BOOKING CONDITIONS

PAYMENT AND CANCELLATION TABLE (the "Table")

	Level 1	Level 2
Deposit due per person	$200	$350
Final payment due (before departure)	90 days	90 days
Before Final payment due date	Deposit	Deposit
Final payment due date until 30 days before departure	50%	50%
29 - 2 days before departure	80%	80%
1 day before or day of departure	100%	100%

We offer Gold Seal Protection which may reduce your cancellation fees, please see Important Information for details of the Gold Seal Protection.

NOTE: Included flights are outlined in each trip itinerary in our brochure or online. Guests travelling on any flight must provide their full name (as appears on their passport), date of birth and gender. Incomplete or inaccurate information may result in additional charges payable directly to the airline or in a worst-case scenario, be denied boarding.

Level 1: Cancellation fees are the minimum cancellation fee charged and is used unless the trip is described as Level 2.

Level 2: These are generally trips which include cruise/ferry, train or intra-trip flight elements.

A full list of trips and level can be found at www.costsavertour.com

YOUR HOLIDAY BOOKING

For the purposes of this document reference to "you" or "your" includes all guests in the party. Travel Corporation NZ Limited is the 'Sales Company'. The 'Operator' for the trips will be as described in the table below. Collectively these companies are referred to as 'Trafalgar', 'Costsaver', or the 'Provider'. Costsaver is a trading name of Trafalgar and is used interchangeably.

Destination	Operator
Europe and Britain, Africa, Asia	Trafalgar Tours Limited
USA & Canada, Central America, South America and Antarctica	Destination America Inc.
Australia and New Zealand	AAT Kings Tours Pty Limited and Travel Corporation NZ Limited

Your agreement is with Costsaver and a contract is formed when you make a reservation with us that we accept. Enrollment in and payment for a guided trip shall constitute acceptance by the guest of the terms and conditions in this document. These cannot be varied except in writing by an officer of the Company. Costsaver product may also be sold to you through the Trafalgar sales channel, under the same Sales Company. Regardless of the sales channel used to make your booking, the Operators set out in this document remain the same, and the Sales Company serves only as sales representative and is not responsible for any activity beyond its limited role in arranging reservations and ticketing.

All contracts with Costsaver are made subject to the terms of these booking conditions which includes the Important Information provided.
We reserve the right to change these booking conditions at any time prior to you making a booking.

The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and

was replaced with an enforceable provision as similar as possible to the original provision. Should any conflict arise between these booking conditions and those contained within our brochures, these booking conditions shall prevail.

Departure Date

The departure date is the date indicated on the booking confirmation.

Security

Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the "Travel Advisories" put out by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions.

Travel Insurance

Travel insurance is highly recommended for all guests covering all applicable dates of travel with the Provider. This insurance should cover: trip interruption, personal injury, medical expenses, evacuation and repatriation cover including during pandemic events. The choice of insurer is yours.

The availability of travel insurance and extent of cover is constantly changing, please refer to our website [**www.costsavertour.com/faq**] for most up to date information or talk to your reservation agent. The Provider may receive a commission for introducing you to a travel insurance provider.

The Provider cannot be held responsible for your failure to obtain insurance which is appropriate, and we recommend you purchase your insurance at or soon after booking your trip. The Provider (other than in circumstances where the Provider has been negligent) will not be held liable for any costs incurred by the guest resulting from their failure to obtain adequate travel insurance.

COVID-19

COVID-19 means coronavirus disease, an infectious disease caused by the SARS-CoV-2 virus and all variants of the SARS-CoV-2 virus.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. The Provider may require proof of vaccination or negative COVID-19 tests, with the situation changing rapidly please refer to **www.costsavertour.com/faq** for current requirements and further information relating to COVID-19. Please also familiarise yourself with the advice from your national authority for overseas travel before departing.

COVID-19 requirements vary from country to country and region to region and circumstances may require us to ask all travellers to be vaccinated and provide evidence of vaccination, irrespective of the destinations' vaccine requirements. Definition of fully vaccinated may include booster doses and/or time elapsed since last dose received. Evidence of negative COVID-19 tests may also be required. Airlines, hotels, excursion providers and other transport providers may also have separate requirements. It is your responsibility to ensure that you comply at all times with these requirements. No refunds will be given if you are unable to undertake some or all of your holiday due to your failure to comply with these requirements, or if you fail any tests, checks or other measures imposed by a supplier or necessary

for you to travel. You also acknowledge that certain countries may impose quarantine or self-isolation measures upon travellers, whether in the place of the destination or upon return and that such requirements are subject to change, and may be imposed on short notice. You will be responsible for any resulting additional costs including travel and accommodation.

We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitisers you require. Please adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instructions whether physical signage, or requests from our professional staff once you are travelling with us. To travel with us, you voluntarily assume all risks related to exposure to COVID-19. Full details of hygiene protocols can be found on our website.

If you test positive while travelling with us, you will need to comply with the legislation or regulations of the country you are in and may not be able to continue to travel with the group. We ask that you please take personal responsibility for your wellbeing and be conscious of the effect your personal situation may have on the health and wellbeing of others. The Provider may decide you will not be able to continue to travel with the group, if your health situation appears likely to endanger your wellbeing or that of other guests

In the event that you are unable to travel with us or need to curtail your trip our cancellation charges will apply in accordance with our cancellation procedure. We will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs.

Force Majeure

Force Majeure Event means any event or circumstance beyond the control of the Provider, including but not limited to: (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labour dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation and the closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

RESERVATIONS AND PAYMENTS

1. Your trip will be confirmed after receipt of a non-refundable deposit as detailed in the Table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. If not received within 7 days of booking, the reservation will automatically be cancelled. On certain departures, deposits may be required at time of booking to hold seats.
2. Air-inclusive bookings may require an additional non-refundable deposit or payment in full at the time of booking, see Flight Reservations, Deposits and Cancellation section below.
3. We may from time to time offer deposits at a reduced amount (Promotional Deposits) and these may be subject to different terms and conditions as specified by us. Such terms and conditions prevail to the extent of any inconsistency with these Booking Conditions.

