

# Terms and Conditions

## **Agreement between User and www.millennialdestinations.com**

Welcome to www.millennialdestinations.com. The www.millennialdestinations.com website (the "Site") is comprised of various web pages operated by Millennial Destinations, LLC ("Millennial Destinations"). www.millennialdestinations.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.millennialdestinations.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.millennialdestinations.com is a Passive (Information only display) Site.

## **Privacy**

Your use of www.millennialdestinations.com is subject to Millennial Destinations Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting www.millennialdestinations.com or sending emails to Millennial Destinations constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Children Under Thirteen**

Millennial Destinations does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.millennialdestinations.com only with permission of a parent or guardian.

## **Cancellation/Refund Policy**

Refund Policy: All deposits and payments to Millennial Destinations are non-refundable and non-transferable. This is because Millennial Destinations has contractual agreements with hotels, airlines and other vendors that will not allow us to obtain any refunds. This way we can keep our package prices competitive and allow you to make monthly payments on your vacation.

If you purchased Travel Insurance through Millennial Destinations, LLC (Millennial Destinations), refunds will be processed to the credit card(s) originally used for payment, up to the total amount paid minus the cost of travel insurance, or through company check if payment cannot be reversed to your credit card(s).

Millennial Destinations realizes that most people who cancel their reservations do so out of necessity. Nevertheless, cancellations are costly to administer and involve dedicated staff time and communications costs. Therefore, all cancellations made later than 24 hours after booking are subject to a non-refundable administrative charge of \$200 per person. This do not include the Supplier's Fess. Cancellations made within 24 hours of booking will be subject to the same charge, unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions. This charge does not include airline cancellation fees or the cost of non-refundable travel protection plans. There may be additional cancellation charges from the Supplier associated with certain excursions or extensions. Please note, however, that reservations made after the final payment date are immediately subject to cancellation charges.

Cancellations must be in writing to be effective and submitted to [hello@millennialdestinations.com](mailto:hello@millennialdestinations.com) with your invoice number, full name, date of travel and include the reason for cancellation. If you need to cancel your reservation, you must call and speak to a Customer Service Representative.

Traveler substitutions are considered reservation cancellations and are subject to cancellation charges. This does not include the Supplier's Fess, which may also include airline fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the Single Supplement charge. This may be a covered reason under certain travel protection coverage. Please refer to your specific plan for details. (Note that all refunds are processed within 30-60 business days (does not include Saturday or Sunday)).

### **Links to Third Party Sites/Third Party Services**

[www.millennialdestinations.com](http://www.millennialdestinations.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Millennial Destinations and Millennial Destinations is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Millennial Destinations is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Millennial Destinations of the site or any association with its operators.

Certain services made available via [www.millennialdestinations.com](http://www.millennialdestinations.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.millennialdestinations.com](http://www.millennialdestinations.com) domain, you hereby acknowledge and consent that Millennial Destinations may share such information and data with any third party with whom Millennial Destinations has a contractual relationship to provide the requested product, service or functionality on behalf of [www.millennialdestinations.com](http://www.millennialdestinations.com) users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.millennialdestinations.com](http://www.millennialdestinations.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Millennial Destinations that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Millennial Destinations or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Millennial Destinations content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Millennial Destinations and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to

the intellectual property of Millennial Destinations or our licensors except as expressly authorized by these Terms.

### **Photographic Release**

Millennial Destinations reserves the right to take photographic or film records of any of its trips, to obtain the same from fellow travelers or other third parties, and/or to use such photographic or film records for promotional and/ or commercial purposes without the payment of any consideration thereof. By traveling with Millennial Destinations, you consent to the use of your image and likeness for these limited purposes. If you prefer that your photo not be used in any marketing activities, please notify your Millennial Destinations Host, Group Leader, Cruise or Tour Director at the start of your tour.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Millennial Destinations has no obligation to monitor the Communication Services. However, Millennial Destinations reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Millennial Destinations reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Millennial Destinations reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Millennial Destinations sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Millennial Destinations does not control or endorse the content, messages or information found in any Communication Service and, therefore, Millennial Destinations specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any

Communication Service. Managers and hosts are not authorized Millennial Destinations spokespersons, and their views do not necessarily reflect those of Millennial Destinations.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided to [www.millennialdestinations.com](http://www.millennialdestinations.com) or Posted on Any Millennial Destinations Web Page**

