



## YOUR VACATION CONTRACT

Thank you for choosing a Funjet Vacations ("Funjet" or "Operator") Exclusive Nonstop Vacation Flights charter air, scheduled air or hotel only vacation. To ensure that you understand the conditions of your particular vacation, please read the following policies and procedures completely. A signed Operator/Participant Contract is required for each Exclusive Nonstop Vacation Flights charter air passenger with payment. All policies and procedures are subject to change at any time in Funjet's sole discretion without notice.

### I. BOOKING/PAYMENTS

For published and some bulk airfare bookings made 45-10 days prior to departure, a per person deposit is due by 6:00pm CST the next day. For bookings made 9 days prior to departure or less, a per person deposit is due by 6:00pm CST the same day. Deposit for bulk airfares on Interjet, JetBlue, and Sun Country Airlines is due by 6:00pm CST day of booking. For most Exclusive Nonstop Vacation Flights and most bulk airfares, a per person deposit is due within 3 days of booking. All published and some bulk and special event Exclusive Nonstop Vacation Flights airfare deposits are non-refundable. In the event the method of payment is other than credit/debit card (i.e., agency check, certified check or money order), Funjet will allow up to 72 hours for hotel only, Exclusive Nonstop Vacation Flights air inclusive reservations for receipt of deposit to avoid automatic cancellation of the reservation. Some hotels may require an additional deposit at time of booking to confirm the reservation.

**Vacation Payment Plan:** If you are booking your vacation more than 46 days before departure, you may elect to pay your balance in full at time of booking, or (if applicable) to make an initial deposit and pay the remaining balance no less than 45 days before departure. The initial deposit will be charged to your credit/debit card at time of booking. You may choose to have the remaining balance charged to your credit/debit card on the date you select, or to receive an e-mail reminder on a selected date (which may not be less than 45 days before departure), instructing you to log in and apply final payment. Your Travel Itinerary will be issued within 72 hours of receipt of final payment. Regular cancellation penalties stated herein apply to passengers electing to use this payment plan. This payment plan may not be available during holiday periods. Payment for any travel protection options are also due at time of deposit. Deposit requirements vary based on the vacation inclusions with some vacations requiring a deposit of 100% of the air ticket plus a hotel deposit. A surcharge may apply for bookings made over the phone to Funjet's reservation center instead of booking electronically. Separate payment policies apply to holiday and special event periods. Please consult your travel agent.

Airline revision and cancellation fees apply upon deposit, full payment or a payment guarantee being made. For reservations made by travel agents in VAX VacationAccess or made online, your Travel Itinerary will be provided upon full payment of the reservation. Balance of payment is due in Funjet's office at least 45 days prior to departure. If a booking is made 10-45 days prior to departure, full payment is due to Funjet by 6:00pm CST the next day.

For all bookings made within 9 days prior to departure, full payment is due by 6:00 CST the same day via credit/debit card. Only credit/debit cards will be accepted as form of payment for published air, sale bulk air and other select bulk air. Unique payment rules may apply for special event flights. Payment may be made by agency check, cashier's check, money order, certified check or credit/debit card (MasterCard, Visa, Discover or American Express). Payments should be mailed to: Funjet Vacations' Revenue Accounting, 8969 North Port Washington Road, Milwaukee, WI 53217.

Only credit/debit card payments are accepted online (MasterCard, Visa, Discover or American Express). Any checks or money orders for Exclusive Nonstop Vacation Flights charter air vacations must be made payable to Shelby Financial Corporation, Funjet Vacations' depository bank. All payments must be received when due to avoid automatic cancellation. Once payment has been made, a \$25 fee will be assessed to change forms of payment. Funjet reserves the right to reinvoice your reservation should an error be made in computing your vacation price. Funjet may split the merchant of record payment between Funjet and the air carrier booked. The Funjet portion of the payment will be processed immediately. The airline will process payment at the time the air tickets are issued. Hotel Taxes and Service Fees: Funjet markets hotels under a "prepaid/merchant" model, where Funjet collects the full amount from you in advance and manages the payments to the hotel/feature on your behalf. The booking is made by Funjet on the customer's behalf and includes two components to the reservation: amounts being paid by Funjet to the hotel/feature on customer's behalf as well as compensation for services retained by Funjet. 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 other similar taxes. The amount paid 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 for services in connection with the handling of your reservation. Funjet is not the supplier collecting and remitting taxes to the applicable taxing authorities.