4. Final payment for your trip reservation will be due prior to departure no later than as detailed in the Table. When making multiple trip bookings, full payment is for all trips according to the scheduled departure date of the first departing trip. Payment in full will be required at time of booking for reservations made later than the final payment due date (see Table) prior to the trip departure date. Some special promotions may have different payment deadlines and cancellation terms. If you fail to make payment by the due date detailed in the Table we will remind you to make payment. In addition to the payment you will also be responsible for any costs imposed upon us by suppliers resulting from late payment. If we do not receive payment within 72 hours after the reminder you will be deemed to have cancelled the booking.
5. The Provider reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as detailed within the Table. The Provider will not be responsible for lost land and/or air reservations.
6. Credit Card Bookings: The Provider should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the guest's credit card billing address, card expiration date and the customer verification code every time a payment is applied.
7. Your Travel Agent shall hold all monies for each and every person named in the booking until the booking is confirmed at which time your Travel Agent shall provide those monies promptly to us. You consent to us depositing monies received by us as required by law. We will be entitled to keep interest earned on monies.

BOOKING CHANGES

Name Changes and Corrections

The Provider does not charge for name changes or corrections, however where third party costs are incurred these will be passed on to the guest. Not all airlines allow name changes or name corrections, and a new airfare may need to be purchased which will be passed onto the guest.

Other Booking Changes

The Provider does not charge for minor booking changes however where third party costs are incurred these will be passed on to the guest. Costs and charges may increase the closer to the departure date that changes are made. We will try to make your requested change, but it may on occasion not be possible.

A change of trip date or itinerary after final payment is due (see Table) will be treated as a cancellation.

Deposit Protection

Should your plans change and you cancel your booking before final payment is due, you will receive a credit of $200 or equivalent currency per person, or the amount of your tour-only deposit whichever is less, valid for up to five years from date of cancellation. This credit cannot be used as a deposit against your future booking and can only be used as a credit against your final payment. Only one credit per person can be applied to each booking.

CANCELLATION AND REFUNDS

Cancellation by Traveller

Travel arrangements for any member of the party may be cancelled at any time by written notice by the person who made the booking.

If notice of cancellation is received by the Provider before final payment is due (see Table), the deposit will be retained. If cancellation is made after final payment is due cancellation fees

will apply (see Table). These cancellation fees represent the costs incurred less any expected recoveries. Please also refer to Air Changes or Cancellation Section where applicable.

Notice of cancellation must be made in writing directly to the Provider or through your Travel Agent. Please also refer to the Provider's Gold Seal Additional Protection.

If a person in a party cancels and there is a room change caused by this cancellation (such as a twin share to Single, or Triple to twin share), charges for the new room type will be the responsibility of the remaining party.

If a guest fails to join the trip on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the trip later at their own expense).

Cancellation fees as per the Table apply to additional accommodation and/or chargeable transfers prior to and after the trip, itinerary extensions or cruise reserved through the Provider.

Cancellation fees and charges will include any amounts that we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines and hotels). Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties.

All cancellation fees as per the Table are additional to any cancellation fees or other charges that may be levied by your Travel Agent.

Gold Seal Protection premiums are non-refundable.

If the reason for your cancellation is covered under your insurance, you may be able to reclaim these charges from your insurer. You are responsible to make the claim to your insurer. We will provide you with documentation to support your claim.

Cancellation by the Provider

The Provider reserves the right, to modify or cancel any trip, accommodation, in-destination activity or arrangement, (definite or not), at any time.

Cancellation due to Failure to Pay

If full payment is not received by the due date (see Table), The Provider has the right to cancel your reservation and no refund will be made. The Provider will not be responsible for lost reservations.

Cancellation due to Force Majeure Events

If the Provider cancels a trip as a result of a Force Majeure Event, a future travel credit (FTC) to the value of funds paid to date less any unrecoverable third-party costs incurred will be provided. All FTCs will be valid for 24 months from date of issue.

Where a trip is terminated mid-trip due to a Force Majeure event, if we provide you with any alternative services or assistance (such as hotels or travel) then you agree to pay for these costs.

Cancellation due to Events other than Force Majeure Events

If the cancellation by the Provider is not as a result of a Force Majeure Event, the Provider will provide an alternative comparable trip (if available). If an alternative is not available, then a refund will be made. The Provider is not liable for any cancellation or change cost or penalties incurred on other travel arrangements, including air travel, that may be affected thereby.

The Provider is not responsible for other travel arrangements that you or your party have made outside the Provider and which are affected by our cancellations.

Early Return, Illness or Absence

Early return expenses are the guest's responsibility, unless this is due to negligence by the Provider. There is no refund for absence or early departure from a trip, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. The Provider urges you to purchase travel insurance which covers such circumstances. Please also refer to the Provider's Gold Seal Additional Protection. The Provider makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

FLIGHT RESERVATIONS, DEPOSITS AND CANCELLATIONS

Reservations/ Ticketing

Air-inclusive bookings and some intra-trip flights require an additional non-refundable deposit at time of booking which may be up to 100%.

Airfare must be booked in conjunction with a land or cruise package and cannot be purchased as a standalone product.

If an air reservation is made by the Provider, full payment may be required for your airfare at the time of booking. This will be regardless of future price fluctuations up or down. When booking a trip including flights, you will be required, at the time of booking, to provide us the full name as detailed on the passport, passport number, nationality, date and place of issue for each guest.

The Provider does not hold an allocation of air seats and all flight reservations are made on request and are subject to the terms and conditions of the airline. Changes to flight itineraries and name changes and/or corrections may either not be allowed or may result in cancellation or other charges by the airline. These are the guest's responsibility along with the fees charged as described above.

Airlines (and other travel providers including the Provider) change prices and routes from time to time. All air routings are in the sole control of the airline and are subject to change at any time.

Air Changes or cancellation	After deposit has been received any changes, including cancellations incur a service fee of $35 per person, plus any airline cancellation or amendment fees. Airline imposed fees may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airfares booked are non-refundable. Not showing up for your outbound flight as booked and ticketed will be considered a no-show, and all the connecting flights associated with this one, even a return flight will be cancelled and no refund will apply.

