

# Booking Terms and Conditions



The purchase of your travel booking constitutes a contractual agreement between the traveler(s), customer(s), and/or purchaser(s) (collectively as "**You**" and "**Traveler**"), and Preferred Travel Partners (PTP), dba Rockstar Adventures (RSA) pursuant to the following terms and conditions:

**TRAVEL AGENT:** PTP and RSA acts as a travel agent only. We sell various travel-related products on behalf of numerous transport and accommodation service providers, including, but not limited to, airlines, coach, rail, cruise line operators, and hotels. PTP does not own, operate, manage, or control these independent suppliers of services and is not liable for their acts or omissions. PTP's obligations to you are to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services, nor do we have the authority to make any warranty or representation regarding their standard. Requests cannot be guaranteed. All bookings are subject to the terms and conditions and limitations of liability imposed by these travel service providers. You understand that your legal recourse is against the specific provider, not PTP or RSA. Conditions can change rapidly in a country at any time. It is your responsibility to check the USA Government Travel advisories for your intended destination at <https://travel.state.gov/content/travel.html>.

**IMPORTANT CONDITIONS:** Prices are subject to increase prior to the time you make full payment. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. By making any payment, you expressly acknowledge your acceptance of these conditions (i.e., increases before full

payment and increases attributable to government-imposed taxes or fees after full payment will be your responsibility) applicable to your purchase.

**CANCELLATION:** Please be aware that most travel bookings are non-refundable and cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Where we incur any liability for a cancellation fee or charge for any booking that you cancel, you agree to indemnify us for the amount of that fee or charge.

**DEPOSIT AND FINAL PAYMENT:** You will be required to pay a minimum deposit per person when booking. This deposit may vary from time to time. The service provider may require further deposits. All deposits are non-refundable unless clearly stated on PTP and RSA's website and/or promotional items. Final payment is required no less than 120 days prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking. PTP accepts cash, checks, debit card, or credit cards (AMEX, Visa, MasterCard, or Discover). Should you wish us to charge your credit card, we may require you to read and sign a credit card charge form set out in the receipt.

**CREDIT CARD TRANSACTIONS:** If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against PTP or RSA, and in the event that payment has been made to PTP by credit card, you agree that you will not seek to charge back your payment to PTP. If the credit card is passed through to the travel service provider and you seek to chargeback your payment from the provider, you agree to be held liable and indemnify PTP against this chargeback from the provider, including without limitation any air debit memos charged to PTP.

If PTP incurs any costs, including but not limited to attorneys' fees to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to PTP via Venmo, Zelle, eCheck or cash immediately.

**TRAVEL PROTECTION:** For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. However, no representation or description of the insurance made by PTP to you constitutes a binding assurance or promise about the insurance. PTP is not an insurance company and has no responsibility for the submission, payment, or adjustment of any insurance claims. Any insurance claims that may fall under the relevant travel insurance policy must be submitted to the insurance company identified in the policy.

**ADDITIONAL FEES:** Additional taxes and surcharges that cannot be pre-collected may be charged locally by car rental agencies, hotels or other suppliers. Most properties and vehicle rental/leasing companies require a credit card imprint at check-in.

**RESPONSIBILITY:** We always do our best to make sure your travel arrangements are satisfactory. However, PTP, RSA and its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns do not own or operate any entity that provides goods and services for your travel, including without limitation lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers, or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to PTP or any of PTP's affiliated entities.

**LIABILITY:** PTP and RSA are not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. In addition and without limitation, PTP is

not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services, whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities or amenities, such as air-conditioning systems in public places, hotels, and motor coaches may not be up to U.S. standards. If due to weather, flight schedules, or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers, and meal costs. Baggage is entirely at owner's risk. You may see the name Rockstar Adventures affixed to motor vehicles, on signs around the hotel, or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by PTP or RSA in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that PTP is not liable for any consequential loss or damage.

**PASSPORTS:** All individuals departing from the United States of America must be in possession of a valid passport. Please check that your passport is valid for at least 6 months beyond your intended travel time. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination. You are responsible for confirming with the United States Department of State or the representative government agency of the country to which you are traveling to confirm the requirements for visas and/or other requirements for admission to your destination. Any fines, penalties, payments, or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility.

**REAL ID:** Beginning October 1, 2021, if you plan to use your state-issued ID or license to fly within the U.S., it is your responsibility to make sure it is REAL ID compliant. If you are not sure if your ID complies, please check with our local state department of motor vehicles, or visit [www.tsa.gov/real-id](http://www.tsa.gov/real-id).

**TRAVEL DOCUMENTS:** Travel documents include, without limitation, airline tickets, hotel vouchers, tour vouchers, or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions such as, but not limited to, being non-refundable, non-date-changeable, and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates, and timings may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates, and timings on your documentation will be your responsibility if we are not advised at the time of booking. Please reconfirm your flights at least 24 hours prior to departure.

**HEALTH AND SPECIAL REQUIREMENTS:** It is your responsibility to ensure you are aware of any health requirements, health advisories, or health travel restrictions applicable to your travel destinations and to ensure that you carry all necessary vaccination documentation. PTP or RSA are not responsible for providing you with this information. Travel carriers and

local authorities at travel destinations may require specific testing prior to boarding and/or upon arrival at your destination, including, but not limited to, a temperature check as a result of the COVID-19 pandemic. You may be denied entry onto your carrier and/or entry upon arrival at your destination, or be required to self-quarantine at your destination and upon your return to the United States. You must comply with local government regulations. Additional costs are your responsibility. Check with the Center for Disease Control and Prevention for current information prior to and during your travel. [www.cdc.gov](http://www.cdc.gov).

**FLIGHT CONFIRMATION:** We strongly suggest that clients reconfirm exact flight times with the carrier prior to departure. Air travelers are required to check in at least 2 hours prior to departure time for domestic flights and 3 hours for international flights and must report to the gate at least 30 minutes prior to departure time. Failure to comply may result in the loss of the seat to another passenger.

**INTERNATIONAL FLIGHTS:** Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transport disinfection website. (<https://www.transportation.gov/airconsumer/spray>)

**REFUSAL OF SERVICE:** Service providers reserve the right to refuse service to travelers at their sole discretion, including, without limitation, if the traveler: (i) Lacks proper documentation for the country of destination; (ii) Has a contagious disease; (iii) Is under the influence of alcohol, drugs, or narcotics; and/or (iv) Manifests disruptive and/or unruly behavior. PTP and RSA assumes no liability for the acts of the service provider in refusing service.

**PRIVACY POLICY:** RSA is committed to protecting the privacy and confidentiality of your personal information. PTP or RSW will not share any personal information with any other traveler and only with suppliers when requested.

**GOVERNING LAW:** The construction, validity, and performance of these Terms and any disputes between the parties shall be governed by and construed according to the laws of the State of Florida, without giving effect to its conflict of law principles, and any federal laws applicable therein. Both parties submit to the exclusive jurisdiction of the courts of the State of Florida with respect to any legal proceedings relating to these Terms.