



GENERAL/CANCELLATION TERMS & CONDITIONS

By booking with Funjet Vacations, a brand of ALG Vacations Corp., YOU AGREE TO THE GENERAL/CANCELLATION TERMS & CONDITIONS contained herein. Any payment constitutes acceptance of these terms. All policies, procedures and terms contained herein are subject to change at any time without notice at Funjet Vacations' sole discretion. Group vacations have special terms and conditions-please refer to your group contract. In the event your hotel is supplied by TravelVacs LLC, the terms and conditions apply at <http://travelvacations.com/terms/en> please refer. If you booked through a travel agent, all communications prior to departure, including questions about changes, cancellation, payments and refunds, must be via your travel agent. Some travel agents charge service fees and/or additional cancellation fees.

Cuba escorted tours sold through Funjet Vacations are operated by Cuba Travel Services, a third party independent supplier and the tour principal and tour organizer. Funjet Vacations is acting as an agent for Cuba Travel Services, and not as a tour operator itself.

Standard policies, payments and penalties outlined below may be more restrictive during holidays and special events. No refunds will be made for special events, snows, or attraction passases.

1. BOOKINGS, DEPOSITS & PAYMENTS

Transportation Security Administration (TSA) regulations require you to provide your full name as it appears on your travel documents, date of birth, and gender at the time of booking for the purpose of watch-list screening. For details, visit tsa.gov. To reserve your vacation, provide the required booking information and pay the applicable deposit per person, including full payment of the Travel Protection Plus premium (if selected). We reserve the right to treat the booking as canceled by you if the balance is not paid when due. Full payment of your entire vacation package by credit/debit card is required at time of booking for all vacations booked directly on our website, Funjet.com. If you decline Travel Protection Plus and cancel your booking, any refund due for air inclusive vacations (after applicable penalties) will be in the form of a future travel credit as detailed below.

Funjet Vacations accepts payment by a variety of credit and debit cards, as well as the **Uplift** monthly payment plan. A \$40 processing fee will be assessed to refund a previously applied credit card payment, and recharge the payment to a different credit card. When booking with an airline-sponsored credit card, benefits such as free baggage fees which may apply when booking with the airline directly WILL NOT apply to your Funjet Vacation.

[View Deposit Policies Here.](#)

2. TRAVEL PROTECTION PLUS

We strongly recommend that you purchase Travel Protection Plus to cover your cancellation and change fees. Travel Protection Plus includes a Pre-Departure Penalty Waiver (Part A), and Post-Departure Travel Insurance (Part B). Travel Protection Plus is not offered on air-only vacations utilizing scheduled air. Travel Protection Plus may only be added within 7 days of your initial deposit, provided you have not yet made your final payment (except for group passengers who are subject to the terms under their group contract). Nonrefundable hotels are not covered by the Pre-Departure Penalty Waiver. Travel Protection Plus payments are nonrefundable and nontransferable. See your travel agent or [click here](#) for more information.

3. CHANGES, CANCELLATIONS & REFUNDS

You must immediately notify your travel agent to cancel or make changes to your vacation package. If you booked on the Funjet Vacations website or through the Funjet Vacations reservations call center, contact Funjet Vacations directly at 888-558-6654. If your plans change, your right to a refund is limited and subject to penalties and fees as noted herein.

All refunds must be requested within 60 days of the date of cancellation. If you did NOT purchase Travel Protection Plus, any refund due for air-inclusive vacations (after applicable penalties) will be in the form of a future travel credit (land-only and contracted group bookings will be refunded in original form of payment). If you purchased Travel Protection Plus and are eligible for a partial or full refund in original form of payment, the full refund due will automatically become a future travel credit if not requested at 60 days from the date of cancellation. Future travel credits are valid for 12 months from date of issue and must be used for travel commencing prior to expiration date, are nontransferable and nonrefundable, have no cash value, and are issued in the name of the passengers on the original reservation. Standard change and cancellation policies apply to bookings made with future travel credits. Future travel credits will be held on the original booking. For instructions on how to redeem future travel credits online, [click here](#).

