

Terms and Conditions

→ Introduction.

Welcome to Entertainment Travel Group!

Important Notice to passengers: the terms and conditions in this agreement govern your trip booking, and where applicable. These terms and conditions collectively referred to as the “passenger agreement” constitute a legally binding contract and the entire agreement governing the relationship between you and the company. there is no verbal or written representation, warranty, prior agreement or description of services other than as expressed here.

By submitting User-Generated Content (“Content,” which includes but is not limited to photographs, text, video, audio, and your name, likeness, and/or user handles for social media platforms), and/or by consenting to ENTERTAINMENT TRAVEL GROUP and/or its subsidiaries, partners, and affiliated companies (collectively, “ENTERTAINMENT TRAVEL GROUP Parties”) using content you have posted to a social media platform (including, but not limited to, Twitter, Instagram, and Facebook), you agree to be bound by all sections of the Terms and Conditions.

These Terms and Conditions, as may be modified and amended from time to time, sets forth the legally binding agreement by and between:

- (a) Entertainment Travel Group LLC located at 5950 Lakehurst Dr, Suite 217, Orlando, FL 32819, USA (“Entertainment Travel Group”, “We”, “us” or “our”); and
- (b) a passenger (“You”) that enters and uses the platform Entertainment Travel Group Accessible via the www.etravelgroupusa.com website and subdomains (the “Site”) to search for and/or book sightseeing tours and activities and other related services (the “Tours”) through Entertainment Travel Group and/or the Site.

Read the following terms and conditions carefully before accepting.

→ Acceptance of These Terms and Conditions.

You hereby represent and warrant that:

- You have read, understand, and agree to comply with and be bound by these Terms and Conditions;
 - You are an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country in which You are established;
 - You are able to enter into legally binding contracts;
 - You are not forbidden by Entertainment Travel Group to access and/or use the Site;
- and

- If you take additional participants to your Tour, You agree and warrant that the participants, or their legal guardians, have read and agreed to these Terms and Conditions, including, but not limited to, the Acceptance or Risk and Waiver Liability, Disclaimer, Limitation of Liability and Your Liability and Indemnification sections, which apply to all participants, as if the term “You” was a reference to the participants.

If You do not agree to be bound by these Terms and Conditions, You may not access and/or use the Site, and should not participate in a Tour.

These Terms and Conditions should be read together with the Cancellation Policy and Privacy Policy, as they are incorporated by reference into these Terms and Conditions.

→ **Definitions.**

- The word “you” or “passenger” refers to each passenger booking, purchasing or traveling on a tour, including any accompanying minors, and all of the passenger’s heirs, successors in interest and personal representatives.
- "Company" or the term "we" or "us" means Entertainment Travel Group LLC, a Florida limited liability company, and all affiliated companies, including its subsidiaries and partners.
- “Suppliers” are independent third party providers of services
- “Tour Operator” or “Operator” means the actual Entertainment Travel Group entity acting as the tour operator, for your booking.
- “Trip” means the tour package you booked with us. This Trip includes the base (main tour) plus any booked pre- or post- trip tour extension you have purchased and any optional tour you purchased either beforehand or while on your Trip.

→ **TOUR OPERATOR.**

We are a “tour operator.” This means that we organize, promote, and sell tour programs consisting of certain travel services that are provided by independent third parties (“Suppliers”) . All travel activities and services provided in connection with, before, after or during your tour or cruise including but not limited to hotels, restaurants and other food providers, tour guides (Trip Experience Leaders and Program Directors), local guides, ground operators, providers of optional tours and shore excursions, or transportation of any kind by any vessel, aircraft, bus or other mode of transportation, are provided, owned and operated by independent third party contractors whose employees, facilities, products and services are not subject to our supervision or control.

→ **Scope of Entertainment Travel Group**

We operate the Site, which is an online marketplace platform that allows us to upload and publish our Tours and allows you to search for Tours (using a variety of filters), post reviews and keep in touch with us.

We are constantly updating our Site and its functionalities. Therefore, we may modify and/or remove any functionality on the Site and/or introduce new ones from time to time.

