable source of information for the current entry, exit and visa requirements of the destination in question.

*Immunizations*. Agency urges Client to remain informed about country-specific requirements as entry to certain destinations may involve obtaining immunizations. Client is solely responsible for ensuring they and all accompanying travelers have the proper immunizations and required documentation of such immunizations before travel. Agency is not liable for any denial of entry attributable to the failure to obtain necessary immunizations or produce the required supporting documentation. COVID-19 vaccinations may also be required depending on the destination.

*Risks of Travel*. Client acknowledges that travel to certain destinations may involve greater risk than others and assumes all risks associated with travel booked by Agency. Because each traveler's risk tolerance is different, Agency is unable to advise whether travel to any specific location at any specific time is advisable and as such Client should not rely on any representations in that regard. To assist Client in making an informed decision, Agency urges Client to review travel prohibitions, warnings, announcements and advisories issued by United States government agencies both prior to booking travel and prior to departure. 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 <u>www.state.gov</u> and <u>www.cdc.gov</u>. The Smart Traveler Enrollment Program (STEP) is a free service provided to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows citizens to enter information about an upcoming trip abroad to enable the State Department to better assist in the event of an emergency. Visit step.state.gov/step/ for enrollment information.

*Travel Insurance*. Agency strongly recommends the purchase of travel insurance. Depending on the policy purchased, travel insurance may provide coverage or reimbursement associated with trip cancellation or interruption attributable to illness, accident, or weather conditions, baggage loss and/or delay, medical care and/or evacuation should Client become ill or injured while traveling, and provide other assistance in the event of an emergency. If Client chooses to purchase travel insurance, the terms of the policy will determine whether, and to what extent, coverage for any particular situation or loss may exist. Questions concerning the coverage under the policy should be directed to the issuing carrier and no representation made by Agency shall create a binding guarantee or promise as to the policy or the scope of coverage thereunder. Client holds Agency harmless for Client's election not to purchase travel insurance or for any denial of a claim made under a policy purchased.

*Disclaimer of Liability.* Agency is not liable for any refund, personal injury or death, accident, property damage, delay, cancellation, irregularity, inconvenience, or any other loss which may result from or be caused by any conditions, acts or omissions beyond Agency's reasonable control. This includes, but is not limited to (1) any defaults, wrongful or negligent acts or omissions of Suppliers or other third parties; (2) any defect or failure of any vehicle, craft, equipment or instrumentality owner, operated or otherwise provided by Suppliers or other third parties; or (3)

any wrongful or negligent acts or omissions on the part of any other party not under Agency's control. Client hereby releases Agency from all claims, whether based on contract, tort, strict liability or otherwise arising out of any condition, act or omission contemplated in this paragraph.

*Force Majeure*. If events beyond the reasonable control of Agency or Client occur, including but not limited to acts of God, severe weather, war, governmental acts, public health emergencies, epidemic or pandemic, strikes, civil unrest, terrorist attacks, or the curtailment of transportation affecting any city where travel is contemplated, which renders it impractical, illegal or impossible for either Agency or Client to perform or enjoy the benefits of these Terms, these Terms may be terminated upon written notice to the non-terminating party. In such event, neither Agency nor Client shall have any further liability to the other, provided that Agency shall promptly refund to Client any amounts prepaid to Agency and in Agency's possession but unearned hereunder.

*Governing Law; Venue*. These Terms shall be governed by and construed according to the laws of the State of Indiana, the courts of which shall have exclusive jurisdiction and venue over all controversies arising out of, or relating to, these Terms.

*Amendment.* The Terms are effective as of the date set forth above. Agency reserves the right, in its sole discretion, to revise the Terms at any time. In such case, Agency will provide Client with notification of the change and a copy of the updated Terms. Thereafter, Client's continued use of Agency's services shall constitute acknowledgment of, and agreement to, the revision to the Terms.