



[17220 Newhope Street #203, Fountain Valley, CA., 92708, USA @ 800.795.1633](http://www.valueworldtours.com)

Terms & Conditions

The following Terms and Conditions, govern the relationship between you, the passenger, and us, Value World Tours Inc. They outline our payment and cancellation policy, certain limitations of liability and other items specific to our programs. These terms affect your rights for litigation, governing law, forum and jurisdiction; please carefully read these terms and make sure you understand your rights and obligations as well as our rights and obligations. By booking and paying for any of our tours or cruises you agree to be unequivocally bound by these Terms and Conditions. For your peace of mind we strongly recommend you purchase Travel Insurance (ours or others). *Value World Tours, Inc. - in the following text = VWT.*

RESERVATIONS: Reservations are accepted by phone, fax, email or online at: www.valueworldcruises.com

You can call us directly, Monday-Friday 9-5 pm PST at **(800) 795-1633** or contact your travel agent. Please note that confirmations are issued only upon our receipt of your initial deposit.

DEPOSITS & PAYMENTS (all amounts quoted are PER PERSON in \$ USD)

A non-refundable deposit is due at the time of reservation.

- All programs: \$250 per person must reach us within 7 days of the reservation to confirm space*
- *Mekong/Myanmar/India Cruises: \$500 per person to reach us within 7 days of the reservation
- Additional deposits may be required for airline tickets, if requested.

FULL & FINAL PAYMENTS:

All reservations: Due at 121 days prior to departure

Late Payment: If there are any outstanding balances due by the Final Payment Due date listed on your invoice, all travel services will be subject to **automatic cancellation**. A service reinstatement fee of \$50 will be added to your invoice and must be paid in advance in order to apply for reconfirmation of services.

Last Minute: All reservations must be made no later than **60** days prior to departure and must be paid in full.

Form of Payment: US Dollar check, bank check, money order, wire transfer, major credit cards or debit cards. All payments made within **60 days** of departure must be made electronically by wire, e-check, credit or debit card. Credit card charges will be accepted by phone or online for non-refundable deposit requirements. Final payment will be processed upon submission of a completed **Credit Card form** or online. **Third-party credit cards are not acceptable**. Payments made by wire transfer must include an additional \$25 wire transfer fee. There is a \$50 fee for returned checks.



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Credit Card Refunds: Refunds are processed to the credit card(s) originally used for payment, up to the total amount paid, with any remaining balance paid by US Dollar check.

Passports and Visas: Passengers are responsible for ensuring that they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports must be valid for at least 6 months **beyond** the dates of travel. Some countries require a full blank page in the passport for stamping purposes. **Any information provided here, pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements.**

Documents: Provided full payment is received no later than your Final Payment Due date, documents will be sent via email **20 to 10 days** prior to the onset of services. If paper documents are requested when e-documents are available, documents will be delivered via FedEx/UPS or similar, approximately 14-10 days prior, and a fee of **\$25** will apply per address. A complete street address is required (no PO boxes).

PRICES: Prices are **per person based on shared twin room occupancy**. Single supplements are listed separately. Prices do not include items of a personal nature such as phones, laundry, souvenirs, liquor, wines, water, beverages, food other than the table d 'hotel menus, passport and visa fees, insurance, and foreign port taxes and/or fuel charges, unless specifically indicated in the package inclusions. Prices are correct at time of publication; however, as foreign currencies and/or fuel and airfares fluctuate daily and classes of service may have limited capacity, tour package prices and availability will change accordingly. In case of human or computer error, VWT reserves the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided VWT receives a written cancellation within seven days of the price increase notification.

CANCELLATIONS & REFUNDS:

IF YOU CANCEL:

Once a partial or full payment has been made, cancellations will only be accepted in writing. Email your cancellation to bookings@valueworldcruises.com including your **reservation number, full passenger name, destination and date of travel**. If you do not receive an acknowledgement call us at (800) 795-1633 to ensure your information was received. Cancellation terms will be applied based on the date that the written cancellation is **received by us** and based on the following dates prior to departure.

Cancellation fees apply to packages and/or services as indicated below. Package cancellation fees **exclude airfares where separate airline cancellation policies will apply**. Instant Purchase Airfares are always subject to 100% penalty in which case only the remaining land/cruise package will be subject to the fees below.