If you booked through a travel agent, your travel agent must submit the electronic refund request no later than 60 days after the date of the cancellation. If you booked directly with Funjet Vacations, please [click here](#) and follow the instructions to request your refund.

All changes and cancellations are subject to availability, limitations, restrictions and fees imposed by Funjet Vacations and its airline, hotel and feature/excursion suppliers. Certain excursion operators only allow a refund if canceled upon notice to them. Contact the excursion company for the applicable notice period and to arrange a refund. Many airfares and hotel reservations are nonrefundable and nontransferable, and you may be charged 100% cancellation/change penalties. Changes to, or cancellation of, a Basic Economy flight will result in forfeiture of tickets. Passengers who do not travel are subject to 100% cancellation penalties.

If you cancel your vacation or change your departure date, flight, duration, class of service, name, departure city, or destination, the charges shown below become payable by you. Significant additional penalties (i.e. nonrefundable airline tickets and fees, nonrefundable or nontransferable hotel promotions) may apply. If the number of individuals occupying a room changes due to a cancellation or booking change, the remaining traveler(s) will be responsible for any additional costs incurred as a result of a change in the per person occupancy rate. If all travelers change, it is considered a new booking and cancellation fees will apply. Nonrefundable hotels incur penalties upon deposit. Once travel has begun, there will be no refunds for any unused or partially used travel component for any reason. Standard change and cancellation policies apply to bookings made with future travel credits. Contracted Group Bookings follow alternative change and cancellation policies according to the groups contract.

CANCELLATION & CHANGE FEES

Exclusive Nonstop Vacation Flights (ENVF) - Cancellation fees (Effective for new bookings made 9/30/20 onward)	
45+ days from departure	\$50 per person + applicable hotel/feature penalties
31-44 days from departure	\$125 per person + applicable hotel/feature penalties
30-0 days from departure	100% nonrefundable*

Exclusive Nonstop Vacation Flights (ENVF) - Change Fees for new date or destination (Effective for new bookings made 9/30/20 onward)	
45+ days from departure ¹	Applicable hotel/feature penalties
31-44 days from departure ¹	\$125 per person + applicable hotel/feature penalties
30-0 days from departure ¹	100% nonrefundable*
Complete name change**	\$25 per person + applicable hotel/feature penalties

Other changes (applies to change in airfare type/flight times, duration, class of service, departure city, or change to lower-priced hotel) \$50 per booking + applicable air/hotel penalties

*Nonrefundable- Funds cannot be used toward a new reservation if changing dates or destination.

** Spirit Airlines does not allow name changes within 7 days or less prior to departure.

Scheduled Air Packages - Cancellation Fees	
4+ days from departure	\$100 per person + applicable air/hotel/feature penalties
3-0 days from departure	100% nonrefundable

Scheduled Air Packages - Change Fees (Effective for new bookings made 9/30/20 onward)	
*Change fees apply to new travel date, destination, flight/airfare type/flight times, duration, class of service, departure city, change to lower-priced hotel and complete name change when allowed by hotel/airline.	
All departures	Applicable air/hotel/feature penalties

Land-only - Cancellation Fees

Cancellation Fees for bookings made prior to 11/24/20:	
2+ days from departure:	\$50 per person + applicable hotel/feature penalties
1 day or less from departure:	100% nonrefundable

Cancellation Fees for bookings made 11/24/20 and onward:	
	Applicable hotel/feature penalties

Land-only - Change Fees* (Effective for new bookings made 9/30/20 onward)	
All travel dates	Applicable hotel/feature penalties
*Land-only change fees apply to new travel date, destination, duration, change to lower-priced hotel and complete name changes when allowed by hotel.	

