

Sports Travel Tours Inc Terms & Conditions

1. Parties

The following are the general terms and conditions for all reservations for travel packages, hotel rooms, and/or tickets purchased through Sports Travel Tours Inc (or its affiliates, including but not limited to The Ultimate Tailgate Party and AZCardinals Fan Tours) and/or www.sportstraveltours.com, www.theultimatetailgateparty.net, www.azcardinalsfantours.com (collectively, "Sports Travel Tours Inc" or "we" or "us") By making any reservation and/or purchase, the person and/or entity making the reservation or purchase ("you") are entering into a legally binding contract with Sports Travel Tours Inc and you agree to be bound by the terms and conditions listed below ("Agreement"), and our sites Privacy Policy. All of which are designed to ensure your satisfaction and understanding of the purchase process and policies and procedures governing your purchase. If you are making a purchase on behalf of someone else, the Terms contained in this Policy shall also apply to that person(s) and it is your duty to inform such person(s) of this Policy. Please read the terms and conditions, and privacy policy carefully prior to making a purchase. By making a purchase you acknowledge and agree to be bound by the terms and conditions set forth in this Policy, the back of any ticket or credential, the terms and conditions of the event/game organizer and any third party service provider. Be sure to periodically return to this policy to review the most current version of the policy. We reserve the right at our sole discretion to change or otherwise modify this policy without prior notice, however the date of any effective changes shall be listed and upon request we will provide you with information regarding the changes made.

2. Legal Authority

You represent and warrant to us that you have the legal authority and legal capacity to enter into this Agreement and that you are at least 18 years of age. Further, you understand that we are not a joint venture or partner with any elements of the package or elements that you are purchasing (Air Travel, ground transportation, team, league or event organiser or ticket provider).

3. Payment Terms

Deposits: You agree to pay a deposit for each person for whom a reservation is made at the time of reservation. The amount of the deposit is listed as part of the Tour Package description. **All trips exclude airfare unless airfare is expressly shown in the package inclusions.** If airfare is added to a booking, the full cost of the airfare must be paid in full at the time the reservation All airline reservations are subject to the policies of the air carriers and governmental regulations. Note that some travel packages have different payment terms, e.g., "Book Early Deposits," "Special Offers," etc. In these cases, special payment dates apply. **All payments are non-refundable.** If you fail to make a scheduled payment The company reserves the right to treat any failure to pay by the due date as a cancellation of the holiday booking by the client and the company will inform the client if it intends to do so and such cancellations will be of effect from the date of despatch of such notice. If this is the case the company will retain any deposit paid and apply cancellation charges as set out below. Without limiting the generality of the foregoing, you will not seek a "chargeback" from the company whose credit card you used to purchase tickets. Should you do so, your package may be cancelled, and we may, in our sole discretion, refuse to honour pending and future purchases. Deposits are not transferable. If there is a reduction in the size of the group, the individual's deposit is not transferable to the balance of the group. **Final payment of the remaining cost of the package is due ninety (90) days prior to the departure date.** If booking is made less than 90 days prior to the departure date, then full payment is required at the time of booking. Payment must be made by either credit card or debit card, we accept, Visa, Mastercard, Discover and American Express. Either Sports Travel Tours Inc, The Ultimate Tailgate Party or AZ Cardinals Fan Tours will process the credit card payment. Rates are Subject to Change. We reserve the right to change the cost of any package without notice prior to your reservation and making the required deposit or payment. After we receive your deposit or payment for a domestic booking the cost is fixed. With bookings for travel to other countries, where currency

Sports Travel Tours Inc Terms & Conditions

fluctuations may impact the cost of the trip; we reserve the right to increase the price at any time during the pre-departure process should these currency fluctuations impact the price of the booking by more than 2%. If this price increase results in an increase of more than 10% of the booking total excluding insurance premiums, you have the option to cancel the booking within 7 days of the notification and obtain a full refund of all monies paid excluding any insurance premiums and amendment charges.