ADMINISTRATIVE FEE: Once we receive your initial deposits they are not refundable in case you cancel, regardless of the reason. This fee reflects only our costs of administering the reservation and subsequent



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cancellation, re-stocking the inventory, paying supplier cancellation penalties and/or covering the costs of reselling the space at last minute notice. The fee is not intended to be punitive in any way. We realize the majority of those who cancel their reservations do so out of necessity. *Travel Insurance is therefore, strongly recommended.* To receive a refund, your air tickets, cruise tickets and land vouchers must be returned to Value World Tours, Inc. Any applicable refunds will be processed within 60 days **after our receipt** of your written cancellation and/or return of any required paper documents.

CANCELLATIONS received:

Up to 121 days prior to departure: \$250/\$500 (Mekong/Myanmar/India) - loss of deposit
120 to 91 days prior to departure: 25% of the total program cost
90 to 61 days prior to departure: 50% of the total program cost
60 to 31 days prior to departure: 75% of the total program cost
30 to 00 days prior to departure: 100% of the total program cost

Instant Purchase Airfare, Group Tour Airfare:

Instant Purchase Airfare: 100% of airfare

Group Tour Airfare: 100% of airfare

Reservation Changes:

Changes to an existing reservation, whatever the cause, will incur a **\$50 per person charge** plus any additional supplier fees. This includes name changes* and removal of any services such as optional tours and transfers.

****Please note that name changes to airline reservations are subject to full cancellation and rebooking as per each airline policy. Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to cancellation penalties, and is not covered by this Reservation Changes policy.***

Changes or additions after departure are subject to local rates at the time of amendment and must be paid directly by the passenger to the service provider.

DEVIATIONS AND INDIVIDUAL SERVICES:

Please note that we are a cruise/tour wholesaler/operator. We handle large volumes of passengers primarily through Travel Agents, Group Tour Organizations and other Wholesalers. As such, we cannot handle individual passenger requests outside of the programs offered as outlined in our brochures. This includes individual deviations from set itineraries, hotel extensions outside of the featured City Packages, domestic ground transportation, FIT arrangements or similar. If you have special requirements that **do not specifically** pertain to our cruise or tour program, please communicate your needs to your local Travel Agent or Group Organizer and have them handle your requests separately. **NOTE: Any deviations and arrangements that we are asked to handle that are not part of our programs will require an up-front handling fee of \$50 per person/ per transaction (plus actual costs).**



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IMPORTANT NOTE: Once any tour or cruise programs commence there will be no refunds for missed or unused portions. Once purchased, no refunds can be made on visa costs, Price Protection or Travel Insurance.

IF WE CANCEL: We reserve the right to withdraw and/or cancel a specific departure date or whole cruise or tour series due to lack of participation or for reasons beyond our control such as government restrictions, natural disasters, acts of war, terrorism, acts of God or similar. If such an unlikely event should occur, we will offer an alternate departure date or tour/cruise program. Should you decline an alternate date or program or should we cancel the cruise/tour outright, the limit of our liability to you will be the refund of all monies received, including any cancellation penalties. We will not be liable, however, for costs incurred by you but not paid through us including but not limited to; visa and passport costs, travel insurance costs, items of a personal nature, domestic transportation either by ground or air you arranged yourself, nor will we be liable for any psychological damages, traumas, stress, disappointment, personal and financial loss and/or similar resulting from our change of departure date or cancellation of a tour or cruise series. For additional details please see the Force Majeure clause outlined separately.

Children: All children under 18 must be accompanied by an adult. Minimum suggested age for children is 12. Discounts for children sharing a room as third person may apply. Accompanying adults are responsible for the safety of their children including providing any necessary safety equipment (such as infant/child seats) where appropriate. Please note that many countries have adopted practices to prevent international abductions of children. If a person under the age of 18 years will be travelling with an adult other than his/her parents, or with only one parent, ***a notarized letter written by the parents, or non-travelling parent, granting authorization to travel, including the dates of travel should be carried.***

SINGLE TRAVELERS:

Most programs offer a limited number of single rooms or cabins, subject to availability. Please note that in most overseas hotels and on ships, single rooms and cabins may be smaller than regular twin rooms. You are paying for privacy not for better accommodations. On most ships, supplements reflect use of twin cabins for single occupancy. Please see individual program rate charts to determine single supplement costs.