4. CREDIT CARD TRANSACTIONS & CHARGEBACKS

For any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against Funjet Vacations. In the event that payment has been made to Funjet Vacations by credit card, you agree that you will not seek to charge back your payment to Funjet Vacations. If Funjet Vacations incurs any costs, including but not limited to attorneys' fees, to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owed to Funjet Vacations via money order or cash immediately.

5. TRAVEL DOCUMENTS

Your travel documents will be emailed to you once full payment is received. Please check them carefully to ensure that all the information is correct and passenger names exactly match your Proof of Citizenship. If you discover an error, please contact your travel agent immediately or Funjet Vacations at 1-888-558-6654.

6. REQUIRED ENTRY/ RE-ENTRY DOCUMENTATION

Proper documentation is YOUR responsibility. The following information is based on current requirements for U.S. citizens at time of publication. This information may change- see your travel agent or contact your destination consulate for the most current requirements on your travel date.

Passengers returning to the U.S. by air from any international destination must have a valid passport, and may be denied boarding by the airline if the passport is damaged, mutilated, or has excessive wear. A "Passport Card" is not acceptable. If your name on your passport (or for non-U.S. citizens, "valid travel documents") does not match your name on your travel documentation, you will not be allowed to travel. A passport valid for up to 6 months past the date of completed travel is required when traveling internationally. Married or divorced women traveling under names other than their own must have their travel documents must supply a marriage license and/or divorce decree. For details on how to obtain a passport, contact your local courthouse or post office. If you are not a U.S. citizen, contact your destination's consulate or embassy to determine required entry documents.

Passports are NOT required for travel within the continental U.S., Hawaii, Puerto Rico, and the U.S. Virgin Islands. However, travel to these U.S. destinations/ U.S. territories requires a valid state government-issued picture ID, or valid state-issued driver's license that is compliant with the Real ID Act. Passed by Congress in 2005, the REAL ID Act established minimum ID security standards and prohibits federal agencies, like TSA, from accepting licenses and identification cards for official purposes from states that do not meet these standards. Passengers traveling domestically with a driver's license issued by a state that is not compliant with the REAL ID Act (and has not been granted an extension) will need to show an alternative form of acceptable identification for domestic air travel to board their flight. To check whether your state is compliant or has an extension, visit dhs.gov/real-id. If your state-issued ID or driver's license is not compliant, visit tsa.gov/travel/identity-screening/identification for alternate forms of acceptable ID. Due to COVID-19, the deadline for domestic airline passengers to secure a Real ID driver's license for use as identification at the airport has been moved back one year. Enforcement is now due to begin on October 1, 2021.

Any passenger who is denied boarding due to lack of proper documentation will have their vacation cancelled. Failure to comply with the above requirements will result in you not being allowed to travel and no refund will be given.

7. TRAVELING MINORS

We are not accepting unaccompanied minors under 18 for any travel. For certain countries, a notarized consent from both parents or legal guardian(s) is required for children younger than 18 years old traveling with one parent, or in someone else's custody; or a notarized birth certificate showing only one parent, a parent's death certificate, or a court order of child custody MAY also be permissible. Be sure to check with your travel agent, inquire with your destination's consulate, or visit websites such as travel.state.gov, dhs.gov or latravelcentre.com. Mexican-born minors under 18 years of age traveling alone or with someone other than a parent or legal guardian, require special documentation to depart Mexico, even if the Minor is a Dual Mexican Citizen. For details, contact the Mexican embassy or [click here](#). Some airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country- contact your airline directly for details.

8. DENIAL OF ENTRY

Certain countries may deny entry to travelers with even a minor criminal record, and if not a U.S. citizen, entry back into the U.S. Check with the U.S. Embassy and the embassy or consulate of the country being visited to ensure you can travel as planned. Funjet Vacations does not accept responsibility if you are denied entry and cancellation penalties apply.