Travel Corporation NZ Limited

Suite 17.2, 1 Albert Street

PO Box 68640, DX: CX 10201

Auckland, 1010, New Zealand

Toll Free: 0800 GUIDED (0800 484 333)

Travel Agent Reservations:

Auckland area: 09 300 1550

All other areas: 0800 TRAFALGAR (0800 872 325)

Operators:

Trafalgar Tours Limited, 2nd Floor, La Plaiderie House, La Plaiderie, St Peter Port, Guernsey, GY1 1WG

Destination America Inc, 3200 Bristol St. Suite 200 Costa Mesa, California 92626, USA

AAT Kings Tours Pty Limited, Level 21, 321 Kent Street, Sydney, NSW 2000, Australia

Travel Corporation NZ Limited, Suite 17.2, 1 Albert Street, Auckland, 1010, New Zealand

Relevant Bonding Agency Logos:-

TAANZ

IMPORTANT INFORMATION

A quick reference guide to all the details you need to know before booking your holiday.

Disclaimer

Travel is personal and each individual's goals and experiences may differ. The Provider will not be bound by, or liable for, any description, photograph, representation or warranty made by or provided by any independent third party sales representative, Travel Agent, or other person or entity relating to any holiday offered by the Provider.

WHAT'S INCLUDED IN THE TRIP PRICE

Guided Holiday

By air-conditioned luxury motorcoaches, minibus or 4x4 vehicles, trains, cruises, ferries and intra-trip flights including light aircraft as described in the respective itinerary. Please note on some regional trips, transfers and sightseeing trips smaller motorcoaches without toilet facilities may be used.

If, due to circumstances beyond our control, motorcoaches are used otherwise than as advertised, a refund of $10 per person will be made.

Toilets may be affected by higher altitude or extreme weather conditions such as freezing temperatures and for the comfort of those on board the motorcoach the toilets may have to be closed. In these circumstances, additional rest breaks will be incorporated into the itinerary.

Accommodation

Prices are per person, based on two persons sharing a room with private bath or shower. Triple rooms may be available on selected holiday in limited numbers. Triple or quad occupancy rooms may utilise rollaway beds and three adults may find these rooms small. This can be confirmed with your local sales agent or online reservation agent.

Every effort has been made to reserve two-bed rooms; however, on some occasions, rooms with one double bed may be the only option available. These rooms will be allocated to solo travellers and couples first; other rooms may feature a single bed and rollaway bed, murphy bed or sleeper sofa. A limited number of twin share rooms are available with our shared rooming service on certain trips. The Provider shall not be responsible or liable for any claims or issues arising out of the shared rooming.

Special room requests (adjacent, connecting or lower-floor rooms, as examples) must be made at time of booking. Special room requests are not guaranteed and are based on availability at time of check-in. Many hotels, lodges and luxury tented camps are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room will result in a fine.

Substitute accommodation may be used sometimes. We try to use those of similar standard. If the standard of accommodation is materially lower, we will refund you the reduction in value. Hotel Frequent Traveller program points are not earned with hotels on Costsaver trips.

	Please note that hotel room sizes, standards, facilities and services provided may vary from country to country and region to region and are often local in style and may not have air-conditioning.
Cruises	Per person prices are based on two persons sharing a cabin with two berths, private shower and toilet. A limited number of single cabins or triple cabins may be available at an extra cost. Availability can be confirmed with your local sales agent or online reservation agent.
Air Transportation	Not included unless otherwise outlined in each trip's itinerary.
Wi-Fi	Complimentary Wi-Fi service is available in the rooms and public areas of most accommodation. In many countries complimentary Wi-Fi is also provided on-board the motorcoaches, however this is not available in all locations. The Wi-Fi on the motorcoaches uses the mobile phone network and as a result the connection will be slower than standard broadband and at times may not be available. Audio and Video streaming is not available using motorcoach Wi-Fi. Please note that it may not be available on train trips, cruises, safari lodges, tented camps or when the main motorcoach is not being used, such as on transfer motorcoaches and other local services. For further information on which countries Wi-Fi is offered in as well as daily data allowances please refer to the website.
Travel Director	Guided holidays are conducted in English by a professional Travel Director or Driver Guide. Mini-stays, Explorers or itinerary extensions are normally not accompanied by a Travel Director and are operated on a locally hosted basis using English-speaking Local Host services unless otherwise described. In the unlikely event that there are fifteen guests or less travelling on a departure, Costsaver reserves the right to operate this departure on an individual basis with private transfers and individual arrangements. Please refer to the individual guided holiday itinerary. This paragraph does not apply to Small Group Tours. Small Group Tours will operate as a guided group departure with a Travel Director, subject to the Minimum Numbers provision applying if the minimum number of guests required for that departure to operate is not met.
Meals	Some meals are included as detailed on trip itineraries.
Sightseeing	Experiences, entrance fees and an English-speaking Local Specialist (when required) are included as detailed in the itinerary pages. Some included activities (marked on the day-by-day itinerary descriptions) require a signed liability waiver; participation in those included activities is at your own risk.
Transfers	Transfers between airports, hotels, railway stations and piers are only included as indicated on each itinerary. Transfers can be purchased for an additional cost in many destinations. There will be no refund for missed or unused transfers, unless our negligence caused you to miss or not use the transfer. If you require and reserve airport transfers and did not purchase your flights from Costsaver, you will need to provide your arrival and departure flight information to Costsaver between 21-65 days before flight departure depending on the destination. It is your responsibility to update Costsaver with any changes to your flight schedule to ensure that you receive your transfers. Failure to do so may result in missing these services and no refund shall be due for missed transfers resulting from missing or outdated flight information.

Luggage Allowances

Due to limited motorcoach capacity, a single bag is allowed with dimensions not exceeding 30"x18"x10" (76x46x25cm) and weight not exceeding 50 lbs./23kg. Carry-on/hand luggage is restricted to one piece per person, not exceeding 12"x11"x6" (30x28x14cm) to fit under your coach seat or in the small overhead compartment. Carry-ons with telescopic handles and wheels will not fit in the overhead compartments or under seats and therefore, cannot be accepted as carry-on luggage. Carry-on/hand luggage handling is the responsibility of each guest and must be taken on and off the coach by you each day of the guided holiday.