TRAVELERS WITH DISABILITIES:

In order to fully enjoy your cruise or tour, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring **any form of assistance**, including travelers with physical disabilities, sight or hearing impairments, are required to notify VWT prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow



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instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their personal safety. VWT reserves the right to reject participation or remove any individual from a tour in the event that notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to **all guests**. Any and all related expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be borne by the passenger/s. Escorted tours are fast-paced, often requiring lengthy walks over uneven terrain. River cruises in some destinations dock in uneven terrain. In the interests of group harmony, clients must be able to maintain the pace of the tour.

Wheelchairs & Walkers:

International Tours: Hotels, sea and river cruises outside of the United States are not required to comply with standard USA ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, wheelchairs and walkers must be collapsible to pass through doors, while motorized scooters may not be taken aboard motor coaches and river cruises.

Service Animals: Service animals cannot be accommodated on international tours or cruises.

Airline Bookings: VWT, through its subsidiary [ValueAir.com / YouGoAir.com](https://www.valueair.com), can offer a choice of airlines and airfares as a convenience to our passengers, but we cannot be held responsible for the services and policies imposed by the airline selected. Airline schedules and flights are subject to change without notice. We act only as the agent for the airlines and will not be responsible for penalties incurred for tickets, international or domestic, not issued due to schedule and/or flight changes.

Airline Contact Information: Pursuant to TSA and other Security requirements, passengers are responsible to provide VWT with their name **exactly as it appears on their PASSPORT including; passport number, date of issue, date of expiration, date of birth, gender, address & phone number - via email, fax or mail**. Passengers must ensure that **ALL names are correctly spelled and listed on their invoice**. VWT will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

Airline Name Changes: Any name change including **minor spelling corrections** may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be from **\$350 per change to as much as the full value of the airline ticket plus a \$50 revision fee**. VWT will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing to: bookings@valueworldcruises.com



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Airline Taxes & Surcharges: If you purchased airfare, airline taxes and surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government-levied taxes and fees and/or increased surcharges. To avoid potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. **Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable.** Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our presentations and pre-departure documentation.

Airline Tickets: Once full payment is received, airline tickets will be issued and are **fully non-refundable.** Should airline tickets require to be issued earlier than the Final Payment Due date, you may be required to pay a larger non-refundable deposit and/or complete full payment. Once issued, Published Instant Purchase Airfare tickets normally may be changed prior to the departure date and the airfare applied toward travel within 12 months of the original date of issue for a fee of \$350 or more plus any difference in airfare; specific fees and policies may vary by airline. **Please note that some airlines do not accept all major credit cards for payment of Published Instant Purchase Airfare.**

Airline Seat Assignments: As a courtesy service, airline seat assignments may be requested on your behalf. However, please note that **some airlines and/or fare types do not allow for pre-seating and require this be done at airport check-in only.**

Airline Frequent Flier Programs: Passengers are responsible to contact their airline directly regarding mileage eligibility and accrual. Airline frequent flier programs determine whether to award miles in part or total based on their own rules which are updated frequently. Some discounted or promotional airfares as well as some code-share flights are not eligible for mileage accrual. Some private airfares are not eligible for mileage or may qualify for reduced mileage, even if the same airline class of service is eligible for full mileage when sold as an "Instant Purchase" published airfare. **Not all published airfares are eligible for mileage.** Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport check-in desk. After travel has commenced, it is often not possible to apply for frequent mileage credit. Passengers are also responsible to determine whether previously earned mileage may be applied to flights to secure upgrades. For all Frequent Flyer related questions, you as the Frequent Flyer member must interact with the airline directly, to resolve any and all issues.