9. FLIGHTS & AIRPORT CHECK-IN

Your flight information will appear on the booking confirmation issued when you make your deposit, and on your electronic travel documents issued upon full payment. All flight times are subject to change without notice. We strongly suggest that you confirm exact flight times with the carrier 24 hours prior to departure and again times are subject to change without notice. Please be advised that we may provide your name, phone number and/or email address to third party suppliers such as air carriers to be used to advise passengers of irregular flight operations and disruptions. For international flights, we recommend arriving at the airport at least three hours prior to your scheduled departure time to allow time to check in and get through Security. For domestic flights, we recommend that you arrive two hours prior to travel but absolutely no later than one hour prior to travel. If you do not have pre-assigned seats and have seat preferences, we recommend that you arrive early as seats will be assigned upon check in based on availability. Pre-assigned seat selection is at the discretion of the air carrier and may require payment of an additional fee.

If you do not check in at the airport or gate at the required time, or do not possess proper documentation, you will be denied boarding and will not be eligible for a refund. Additionally, if you fail to check in for your flight without prior cancellation, you are considered a no-show and will not be eligible for a refund. Travel Protection Plus does not cover the instances noted above. Funjet Vacations assumes no responsibility for any passengers making independent connections to flights booked through Funjet Vacations. Some airlines do not charge for infants under the age of two, but the infant must sit on an adult's lap. Other airlines do charge for infants or infant air-related taxes. Please check with your air carrier. If an infant reaches the age of two at any time during the vacation, federal law requires the purchase of a separate seat for any remaining portions of the flight. Some countries charge infant departure taxes.

10. PACKAGE PRICING - EXCLUSIONS

If you have not paid for your vacation in full, you will be responsible for any increases in the price of any and all components of the vacation package. Funjet Vacations reserves the right to re-invoice your reservation should an error be made in computing your vacation price. You may incur additional expenses that are not included in the package price, including but not limited to (unless otherwise noted): gratuities, meals and beverages; passport/visa fees; airline seat assignments and baggage fees; departure taxes, environmental levies and hotel energy surcharges; resort fees, car seats; rental cars; transfers; optional excursions; and items of a personal nature. Rates for packages including a rental car do not include state/local taxes, gasoline, optional insurance, Collision Damage Waiver (CDW), under-age driver charges if under the age of 25, or airport charges, which are payable directly to the rental car company. Minimum age requirements may apply- contact your travel agent or the rental car company for specific information. A valid driver's license and major credit card in driver's name are required.

11. AIRLINE, HOTEL AND FEATURE TAXES

Funjet Vacations may split the merchant of record payment between Funjet Vacations and the air carrier booked. The Funjet Vacations portion of the payment will be processed immediately. The airline will process payment at the time the air tickets are issued. Funjet Vacations markets hotels under a "prepaid merchant" model, where Funjet Vacations collects the full amount of the hotel room from you in advance and manages the payments to the hotel/feature on your behalf. The booking is made by Funjet Vacations on the customer's behalf and includes two components to the reservation, amounts being paid by Funjet Vacations to the hotel/feature on customer's behalf as well as compensation for services retained by Funjet Vacations. In connection with facilitating your hotel/feature arrangement, the amount you are charged will include tax recovery charges and service fees. This amount includes an estimate to recover the amount we pay to the hotel/feature related to your reservation for taxes owed by the hotel/feature including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, good and services tax, and/or similar taxes. The amount Funjet Vacations pays to the hotel/feature in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you. The amount charged to you also includes an amount to compensate Funjet Vacations for services in connection with handling your reservation. Funjet Vacations is not the supplier collecting and remitting taxes to the applicable taxing authorities. Hotel/feature suppliers include all applicable taxes in the amount billed to Funjet Vacations and Funjet Vacations pays over such amounts directly to the supplier. Funjet Vacations is not a co-supplier associated with the supplier with whom Funjet Vacations books or reserves customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.