Hotel/feature suppliers include applicable taxes in the amount billed to Funjet and Funjet pays over such amounts directly to the suppliers. Some hotels may charge a "resort fee" upon check in that you are responsible for. Car rental companies require additional taxes and fees to be paid by you at their rental counter when renting a vehicle. Funjet is not a co-supplier associated with the supplier with whom Funjet books or reserves customer's travel arrangements. Taxability, the appropriate tax rate and the type of applicable taxes vary greatly by location. Funjet works with our suppliers to provide you with the best rates. To pass these values on to our customers, we are prohibited from breaking out individual component prices and will not be able to provide those to you. In the event your hotel is supplied by Travelscape LLC, the terms and conditions at <http://developer.ean.com/terms/en/apply>.

**Travel Protection Options:** Funjet Vacations offers the All-In-One Travel Protection Plan, which includes a Pre-Departure Cancellation/Change Waiver and Best Price Guarantee (Part A) and Post-Departure Travel Insurance (Part B). To cover your cancellation and change fees, you may purchase the All-In-One Travel Protection within 7 days of your initial booking (except for group passengers who are subject to the terms under their group contract). If you have purchased the All-In-One, your entire refund due will be made in the original form of payment. The All-In-One Plan payments and Non-refundable hotel rates are non-refundable and non-transferable. For complete details, refer to the Plan Description at <http://www.tripmate.com/wpN430F>.

## II. CANCELLATION/REFUNDS

If your plans change, your right to a refund is limited. You must call in and request a refund form to be completed on your behalf, or if you booked via a travel agent you must have your travel agent submit the electronic refund request no later than 60 days after the date of cancellation or any payments and deposits shall be forfeited. To avoid cancellation penalties, you should consider purchasing one of the optional travel protection plans. Without travel protection, if you must cancel your reservation, make any changes to departure date, or reduce the number in the party, you will be assessed a \$50 per booking Funjet cancellation penalty plus any applicable airline, hotel or other supplier charges. Hotel cancellation policies are established by the hotel. Please note for Exclusive Nonstop Vacation Flights there are no refunds for cancellations made 30 days or less prior to departure. For all other Air-inclusive, activities only, or hotel only vacations there are no refunds for cancellations made 24 hours or less prior to departure. Most air carriers consider a name change to be a cancellation; to avoid penalties for name changes, full and complete names are required at time of booking. Separate cancellation penalties and non-refundable deposits may apply to Ski, Asia, Europe, holiday, nonrefundable hotel rates or special event departures. There may be nonrefundable optional features as part of your vacation such as special sporting event tickets/features, lift tickets, theater shows or theme park admissions. There are no Funjet cancel/revision penalty when making reservation changes to Walt Disney World® Resort bookings more than 45 days prior to departure (however supplier fees may apply). Nonrefundable travel agent fees may be included in your package price. Please consult your travel agent.

**Airline Penalties:** Airline penalties are in addition to the Funjet penalties detailed above and hotel penalties, and are subject to change at any time. Penalties are applicable upon deposit, full payment or a payment guarantee being made. Published Air Penalties: These fares have restrictions if revisions are needed and are nonrefundable if canceled unless All-In-One Travel Protection is purchased. Please note that Basic Economy fares have distinct restrictions that differ from other fares so please visit the airline's website or contact your travel agent for the specific restrictions. Changes to, or cancellation of, a Basic Economy flight will result in forfeiture of tickets. Exclusive Nonstop Vacation Flights Air Penalties: The following may be considered Exclusive Nonstop Vacation Flights Air: Allegiant Air (PC# 18-227, PC #18-231 or PC# 18-234), Frontier Airlines, Icelandair (PC# 18-232), Miami Air (PC# 18-230), Miami Air-Operated by TUI Belgium (PC# 18-250), Swift Air (PC# 18-229), Sun Country Airlines, Viva Aerobus (PC# 18-228 or PC# 18-254) or Volaris (PC# 18-233) in the designated classes of service of F, S, L, C, Z or Y. The per person penalty for Exclusive Nonstop Vacation Flights cancellation made between 31 and 44 days prior to departure is \$125 + Supplier penalties, cancellations made within 30 days is non-refundable.