Airline Schedule Changes: In the event of an airline schedule change, VWT will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. VWT is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. VWT will **not provide compensation** for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passenger's responsibility to advise us of amended flight details in writing. VWT cannot be held responsible for land services, including arrival and/or departure transfers, **if flights are delayed by more than 1 hour or changed without our knowledge.**



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Airline Baggage: Checked bags for international flights are typically limited to a total dimension of 62 inches by adding length + width + height (example: 26"+26"+10" = 62"), and a maximum weight of 50 lbs (23kg). Note that on **foreign domestic or short haul flights these weight limitations may be different and lower.** For specific requirements of your airline and for a complete list of fees, please see your specific airline. **Many airlines now apply charges for checked bags.** VWT is not responsible for checked bag fees, excess luggage or weight charges levied by an airline. If your luggage is lost or damaged by the airlines, a baggage claim form **MUST** be filed with the carrier before leaving any airport. **Any complaint or compensation requests must be requested directly by the passenger to the airline in question.**

Hotel Accommodations: All rooms on our programs are standard twin-bedded (two single beds) or queen bedded rooms with private facilities, unless you have specifically requested and paid for an upgraded room category. Special requests such as bed types, smoking preference and connecting rooms are subject to availability. **Room selection in all cases, unless otherwise reserved, is strictly at the discretion of the hotel's management on a run-of-house basis.** Triple rooms consist of standard twin beds or one double bed plus a sofa/folding bed or cot for third person; a fee may be charged by the hotel for the addition of a cot/rollaway. Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size. Although available at most 4 and 5 star hotels, use of air-conditioning abroad differs greatly from the United States. Many European and Asian hotels were built before central air-conditioning was introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. All hotel rates are based on our agreements with suppliers and are not negotiable. Hotel check-in time is generally **not before 3:00 p.m. and check-out time is prior to noon.** Please be sure that adequate arrangements for accommodations have been taken into consideration when a late night flight is being used. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

Hotel & Cruise Profiles: Our hotel and cruise ship profiles are based upon information provided to us by hotel and cruise ship partners and their representatives, including images and descriptions of individual properties. Star-ratings may differ from country to country. VWT does its best to maintain current information, however we cannot be responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

Meals: Are as specified in each itinerary. Meals are based on the hotel's or ships restaurant's buffet or set menus. In general, beverages are not included, unless specifically stated. Although VWT cannot make any guarantees, every effort will be made to honor special dietary requests submitted in writing.



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Transfers: Transfers are provided as indicated for each tour by car, minibus, or motor coach, provided airfare is purchased from VWT. If you purchase a land-only cruise - tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, you will have the option to add transfer services to your reservation. **Your arrival transfer is guaranteed for up to one hour from your scheduled arrival time in order to compensate for minor delays.** VWT or the transfer company will not be responsible for flight delays, for any reason, beyond one hour from your originally scheduled arrival time. In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, **it will be your responsibility to make other transfer arrangements such as a taxi. Transfer costs are not refundable and any additional expenses will be your responsibility.** The cost of a transfer is more expensive than hiring a taxi, as our transfers may include round trip service, or 'dead-leg', meaning that drivers must come to the airport, hotel or pier only to pick you up and necessarily lose a one-way fare. Often, the places of call (airports, seaports, hotels) demand entrance and parking fees, where drivers may have to wait for up to an hour. While not employees of VWT, drivers are reliable and work year-round for our clients.

Sightseeing & Itinerary: Will be operated by motor-vehicle, its size dictated by the number of participants. VWT tours and cruises have been designed to accommodate individuals as well as groups. The number of participants may vary during the tour, as we accommodate travelers arriving on different airlines and on different days of the week. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter what the number of tour participants. On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, affecting the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations, however we will decide, based on the conditions, whether to amend an itinerary. VWT itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

Optional Sightseeing Tours: A limited selection of optional sightseeing tours are available for purchase at any time until 60 days prior to departure. Those associated with escorted and river cruise programs will be available for purchase locally based upon availability. Some optional tours require a minimum number of participants and may not be operated; in such cases, the tour company will notify you locally, and you will receive a full refund upon your return home. **Optional tours may be conducted in more than one language.**



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Non-Operation of an Escorted Tour: Escorted tour packages are based upon a minimum number of participants. Cancellation of any tour for lack of participation will be advised at least 60 days prior to the tour's departure, and all money will be refunded. VWT will not be held responsible for any costs relating to the issuance and/or cancellation of airline tickets or visa fees. Voluntary cancellations due to political instability, acts of terrorism, government intervention or US State Department warning will be subject to all cancellation fees, provided the program is deemed by VWT and our suppliers as able to continue.