→ **General.**

ENTERTAINMENT TRAVEL GROUP may now or in the future offer visitors to the Website the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Website (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein ("User-Generated Content" or "Content"). ENTERTAINMENT TRAVEL GROUP may do this through forums, blogs, message boards, social networking platforms, social communities, email, and other communications functionality. ENTERTAINMENT TRAVEL GROUP may additionally request consent from you to use Content you have posted to social media platforms, including but not limited to Twitter, Instagram, and Facebook. By submitting such User-Generated Content to ENTERTAINMENT TRAVEL GROUP, or by consenting to the ENTERTAINMENT TRAVEL GROUP Parties using Content that you have posted to a social media platform, you agree that the ENTERTAINMENT TRAVEL GROUP Parties may use, reproduce, copy, distribute, publish, exhibit, digitize, publicly display, alter, edit, manipulate and otherwise use your Content via any means and in any medium, including but not limited to social networking platforms and websites owned or controlled by ENTERTAINMENT TRAVEL GROUP and its subsidiaries, partners, and affiliated companies, and in other print, audio, and video advertising done by or on behalf of ENTERTAINMENT TRAVEL GROUP and its subsidiaries, partners, and affiliated companies.

- **Non-Confidentiality of Your User-Generated Content.**

Except as otherwise described in the Website's posted Privacy Policy or any Additional Terms, you agree that (a) your User-Generated Content will be treated as non-confidential and non-proprietary, and (b) ENTERTAINMENT TRAVEL GROUP does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon ENTERTAINMENT TRAVEL GROUP request, you will furnish us with any documentation necessary to substantiate these rights and verify your compliance with this User Agreement or any Additional Terms.

- **License to ENTERTAINMENT TRAVEL GROUP of Your User-Generated Content.**

User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, manufacturing, and marketing products and/or services. In order to further effect the rights and license that you grant to ENTERTAINMENT TRAVEL GROUP to your User-Generated Content, you also hereby grant to ENTERTAINMENT TRAVEL GROUP the unconditional, perpetual, irrevocable right to use your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights you have granted in Section 3, this Agreement, or any additional terms on the ENTERTAINMENT TRAVEL GROUP Privacy Policy by submitting User-Generated Content or by consenting to the use of your Content posted to social media platforms, and you agree that you shall have no right of approval, claim to compensation (including, but not limited to, license fees and/or royalties), and no claim (including, but not limited to, claims for invasion of privacy, defamation, right of publicity, copyright infringement, or trademark infringement) arising out of any use in accordance with these Terms and Conditions by ENTERTAINMENT TRAVEL GROUP or its subsidiaries, partners, and affiliated companies. Notwithstanding this provision, you understand and agree that the ENTERTAINMENT TRAVEL GROUP Parties are not obligated to use your Content in any way,

and that the ENTERTAINMENT TRAVEL GROUP Parties may, in their sole discretion, remove your Content, or any portion thereof, from the ENTERTAINMENT TRAVEL GROUP Parties' websites, advertising materials, and/or social media platforms.

→ **Representations and Warranties Related to Your User-Generated Content.**

Each time you submit any User-Generated Content to ENTERTAINMENT TRAVEL GROUP or consent to the use of your Content that you have posted to any social media platform, you represent and warrant that: (a) you are 18 years old or older; (b) you have the legal right to post and/or submit the Content; (c) that if any Content depicts any minor under the age of 18 years old, you are the child's parent or legal guardian or have all legal and proper consents from the parent or legal guardian; (d) that neither the Content nor the use of the Content by the ENTERTAINMENT TRAVEL GROUP Parties will infringe upon or violate the rights of any other person or entity, including but not limited to rights of publicity, privacy, copyright, and trademark, and that such use is lawful; (e) that you are the sole author and owner of the Content, or that you have the lawful right to grant to ENTERTAINMENT TRAVEL GROUP the rights to the Content that you are granting by these Terms and Conditions, without any obligation of the ENTERTAINMENT TRAVEL GROUP Parties to obtain consent or permission from any third party; (f) that the Content is not indecent, obscene, tortuous, defamatory, slanderous, or libelous; and (g) that ENTERTAINMENT TRAVEL GROUP use of the Content will not violate these Terms and Conditions, cause injury or harm to any person or entity, or violate any law, ordinance, or regulation.