4. ALTERATION BY THE CLIENT

i) If the client wishes to change the holiday booking in any way the company will do its utmost to make the required changes if reasonably possible. Notification of any required changes must be made in writing and authorized by the person who made the original booking. If changes are requested less than 6 weeks before departure the company will endeavour to assist the client however this will be done at the sole discretion of the company. In all cases the company shall be entitled to charge the client for the additional costs of any cancellations and re-arrangements as well as an administration fee of £50.00.

ii) No refunds will be given for services pre booked but not utilised. Should you fail to use or make any changes to any part of your itinerary without notifying us beforehand, your onward arrangements will be automatically cancelled, and we will not be liable for any losses or expenses you incur.

5. Alterations by the company

i) The company costs each tour on a minimum number of passengers travelling together. If this minimum level is not reached the company reserves the right to cancel the holiday no less than 28 days before departure. If this should be the case the company will offer a full refund or subject to client's agreement the holiday will be operated at the necessary supplement.

ii) If the company has to cancel a holiday as a result of force majeure, it shall inform the client without delay and shall offer the client the choice of an alternative holiday of at least comparable standard if available, or of a prompt and full refund of all money paid.

iii) Should it prove necessary for the company to alter the holiday (other than by force majeure) without materially affecting the booked holiday the client does not have any right of cancellation.

iv) The company reserves the right to amend holiday arrangements including the mode of ground transportation, accommodation, airline carrier, UK airport, if necessary, for operational reasons. In this case it is not possible to transfer the client's holiday or cancel it without incurring the standard charges.

v) If a major change that materially affects the holiday i.e. if the cities visited or games chosen are changed by the company then in these cases the client has a choice of either a) accepting the changes as advised by the company b) purchasing another holiday from the company or c) cancelling the holiday and receiving a full refund of all monies paid.

vi) The client by purchasing accepts that it may prove necessary to vary or modify a tour itinerary or its contents due to the prevailing conditions and agrees to be bound by the decisions of the tour leader.

6. Cancellations and Refunds

a. We reserve the right to cancel any order and give you a full refund.

b. If a sporting event is cancelled or postponed, we will not be responsible for accommodations or transportation beyond the originally scheduled date of the event. We will provide refunds only to the extent that such refunds are available to us.

c. Requests by you to cancel reservations must be made in writing to us. If you do cancel a reservation, all payments already processed by Sports Travel Tours Inc or third-party vendors are non-refundable.

Sports Travel Tours Inc Terms & Conditions

7. Covid -19

The parties acknowledge the circumstances in effect on the effective date of this Agreement relating to SARS-CoV-2, also known as "COVID-19," namely, the World Health Organization's declaration of a global coronavirus pandemic and related government-mandated travel restrictions, warnings, "lockdowns" and meeting size restriction, many of unknown duration, which have had, and may continue to have, a substantial impact on business. Given that the COVID-19 pandemic has impacted the parties prior to entering into this Agreement and that uncertainty regarding future conditions remains, the parties agree to this cancellation clause related to COVID-19. If the travel package performance is commercially impracticable (as defined below) because of the COVID-19 global pandemic, we will notify you and provide a full refund as quickly as is practicable. For purposes of this section only "**commercially impracticable**" means that (1) the World Health Organization has declared a COVID-19 global pandemic; and (2) the U.S. Centers for Disease Control, the U.S. Department of State, the Public Health Agency of Canada, or comparable federal, state or local governmental public health authorities: a) issue travel warnings recommending against non-essential travel to the event's location or from your location as a result thereof, and such travel warnings are in effect 30 days or fewer before your arrival date; or 3) The event either through state mandates or league mandates either postpone or cancel the game on the weekend of travel, or play the game with 50% or less fans permitted in the stadium.