Group Harmony: To ensure the desired group synergy, VWT reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be borne by the passenger. All unused services are non-refundable.

RIVER & SEA CRUISES:

Cabin Assignments: Depending upon the vessel, **cabin categories** may be assigned at the time of reservation. Assignments are subject to change. **Final cabin numbers will be provided with final documents.** Please note that all vessels reserve the right to amend cabin assignments once onboard, without prior notification, due to malfunctions or otherwise. In case a passenger is downgraded, VWT will refund the costs of upgrade fees upon the passengers return home. Shore excursions which are not included in the cruise package may only be purchased aboard the ships unless an optional tour package is available for advance purchase. **Please note that in some less developed destinations, optional tours may only be purchased for cash. In some cases ships may charge service fees for use of credit cards.**

Ship & Itinerary Changes: Cruise itineraries and ships are subject to change without notice. Furthermore, cruise ships may be chartered and/or departure dates canceled, in which case all monies will be refunded. VWT takes no responsibility for ship substitutions or itinerary changes imposed by a cruise line and will not be responsible for any losses you may incur including the issuance and/or cancellation of airline tickets or visa fees.

Inability to Sail:

Neither VWT or the owners or operators of the vessels shall be liable for delay or inability to sail or perform, due to any condition caused by or arising from water level, strikes, lockout, civil or labor issues, explosion, fire, collision, vessel breakdown or damage to the vessel, its hull, machinery or fittings. Neither shall be responsible for issues caused by or arising from civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, epidemics or the threat thereof,



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inability to secure or failure of supplies including fuel, Acts of God, or other circumstances beyond their control. In such cases, part or all of the cruise itinerary may be operated by motor coach and accommodations provided by hotels. If this becomes necessary, we will endeavor to provide equal or similar services. However no tour will be canceled and no monetary compensation will be made for those changes. **See Force Majeure.**

FORCE MAJEURE:

As with any and all travel arrangements but especially with sailings on various world-wide waterways, cruising **carries with it an inherent risk which you as a passenger must accept when considering this form of travel.** Therefore, in case of any and all unforeseen circumstances including but not limited to: weather conditions, low or high waters, lock schedules, acts of God, government actions, political turmoil, disease, strikes, terrorism, general break down of equipment, closures or black outs of certain attractions listed in the program or similar, we and/or the Owners/Operators of various vessels offered in our programs reserve the absolute right to change and/or alter any specific sailing date or a series of departure dates including implementing any of the following; a) Substituting vessels of same or similar quality, b) Operating portions of the sailing program via motor coach/ hotel accommodations to replace ship schedules, c) Substituting listed attractions with those of same or similar quality without prior notice. **The vessel operators also reserve the right to cancel any particular sailing date or series of departures, for reasons outlined above, lack of participation or for any other reasons beyond their control.** In the unlikely event of a cancelled sailing date, in conjunction with the vessel owners/operators, we reserve the right to offer an alternate date or dates within the same sailing season without further liability. If not acceptable to passengers for appropriate reasons, we reserve the right to extend full credit for monies received for a cancelled sailing and apply it to any other sailing dates and destinations. If none of the alternatives are workable, the limit of our and the vessel owner/operator responsibility will be the refund of all monies received for the cancelled sailing within 60 days of the final written cancellation received from the partner/passenger. Under no circumstances will we or the owners/operators of vessels be liable for any expenses not paid through us, including any airfares, delays, cancellations or changes and any air ticketing fees that may be applied due to such changes, any additional ground transportation or extra accommodation surcharges, travel insurance, visa fees, taxes, psychological trauma and/or lost business income or revenue, or other incidental expenses incurred to the Passenger as a result of our or vessel owner/operator cancellation of a specific sailing or series of sailings. ***Travel insurance is therefore, strongly recommended!***



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PASSENGER TICKET CONTRACT – CRUISE PORTIONS:

Please note that we act only as representatives for all of the listed vessels in our programs and in case of any disputes between passengers and vessels they will be governed by the Ticket Contract of the shipping company or owner of the vessel in question.