12. SPECIAL REQUESTS

If you request special arrangements such as adjoining rooms/room locations, bedding requests, specific assistance or special meals, we will pass on your request to the vendor on your behalf. However, since these requests lie outside our contracts with our suppliers, we cannot guarantee special requests unless otherwise stated.

13. HANDICAPPED SERVICES AND FACILITIES

Should you desire any special service or equipment to assist with a disability, please let us know in advance so we can advise the air carrier or resort (services vary by carrier and resort). Although we will do our best to assist you, Funjet Vacations does not guarantee the availability of wheelchairs at any airport. Wheelchair accessible rooms may be requested but cannot be guaranteed. Standards vary by property and country, may not be consistent with the standards required by the Americans With Disabilities Act, and are not within the control of Funjet Vacations.

14. FUNJET VACATIONS & OTHER SERVICE PROVIDER RESPONSIBILITY

Travel Agents' Responsibilities: If you booked through your travel agent, your travel agent is responsible for providing information to you, examining and verifying all information, and ensuring that you understand all of the policies, fees and requirements to which you are subject. Any travel agent who makes a reservation on your behalf acknowledges this responsibility.

Funjet Vacations' Responsibility

Funjet Vacations makes arrangements to third party suppliers as independent contractors for the various components that comprise your vacation package. We have taken all reasonable steps to ensure that proper arrangements have been made for your vacation. However, Funjet Vacations is not an agent of these independent travel providers and we expressly disclaim any liability for their actions or omissions. Service providers reserve the right to refuse service to travelers at their sole discretion. Funjet Vacations assumes no liability for the acts of the service provider in refusing service. Funjet Vacations is not responsible for schedule changes issued by the airline and does not offer compensation for those changes. Funjet Vacations will not pay an increase in fare for an alternate airline. Funjet Vacations is not responsible under any circumstances for any injury or damages you may suffer, in connection with air or ground transportation, hotel accommodations, or other travel or excursion services arranged by Funjet Vacations. Furthermore, Funjet Vacations and its third-party suppliers do not control and cannot be responsible for bodily injury, property damage or other loss or damage caused by factors beyond their control, including but not limited to: air turbulence, flight delays, extreme weather, government restrictions or regulations, strikes, war, acts of terrorism, mechanical breakdown, sickness or disease, epidemics or pandemics, quarantine, your physical, mental or mental disabilities, your failure to obtain valid travel documents or to follow travel instructions resulting in denied entry at destination or re-entry into U.S., and failure related to the public internet, telephone or other communication lines.

By booking with Funjet Vacations and/or using the Funjet Vacations online booking site, you waive any claim against Funjet Vacations, its affiliated and subsidiary companies, and its respective officers, directors, employees, contractors, and agents, for any loss of or damage to property or injury to any person caused by reason of (i) any defect, negligence, or other wrongful act or omission, or any failure of performance of any kind by any airline, hotel, ground transportation, or other travel provider, (ii) any claim for inconvenience, loss of enjoyment, mental distress, or other similar claim, (iii) any delayed departure, missed connection, substitute accommodation, termination of service or change in fares or rates, and (iv) overbooking, flight cancellation, lost or misconnected baggage, or any claim arising of the air transportation portion of any vacation package. Under no circumstances will Funjet Vacations be liable for any special, incidental or consequential damages arising from the provision of our travel services or vacation packages. Some hotel room images on our promotional materials and our website do not depict the standard room category. Maps not to scale. Our hotel rating system is provided for your reference and may differ from other rating systems. We do not guarantee the accuracy of these ratings or that they are equal to other rating systems that you may be familiar with. We reserve the right to change a rating at any time with or without notice. Funjet Vacations is not responsible for omissions or errors.

Your Responsibility: By booking with Funjet Vacations, you agree to defend and indemnify us and all respective suppliers and any officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal fees, brought by third parties as a result of: a) your breach of these Terms and Conditions or the documents referenced herein; b) your violation of any law or rights of a third party; or c) your use of the Funjet Vacations website and/or any travel documents.