**Bulk Air Penalties:** Each scheduled airline has unique cancellation and revision penalties on bulk airfares ranging from \$50 per ticket to the ticket being nonrefundable unless All-In-One Travel Protection is purchased. Please note that Basic Economy fares have distinct restrictions that differ from other fares so please visit the airline's website or contact your travel agent for the specific restrictions. Changes to, or cancellation of, a Basic Economy flight will result in forfeiture of tickets.

**ALL PUBLISHED AIR TICKETS ARE 100% NONREFUNDABLE. HOWEVER, EXCHANGEABLE TICKETS MAY BE APPLIED TOWARDS THE AIR PORTION OF A FUTURE VACATION OR SCHEDULE AIR ONLY BOOKING WITH THE SAME AIRLINE, SUBJECT TO THE APPLICABLE AIRLINE RETICKETING FEE, ANY INCREASE IN THE AIRFARE COST, AND APPLICABLE FUNJET FEES. TICKET EXCHANGE IS ONLY AVAILABLE WITHIN ONE YEAR FROM THE DATE OF TICKETING, OR SOONER BASED ON THE AIRLINE IF THE AIR PORTION IS PAID IN FULL BY THE TIME OF CANCELLATION AND ALL-IN-ONE TRAVEL PROTECTION WAS NOT PURCHASED. FOR VACATIONS THAT INCLUDE PUBLISHED AIR OR BULK AIR (NOT VALUE) TICKETS ON SOUTHWEST AIRLINES, THE EXCHANGEABLE AIR TICKET VALUE NEEDS TO BE REDEEMED THROUGH SOUTHWEST AIRLINES DIRECTLY.**

If you do not plan to travel on your flight, you must contact Funjet at least sixty (60) minutes prior to your scheduled departure or you will be considered a "no-show" even if a travel protection option is purchased.

For Exclusive Nonstop Vacation Flights passengers who wish to cancel within the penalty periods and can provide another paying passenger for the same vacation, you may be entitled to a full refund, less a reservation revision fee and any applicable supplier and reticketing fees (such refund shall be made within 14 days of substitution). For bulk and published air passengers who wish to cancel within 7 days or less to departure, substitutions are not allowed and are nonrefundable. Funjet and hotel suppliers must be informed of the names of replacement passengers prior to departure but reserves the right to deny any revision or replacement. No refunds will be made for missed or unused flights or most features. Refunds for unused Walt Disney World® Resort Magic Your Way Tickets, and/or, NASCAR race tickets and other similar tickets or passes will not be made. Your right to a refund of unused portions of your car rental is limited and based on individual car company policy. For customer service issues, Please consult your travel agent or Funjet at 1-800-558-3060.

### III. VACATION REVISIONS

Any changes (other than those subject to cancellation penalties listed above) shall be subject to \$50 change fee plus applicable airline reticketing fees and hotel/feature/car penalties. If the number of individuals occupying a room decreases, therefore causing the reservation to be revised, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate.

### IV. FLIGHT INFORMATION

Read your travel documentation carefully for arrival and departure instructions, including terminal information, check-in locations and flight times. Flight times are tentative and subject to change. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm>. Federal law prohibits carriage of certain hazardous materials aboard aircrafts in your luggage or your person and could result in a fine. Visit [www.tsa.gov](http://www.tsa.gov) and click on "prohibited items" for more information. Prior, Criminal Convictions: Mexican law permits immigration authorities to deny foreigners entry into Mexico if they have been charged or convicted of a serious crime in Mexico or elsewhere. Exclusive Nonstop Vacation Flights Air Carrier: Depending on your vacation, Exclusive Nonstop Vacation Flights Charter air transportation is operated by ALG Vacations Corp. and will be provided by Allegiant Air (A319, A320 or A320W); Frontier Airlines (A320 or A321); Icelandair (B757-200); Miami Air (B737-800); Miami Air-Operated by TUI Belgium (737-800); Sun Country Airlines (737-800); Swift Air (B737-400); Viva Aerobus (A320); Volaris (A320) or other designated carriers. The respective carrier reserves the right to substitute equivalent aircraft if necessary.