Please be advised that stricter luggage allowances may be in place for other methods of transportation such as safari vehicles, flights and cruises. Please confirm with your local sales representative or online reservation agent.

Costsaver and Costsaver's affiliated entities shall not be liable for loss or damage to luggage or any guest's belongings, unless our negligent actions or omissions cause the loss or damage. Guests should immediately report lost items to the Travel Director who will assist in completing a lost property form that can be used for an insurance claim. Costsaver cannot assist in locating lost items after the guest disembarks or completes the Costsaver holiday.

Tips

Tips are included for services on your guided holiday, except to your Motorcoach Driver, Well-Being Director and Travel Director (and outside of the Americas, to your Local Host and Local Specialists) whose tips/gratuities should be extended on a voluntary, individual basis at the end of your holiday. Included tips cover all services provided by dining-room waiters or housekeeping staff.

Tips for cruises and train journeys are subject to other arrangements which may be confirmed with your local sales agent or online reservation agent.

Optional Prepaid Tips

If you have opted to prepay your tips to your Travel Director, Well-Being Director and Motorcoach Driver, this will be detailed within your holiday documentation. We offer this option on the majority of our holiday itineraries. Please check with your local sales representative or reservation agent where this option is available.

WHAT'S NOT INCLUDED IN THE TRIP PRICE

General

Any items and matters not referred to above, including, airfares to and from your destination, air-related taxes and fees (except where specified); additional fees charged by airlines such as checked and/or excess baggage, seat selections and any other services; passport and visa fees; insurances of all kinds; tips to Travel Directors, Local Specialists, Motorcoach Drivers and other; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; and all items of a personal nature.

Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. This list is illustrative and not a complete list of every item not included.

Optional Experiences	Additional/optional experiences are available on your trip and can be purchased for an extra charge during your trip.
Leaving the trip early	The price does not cover costs and expenses, including your return home, if you leave the trip whether of your own volition, our decision to terminate your participation based on your behaviour that in our view does or has the potential to harm the safety of yourself or others or the general enjoyment of others, due to illness, action by any government or other reason.

TRAVEL DOCUMENTS

MYCOSTSAVER

Guests are required to register for their trip at my.costsavertour.com. This only takes a few minutes and means we'll have:

- Your personal details, including your email address and phone number.
- Your emergency contact info and travel insurance details, just in case we need it.
- Your dietary, medical or other special requirements you may have.

Provided full payment has been received on time and registration is completed, travel documents will be available to download in electronic format no later than 21 days prior to travel. You'll also find out where your Costsaver trip will start and exactly what accommodation you'll be staying in – plus the answers to a host of FAQs. We don't print paper documents, and all guests will receive e-docs.

Passports, Visas and other Entry/Exit Requirements

All guests must be in possession of a machine-readable passport valid for at least 6 months after their trip return date, along with applicable visas. Due to government-imposed security/ immigration measures, passport and emergency contact information is required for all guests prior to the release of travel documents.

It is the guest's sole responsibility to secure and/or pay for any and all visas, or Electronic Travel Authorizations (ETAs), affidavits, vaccinations, etc. that are required in order to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities.

You should check with your Travel Agent or Consular Service for information regarding necessary visa and travel documentation for your entire trip. Where possible we strongly recommend obtaining any required visa or documentation prior to departure. Obtaining documentation while travelling can be a time-consuming process and some countries will not issue documentation at the border. For some countries an invitation letter is required from the Ground Handler to send along with the visa application.

Please note that entry to any country may be refused even if the required information and travel documents are complete. The Provider will require full passport information (full name, date of birth, passport number, Nationality, issue and expiry dates) prior to final payment.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your Travel Agent or local consular services. Obtaining and carrying these documents is your sole responsibility.

The Provider bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guest, or for any delays, damages, and/or losses including missed portions of your holiday related to improper documentation or government decisions about entry.

FLIGHT ARRANGEMENTS

Airline Seating

Seats are limited in our contracted class of service and may not be available on every flight. The Provider does not hold block space on any airline and does not assure seat availability for every single trip departure date. Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact the airline(s) directly to arrange seating assignments as well as special meal requests. The Provider does not assure that these requests will be granted.

Airline Schedule Changes

Itinerary changes due to flight delays and schedule changes is solely under the airline's control. The Provider reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellations and schedule changes are the responsibility of the airline. The Provider will not be responsible or liable for such delays or rescheduling and extra charges.

Airline Frequent Flyer Programs

Frequent Flyer miles can be accrued on most air carriers. Upgrades using mileage are not permitted. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by the Provider. It is the guest's responsibility to request frequent flyer credit from the airline. The Provider shall not be responsible for matters concerning frequent flyer miles.

SAILING & CRUISE ARRANGEMENTS

Sailing/Cruise Accommodations

Cruise accommodation is priced on two guests sharing a twin cabin. A limited number of single cabins are available at an extra cost. On Nile cruises triple rooms may not be available.

Sailing/Cruise Fees & Taxes

Your twin share Sailing/Cruise price normally includes an amount covering Cruise Fees & Taxes, and all gratuities to on board cruise personnel. This can be confirmed with your Travel Agent or Online Sales Representative. Cruise Fees, or "Non-Discountable Amount" as referred to by the cruise line, is a mandatory fee charged by the cruise line. That portion of the price is not subject to reduction in a discount promotion, nor commissionable to Travel Agents. Cruise Taxes, as used by the cruise line, refers to certain taxes, fees and charges imposed by governments or quasi-government authorities, relating to any aspect of your cruise, for example, customs fees, head taxes, inspection fees, immigration and naturalization fees, harbour maintenance fees and taxes. Government fees and taxes are subject to change without notice and will apply regardless of your booking's payment status. The cruise line reserves the right to impose or pass through fuel surcharges, security surcharges or other incidental surcharges which we will pass on to you. No right of cancellation exists in these circumstances.

These Cruise Fees, Taxes and gratuities are available online.

Cruise Line Immigration Questionnaire	Some cruise lines require guests to complete mandatory forms 30 days prior to the cruise departure. These are available online from the cruise company.
Shore Excursions	To make your holiday even more memorable, cruise lines offer an extensive program of optional shore excursions. Some cruise lines may allow you to book these online direct with the cruise operator in advance of sailing.
Cabin Assignment	Cabin assignment is strictly controlled by the cruise lines. Please confirm the available options with your Travel Agent.

