UNIQUE TRAVEL CORP. ("Unique Travel")

TERMS & CONDITIONS

IMPORTANT: THESE TERMS AND CONDITIONS APPLY IN RELATION FOR HOTEL ACCOMMODATIONS, TRANSPORTATION, AND OTHER SERVICES FOR YOU AND ANYONE TRAVELING WITH OR THROUGH YOU (COLLECTIVELY AND INDIVIDUALLY "GUEST") AND MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ACCEPTANCE OF VOUCHER AND/OR CONFIRMATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS (THE "CONTRACT").

Additional Definitions: As used herein, "Arrival" means the Guest's arrival at the Hotel for the start of their vacation. "Hotel" means the resort(s) visited by Guest.

1. These terms and conditions shall supersede and/or override any representations contained in any advertising and promotional materials to the extent of any inconsistency.

2. Tour Operator and/or Travel Agents: Any Tour Operator and/or Travel Agent used by Guest to make reservations is, for all purposes, Guest's agent, and represents that the Tour Operator and/or Travel Agent has the authority to receive notice of these Terms and Conditions on behalf of the Guest. Guest's Tour Operator and/or Travel Agent agrees also to promptly notify a Guest of these Terms and Conditions. Neither Unique Travel nor the Hotel shall be liable for any representations made by Guest's Tour Operator and/or Travel Agent. No Tour Operator and/or Travel Agent has the authority to modify or waive these terms and conditions.

3. Travel Documents: PROOF OF CITIZENSHIP IS GUEST'S RESPONSIBILITY. Guest is responsible for furnishing proof of citizenship in the form of a valid passport, and any other documentation necessary for travel. Guest should consult with their travel agent or airline, or appropriate government authorities to ascertain what documentation is necessary. Guest may be refused passage/entry if they do not possess necessary travel documents. Unique Travel is not responsible for Guest's failure to obtain and safeguard necessary travel documents.

4. Customs and Immigration: Customs and/or immigration officials may, at their own discretion, deny Guest entry into their country, and/or seize, confiscate, or impound personal property. Unique Travel is not liable for any loss or injury arising from Guest being denied entry into any country or the seizure, confiscation, or impoundment of any personal property.

5. Compliance with Local and Other Law: Guest is responsible for knowing, obeying and complying with the laws and regulations of their destination, and neither Unique Travel nor any Hotel has any duty to inform or warn Guest about the destination's laws and/or regulations. Unique Travel and the Hotel also regularly conduct business by electronic means (e.g., iPad) and signature, including but not limited to required SIGNING AND ASSENT AT CHECK-IN (in Paragraph 7.C), required SIGN AND ASSENT to any waiver provision (in Paragraph 11), and voluntarily signed and assented to waiver, agreement and/or release by Guest, and by continuing with the reservation and booking to CHECK-IN, Guest hereby ACKNOWLEDGES AND AGREES to the same, as applicable.

6. Airport Departure Taxes: Guest may be required to pay airport departure taxes to the government of their destination for each traveler as required by local law. Such taxes may not be included in the price of their vacation.

7. FORUM SELECTION AND CHOICE OF LAW:

A. AS AGAINST UNIQUE TRAVEL ONLY: ALL CLAIMS WHATSOEVER AGAINST UNIQUE TRAVEL, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, ARISING FROM, IN CONNECTION WITH, OR INCIDENTAL TO THE CONTRACT, OR GUEST'S VISIT TO HOTEL, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS RELATING TO THE FORMATION,
INTERPRETATION, CONSTRUCTION, WAIVER, MODIFICATION, PERFORMANCE, DISCHARGE, OR 
BREACH OF THE CONTRACT, OR THE EXISTENCE, EXTENT, OR BREACH OF ANY FIDUCIARY 
DUTY, OR ANY DUTY IN TORT OR PURSUANT TO ANY STATUTE, SHALL BE LITIGATED SOLELY 
AND EXCLUSIVELY IN PANAMA, AND SHALL BE GOVERNED BY THE LAWS OF REPUBLIC OF 
PANAMA WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.