Important Notice: Funjet Vacations enters into contracts with hotels and air, land, or water transportation companies, but all such entities are owned and operated by independent contractors. Funjet Vacations is not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond its direct control. The Funjet Vacations name and logo may appear on posted or hand-held signs at the airport of your departure or destination, in vans, buses, coaches, hotels or elsewhere during your vacation. This use of the Funjet Vacations name and logo is solely intended to help you identify persons or entities who might provide services to you during your trip, but does not indicate, and should not be understood by you to indicate that Funjet Vacations owns, controls or operates any facility displaying such a sign, or that Funjet Vacations employs or controls any person holding or displaying such a sign. Funjet Vacations sells leisure vacations. If this vacation is used for any reason other than leisure travel, the controls may directly assess an additional surcharge or refuse service during holiday, convention, or special event time periods.

If you have a claim or dispute with any of the travel or excursion providers, we will provide you with as much assistance as reasonably possible. **Certain exclusions may not apply in some jurisdictions.**

15. LUGGAGE & PERSONAL PROPERTY

Many airlines charge fees for checked and/or carry-on bags. Fees vary and are set by each air carrier. Information on carrier baggage policy and fees, liability for lost, misconnected and damaged baggage or other personal property can be obtained through your travel agent, by contacting the air carrier directly, by requesting them at the airport, or [click here](#). Carry-on luggage is limited to one bag per person and must be small enough to fit beneath the seat in front of you. Excess/oversized baggage may be denied at check-in or subject to additional charges. Funjet Vacations accepts no liability for loss or damage to luggage and recommends a TSA approved lock. All lost or damaged luggage must be reported to an airline representative at the destination airport by the passenger before you leave the airport. Some airlines do not cover damage to soft-sided luggage.

16. AVIATE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers embarking upon a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that the provisions of an international treaty (the Warsaw Convention, the 1999 Montreal Convention, or other treaty), as well as a carrier's own contract of carriage or tariff provisions, may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. The applicable treaty governs and may limit the liability of carriers to passengers for death or personal injury, destruction or loss of, or damage to, baggage, and for delay of passengers and baggage. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under an international treaty. For further information please consult your airline or insurance company representative. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention(s) provide (1) that the liability of carriers for death of or personal injury to passengers of up to 128,821 Special Drawing Rights per passenger shall not depend on negligence on the part of the carrier, and (2) such liability shall be limited to 128,821 Special Drawing Rights per passenger in the absence of negligence or other wrongful act or omission on the part of the carrier. Additional information on Special Drawing Rights is available at www.imf.org. For international travel (including domestic portions of international journeys) to, from, or with an agreed stopping place in the United States of America, liability for loss, delay, or damage to baggage is limited to 1,288 Special Drawing Rights per passenger for all baggage, including carry-on. Excess valuation may be declared on certain types of articles. Further information may be obtained from the air carrier. For DOMESTIC flights, the current maximum liability is capped at \$3,500. For most INTERNATIONAL flights, a treaty called the Montreal Convention applies to the carriage of baggage. The maximum baggage liability for flights covered by the Montreal Convention is currently 1,288 Special Drawing Rights.

17. AIR CARRIERS

We have made arrangements for air transportation to your vacation destination via regularly scheduled certificated air carriers or other air carriers who have duly filed with and are authorized to operate air transportation and public charter transportation by the U.S. Department of Transportation. We reserve the right to substitute alternate air carriers if necessary. All air travel is subject to the terms and conditions of the operating air carrier. When you fly to and from your destination the Conditions of Carriage apply, some of which limit or exclude liability. The Conditions of Carriage are available by requesting them in writing from the carrier or by request at the airport.