GOLD SEAL PROTECTION

The Provider's Gold Seal Protection (GSP) plan is payable with your deposit only and is non-refundable and includes:

Pre-departure Cancellation

Cancellation by you for any reason without penalty prior to 30 days from the start date of your trip, either:

(a) if no Force Majeure Event has occurred when you cancel, the value of your Trip Pre-payment will be refunded; or

(b) if a Force Majeure Event has occurred causing you to cancel, the Trip Pre-payment will be converted to a Future Travel Credit (FTC) of the same value.

The FTC must be used for a trip with the Provider or a trip on one of our Travel Corporation sister brands which departs within 24 months of your cancellation and no part of it can be redeemed for cash. If the price of the new trip is higher than the FTC, you will be responsible for the additional cost. If the price of the new trip is lower than the FTC, an FTC for the difference will be provided.

For the purposes of this clause, ***Trip Pre-payment*** *means all funds received by the Provider in respect of the land component of a trip excluding funds for:*

- *additional hotel nights not booked through The Provider*
- *airline tickets (whether included as part of or additional to the trip);*
- *Third Party Travel Products;*
- *the GSP cost;*
- *any related cancellation or rebooking costs; and*
- *any cancellation costs and fees imposed by your travel agent.*

On your trip

Should you, or someone in your booking, leave at any time during the trip for personal sickness reasons or be required to return to New Zealand due to injury, illness or death of an **Immediate** Family Member, you and the person in your booking will be refunded up to $90 per person per day for the unused portion of the itinerary (in some cases hotels require a one-night cancellation fee). A medical certificate in relation to your Immediate Family Member is required.

If you or an Immediate Family Member in New Zealand should fall sick while **you** are on your trip with the Provider, we will take care of the additional cost of tickets for your earlier or later return home in the same booking class of air travel on the first available flight, provided you hold round-trip tickets on the Provider's recommended airline(s) booked through the Provider from New Zealand. A medical certificate issued during the course of your trip in relation to you or your Immediate Family Member is required. Backdated certificates will not be accepted.

*For the purposes of this clause, **Immediately Family Member** means a parent, spouse or partner, sibling or child.*

GENERAL INFORMATION AND CONDITIONS

Trip Prices

All prices are per person in New Zealand Dollars unless specified. Prices are based on costs, charges, tariffs, rates, prices, taxes, levies, exchange rates and other considerations. All are subject to change. For up-to-date pricing contact your Travel Agent or check on our website.

Other Fees and Taxes

Taxes and fees are subject to change without notice and will be confirmed at time of booking. Any additional fees charged by the airlines/ cruise lines such as baggage handling, seat selections, and/or any other services are the sole responsibility of the guest(s). Additional air-related restrictions apply. Any additional government taxes and fees charged by the cruise lines are the sole responsibility of the guest.

Services

We commence providing services to you as soon as we accept your booking and a deposit is paid. This includes work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements.

Minimum Numbers

Some trips are based on a minimum number of persons travelling. If a trip fails to satisfy minimum numbers, the trip may be cancelled or rescheduled. We will advise you at least 30 days prior to the trip's scheduled commencement. If you do not accept the rescheduled trip, then we will pay you a full refund.

Small Group Tours

Certain guided holidays are offered and marketed as "Small Group Tours". Small Group Tours operate with a maximum of 18 guests per departure. Group sizes on Small Group Tours are typically smaller than this maximum, and any average group size referred to in our marketing or website content is indicative only and may vary by itinerary and departure date.

Vehicles used on Small Group Tours may be smaller than those used on our standard guided holidays and may have different accessibility characteristics. Please contact us before booking to discuss your specific needs.

Save where these booking conditions or the relevant trip page expressly state otherwise, all other provisions of these booking conditions – including those relating to deposits and payment, cancellation, Itinerary Variations and our responsibility to you – apply equally to Small Group Tours as to our other guided holidays.

Booking with a Travel Agent

If you book your holiday through a travel agent then you acknowledge and agree that for your booking to be confirmed and maintained, we must have received all payments from you or your travel agent as detailed in the Table. You also agree that your travel agent is independent of the Provider and our control; and that unless expressly authorised by us in writing, we are not bound by or liable for anything affecting us that the agent may or may not do.

Overlapping / Modular Trips

To offer our Travellers more flexibility around when they start and how long they travel for, some of our trips are sections (or modules) of larger itineraries. This means that some of them overlap – for example, some of your group may have already been travelling before you join them, and may continue travelling after your adventure has come to an end.

Age Restrictions

On all guided holidays young traveller s under 5 years of age are not eligible to travel. Young traveller s under 18 years of age must be accompanied by an adult, who will be responsible for their welfare and supervision. Alcoholic beverages will not be served to guests under the legal age for alcohol consumption in the country being visited. Minors under age 18 travelling to certain foreign countries must be accompanied by both parents and have a notarized letter of consent signed by the parent(s) not travelling. Costsaver is not responsible for any losses if you fail to have appropriate documentation. If the other parent is deceased or the child has only one legal parent, a notarized statement must be obtained as proof. Countries have different age limits for the consumption of alcohol and other activities. You must ensure you satisfy the age limits before participating in any activity with age limits (such as the consumption of alcohol) and you release us from all liability and claims arising from your inability to participate in such activities.

Health, reduced mobility, medical conditions/ disabilities and assistance when travelling

Costsaver is dedicated to providing an inclusive travel experience. Please note the following:

- Our trips involve varying degrees of walking, uneven terrain and surfaces, coach steps, embarking or disembarking ships on a gateway, and/or limited rest stops, depending on the itinerary. By booking the trip, you acknowledge that you have reviewed the physical and practical requirements of the itinerary you've selected and that, having done so, you are satisfied that you are able to undertake the itinerary and activities safely, taking into account your own health, mobility and personal circumstances.
- To help us assess and, where possible, reasonably accommodate your needs, please provide details of any physical, medical, accessibility or other support requirements. We can only assess and consider accommodations based on the information made available to us.
- Guests must ensure they are medically and physically able to travel. We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance which we cannot reasonably provide or if you fail to provide a medical assessment with a reasonable time, we may not be able to proceed with your booking. In such circumstances, this will be considered a cancellation by you and cancellation fees and charges will apply.
- Costsaver may impose safety requirements and may exclude an individual from participating in a guided holiday, cruise, or an activity if the individual's participation poses a threat to the health or safety of others. This decision, made solely by Costsaver, to exclude an individual will be based on an individualized assessment based on reasonable judgment that relies on current medical evidence or on the best available objective evidence to determine the nature, duration and severity of the risk, the probability that potential injury will occur and whether reasonable modifications of policies, practices or procedures will mitigate the risk. No refunds will be given if the decision is made to exclude a guest.