B. CLAIMS WHICH INCLUDE HOTEL AND/OR Sandals Resorts International LIMITED, THE 
FOREGOING IN PARAGRAPH 7.A. NOTWITHSTANDING, ANY CLAIMS WHATSOEVER ARISING 
FROM, IN CONNECTION WITH, OR INCIDENTAL TO ANY PERSONAL INJURY, ILLNESS OR DEATH, 
THAT INCLUDE ANY CLAIM WHATSOEVER AGAINST Sandals Resorts International LIMITED, the 
hotel, hotel management company, and/or their parent corporation, affiliates, subsidiaries, 
insurers, directors, officers, employees, successors, assigns, agents and representatives, AND TO 
WHICH CLAIM UNIQUE TRAVEL IS ALSO A PARTY, SHALL BE LITIGATED SOLELY AND 
EXCLUSIVELY IN THE COURTS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY 
LOCATED AND GOVERNED EXCLUSIVELY BY THE LAWS OF THE COUNTRY IN WHICH THE 
HOTEL IS PHYSICALLY LOCATED.

C. NOTICE OF REQUIRED SIGNING AND ASSENT AT HOTEL CHECK-IN Notwithstanding the terms 
set forth in Paragraph 7.A. and 7.B. of this Contract, the Guest will be required DURING THE 
HOTEL CHECK-IN PROCESS UPON ARRIVAL, to separately and specifically sign and assent to the 
following forum selection and choice of law provisions: The undersigned Guest(s) HEREBY 
KNOWINGLY AND VOLUNTARILY AGREES that any and all claims that each such Guest may have 
against Sandals Resorts International Limited, the hotel, hotel management company, and/or 
their parent corporation, affiliates, subsidiaries, insurers, directors, officers, employees, 
successors, assigns, agents and representatives, in connection with or in any way incident or 
related to the undersigned Guest's (or Guests') stay at the hotel/resort, shall be governed solely 
by the laws of the country in which the Resort is physically located as the exclusive choice of law, 
and further that the courts of the country in which the Resort is physically located shall be the 
exclusive venue/forum for any proceedings, claims or litigation whatsoever.

The Guest is required to SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS 
AT CHECK-IN, and signature may be by electronic means (e.g., iPad), and the Guest is hereby on 
notice of same for acknowledgement and agreement.

IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN 
PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO 
THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY 
PROVIDED. The Guest's Tour Operator and/or Travel Agent (to the extent one has been used) is 
being provided with this Notice and, in turn, said Tour Operator and/or Travel Agent is required 
to provide a copy of the Notice (in Paragraph 7.C) to the Guest. Should the Guest decide to cancel 
Guest's trip/vacation based upon an unwillingness to sign and assent to the specific forum 
selection and choice of law provisions, the following minimum cancellation terms and charges 
apply:

Cancellation charges depend on when Unique Travel receives notice of the cancellation. Minimum 
cancellation charges are as follows:

- If notice is received 30 to 15 days prior to Arrival, 50% of the purchase price. 
  Additional Tour Operator fees may apply.
- If notice is received 14 to 0 days prior to Arrival, 100% of the purchase price. 
  Additional Tour Operator fees may apply.
Unique Travel will apply any payments made toward the purchase price against any cancellation charges and will refund any balance remaining after the payment of any charges. In order to receive a refund, if applicable, Guest must request and receive a cancellation confirmation number. The cancellation charges outlined above are liquidated damages and not a penalty. Holiday periods may be subject to additional cancellation charges. No refunds or adjustments will be made from any portion of your vacation or attendant services not utilized.

Guest will be required DURING THE HOTEL CHECK-IN PROCESS UPON ARRIVAL, to assent to the following Use of Guest's Likeness provision: The undersigned Guest(s) grants Sandals and Beaches Resorts and/or its promotional partners the exclusive right to photograph and video you during your stay at the hotel and include such photographic, video and other visual portrayal(s) of the undersigned Guest(s), in any medium of any nature whatsoever, for any purpose, including without limitation trade, advertising, sales, publicity or otherwise, without compensation to such Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of Sandals and Beaches Resorts, free from any claims by the undersigned Guest(s) and or any person deriving any rights or interest from such Guest AND each undersigned Guest(s) UNDERSTANDS AND HEREBY KNOWINGLY AND VOLUNTARILY SO AGREES. IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY PROVIDED.