8. Travel & Insurance

if applicable, a valid passport is required for travel outside your country of residence. if an event is outside your country of residence, please be sure that you have a valid passport prior to making a purchase, as no refunds or exchanges will be available if you are unable to travel for any reason. There are no refunds or exchanges for illnesses, emergencies, or any other unexpected circumstances affecting your attendance at the event. It is recommended that you consider purchasing travel insurance from a third-party. unless specifically noted, travel insurance is not included in the cost of your purchase to protect against third party supplier default/bankruptcy protection, delay, interruption, missed connection for cruises, cancellation, medical emergency transportation/evacuation & repatriation, baggage & personal effects/lost luggage & baggage delay, illness, job loss protection and change of plans, accidental death and disability, travel accident/sickness medical expenses, and more. Proper insurance may protect you from financial loss in almost all circumstances. without appropriate travel insurance, you understand and agree that if you cancel or interrupt your travel for any reason, portions of your purchase may not be refunded and Sports Travel Tours Inc and any third party travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of your purchase and related costs. the purchase of travel insurance is not required in order to purchase any other product or service offered by Sports Travel Tours Inc. Employees of Sports Travel Tours Inc are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

Sports Travel Tours Inc Terms & Conditions

9. Documents

When you receive any and all travel documents, it is your sole responsibility to review and verify all information. Contact Sports Travel Tours Inc immediately if changes or corrections are required. You are responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. Sports Travel Tours Inc shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by your health practitioner on a valid vaccination certificate, which you must carry for proof of inoculation where required. Travel to certain destinations may involve greater risk than others. Sports Travel Tours Inc urges customers to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories prior to booking travel to international destinations. By offering for sale travel to particular destinations, Sports Travel Tours Inc does not represent or warrant that travel to such points is advisable or without risk, and shall not be liable for costs, damages, or losses that may result from travel to such destinations. customer's participation constitutes acceptance of such events at customer's own risk. Unless set forth in writing, airline reservations are not included in your travel plans. In such event, it is the customer's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. Sports Travel Tours Inc shall not assume any responsibility for any air and/or ground schedule changes.

10. Confirmation of Hotel Reservations.

Due to the nature of travel packages arranged with hotels, you may not be able to confirm your reservation directly with the hotel until 24 hours prior to your arrival. If you have questions about your hotel reservation, you agree to contact Sports Travel Tours Inc about that reservation up to 24 hours prior to your arrival at the hotel. All reservations are subject to substitution of a hotel or ticket with a hotel of an equal rating and/or price. Hotel star ratings for hotels outside the United States are made by the country and may be different than other published ratings and may be of greater or lesser quality than the same rating in the United States. Because of changes in hotel ownership, the flag name of the hotel may be different at the time of the trip. If you are a member of any hotel rewards program, you will not receive points for your stay. You agree that bedding requests cannot be guaranteed by us and are assigned at the discretion of the hotel. You agree to abide by all hotel policies and laws, and you agree to contact the hotel if you have any questions concerning the policies and laws prior to travel.

11. Event Tickets.

You agree that special ticket requests cannot be guaranteed. You agree that all tickets are only guaranteed to be in pairs (i.e., two (2) tickets together). Tickets have been provided to us by third parties. While the tickets may be for a category of location in a particular venue, we do not guarantee specific rows or seat numbers. The category of location is provided to us by the venue and is not a specific description of the location. Certain venues require mobile tickets for admission to an event. If you have purchased an event ticket for such a venue, you must have a smart device that can display a QR or other bar code at the admission gate or you will not be allowed into the facility. These venues do not accept a paper print out of the QR or bar code. We are not liable for your failure to have a mobile device or the failure of the mobile device to properly display the QR or bar code at the venue. The resale or attempted resale of any good, product or service is prohibited and if discovered will result in such good, product or service being voided without refund or other compensation. If your purchase includes Tickets, credentials or other deliverables, they will be delivered to you in accordance with the policies established by Sports Travel Tours Inc or the venue as disclosed to you at the time of your purchase. Sports Travel Tours Inc is not responsible for lost, stolen, or destroyed tickets or credentials. Your purchase is a revocable license. We reserve the right, without refund of any portion of the price paid or other compensation to you, to refuse admission or to eject any person from any Event, Hotel or other elements of your purchase, and/or withdraw or refuse to begin services or provide goods to any person, who fails to comply with this policy,