18. HAZARDOUS MATERIALS RESTRICTIONS AND INSECTICIDE NOTICE

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces) of medicinal and toiletry articles carried in your luggage and certain smoking materials carried on your person. Special restrictions and limitations for transporting Hazardous Materials and specifically Lithium Ion batteries, refer to www.faa.gov/go/packsafe for more information. In the event a carry-on bag cannot be accommodated in the passenger cabin and has to be placed below in a cargo bin for any reason, any electronic device or spare Lithium-ion or any other type of battery permitted in carry-on baggage MUST be removed from the carry-on bag and remain in the possession of the passenger in the passenger cabin. For further information, contact your airline representative. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <https://www.transportation.gov/airconsumer/spray>.

19. GOVERNING LAW & DISPUTE RESOLUTION

This Contract shall be governed by the laws of the Commonwealth of Pennsylvania. Should a dispute or controversy arise concerning the terms and conditions of this Contract or involving a claim for loss, injury or other damage arising out of or relating to your trip, any legal action against Funjet Vacations shall be brought exclusively in the Pennsylvania Court of Common Pleas of Delaware County. If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding will not affect the validity or enforceability of the remaining terms and provisions. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

20. TRAVEL & SAFETY TIPS FOR TRAVELERS

As travel opens up around the world, all destinations, airports, air carriers, hotels, restaurants, transfer companies, car rental companies, shops and excursions have established COVID-19 safety measures and precautions which may change from day to day. These safety measures may include but are not limited to curfews, attraction closings and reduced hours, size of group gatherings, social distancing requirements, health screenings and self-quarantine requirements. In traveling, you must follow CDC guidelines and the recommendations of health officials. Please note that any public location where people have been or are present may pose an inherent risk of exposure to COVID-19 and Funjet Vacations cannot guarantee that you will not be exposed during your vacation. By traveling, you agree that you assume these inherent risks associated with your vacation. Any and all additional costs will be your sole responsibility.

Before booking travel and before your travel dates, we strongly recommend that you visit the U.S. Department of State website travel.state.gov, as well as the Centers for Disease Control and Prevention website, cdc.gov, which include important information on foreign travel such as travel advisories, warnings and restrictions issued by the U.S. government. You are responsible for complying with the health requirements of the countries you intend to visit. If you make a booking, you are confirming that you have followed our recommendations above and further waive any argument that we should have done anything further with respect to warnings or alerts. Check with your physician regarding any immunizations that may be recommended or required. Use common sense while vacationing abroad. For example, if you choose to drink alcohol, do so in moderation. In addition, be cognizant of the effects of mixing alcohol and certain medications. Should someone in your party become ill, alert the resort front desk for immediate medical assistance. If you call the emergency number provided by the resort, also advise your Resort Representative as soon as possible, who may be able to provide assistance. If you have medical issues or concerns about medical services, we urge you to contact your health care with specific questions. Please be aware that medical standards and training of emergency responders and resort medical facilities vary greatly, and resort care abroad may not be the same as you might expect at home. It may be standard policy for hospitals and medical providers abroad to require cash payment upfront for services. Check with your insurance provider regarding claims for reimbursement. Sports and aquatic equipment, especially scuba gear, may not meet U.S. safety standards and your resort pools and beaches may lack lifeguards. Balcony railing heights in Mexico are lower than the mandated heights in the United States, and also may be lower in other countries. Low balcony railings create a risk of falls, which may result in serious injury or death. Bottled drinking water is recommended. BY OFFERING TRAVEL PRODUCTS IN PARTICULAR DESTINATIONS AND INTERNATIONAL DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. No destination is 100% safe. By embarking upon your travel, you voluntarily assume all risks involved in such travel, whether expected or unexpected.

21. POST-VACATION CONCERNS

If you have a complaint while on vacation you must provide Funjet Vacations with a reasonable opportunity to rectify the issue during your vacation by promptly notifying your Resort Representative who will make every effort to assist. If the matter cannot be settled on the spot, you must write to our Customer Care Department within 28 days of the completion of your vacation at aftertravel@funjet.com. Please understand that we cannot consider post-vacation submissions if you did not provide Funjet Vacations with a reasonable opportunity to assist you during your trip. We reserve the right to give any compensation due in the form of future travel credits.