**International Exclusive Nonstop Vacation Flights:** The operation of these flights is subject to the respective foreign government granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be cancelled and a full refund will be made to you automatically.

**IMPORTANT NOTICE REGARDING PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL-**All international travelers must present a government issued passport for U.S. Custom re-entry that is valid for at least six months from date of re-entry. For more information please visit the State Department consular website [www.travel.state.gov](http://www.travel.state.gov) or the U.S. Department of Homeland Security's website [www.dhs.gov](http://www.dhs.gov). Please consult your travel agent or the Destination Consulate for further information. It is the traveler's responsibility to provide proper documentation and to comply with the laws of each country flown from or to, and to contact the appropriate consulate, embassy and/or immigration department for your destination country for any specific entry requirements and restrictions. Married or divorced women traveling under names other than what is printed on their travel documents, must supply a marriage license and/or divorce decree. Airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country. Please contact your airline directly for details. Foreign travelers, visit your local consulate for travel requirements (VISA or other written verification). Any passenger who is denied boarding due to lack of proper documentation will have their vacation cancelled and their right to a refund will be limited. Baggage Limitations and Claims: Baggage limitations vary by carrier. Many airlines impose additional charges for carry-on and checked luggage which is collected by the airline at check-in. Please contact the airline or refer to its website for current fees and policies or visit <https://www.funjet.com/generalinformation/baggage-policies>. Claims on checked baggage will be limited to the carrier liability of approximately \$3,400 per person for domestic flights and \$9.07 per pound for international flights subject to the Warsaw Convention, and 1,131 Special Drawing Rights per person for international flights subject to the Montreal Convention, unless you declare a higher value and pay any applicable charges. All claims for loss and damage to luggage must be handled by the air carrier at the airport, subject to any requirements and time limits set by U.S. law for domestic flights and the applicable Convention for international flights. The airlines do not accept responsibility for items such as soft-sided luggage, fragile or perishable items. Carry-on baggage may be limited, please check with the airline.

### V. RESPONSIBILITIES

**Travel Agents' Responsibilities:** The 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.

**Your Responsibilities:** You must check in at least 2 1/2 hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat. You must examine all information to ensure accuracy and call or go online (online information applicable for select Exclusive Nonstop Vacation Flights – check your documents for details) to verify flight times prior to departure. Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you agree to a refund, you waive all other remedies. Due to the fact that Funjet sells leisure vacations for travelers originating in the U.S., individuals attending a convention or those not originating from the U.S. may not use this product for their hotel stay. If this vacation is used for any reason other than leisure travel originating in the U.S., some hotels may directly assess an additional surcharge. Unless you file any claim, you may have with Funjet within 30 days after the termination of this vacation, all parties are released from further liability. Airline frequent flyer miles and airline, hotel, and other third party rewards/benefits may not be applicable on Funjet's reservations.

**Funjet's Responsibilities:** The operation of Exclusive Nonstop Vacation Flights charter air is being conducted pursuant to Part 380 of the DOT's Charter Regulations. Funjet is responsible to you for making all arrangements for transportation, accommodations and services offered, provided that in the absence of gross negligence on the part of Funjet, Funjet's responsibility does not extend to any liability for personal

injury or property damage arising out of or caused by any negligent act or omission on the part of any air carrier, hotel or motel operator, ground transportation contractor, optional feature operator or any person rendering any services being offered. Funjet is not responsible for any changes made by air carriers which are beyond Funjet's control. This includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule. Funjet is not responsible for damage, delay or vacations affected by weather or other force majeure events beyond the control of Funjet. In no event shall any party be liable for consequential damages. Funjet reserves the right to substitute hotel/motel accommodations and to make alterations in the itinerary which do not constitute a major change, if necessary, due to circumstances beyond the control of Funjet. Special requests such as room location, bedding, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed by Funjet. Items not included in your vacation price include, but are not limited to, hotel specific service fees, resort fees, energy surcharges, currency surcharges, baggage handling, rollaway beds, cribs and other incidental fees such as minibar charges, parking and phone calls and are payable directly to the hotel. Specials may be withdrawn at any time. Rates are based on availability.