Millennial Destinations does not claim ownership of the materials you provide to [www.millennialdestinations.com](http://www.millennialdestinations.com) (including feedback and suggestions) or post, upload, input or submit to any Millennial Destinations Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Millennial Destinations, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Millennial Destinations is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Millennial Destinations sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Service is controlled, operated and administered by Millennial Destinations from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Millennial Destinations Content accessed through [www.millennialdestinations.com](http://www.millennialdestinations.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Millennial Destinations, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Millennial Destinations reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Millennial Destinations in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court

having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Millennial Destinations agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MILLENNIAL DESTINATIONS, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

MILLENNIAL DESTINATIONS, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MILLENNIAL DESTINATIONS, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MILLENNIAL DESTINATIONS, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MILLENNIAL DESTINATIONS, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

Millennial Destinations reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New Jersey and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Millennial Destinations as a result of this agreement or use of the Site. Millennial Destinations performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Millennial Destinations right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Millennial Destinations with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Millennial Destinations with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Millennial Destinations with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

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## **TERMS & CONDITIONS/CONSUMER DISCLOSURE NOTICE**

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### **Release of Liability, Waiver, Assumption of Risks, and Arbitration Agreement**

**PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR THE TRAVEL AGENCY BEFORE MAKING ANY CHANGES.**

## **I. Scope**

Millennial Destinations is acting as a mere agent for **SUPPLIERS** (*identified on the final travel documents*) in selling travel-related accepting services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Millennial Destinations, therefore, shall not be responsible for breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers, which result in any loss, damage, delay, inconvenience or injury, or death to travelers or travelers' companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, Millennial Destinations does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Travelers have done due diligence, are aware of the quality of the hotel accommodations chosen, and agree that Millennial Destinations will not be responsible if they are not satisfied.

## **II. Risks, Cancellation, and Insurance**

Traveler assumes complete and full responsibility for, and hereby releases Millennial Destinations from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. However, we specifically recommend that U. S. Citizens traveling internationally, including travel to Canada, Mexico or the Caribbean, do so with a valid U. S. Passport. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335 <http://travel.state.gov/travel/warnings.html>. For medical information, please refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at [www.cdc.gov/travel](http://www.cdc.gov/travel) (404) 332-4565.

Millennial Destinations shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, terrorist acts, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of Millennial Destinations control.

If travel plans are delayed or cancelled for any reason there will be no refunds issued by Millennial Destinations, *except* in those circumstances where Millennial Destinations has issued its own schedule of cancellation, applicable to all or a portion of a booking (whenever such a schedule is issued, it will specifically indicate which trip component(s) it is issued for and it will apply ONLY to the specific trip component(s) indicated). Please note that a 'trip' or 'booking' often consists of multiple components, each of which may carry its own cancellation penalties (example: an airline ticket, a pre-trip hotel night, a multi-day adventure vacation by a tour operator, a post-trip extension designed by Millennial Destinations, all of which may be subject to a different set of cancellation policies). You will be provided with the individual cancellation policies to the extent that these are available in a distributable format, for your records, but Millennial Destinations is not responsible for this policy distribution. Clients are responsible for obtaining the applicable policies, either by contacting Millennial Destinations and requesting a copy (if available, otherwise it will be verbal delivery) or by consulting the individual suppliers and/or their catalogs. No refund(s) will be issued for cancellations due to actual or threatened terrorist events. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political or other similar events.

It is the traveler's responsibility to protect their purchases and Travel Insurance is strongly recommended. Traveler is advised to obtain appropriate insurance coverage against these risks; information is available through this Travel Agency regarding travel insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency.

I acknowledge that I have been made aware of the benefits of travel insurance and authorize the purchase thereof by signing this form and/or all credit card authorization forms issued to me which include the purchase of travel insurance. I also hereby agree to sign the Travel Insurance Refusal form (available from Millennial Destinations on request) should I for some reason wish to not to purchase travel insurance.

### **III. ALTERNATIVE DISPUTE RESOLUTION**

Millennial Destinations desires to maintain friendly relationships with its clients (agents, sellers, buyers, etc.). In order to provide for a mutually beneficial relationship, Millennial Destinations has established an alternative mediation program in the event of a misunderstanding or dispute between Millennial Destinations and its clients.

If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the *World Travel Dispute Center* under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney's fees. In the event that an IFTTA qualified mediator or arbitrator is unavailable, both parties agree to the submission of the dispute to a mutually acceptable dispute resolution service.