PARTIES TO THIS CONTRACT:

This Contract is an agreement between you, as passenger, and the following entities and their affiliates, subsidiaries, and parent companies, as known to us at the time of printing: Kompas International as the Operator of the m/y “Adriatic Queen” and m/y “Prestige”, Adriatic Cruises; CruiseAway, Denmark as operator of the m/s “River Navigator” & “Danube Discovery II”; Breeze Fleet, owner/operator of the “Dnieper Princess”, Ukraine; Crucemundo, Spain, operator of the m/s “Bellejour”; Mosturflot, Moscow as operator of the MS “Sergei Yesenin” and “Ilya Repin”; Wuhan Yangtze Cruise Company, China as owner of the MS “President” 6 & 8; Rivage du Monde, operator of “Prestige 1 & 2” & “Mekong Adventurer”; Mekong River Cruises; Pandaw Cruises, Burma as owner of the “Kalaw/Kindat” Pandaws & “Indochina & Orient Pandaw”; Asam Bengal Navigation, India as owner of the RV “Sukapha” and the “Raj Mahal”. Golden Nile Travel, Cairo, Egypt, owner/operator of the M/S “Farah”, M/S “Radamis II” and other Nile vessels.

VESSEL & ACCOMMODATION:

We reserve the right to substitute, without previous notice, a comparable or superior vessel. If this should occur, we are not responsible for any losses you may incur as a result. If a reserved berth is not available, we may substitute accommodations of an equal or superior class or provide a full refund of the Cruise fare, but we shall not incur any other liability for failure to provide the reserved berth.

GENERAL CARRIER LIABILITY:

The provisions and limitations of the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1947 (the “Athens Convention”), the International Convention on Limitation of Liability for Maritime Claims, 1976 (the “1976 Convention”) are incorporated on each Passenger Ticket Contract. Where the terms of the Passenger Ticket Contract conflict with any applicable mandatory provision of law or international convention, including, where applicable, the Strasbourg Convention on the Limitation of Liability of Owners in Inland Navigation Vessels, 1988 (the “CLNI Convention”), the provisions of that law or convention prevail. Copies of all applicable Conventions are available online. For full disclosure and details on your rights under any of the aforementioned conventions, please consult the internet.

EUROPEAN RIVER CRUISES: This Agreement governs the relationship between you, the passenger, and the owner and/or operator of the river cruise ship as well as their affiliates, subsidiaries and parent companies and also their respective employees (collectively, the "Operator"). The provisions of the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea (1974) and the International Convention on Limitation of Liability For Maritime Claims (1976) are incorporated in this Agreement except where the terms conflict with any mandatory provision of law or international convention, including, where applicable, the



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Strasbourg Convention on the Limitation of Liability of owners in Inland Navigation (1988), in which case the provisions of that law or convention prevail. The Operator shall be liable in accordance with the provisions and limitations of the 1974 and 1976 Conventions which, in most cases, limit liability for death, personal injury, and lost or damaged property. 1974 limits actions to be taken within a period of two years. Notwithstanding, in no case shall an action be brought after the expiration of a period of three years from the date of disembarkation of the guest or from the date when disembarkation should have taken place, whichever is later. The Operator shall not be liable for lost or damaged valuables, except where such valuables have been deposited with it for the purpose of safe-keeping in which case the Operator shall be liable up to the limit provided for in the Conventions. Where any of the Conventions permit, Operator may apply a deductible. Nothing contained in the Agreement shall be construed to deprive the Operator of the benefit of Subtitles II and III of Title 46, United States Code, or of any other Convention, Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability.

PRICE CORRECTIONS/PASSENGER RESPONSIBILITY

Value World Tours reserves the right to correct promotional or pricing errors at any time, or to increase the program price in the event of cost increases due to changes in airfares, cruise fares, currency fluctuations, entrance fee increases, increase in fuel costs, taxes or similar. We also reserve the right to withdraw and/or cancel a tour or cruise, or to make changes in the itinerary, routing or schedule of events whenever, in our sole judgment, conditions warrant it, or if such conditions and/or changes result from circumstances beyond our control or we deem it necessary for the comfort, convenience or the safety of the passengers. Purchase of our Price Protection is strongly recommended. We also reserve the right to decline to accept or retain any person as a member of a cruise/tour at any time should such a person's health, behavior or attitude, in our sole judgment, impede the operation of the cruise/tour program or affect the enjoyment of the program by other passengers. If such a person is asked to leave the cruise/ tour while in progress, any related costs will be the responsibility of that individual.

