



"Building Memories One Vacation At A Time"

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CST 2104989-40

Crystal & Clear Travel Terms & Conditions

This is an Agreement between Customer and Crystal & Clear Travel and use of this Web site constitutes your acknowledgement that you have read, and agree to, the terms and conditions of use presented herein. If you do not agree to any part of these terms and conditions, you must not access or use this site in any way.

1. **Responsibility:** Crystal & Clear Travel, tour operators, cruise lines, lodging providers, car-rental companies, ground operators, and any other suppliers of travel services shown on your itinerary are not responsible for the acts or omissions of such suppliers or their subcontractors or their failure to provide services, adhere to their own schedules, or honor their contracts.

2. **Hazards:** We have no special knowledge regarding foreign entry requirements, unsafe conditions, health hazards, weather hazards, supplier bankruptcies, or the suitability for disabled persons for any portion of any tour. For foreign entry requirements, go to http://travel.state.gov/travel_warnings.html. For State Department travel advisories, go to http://travel.state.gov/travel_warnings.html. For foreign health requirements and dangers, go to <http://www.cdc.gov/travel/index.htm>. You hereby release us from any claims resulting in whole or in part from any problem covered in this paragraph and any other causes not within our control.

3. **Proof of Citizenship:** Passengers are responsible for proper proof of citizenship, and may be required to purchase a passport and visas for travel outside of the United States.

4. **Limitation of Refunds:** All airlines impose cancellation and change penalties up to 100% for many discount rickets. All tour operators cruise lines, and some resort hotels impose cancellation and change penalties, too. Please view the applicable rules before you make your reservation. Group travel has its own cancellation and change penalties.

5. **Delays:** Flight delays are very common today. If your flight is delayed for any reason, the airlines are not required by law to pay for your en route expenses, such as meals, hotels, taxis and phone calls.

6. **Check Your Itinerary:** As soon as you receive your booked itinerary, check it thoroughly to make sure it is correct as to dates, times, fares, and rates.

7. **Reconfirmation:** Schedule changes are quite common today. We urge you to re-check exact flight times prior to departure and prior to your return.

8. **Package Trips:** If you book a trip, we must collect the tour operator's or cruise line's deposit when reservations are made. The amount of the deposit, the refund allowed, and the times for canceling vary according to the tour operator or cruise line. We do not endorse or recommend any particular tour operator or cruise line; our role is strictly limited to facilitating the booking. After you finish your booking, we will send you any agreement required by the travel services supplier, along with a request that you sign that agreement and return it to us. In the event of any inconsistency between that agreement and this agreement, the latter shall govern.

9. **Fuel Charges:** Cruise lines may charge a fuel surcharge (charged per person / per day). Cruise line fuel surcharges are additional and their cost may vary by cruise line, and can change up to or until the sailing date. Ships Registry: Bermuda, Great Britain, Marshall Islands, Bahamas, Panama, Norway, Liberia, Italy, Wallis & Fortuna, and Netherlands.

10. **Online Pricing:** Sample prices are per person, based on double occupancy, and do not include taxes, fees, fuel surcharges, gratuities, resort fees, or airfare unless otherwise noted. Prices, fees, and other restrictions are subject to vendor policies. All offers, including but not limited to, bonus amenities, upgrades, prices, and group benefits are based on select dates, ships, resorts, room categories, and / or fare codes. All products and offers are subject to availability, capacity-controlled, and subject to change without notice. Cancellation penalties, blackout dates, and other restrictions may apply. Savings shown are based on vendors' published brochure rates. Offers may not be combined with other offers. Offers are applicable on new bookings only. Cancelled and / or rebooked vacations do not qualify. Additional restrictions may apply.

11. **Special Rates:** Travelers receiving special rates based on residency, age, military, union, etc., will be required to show an appropriate and / or government-issued form of identification (i.e. passport, birth certificate, driver's license, etc.) upon check-in to validate the applicable discount. If a traveler does not provide proper identification they will either be denied at check-in or will be charged the current standard price.

12. **Charter Trips:** If your package trip involves a charter flight or if your vacation involves an air-only charter night, federal regulations require that you also sign the charter operator's participant agreement, which will be mailed to you. It is extremely important that you realize that, for charters:

- A. Departure times (both going and returning) can change at the last minute. These delays legally can be as much as 48 hours (approximately two days late).

B. Your flight may be advertised as non-stop; however, the operator may legally change the routing and make intermediate stops at the last minute.

C. The charter operator may legally-substitute types of aircraft and even airline at the last minute. Charter aircraft are generally not as comfortable as the scheduled aircraft.

D. The charter operator generally takes no responsibility for baggage it is not unusual to have luggage misplaced.

E. Charter trips have very stiff cancellation penalties. No one plans a trip with the idea of canceling; however, sometimes that becomes necessary and you must understand what to expect or not to expect in the way of refunds.