→ **Indemnification and Limitation of Liability.**

You hereby agree to indemnify, defend and hold harmless ENTERTAINMENT TRAVEL GROUP from and against any and all claims, lawsuits, demands, actions or other proceedings of any kind brought against it by any third party and from any and all damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by ENTERTAINMENT TRAVEL GROUP in connection with or

arising from any such claim, lawsuit, action, demand or other proceeding relating to or arising out of any violation of these Terms and Conditions, or any violation of any law(s), regulation(s) or third party rights. You agree to pay any and all costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by ENTERTAINMENT TRAVEL GROUP in connection with or arising from any such claim, lawsuit, action, demand or other proceeding.

→ **Enforcement.**

ENTERTAINMENT TRAVEL GROUP has no obligation to monitor or enforce any intellectual property rights you might have to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf at ENTERTAINMENT TRAVEL GROUP cost and expense, to which you hereby consent and irrevocably appoint ENTERTAINMENT TRAVEL GROUP as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest.

→ **Acceptance of Risk and Waiver of Liability.**

We urge You to obtain suitable medical insurance prior to taking a Tour.

You acknowledge that all travel involves an element of risk. Also, some Tours may be adventurous in nature and may involve a significant amount of personal risk. We encourage You to ask us for information and fully educate yourself about any risks, skills and level of fitness inherent to the Tour.

Also, We strongly encourage You to search for information about your destination to determine the level of risk when traveling to certain areas. We do not make any representation and/or warranty about any risk associated with any travel destination and We are not liable for any damage or loss that may arise out of, or in connection with, any such destination.

You hereby assume all such risk and You, your estate, your family, heirs and assigns hereby agree to release and hold harmless ENTERTAINMENT TRAVEL GROUP, its parent, subsidiaries, affiliates, directors, and employees ("ENTERTAINMENT TRAVEL GROUP") from all liabilities and claims that arise from damages of every kind and nature, known and unknown, both pecuniary and non-pecuniary, including but not limited to, illness, bodily injury, disability and death to You and/or any other Tour participant, that may arise out of, or in connection with, the participation in a Tour.

If you take a minor to a Tour, You agree to be legally authorized to act on behalf of the minor. Also, You are solely liable for the safekeeping and supervision of the minor at all times during the Tour.

→ Limitation of Liability.

To the fullest extent permitted by law, in no event the entertainment travel group shall either be liable to you or any third party for any lost profits, special, exemplary, indirect, incidental, consequential, or punitive damages or liabilities whether in action based in contract, warranty, strict liability, tort or otherwise, even if such party has been informed in advance of the possibility of such damages or if such damages could have been reasonably foreseen by such party.

In no event shall the entertainment travel group liability to you or any other person arising out of or in connection with these terms and conditions or the site exceed, in the aggregate, the total amount paid by you for a particular booking with respect to which such liability relates or in the case of any liability not related to a particular booking the total amount paid by you in the 12 month period prior to the event giving rise to the liability, if no such payments have been made, as applicable. The limitations in this section shall survive and apply even if any limited remedy in these terms and conditions is found to have failed its essential purpose.

→ **Your Liability and Indemnification.**

You agree to defend, indemnify, and hold harmless the ENTERTAINMENT TRAVEL GROUP from all liabilities, claims, losses and expenses, including attorney's fees, that may arise, directly or indirectly from, as a result of or in connection with (i) your use of the Site and/or your participation in a Tour, including any damages, whether to persons or property, or death to any person, (ii) your Reviews, and (iii) any violation by You of these Terms and Conditions, including any infringement of any rights of third parties. The ENTERTAINMENT TRAVEL GROUP reserves the right, at its own expense, to assume the exclusive defense and control of any claim subject to indemnification by You, in which case You agree to cooperate with the ENTERTAINMENT TRAVEL GROUP in asserting any available defenses.

→ **Intellectual Property.**

The Site is protected by copyright, trademark, and/or other laws. All trademarks and logos used on or in connection with the Site are trademarks or registered trademarks of ENTERTAINMENT TRAVEL GROUP.