Medical Services:

Many ships do not carry a doctor or nurse onboard. If they do (Russia/Ukraine) doctors can only provide basic medical services. Should additional medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. VWT and the cruise ship operator are not responsible for the services provided.

Health Requirements: Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control (www.cdc.gov) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed



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to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will be borne by the passenger. Travel protection plans will only consider coverage with documentation and receipts for services provided by legally qualified health-care facilities, and in accordance with policy terms. Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

Travel Safety Advice: We strongly recommend that tour participants review the destination country's specific information at <https://travel.state.gov/content/passports/en/alertswarnings.html>.

Travel Suggestions including Tipping: Complete packing and tipping guidelines can be accessed on each of our program's website presentation, under "Tips on Travel". Log on to: www.valueworldcruises.com

COMPLAINTS AND REFUND REQUESTS: In the unlikely event of a customer complaint, all customer service issues must be submitted in writing and must be delivered to us no later than 30 days upon your return. **Claims submitted after 30 days will not be honored.** Claims for refunds of undelivered services must be accompanied by payment receipt(s) and local documentation. There will be no refunds for unused package tour services or features, including missed transfers due to airline changes and/or missed flights, unused meals, missed sightseeing tours, unused entrance fees, and accommodations. **Airline flight cancellations and delays for any reason are not the responsibility of VWT.** Please submit your claims directly to the airline. Eligible airline tickets may only be refunded once the original paper coupons are returned via a trackable overnight package; e-tickets do not need to be returned. Lost paper tickets have no refund value. Complaints regarding a hotel's standards or amenities should be addressed directly with the hotel's management. Refunds are not normally considered by hotels if they were not given an opportunity to address those complaints locally. ***Processing of claims will take up to eight weeks from the date VWT receives relevant documents.***

Refunds for payments made by credit cards are processed to the credit card(s) originally used for payment, up to the total amount paid, with any remaining balance paid by US Dollar check. These terms may not be changed by anyone other than **an authorized representative of VWT and must be documented in writing.** VWT is not obliged to guarantee promises (written or verbal) made by local hotel staff, tour guides, or any other persons not under direct employ of Value World Tours, Inc.



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DISCLOSURE:

Value World Tours, Inc., is a for profit, tour/ cruise operator. Our principal place of business is: Plaza Del Lago Bldg., 17220 Newhope St. #203, Fountain Valley, CA, 92708 USA. Our phone number is (714) 556-8258 our FAX number is: (714) 513-1777 and our general email is: value@valuedworldcruises.com Our other DBA's are; ValueRiverCruises.Com, ValueCruises.net, VWTours.com, ValueAir.Com, YugoAir.Com, RiverCruises.Net, GlobalToursandCruises. Others may be added as circumstances dictate.

RESPONSIBILITY:

The responsibility of **Value World Tours, Inc.** and its affiliated partner companies is strictly limited. As a tour operator, Value World Tours organizes, promotes and sells tour programs consisting of certain travel services, including surface, air and water transportation, sightseeing excursions and cruise/ hotel accommodations that Value World Tours purchases or reserves from various suppliers (collectively, "Suppliers"). **Value World Tours does not own or operate any of these Suppliers.** The Suppliers providing travel services for Value World Tours' tour programs are independent contractors and are not agents or employees of Value World Tours. As such, Value World Tours is not responsible for any negligent or willful act or failure to act by any Supplier or of any third party. Some tours include visits to shops and merchants. Value World Tours is not responsible for any purchases you make during your trip, whether that merchant is part of the scheduled itinerary or not. By utilizing the travel services of the Suppliers, you agree that you will look to such Suppliers for any accident, injury, property damage or personal loss to you or to those traveling with you and that neither Value World Tours nor any representative of Value World Tours shall be liable. To the extent that Value World Tours is involved in booking air and/ or cruise transportation for you, Value World Tours acts as your agent and not as an agent of the air carrier and/or cruise line. For all other purposes, Value World Tours does not act as an agent for any party whatsoever. Without limitation, Value World Tours is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provisions of, or failure to provide, any goods or services occasioned by or resulting from but not limited to—acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes of other means of transportation or for the failure of any transportation mechanism to arrive or depart on time, sanitation problems, lack of medical care, or for any other cause beyond the direct control of Value World Tours.