II. ADDITIONAL TERMS & CONDITIONS SPECIFIC TO PUBLIC CHARTER FLIGHTS

The operation of charter flights (these may also be referred to as Exclusive Nonstop Vacation Flights) is being conducted pursuant to Part 380 of the DOT's Charter Regulations. The special terms and conditions below apply to Funjet Vacations Corp., as the Charter Operator. Arrangements for charter air transportation provided by one or more air carriers.

Funjet Vacations is a brand of ALG Vacations Corp. ALG Vacations Corp., as the Charter Operator, is the principal. Public charter flights are operated by ALG Vacations Corp., 7 Campus Blvd., Newtown Square, PA, 19073 as principal and tour operator. For the most current listing of our public charter flights, see www.appleleisuregroup.com/pclflings. ALG Vacations Corp. reserves the right to substitute alternate air carriers if necessary. All air travel is subject to the terms and conditions of the operating air carrier. ALG Vacations Corp. is not responsible, unless negligent, for the personal injury or property damage caused by any direct air carrier, hotel or other supplier of services in connection with the charter.

CANCELLATION OR MAJOR CHANGE BY ALG VACATIONS CORP.

If ALG Vacations Corp. makes a "major change" or cancels the tour or travel package 10 days or more before the departure date, we will notify you or your travel agent in writing within 7 days of becoming aware of the change or need to cancel. ALG Vacations Corp. may not cancel a charter less than 10 days before the scheduled departure date, except for circumstances that make it physically impossible to perform the charter trip. Under these circumstances, we will notify you as soon as possible. Our only liability will be to return all monies paid. For International Flights only: Additional restrictions may be imposed on the flights by the foreign governments involved, and if landing rights are denied by a foreign government, the flight will be cancelled and you will receive a full refund. In accordance with federal regulations, a "major change" constitutes any of the following: a change in the departure or return date which ALG Vacations Corp. knows of more than 2 days before the scheduled flight date, unless the change results from a flight delay; any charter flight delay of more than 48 hours; a change in the origin or destination city for any flight leg, unless the change only affects the order in which cities in a tour package are visited; a substitution of any hotel; or a price increase occurring 10 or more days prior to departure and resulting in an aggregate price increase of more than 10%.

YOUR RIGHT TO CANCEL IN CASE OF A MAJOR CHANGE

If ALG Vacations Corp. makes a "major change" before the departure date, you have the option to cancel and receive a full refund by providing written notice of cancellation within 7 days of receiving our notice of the "major change". If ALG Vacations Corp. makes a "major change" after the departure date, you have the option to reject the substituted hotel, changed date, origin, or destination of a flight leg and receive a refund of that portion of the tour package or provided; in this case you will receive a refund within 14 days of the return date for the tour package.

SECURITY

ALG Vacations Corp. has surety trust agreements with WFSB Bank, 724 W. Lancaster Ave., Wayne, PA 19087 for payment of any charter air package refunds as defined by the agreements. Under these agreements, unless you file a claim with ALG Vacations Corp. (or with the bank) within 60 days after termination of your vacation, both parties shall be deemed released from all liability to you. Termination means the date of arrival (or in case of a cancelled charter, the intended date of arrival) of the return flight. Make all checks payable to Shelby Financial Corporation, fbo ALG Vacations Corp., doing business as Funjet Vacations.

CHARTER OPERATOR/ PARTICIPANT CONTRACT

In accordance with Department of Transportation (D.O.T.) regulations, this booking form must be signed and sent with payment at time of booking for passengers traveling on charter air. [Click here](#) for the Charter Operator/ Participant Contract.

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If any term or provision of this contract