- Costsaver does not provide personal devices (such as wheelchairs, hearing aids or prescription eyeglasses). In some trips, motorized scooters are not allowed on guided holidays. Please contact us before booking to confirm.
- Our Tour Directors are responsible for guiding the tour and supporting the overall guest experience. They are unable to provide personal care (including but not limited to eating, toileting or dressing), medical or nursing services, dedicated one-to-one assistance, or physical support such as lifting, transferring or pushing wheelchairs or individuals. If, based on the demands of a trip and your individual circumstances, you would need this kind of assistance to participate safely, we may recommend — or in some cases require — that you travel with a companion able to provide it. If you are uncertain about the physical demands of a specific trip, please contact us or your Travel Agent before booking — we're happy to provide further detail so you can make an informed decision.
- Costsaver does not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the guest's expense. Costsaver is not responsible or liable for losses or costs incurred due to unavailability of medical services, or medical services obtained while on holiday, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area. You are encouraged to purchase medical insurance that will cover you while on holiday. Your regular health insurance benefits may not apply abroad.
- During the guided holiday or cruise, Costsaver may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities which Costsaver does not control. Costsaver cannot guarantee disability access or accommodations for guests travelling on international guided holidays.

Costsaver may, in its sole discretion, decline booking any guest or remove any guest who cannot comply or refuses to comply with Costsaver's terms and conditions. If this occurs, you are responsible for the cost of travel back to your hometown and Costsaver shall not be liable for your losses and no refund shall be provided.

Travel times on our trips vary from day to day depending on the destination. For your comfort we make regular stops and try to keep each section no longer than 3 hours. However, depending on your medical history, some people may be at risk of discomfort or deep vein thrombosis (DVT) if they remain immobile for a long period on a journey. If you have had DVT, pulmonary embolism, a family history of clotting conditions, cancer, or treatment for cancer, stroke, heart or lung disease, or if you have had major surgery in the past three months, we recommend you consult your doctor before travelling.

Special Requests

Any dietary requests, special meal requirements including allergies or any other special request, must be provided at the time of booking and are received on a request basis only. The Provider cannot assure that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled. Although we will endeavour to pass any reasonable requests on to the relevant supplier, this is not confirmation that the request will be met. All requests are subject to availability. It is also your responsibility to double check and reconfirm any requirements with all holiday suppliers.

Trip Participation

You agree to accept the authority and decisions of our employees, Travel Directors and agents while on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, a local supplier or hotel manager), your health (including impact of an epidemic or pandemic), level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any of our other guests) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you.

Many Optional Experiences are operated by independent third-party suppliers, not the Provider. These are not part of the holiday package provided by us. Your contract will be with the operator of the experience. We are not responsible for providing the experience, or anything that happens during the experience. Some experiences involve outdoor activities and/or can be physically demanding and may require signature of a waiver. You must make your own decisions about experiences and participate only in activities that suit your physical ability: we suggest that you speak with your medical provider if you have questions about your abilities. We recommend you check whether any insurance you have also includes your participation in adventure activities you may undertake.

Behaviour

The Provider is here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our guests. We will refuse to deal with and, acting reasonably may terminate the holiday of guests who assault our staff, suppliers or fellow guests or who are abusive or aggressive to them and are generally affecting the enjoyment of others with their behaviour and you may be barred from future trips with the Provider and The Travel Corporation family of brands. This may include (but is not limited to):

(a) verbally abusive or offensive language towards anyone;
(b) bullying behaviour;
(c) inappropriate or abusive behaviour including uninvited physical contact, harassment, violence or threat of violence;
(d) excessive consumption of alcohol or intoxication;
(e) the possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor);
(f) failure to comply with the Provider's (including a representative's) reasonable direction;
(g) conduct which, in the Provider's reasonable opinion, is not compatible with other guests' general enjoyment and well-being or the smooth operation of the trip;
(h) the possession, carriage or use of dangerous items (such as weapons);

(i) breaking the law of the Country in which you are travelling; and
(j) any behaviour or conduct which brings the Provider into disrepute or damages its goodwill.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your travels with the Provider. We reserve the right at any time and at our discretion to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) guest may incur as a result of the travel arrangements being terminated.

You must immediately report any significant and obvious pre-existing damage in your room to accommodation staff and/or a Travel Directors. If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. The Provider is not responsible for any costs incurred concerning a guest removed from a trip or aircraft, ship or train. Guests agree not to hold the Provider or any of its related entities liable for any actions taken under these terms and conditions.

Itinerary Variations

The Provider strives to improve trip itineraries, services and features. If improvements can be made, or if circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. If prior to the commencement of your trip we become aware of any significant change that has a material effect on the value or characteristics of services, then we will advise you and give you the option to accept the changed services (and we will pay you an amount reflective of the reduced value of the service) or you may elect to terminate your booking in which case we will provide a full refund. If you do not make an election within 7 days of our notice, you will be deemed to have accepted the changes. At certain peak periods multiple departures may operate, sometimes in reverse order; accommodation may vary from those stated on the itinerary pages. On trips which include cruises, the ship may be changed for operational reasons. Departures in early and late season are potentially operated in cool weather conditions. As a result, itinerary variations may occur. Certain activities may not be precisely as described or may not be available due to seasonality or weather conditions or other circumstances beyond our control including COVID-19 restrictions and precautions. This may include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on

the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment and leisure options and limited food/drink availability. If your enjoyment may be diminished by such limitations, please check with us or your Travel Agent before making a reservation. Please take this risk into consideration when booking your trip.