Sports Travel Tours Inc Terms & Conditions

the rules of an applicable third party, and/or applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is deemed by us or the applicable third party as disorderly, annoying, illegal, vulgar, abusive, threatening, uncomfortable, aggressive, or out of compliance with this Policy or the applicable third party's terms, conditions, rules or policies (all of the above in this sentence, collectively, "Removal Behaviour"). Sports Travel Inc makes no representations or warranties concerning, without limitation, the condition of any venue or such venue's suitability for any particular purpose, you accept the venue 'as is.' You may be relocated to an alternative seating location in the sole discretion of the venue or Sports Travel Tours Inc and no such relocation shall entitle you to a refund, make-good or other remedy if you are relocated to a comparable seating location in the venue. You and your belongings may be searched upon entry to, or otherwise in connection with your attendance at any of the events included in your purchase. You hereby consent to such searches and forever waive any and all related claims that could arise. If you elect to withdraw such consent to such searches, you may be denied access to an event, or removed from an Event, without refund or other compensation. Under certain facility rules, certain items may not be brought into certain events or premises, including, without limitation, alcohol, drugs, controlled substances, weapons of any kind (including toy weapons), professional cameras and recording devices, laser pointers, strobe lights, irritants, various forms of containers, and any other item noted as prohibited or other information released by us. Breach of this Policy or any applicable third party's terms, conditions, rules or policies will terminate your license to attend the Event without refund or other compensation.

12. Cancelled or Postponed Events

The location, date and time of an Event and any other elements of a purchase are subject to change by PS, the Event organizer, venue owner or other third party responsible for the staging of an Event or other elements of your purchase ("Organizers"), respectively, in each of their sole discretion, and no such change shall entitle you to a refund or any other remedy in the event that you cannot attend for any reason due to such change. Any element of your purchase may be cancelled, postponed, delayed, altered, relocated or rescheduled at any time with or without notice in the Organizer's sole discretion, as applicable, or due to the actions or events beyond the reasonably foreseeable control of the Organizers, the Organizers will not be liable to you or any other party because of any failure to perform hereunder due to fire, earthquake, rain, adverse weather conditions, flood, or any other acts of God, power failures, electrical or mechanical difficulties, strikes, lockout, work stoppages or other labour disturbances, governmental regulations or restrictions, terrorism, war, civil disturbances or any other cause or condition, whether similar or dissimilar to any of the foregoing, beyond the reasonably foreseeable control of the Organizers ("Force Majeure"). Delay in the performance of this Agreement caused by any Force Majeure shall not constitute a breach of this Agreement or a ground for cancellation, suspension, or termination hereof. For the avoidance of doubt, postponement, relocation, or cancellation of events due to weather conditions or Force Majeure events is beyond our control and we will not issue any refund or exchange for such events. If an event is cancelled for any other reason, refunds for tickets will be made at the sole discretion of PS or in accordance with the applicable law. All purchases should be considered as "rain or shine" final purchases. If an event is cancelled, we will not refund incidental expenses that you may have incurred as a result of your plans to attend the event including, but not limited to, transportation expenses, hotel reservations, or rental car costs. We are not responsible for the actions of any other Organizers when an event is cancelled. If an event is postponed or rescheduled, please retain your ticket. In most cases, the original purchase and ticket will be honoured for the new event date and new ticket will not need to be reissued. Refunds or exchanges will not be made for postponed, relocated, or rescheduled events. It is your responsibility to verify information regarding rescheduled event dates and times prior to attending. Schedules, production elements, amenities, and all other aspects of your purchase are subject to change without notice and without grounds for refund. If we issue you a refund for a ticket due to a cancelled event, we will issue a refund of the ticket's face value paid. In no event will delivery charges or any other amounts be refunded. We will not be liable for incidental expenses, including travel and lodging, or any other expenses that you or anyone else incurs in connection with a cancelled, postponed or rescheduled event.

Sports Travel Tours Inc Terms & Conditions

13. No Claim for Damages.

You agree to hold us harmless and to indemnify us from any and all threatened or actual claims or lawsuits by any third parties against us arising out of or in connection with your performance of this agreement including, but not limited to, claims or lawsuits for damages, economic loss, injury, or death, except where such damages, losses, injury, or death are the direct result of our gross negligence. Under no circumstances shall we be liable to you for any consequential, punitive, or indirect damages even where we have been made aware of the possibility of such damages. You further agree that we have arranged for the tour packages or travel with generally acceptable suppliers at the time of the engagement. You agree that, if you have any claims or lawsuits for damages, economic loss, injury, or death as a result of the travel, accommodations, or events purchased or arranged through us, you shall seek restitution only directly from the suppliers and not from us.