**Air Carriers' Responsibilities:** Air carriers operating scheduled, or Exclusive Nonstop Vacation Flights air shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any person or company performing or rendering the services described on our website, in vacation brochures and/or flyers. The services described on our website and in vacation brochures/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint ventures' or partners with the named air carriers.

**VI. Location Exclusions:** Additional foreign government departure taxes, fees and tourist cards may be due to the destination by the respective government authority and are not included in your price.

### **VII. EXCLUSIVE NONSTOP VACATION FLIGHTS CHARTER OPERATOR CANCELLATIONS/MAJOR CHANGES**

**Cancellations:** Exclusive Nonstop Vacation Flight vacations will not be cancelled by Funjet less than 10 days before the scheduled departure date except for circumstances that make it physically impossible to perform Exclusive Nonstop Vacation Flights trip. In the event of cancellation, a refund will be made to you within 14 days.

**Major Changes:** A major change means any of the following: a change in the departure or return date which Funjet knows more than 2 days before the scheduled flight date; any Exclusive Nonstop Vacation Flight delay of more than 48 hours; a change in the origin or destination city; a substitution of any hotel that is not named in this contract; or a price increase occurring 10 or more days prior to departure and resulting in an aggregate price increase of more than 10%.

**Notice:** Notice of any cancellation or major change will be given to you within 7 days after Funjet knows of such a change, but in any event, at least 10 days prior to departure. However, if Funjet first knows of a major change or if the Exclusive Nonstop Vacation Flight is cancelled for circumstances which make it physically impossible to perform the Exclusive Nonstop Vacation Flight trip within 10 days of departure, you or your travel agent will be notified as soon as possible.

**Refund for Major Change:** Upon notification of a major change, you will have the option to cancel without penalty within the 7 days following receipt of notification, but in no event later than departure, and full refund will be made to you within 14 days after cancellation. If notification of a major change is received after departure, you may reject the major change and will receive a refund of the portion of your payment allocable to the rejected services within 14 days after the return date named.

**VIII OTHER:** Itinerary: Your vacation as set forth in Funjet's flyers, magazines, brochures and website includes the following which form this contract: effective dates; origin and destination; price of each vacation; a listing of the hotels, length of stay at each and other ground accommodations and services. The Funjet name and logo may appear on posted or hand-held signs at your hotel, at the airport of your departure or destination, in vans, buses, coaches or elsewhere during your vacation. This use of the Funjet 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 owns, controls or operates any entity displaying such, a sign, or that Funjet employs or controls any person holding or displaying such a sign.

**Charter Surety:** ALG Vacations Corp. has established a surety trust agreement with WSFS 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 Funjet Vacations (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 the case of a cancelled charter, the intended date or arrival) of the return flight. These public charter flights are operated by the ALG Vacations Corp., 7 Campus Blvd., Newtown Square, PA 19073 as principal and operator.

**Applicable Law:** It is agreed by and between you and Funjet that all disputes and matters whatsoever arising under or in connection with or incident to these policies and procedures shall be interpreted and litigated, if at all, in and before a court located in the State of Wisconsin, U.S.A., to the exclusion of the courts of any other state or country.

# BILL OF RIGHTS

(Operator/Participant Contract\*)

*\*Pursuant to DOT regulations, this contract is required to be signed and sent with payment at time of bookings, for all charter air program participants. I (we) have read and agree to the terms and conditions of the Bill of Rights above.*

Here is my check for \$ \_\_\_\_\_ to cover \_\_\_\_\_ Deposit \_\_\_\_\_ Full Payment

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street, City, State, Zip Telephone Number

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street, City, State, Zip Telephone Number

Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_ Reservation Number: \_\_\_\_\_

*I authorize Funjet Vacations to charge the cost of this trip to my credit card number below. Please state the type of charge card and account number below (MasterCard, Visa, Discover or American Express). Per Person Deposit Required.*

Type of charge card: \_\_\_\_\_ Account #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Travel Protection is available for purchase to help protect your vacation investment as well as having medical, baggage and delay coverage while traveling.

Please visit <http://www.funjet.com/generalinformation/all-in-one-travel-protection> to view the details of the terms, conditions and exclusions of the Travel Protection plans.

I/We have \_\_\_\_ accepted \_\_\_\_ declined the Funjet Vacations Travel Protection Plan.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_