Changes due to National/Public Holidays

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by the Provider seeking to reduce inconvenience to guests. Such changes are deemed not to be a major change to the itinerary, and the value of the alternative services we provide which you accept will be deducted from any compensation you may be entitled to. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances, please check with the respective national tourist office before selecting a specific departure date.

Pre & Post-Trip Accommodation

If you arranged with us to remain at a destination before or after your trip, your stay will be at your sole expense as is the transfer to either the hotel or airport. Please speak to your Travel Agent or our reservations team about our pre and post-trip accommodation. Availability is limited. Breakfast and luggage handling is not included unless otherwise noted. The Provider does not provide complimentary transfers for guests booking pre and post-trip accommodations unless otherwise stated. However, airport transfers can often be purchased from the Provider. If your extra night accommodation is not the hotel where your trip begins or ends, you will be responsible for your transfer arrangements at your own expense.

Arrivals and Departures

It is essential to allow at least one day before and after your trip if you are joining your trip in Europe. Please speak to your Travel Agent or our reservations team about our pre- and post-trip accommodation available in London hotels.

For Your Comfort

The Provider enforces a strict no smoking (including e-cigarettes) and no alcohol policy on board motorcoaches. Regular comfort stops are made on travelling days. Many hotels, restaurants, trains, cruises and other venues are 100% smoke free. The Provider operates a daily seat rotation system.

Disclaimer of Warranties

The Operator warrants only that the services shall be generally, though in view of the vagaries of travel, not necessarily precisely, as described, and subject to changes and the other terms and conditions herein. To the maximum extent permitted by law, all other warranties, express and implied, including warranties of fitness for a specific purpose and merchantability are expressly excluded. There is no warranty that extends beyond the description of the face hereof.

RESPONSIBILITY

Changes

The Operator shall be responsible to the guest for supplying the services and accommodations described in the itinerary, except where they cannot be supplied or the itinerary is changed due to

delays or other causes of whatever kind or nature beyond the Operator's control. In such circumstances, the Operator will seek to supply comparable services, accommodations and itineraries and there shall be no refund in these circumstances.

Disclaimer of Liability

To the maximum extent permitted by law, neither the Provider nor the Operator nor its agents or affiliated entities ("released parties") shall be responsible or liable for cancellations, acts of other service providers, diversions or substitution of equipment or any act, variation, postponement, omission or default by air carriers, land carriers, hoteliers or hotels, transportation companies, or any other persons providing services or accommodations to guests not under the exclusive control of the released parties including any results thereof, such as changes in services, accommodations or facilities. Nor shall they be liable for loss or damage to baggage or property, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error, omission default or negligence of any person not its direct employee or under its exclusive control, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. To the fullest extent permitted by law, the released parties shall not be liable for indirect, special or consequential damages.

Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by the negligence of the released parties.

All baggage and personal effects are at all times and in all circumstances at the risk of the trip participant. Baggage insurance is recommended. After return at the end of the trip, if lost articles are found and returned to the owner, a service fee will be charged. The carriers, hotels and other suppliers who provide services on trip are independent contractors; they are not agents, employees or servants of the Operator or its associated companies. All certificates and other travel documents for services issued by the Operator are subject to the terms and conditions specified by the carriers and suppliers and to the laws of the countries in which the services are supplied. Carriage by sea is subject to the Carrier's Conditions of Carriage which are expressly incorporated into this contract, copies of which are available upon request. The released parties are not responsible for any criminal or other conduct by third parties, whether criminal, intentional, grossly negligent, negligent or otherwise. You are responsible for ensuring that you keep all of your travel documents safe and that they are available for inspection.

Additional Risks

Additional risks may arise including, but not limited to, hazards of travelling in undeveloped areas, hazards of travel by boat, train, bus, car, truck, aircraft and other means, animals, forces of nature, unrest, differing levels of sanitation, differing safety standards, risks associated with water, drinks, food, plants, insects and animals, diseases and transmission of disease to you or members of your family or party, accident or illness in areas of difficult evacuation or poor medical facilities, acts of governments; all occurring during the trip or while coming to or returning from the trip. You are voluntarily participating, knowing there are risks. You agree to accept any and all risks. This release and discharge of liability, assumption of risk and agreement not to make a claim is entered into on behalf of you and all members

of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Safety

Where the guest occupies a motorcoach seat fitted with a safety belt, neither the Provider nor the Operator nor its agents or co-operating organisations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

International Treaties

Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time guests are not on board planes, transportation or conveyances. We rely on international convention which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all the benefits of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage.

Travel Corporation NZ Ltd's Limited Role

Travel Corporation NZ Ltd is only responsible for the services of reservations and ticketing. It does not accept any responsibility or liability for any of the acts, omissions or default, whether negligent or otherwise, of any of the companies of the The Travel Corporation group of companies. All matters arising in relation to the services provided by Travel Corporation NZ Ltd but in respect of other things are subject to the law of New Zealand.

Errors and Omissions

In the case of computer or human billing errors, we reserve the right to re-invoice guests and their Travel Agents with correct billing.

Every effort is made to accuracy of our brochures and website; however, the Provider cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances. Moreover, photographs and descriptions of locations or attractions are merely representative of conditions that existed at time of brochure printing and conditions may not be the same at the time of your journey.

The airline(s) featured or nominated in our brochures or website do not by virtue of their endorsement commit or represent themselves either as contracting with any purchaser of a holiday from the Provider or as having any other legal relationship with them.

All bookings made with any provider of any transport, facilities, meals, other goods or of any services are subject to terms and conditions and exclusions and/or limitations of liability imposed by them in relation to matters not covered particularly and expressly by your agreement with the Provider.

If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirement of any government or governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees. None of the companies in the Travel Corporation group of companies, or any of their staff or agents, accept any responsibility or liability for your acts, omissions, defaults, conduct, state of health, condition or circumstances.