You acknowledge and agree that the Site and all its components, texts, graphics, data, designs, look and feel, photographs, sounds, images, software, videos, and other content, including all associated intellectual property rights ("Proprietary Material"), are the exclusive property of ENTERTAINMENT TRAVEL GROUP and/or its licensors or authorizing third-parties, and is protected in all forms, media and technologies. You may not copy, download, use, edit or retransmit any Proprietary Material, in whole or in part, without the prior written permission of ENTERTAINMENT TRAVEL GROUP.

→ **Dispute Resolution.**

PLEASE READ THIS SECTION CAREFULLY. YOU WILL HAVE TO RESOLVE ANY DISPUTE THROUGH ARBITRATION AND NOT THROUGH A COURT PROCEEDING.

Unless prohibited by law, all disputes arising out of, or in connection with these Terms and Conditions will be commenced, referred to and resolved by arbitration,

You and ENTERTAINMENT TRAVEL GROUP agree to negotiate, informally and in good faith, a resolution to the dispute, before commencing arbitration. The claimant party will give notice to the other party of the initiation of the informal resolution process. You and ENTERTAINMENT TRAVEL GROUP will participate in a video conference within 45 days from the receipt of notice, unless extended by agreement of the parties. Any applicable limitation period will be temporarily suspended during this negotiation period.

You may opt out of this arbitration agreement by notifying ENTERTAINMENT TRAVEL GROUP in writing and within 30 days from the effective date of this arbitration agreement

→ **Litigation Class Action Waiver**

To the extent allowed by applicable law, You agree that any arbitration and proceeding to litigate in court any dispute arising out of or relating to this Agreement, will be conducted solely on an individual basis, and You agree not to seek to have any controversy, claim or dispute heard as a class action or any other type of representative proceeding.

→ **Force Majeure.**

We shall be relieved from liability for partial or complete failure to fulfill obligations under these Terms and Conditions due to force majeure circumstances. In case of force majeure, We shall notify You on the commencement and cessation of circumstances preventing Us from fulfilling our obligations.

→ **Amendments to the Terms.**

ENTERTAINMENT TRAVEL GROUP may modify these Terms and Conditions from time to time in its sole discretion. If we make changes to these Terms and Conditions, we will post the updated Terms and Conditions on the Site. If You continue accessing the Site and participating in a Tour, then You are deemed to have accepted the amended Terms and Conditions. If You do not agree to the amended Terms and Conditions, You will terminate these Terms and Conditions before the date they become effective, and will stop accessing the Site and will not participate in any Tour.

→ Passport, Visas And Travel Permits

All travel documents are the responsibility of the passenger. A valid passport with at least 6 months validity after the date of travel is required.

You are responsible for checking with the appropriate consulates and respective authorities as visas and/or vaccinations may be required.

Note that our agents cannot be expected to know all documentation requirements for your trip. No refunds will be entertained for passengers who cannot embark on an aircraft due to incomplete documentation such as lack of passports or visas or affidavits for minors traveling alone or with only one parent.

Keep in mind that entry requirements may vary for US-Citizens and Non US-Citizens.

Entertainment Travel Group recommends VisaCentral — a fast, easy and secure way to get the travel documents needed for international trips. Get the convenience you want and peace of mind knowing your travel documents are in order before your trip.

→ **Cancellation Policy.**

You agree with the terms of the Cancellation Policy and understand that any cancellation by You or by a Guide, and any related refund, will be processed in accordance with the Cancellation Policy in force at the time of your booking.

Entertainment Travel Group may cancel any booking, in its sole discretion, if We believe in good faith that such cancellation is necessary to prevent or reduce any damages to any user of the Site and/or to Entertainment Travel Group. We will reimburse and/or refund You in accordance with the reasons for cancellation and with the Cancellation Policy.

Refunds will be sent back to the original payment method used in making the booking.

Depending on the bank's processing time, it can take 10 business days for the refunds to reflect in your bank account or card balance.

Entertainment Travel Group is not responsible for any incidental expenses You and/or any other participant may have directly or indirectly incurred as a result of the booking of a

Tour. These expenses include, but are not limited to, the cost of visas, accommodation, vehicle rental, vaccinations, flights and/or loss of enjoyment.

For more information about our cancellation policies, please read the section "Cancellation Policies" on our Website.

→ **Privacy Inquiries.**

If you have concerns or questions regarding our consumer privacy practices, please forward them to info@etravelgroupusa.com.

Effective date May 10, 2023