8. LIMITATIONS PERIODS: NO SUIT SHALL BE MAINTAINABLE AGAINST UNIQUE TRAVEL, ANY HOTEL OR HOTEL MANAGEMENT COMPANY, Sandals Resorts International Limited, their parent corporation, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents or representatives RELATING TO PERSONAL INJURY, ILLNESS OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNLESS WRITTEN NOTICE OF THE CLAIM, WITH PARTICULARS, IS ADDRESSED TO UNIQUE TRAVEL CORP. ATTENTION: CLAIMS, CALLE AQUILINO DE GUARDIA, NO. 8, IGRA BUILDING, PANAMA, REPUBLIC OF PANAMA AND IS RECEIVED WITHIN SIX MONTHS AFTER THE DEATH OR LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS. IN NO EVENT SHALL SUCH SUIT BE MAINTAINABLE UNLESS COMMENCED WITHIN ONE YEAR AFTER THE DEATH, LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS.

9. LIMITATION OF DAMAGES: UNIQUE TRAVEL, Sandals Resorts International Limited, ANY HOTEL OR HOTEL MANAGEMENT COMPANY, THEIR PARENT CORPORATION, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents or representatives SHALL NOT BE LIABLE TO GUEST IN ANY CIRCUMSTANCES, FOR: (A) ANY PERSONAL INJURIES OR PROPERTY DAMAGE ARISING OUT OF OR CAUSED BY ANY ACT OR OMISSION ON THE PART OF ANY AIR CARRIER OR GROUND TRANSPORTATION CARRIER; (B) EMOTIONAL DISTRESS, MENTAL SUFFERING, OR PSYCHOLOGICAL INJURY OF ANY KIND; OR (C) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. All Other Defenses Preserved: Nothing in this Contract shall exclude the application of any defense, including but not limited to any governing law limiting or excluding actions, claims, liability or damages.

11. WAIVER OF LIABILITY: CANTILEVERED PRIVATE PLUNGE POOL WITH INFINITY EDGE AT SANDALS LASOURCE LOCATED IN GRENADE

The Guest will be required DURING THE HOTEL CHECK-IN PROCESS UPON ARRIVAL, to separately and specifically sign and assent to the following waiver provision:
THE BALCONIES OF SOME OF THE ROOMS AT THE SANDBALS LASOURCE GRENADE ARE EQUIPPED WITH A CANTILEVERED PRIVATE PLUNGE POOL WITH INFINITY EDGE (“BALCONY INFINITY POOL”). UNDERSIGNED GUEST(S) ACKNOWLEDGES AND AGREES TO FOLLOW ALL POSTED SAFETY PRECAUTIONS RELATED TO THE BALCONY INFINITY POOL INCLUDING, BUT NOT LIMITED TO, THE STRICT PROHIBITION AGAINST ENTERING THE INFINITY POOL’S OVERFLOW CHANNEL, RESTING, SITTING OR CLIMBING ON THE WALL(S) AND/OR EDGE(S) OF THE BALCONY INFINITY POOL. IN DOING SO, UNDERSIGNED GUEST(S) HEREBY DISCHARGES AND HOLDS HARMLESS UNIQUE TRAVEL, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, AND SANDBALS RESORTS INTERNATIONAL LIMITED, OR THE HOTEL, HOTEL MANAGEMENT COMPANY, AND/OR THEIR PARENT CORPORATION, AFFILIATES, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, AGENTS OR REPRESENTATIVES (TOGETHER, THE “RELEASEES”) FROM ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS AND/OR EXPENSES WHICH MAY ARISE OUT OF OR IN ANY WAY CONCERN THE UNDERSIGNED GUEST’S (OR GUESTS’) USE OF THE BALCONY INFINITY POOL. UNDERSIGNED GUEST(S) UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER INCLUDES CLAIMS BASED ON NEGLIGENCE AND/OR THE ACTION(S) OR INACTION(S) OF THE RELEASEES.

The Guest may be required to SIGN AND ASSENT to the above waiver provision AT HOTEL CHECK-IN by electronic means (e.g., iPad) and Signature, and the Guest is hereby on notice of the same for acknowledgement and agreement.

IF THE GUEST DOES NOT SIGN AND ASSENT TO SUCH TERMS AND CONDITIONS AT CHECK-IN PROCESS, THE GUEST WILL NOT BE ALLOWED TO CHECK-IN AND WILL BE DENIED ACCESS TO THE HOTEL. ACCORDINGLY, ADVANCE NOTIFICATION OF THIS REQUIREMENT IS HEREBY PROVIDED.

The Guest’s Tour Operator and/or Travel Agent is required to provide a copy of the Notice (in Paragraph 11) to the Guest. Should the Guest decide to cancel Guest’s trip/vacation based upon an unwillingness to sign and assent to the specific waiver provision, the same minimum cancellation charges set forth in clause 7C above will apply.