COMPLAINT PROCEDURES & CONSUMER PROTECTION

Complaint Procedure

If you have a problem during your holiday please inform our Travel Directors/Local Representative immediately, who will try to make things right. Such assistance may include providing information on health services, local authorities and consular assistance as well as arranging communication and/or making alternative travel arrangements. We may charge a fee for these services where you have caused the problem intentionally or by your own negligence. If the matter was not resolved locally, please write to the Guest Relations Department at the address provided in your travel documentation within sixty (60) days of the end of your holiday with us, as it is important that you provide us the information quickly. Please quote your booking reference number and all relevant information. Failure to follow this procedure may delay or deny us the opportunity to investigate and rectify the problem, which may affect the way your complaint is dealt with and your rights under this contract.

In any legal action, arbitration, or other proceeding to enforce, interpret or construe the terms of this Agreement, or concerning any grievance relating to the trip, the prevailing party shall be entitled to recover actual reasonable attorneys' fees, costs and expenses.

Data Protection

To process your trip booking, the Provider will need to use personal information for you and guests in your booking. Personal information may include each guest's name, address, phone number, email address, passport number, and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organisations, and otherwise as required by law. The Provider will process your personal data in accordance with applicable New Zealand data protection laws, including the Privacy Act 2020. Full details of how we handle your data, including your applicable privacy rights and any international transfers, are set out in our Privacy Policy on our website. We may need to provide personal information to contractors who provide services to or for us (e.g. sending mail, providing marketing assistance, etc). This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of protection of personal information. In making your booking, you consent to your personal data being passed to relevant third parties as set out above.

We may also use the personal information you provide us to review and improve the guided holidays and services that we offer, and to contact you (by post, email and/or telephone) about other guided

holidays and services offered by the Provider that you may be interested in. If you don't want to receive this information, or if you want a copy of the personal information we hold about you, write to us at TRAVEL CORPORATION NZ LTD, Suite 17.2, 1 Albert Street, PO Box 68640, DX: CX 10201, Auckland, 1010, New Zealand. A fee may be charged for supplying you with this information as permitted by law.

Photography, Recording and Privacy

Photography, Recording and Privacy

During your trip, your Tour Director or official photographers travelling with the group may take photographs or video footage that includes you. We handle all such content in accordance with applicable data protection laws. By booking with us, you acknowledge that content may be captured as described below.

Group Photos and Incidental Content

If you object to any use of your image in group or tour content at a later stage and we accept your objection, we will cease future use and take reasonable steps to remove the content from platforms within our control. Please note that content already published in print materials or shared by third parties may remain in circulation, and we cannot guarantee its complete removal.

Individual or Featured Use

If we would like to feature you individually in any content, including social media posts, promotional videos, or advertising campaigns, we will always obtain your prior written consent before doing so. You are completely free to decline, and doing so will not affect your trip or experience in any way.

We will never use a photo or video in which you are individually recognizable in paid advertising without your prior written consent, regardless of how the content was originally captured.

Withdrawing Your Consent

Where you have given written consent for individual or featured use of your image, you may withdraw that consent at any time by contacting us at privacy@ttc.com. We will act on your request promptly, though content already published before your request may remain in circulation and prior lawful use is unaffected.

Please note that where you appear as part of a wider group and are not individually identifiable, this would not ordinarily constitute your personal data and withdrawal of consent may not apply. Where content can reasonably be removed, we will do our best to help.

Your Use of Recording Devices

You are welcome to use your personal camera or mobile phone for private photography and personal video recording during the tour. We do ask, however, that you are mindful of the privacy of those around you and that you comply with applicable local laws at all times.

Out of respect for everyone travelling with you, please do not record, photograph, film, or live stream other travellers, your Tour Director, driver, local guides, or any other person without first asking their permission. When using any recording device during your trip, you are

responsible for: (1) obtaining any necessary consent from other guests, staff, or individuals before recording them; (2) complying with local laws regarding photography, audio recording, and drone use; and (3) not using recordings of others for any purpose without their permission.

Specialist Recording Devices

Some devices may capture content without others being aware, including smart glasses (e.g. Meta Ray-Ban), action cameras or body-mounted recording devices, and any device capable of recording or live translating conversations. If you use such devices, you are responsible for ensuring that others are aware you are recording and for obtaining any consents required by applicable law.

Drones

Drone use is heavily regulated in many of the destinations we visit and may require permits or be prohibited entirely in certain locations, including near historic sites, airports, city centres, and hotels. If you plan to travel with a drone, please check the rules for every destination before you travel.

Drones may not be used during group activities or at any venue included as part of your tour package. You are solely responsible for ensuring your drone use complies with all applicable local laws and regulations. The Provider is not responsible for any confiscation, fines, or legal consequences arising from your use of a drone.

Non-Compliance and Liability

If your use of a recording device is causing concern for other travellers or our team, your Tour Director may ask you to stop. If this continues, the situation will be escalated in line with the Behaviour section of these Booking Conditions and may result in removal from the tour without a refund.

You are solely responsible for any confiscation, claims, damages, or legal consequences arising from your possession or use of any recording device during the tour. The Provider accepts no liability for your use of recording devices or for any content you capture.

OTHER CONDITIONS

Each guest is required to comply with the terms, conditions, requirements, laws, rules and/or regulations of any service provider, or any country or governmental authority, and shall be liable for any such non-compliance.

Booking Arrangements

Your booking arrangements can be made through your Travel Agent, an online booking agent or with the Provider directly. When you make a booking, you must be at least 18 years of age at the time of booking. You are guaranteeing that you understand and have the authority to accept and do accept on behalf of yourself and all members of your party the terms of these booking conditions. We will deal only with the lead booking name in all subsequent correspondence and dealings. You are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party,

notifying us of any changes or cancellations and for receiving correspondence and keeping your party informed.

Additional Optional Experiences

With the Provider, you will enjoy many famous highlights as included features on your trip, at no extra cost. An exciting array of additional optional experiences and activities may be made available to further enhance your experience. These experiences and activities are optional and are offered at special preferential prices. In some locations they can be pre-booked before your trip otherwise they can be booked during the trip. A detailed list and cost of these will be included in your travel documentation as well as available on the Provider website once they have been confirmed for your itinerary. You can book and pay for them through your Travel Directors. Optional experiences and activities may vary due to seasonal conditions and often require minimum guest participation. Prices are subject to change without notice. Please also see the relevant section of "Trip Participation" regarding limitation (exclusion) of our liability for optional experiences and activities operated by independent third-party suppliers.