PASSENGER AGREEMENT – OUTLINED BELOW

By paying for a tour or cruise, all passengers agree to formally accept VWT Terms & Conditions, Release from Liability, Assumption of Risk and Binding Arbitration Agreement. Passengers booking online will be required to confirm their acceptance of this Passenger Agreement at the time of booking. Passengers booking via telephone will be provided a verbal review of the Passenger Agreement. Customers who are unable to receive and complete their Passenger Agreement via email may request the Agreement be provided via fax or mail. Travel documents may be delayed or withheld without a confirmed Passenger Agreement.



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RELEASE FROM LIABILITY:

Value World Tours, Inc. its shareholders, directors, officers, employees and affiliates, (collectively "VWT") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, VWT is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, VWT is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, diseases and dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Value World Tours, Inc. ***By paying for your travel or cruise program you unconditionally agree that you are travelling at your own choice and risk and agree to release VWT from any negligence or liability.***

ASSUMPTION OF RISK:

I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure.

I /we hereby accept and assume full responsibility for any and all risks of illness, injury or death and agree to hold harmless and release VWT from claims of third party negligence.

I understand the physical requirements of the activity in which I/we will be participating, and I/we currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize VWT or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity, without my further consent.



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VOLUNTARY PARTICIPATION:

I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current VWT catalog and supplements or brochures or website relating to the trip, together with all information contained in this application. **I am voluntarily participating in this trip with knowledge of the hazards involved.**

BINDING ARBITRATION: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law and will take place in VWT principal place of business, which is Fountain Valley, County of Orange, California. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

APPLICABLE LAW: This relationship shall be governed by the laws of the state of California, U.S.A., to the exclusion of the courts of any other state and country. Any claims against Value World Tours must be arbitrated in the State of California, in the county of our principle place of business, which is Orange County, city of Fountain Valley. The sole exceptions to this choice of forum shall be for any claim relating to the ownership and/or operation of any airline or cruise ship, for which venue shall be in accordance with the Passenger Ticket Contract governing passage on the applicable air carriers or cruise ships, as outlined on their Passenger Ticket Contracts.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Value World Tours, Inc. and agree to it of my own free will. By checking the Passenger Agreement box, I agree to these Travel Terms & Conditions and VWT's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

PHOTOGRAPHIC RELEASE:

VWT and its representatives may take photographs or videos of its trips for sales and marketing purposes and trip participants hereby grant VWT permission to do so and to use the same for promotional or commercial use without prior approval or payment of any compensation to the participant.



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USE OF WEB SITES: WWW.VALUEWORLDCRUISES.COM, WWW.VWTOURS.COM, WWW.YUGOAIR.COM

Agreement between Customer and Value World Tours, Inc.:

Our web site is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of any of our web sites constitutes your agreement to all such terms, conditions, and notices.

Liability Disclaimer: The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. **Value World Tours, Inc.** may make improvements or changes on this or any other associated web site at any time. In no event shall VWT be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this web site, or for any information, products, and services obtained through this web site, or otherwise arising out of the use of this web site.

Links to Other Web Sites: www.ValueWorldCruises.com may contain hyperlinks to web sites operated by parties other than VWT. Such hyperlinks are provided for your reference only. VWT does not control such Web sites and is not responsible for their contents.

BUSINESS INTEGRITY

As a wholesale tour and cruise operator we have been in business since 1992 and one of the first tour companies to comply with the California Sellers of Travel law, requiring us to have a trust account or bond.

We are proud to be a member of the California Seller of Travel. Our registration number is #1000020/10. We are also proud members in good standing of IATAN, ASTA, CLIA and TOP since 1992 and strive to conduct our business to the highest standards of professionalism in the industry.

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