14. Dispute Resolution.

You agree that this Agreement shall be interpreted under the laws of the State of Texas without reference to its conflicts of law provisions. You agree that, as to any dispute arising out of or related to this Agreement, the parties shall submit such dispute to an impartial mediator located in Collin County, Texas, for resolution. By making your purchase, you agree to waive any right to a jury trial or to participate in a class action. We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute. If any provision of this purchase policy shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this purchase policy and shall not affect the validity and enforceability of any remaining provisions.

15. Modification.

This Agreement may not be modified unless such modification is agreed to in a writing signed by an authorized representative of us that notes on its face that it is a modification of this Agreement. We are under no obligation to accept any modification and any attempt to make such modification without our express written approval is hereby rejected.

16. Accessibility

We strive to provide an accessible environment for everyone. Wheelchair accessible and aisle-transfer (semi-ambulatory) seating locations are offered at various price points and locations for most events, subject to availability. Enhanced accessibility for individuals with hearing loss or low vision and for those who are deaf, or blind may also be available. In the event such a seating location is required, you must notify Sports Travel Tours Inc at or before the time of purchase. Please select the location or price point that best fits your needs. For more details regarding wheelchair accessible and/or aisle-transfer seating locations, please feel free to contact Sports Travel Tours Inc at 1 866 476 7139 or by email at sales@sportstraveltours.com. If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material on this Web site interferes with your ability to access information, please contact us at sales@sportstraveltours.com. To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and information.

Sports Travel Tours Inc Terms & Conditions

17. Disclaimers

All products, goods and services in connection with the event are provided “as is” without any representations or warranties of any kind, either express or implied. Sports Travel Tours Inc expressly disclaims all representations and warranties, express or implied, including, without limitation, as to habitability, merchantability, fitness for a particular use or purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage or trade, course of dealing, or course of performance, to the fullest extent permitted by applicable laws. You acknowledge and agree that by purchasing a ticket to the Event and/or attending the Event and/or using any corresponding amenity, you may be engaging in activities that may involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, without limitation, those caused by or in connection with: (a) the actions, inactions or negligence of a third party, and participants, volunteers, performers, guests and spectators at the event; (b) conditions of any premises or equipment used; (c) temperature and/or weather; (d) condition of other participants or guests; (e) vehicular traffic; (f) offensive language or other vulgar or obscene material or actions; and (g) other risks that are not known or foreseeable at this time.

18. Loud Music and Special Effects Warning:

Attendees of the event may be subject to extremely loud music and sounds, as well as, strobe, hydro, pyrotechnic, animatronic, fireworks, lighting and other special effects, including, without limitation, flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections and fireworks. Women who are pregnant and/or individuals who suffer from certain health conditions, including seizures, light sensitivity or any other health condition that could be aggravated by these special effects should consider this warning before entering or remaining on the event premises, as such special effects may cause or induce seizures, diminished or hearing loss and other health conditions. All third parties are independent contractors and not agents or employees of Sports Travel Tours Inc. Sports Travel Tours Inc is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Sports Travel Tours Inc shall have no liability in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond its direct control, and it has no responsibility for any additional expense, omissions, delays or acts of any government or authority.

19. Indemnification

You agree to defend, indemnify and hold harmless the Releasees from and against any and all liabilities, claims, damages, costs and expenses, including attorneys' fees, arising out of or in connection with (a) your transaction with Sports Travel Tours Inc; (b) your violation or breach, or alleged violation or breach, of this Policy, including, without limitation, all representations, warranties, terms, conditions, covenants, acknowledgments and agreements herein; and/or (c) your attendance at or in connection with the Event, including, without limitation, any Removal Behaviour or other actions or omissions by you. We reserve the right to take exclusive control and defence of any claim, and you will cooperate fully with us in asserting any available defence's.