F. Usually, no frequent flier miles are accrued.

G. Advance seat assignments are frequently not available.

13. **Final Payment:** For all vacation trips, you must have made full payment before we release the tickets or documents.

14. **Service Fee:** If a service fee is charged, the fees cover the costs incurred by CRYSTAL & CLEAR TRAVEL in servicing your travel reservation.

15. **Non-Use of Coupons:** In the event that you purchase a ticket or tickets containing flight coupons that you may or may not use, we do not guarantee that the airline will honor the ticket or tickets, and you agree to indemnify us against airline claims for the difference between the full fare for your actual itinerary and the value of the ticket that you purchased.

16. **Information on Website:** You agree not to use or authorize the use of this information for any purpose other than personal use, and not to engage or authorize anyone to engage in the resale, redistribution, and use of the information on this website for commercial purposes. Third-party links and pointers are included solely for your convenience, and do not constitute any endorsement by us and/or our suppliers. Any software that is on this website including HTML codes and software made available to download from this website ("Software") is our copyrighted work or the copyrighted work of our suppliers or licensors Crystal & Clear Travel and Gold Country Cruise are our trademarks. Other product and company names mentioned herein may be the trademarks of their respective owners.

17. **Power of Attorney:** As our client, you hereby appoint us to be your attorneys-in-fact for the purpose of signing all documents necessary to purchase and issue airline tickets,

tours, cruises, and hotel guarantees for late arrival. You authorize any of the attorneys-in-fact to sign credit card authorizations for said purchases whenever any of them receives an Internet booking request reasonably believed to be from you or someone acting on your behalf, requesting those tickets be charged to this credit card account. You agree that you will pay for all such purchases and will not hold us responsible for any of our actions pursuant to this power of attorney.

18. **Taxes:** Taxability and the appropriate tax rate vary greatly by location. CRYSTAL & CLEAR TRAVEL'S actual tax cost paid to the vendor may vary from the tax recovery charge, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel, automobile, etc. by our customer. Certain jurisdictions impose a hotel occupancy tax or other type of transaction tax upon the renting of a hotel room, an automobile, etc. The type of tax charged by the vendor will vary by service and location. Air-inclusive prices do not include government imposed taxes and fees, including but not limited to a September 11th Security Fee, U.S. or international government imposed taxes and fees, Federal Excise Fees, among others. Some carriers charge additional fees for checked bags, fuel surcharge, meals, etc. Please check the carriers' Web sites for details.

19. **Errors or Omissions:** We carefully monitor all of the information presented on our Web site; however, we are not responsible for any errors or omissions resulting in inventory, content, images, or pricing discrepancies. The information shown, including any pictures is for informational purposes only.

20. **NO WARRANTIES:** THE CONTENT, CODE, ACCESS, AND OTHER FEATURES OF THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF ACCURACY, RELIABILITY, MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY SUCH FEATURES WILL OPERATE UNINTERRUPTED OR IN AN ERROR-FREE FASHION, THAT DEFECTS \ WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

21. **NO CONSEQUENTIAL DAMAGES:** IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING W1THOUT LIMITATION LOST PROFITS AND COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, ARISING OUT OF YOUR USE OR INABILITY TO USE ANY CONTENT OR FEATURES, OR YOUR FAILURE TO ACCESS OR CLICK-THRU ACCESS ANY CONTENT OR FEATURES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

22. Modification of These Terms and Conditions: CRYSTAL & CLEAR TRAVEL reserves the right to change the terms, conditions, and notices under which this Web site is offered and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your use of CRYSTAL & CLEAR TRAVEL's Web site and facilities.

23. Indemnification: You agree to defend and indemnify CRYSTAL & CLEAR TRAVEL, its affiliates, parent and subsidiary companies and/or their respective suppliers and any of their officers, directors, shareholders, employees, representatives, independent contractors and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by

- 1) You or on your behalf in excess of the liability described above; or
- 2) By third parties as a result of
 - a) Your breach of these Web Site Terms, Conditions and Notices or the documents referenced herein;
 - b) Your violation of any law or the rights of a third party; or
 - c) Your use of this Web site.

24. Exclusive Jurisdiction: All suits in connection with, or incident to, this Agreement shall be litigated, if at all, in the courts of the Country of USA, State of California, Sacramento County, to the exclusion other courts of any other state.

If any provision of these terms and conditions is found to be unenforceable, such provision shall still be enforced to the fullest extent of applicable law and shall not affect the enforceability of the remaining provisions. The foregoing terms and conditions represent the entire agreement between you and CRYSTAL & CLEAR TRAVEL.