The issuance of any tickets, reservations, or bookings by Millennial Destinations is done on the express condition that: 1. Millennial Destinations shall not be responsible for any changes in fares, rates, charges, or prices initiated by the carrier(s) or supplier(s) of services, and 2. Millennial Destinations shall not be responsible for any damages resulting from cancellations, changes, or disruption of any services and/or for refunds of monies already paid or transmitted to any carrier or supplier of services.

Customer's initial retention of tickets, reservations, or bookings after issuance shall constitute a consent by customer, on his/her behalf and on behalf of his/her companions, to the above. Nothing agreed to herein by the customer is meant to interfere with customer's legal rights against any carrier(s) or supplier(s) of services.

The payment of the required deposit or any partial or full payment for a reservation on the chosen tour/package shall constitute consent to all provisions of this Terms & Conditions statement as well as the provisions listed in the 'General Millennial Destinations Trip Reservations and Details' document, as well as in the 'Trip-specific



Millennial Destinations Policy on Payments, Cancellations & Refunds' document, as well as all provisions contained in any brochures, trip descriptions, and/or itineraries, or other forms of collateral provided to the client in conjunction with a booking. These provisions are hereby incorporated by reference in this Disclosure Notice, and clients are advised to take note of them.

Millennial Destinations is acting as a mere agent for suppliers as stated above and its agents, servants, and employees, shall not be responsible for personal injury or property damage, loss or delay, or change of itinerary incurred by any person or tour participant arising out of the act of negligence of any direct or supplemental air carrier or other person or entity engaged in transporting the passenger, hotel or other person rendering any of these services, or accommodations being offered in these tours; nor shall Millennial Destinations be responsible for any injuries, death, damages, loss, or delay in any means of transportation or by reason of any event beyond the actual control of *TATC* or of any agent or supplier or due to force majeure. The right is reserved to decline or accept or to retain any person as a member of a trip; change a trip from 'escorted/guided' by Millennial Destinations, to 'partially escorted/guided' by Millennial Destinations or by a replacement escort, to 'unescorted' by Millennial Destinations or by a replacement escort, should circumstances preclude the designated Millennial Destinations escort or replacement escort from accompanying the trip for whatever reason; or to cancel a trip outright due to low passenger sign-up numbers, illness of a service provider, supplier default, or any other circumstances beyond the control of Millennial Destinations.

If the contract between Millennial Destinations and the passenger, on the one hand, and/or the contract between Millennial Destinations and the designated carrier, on the other hand, is cancelled by the tour operator for any reason whatsoever, all partial or full payments made for the trip will be refunded in their entirety, without any further obligation on the part of the tour operator.

The right is reserved to substitute hotels of similar category (if available) or change schedules without prior notice should circumstances so demand. In the event of a change in the itinerary necessitated by factors or conditions beyond the actual control of *TATC* no refund can be made nor will credit be allowed or refund given for any services provided in the itinerary should any such services not be utilized by tour members. We reserve the right to alter any itinerary, arrangement(s), or date(s), if it becomes necessary or advisable, and each trip participant/ agrees to pay additional expenses required by such alternative(s), if any. All prices are subject to change without notice. Availability of refunds for air transportation included in a tour and additional transportation costs for a person who does not utilize an air transportation part of the tour will vary with the type of transportation and the point at which transportation is not used, and shall be made at the sole discretion of Millennial Destinations. All rates quoted in the description(s)/itinerary(ies)/brochure(s) are based on the current carrier tariffs and current international exchange rates, and are subject to adjustment without prior notification in the event of changes therein, and any increase resulting from such adjustment shall not modify the cancellation provisions in the tour description/itinerary/brochure or the Trip Reservations and Details from accompanying this disclosure notice.

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### **Changes to Terms**

Millennial Destinations reserves the right, in its sole discretion, to change the Terms under which [www.millennialdestinations.com](http://www.millennialdestinations.com) is offered. The most current version of the Terms will supersede all previous versions. Millennial Destinations encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

Millennial Destinations welcomes your questions or comments regarding the Terms:

Millennial Destinations, LLC  
1 Gateway Center, Suite 2600  
Newark, New Jersey 07102

Email Address:

[hello@millennialdestinations.com](mailto:hello@millennialdestinations.com)

Telephone number:

1 (855) 94TRAVE / 1 (855) 948-7283

1+ (862) 955-2900 (EST)

Effective as of October 01, 2019