YOUR VACATION CONTRACT
Funjet Vacations is selling escorted people-to-people educational tours (the "Cuba Tours") as an agent of Cuba Travel Services, Inc., the travel service provider and operator of the people-to-people educational tours, and not as a tour operator. U.S. law prohibits U.S. travelers from traveling to Cuba for tourism. The Cuba Tours are operated under one of the twelve general Cuba travel license categories of the Office of Foreign Assets (OFAC) of the U.S. Department of Treasury.

The total cost of your selected Cuba Tour includes all land services, such as Miami hotel, airport transfers, Cuba visa application ($85), hotel(s) in Cuba, excursions, Cuban Medical Insurance, some meals and other destination events and services in the scheduled tour, as well as the chartered air transportation from U.S. point of departure to Cuba and back. It may or may not include U.S. domestic air travel as needed to get you to and from the international charter service point of departure and return. The international charter air service is addressed in a separate Public Charter Operator-Participant Contract with the charter operator, Cuba Travel Services, which you must execute and return and which is provided to you with other required documents to secure your booking for the Cuba Tour you select. These terms and conditions apply to the land components of the tour and US domestic air travel if included, while terms and conditions specific to charter air service are contained in the Public Charter Operator-Participant Contract and will override these terms in case of any conflict. YOUR BOOKING OF THE VACATION IS ACCEPTANCE OF THE TERMS IN THIS CONTRACT.

I. BOOKINGS AND PAYMENTS
All that is required to reserve your vacation is the applicable deposit per person, plus the Other International Travel Protection Plan payment (if selected). The balance due must be paid at least 100 days before departure (for bookings within 100 days of departure, full payment is due at 6:00pm CST same day). You will receive notification that your Cuba tour is confirmed at 90 days. Only credit/debit cards will be accepted as form of payment. We reserve the right to treat the booking as cancelled by you if the balance due is not paid on time.

All payments must be received when due to avoid automatic cancellation. Once payment has been made, a $25 fee will be assessed to change forms of payment. Funjet reserves the right to reinvoice your reservation should an error be made in computing your vacation price. Funjet may split the merchant of record payment between Funjet and the air carrier booked. The Funjet portion of the payment will be processed immediately. The airline will process payment at the time the air tickets are issued.

II. DEPOSIT REQUIREMENTS
For your travel to Cuba booked 104 days or more prior to departure, your minimum deposit is $100 per person and is due within 3 days of booking. For published and some bulk airfare bookings made 102 days or more prior to departure, a per person deposit is due by 6:00pm CST the day of booking or the next day based on the airlines. All published and some bulk airfare deposits are non-refundable. Airline revision and cancellation fees apply upon deposit or full payment. Payment for the Other International Travel Protection Plan is also due at time of deposit.

III. CANCELLATION/REFUNDS
If your plans change, your right to a refund is limited. You must call in and request a refund form to be completed on your behalf, or if you booked via a travel agent you must have your travel agent submit the electronic refund request no later than 60 days after the date of cancellation or any payments and deposits shall be forfeited. To avoid cancellation penalties, you should consider purchasing the optional travel protection plan. Without travel protection, if you must cancel your reservation, make any changes to departure date, or reduce the number in the party, you will be assessed a $50 per person Funjet cancellation penalty plus any applicable airline, hotel or other supplier charges. Hotel cancellation polices
are established by the hotel. Please note that there are no refunds for cancellations made 30 days or less prior to departure. Most air carriers consider a name change to be a cancellation; to avoid penalties for name changes, full and complete names are required at time of booking. Nonrefundable travel agent fees may be included in your package price. Please consult your travel agent.

**Cancellation Penalties**
Charge per person ($) or as a % of the vacation price *(including taxes and fuel surcharges)*

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<tr>
<th>Notice received by Funjet Vacations in advance of departure</th>
<th>Cancel Penalties</th>
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<tbody>
<tr>
<td>101 days or more</td>
<td>$50</td>
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<tr>
<td>100-61 days</td>
<td>30%</td>
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<td>60-31 days</td>
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Airline Penalties: Airline penalties are in addition to the Funjet penalties detailed above and hotel penalties, and are subject to change at any time. Penalties are applicable upon receipt of payment.

Published Air Penalties: These fares have restrictions if revisions are needed and are nonrefundable if canceled unless All-In-One Travel Protection is purchased.

Bulk Air Penalties: Each scheduled airline has unique cancellation and revision penalties on bulk airfares ranging from $50 per ticket to the ticket being nonrefundable unless All-In-One Travel Protection is purchased.

ALL PUBLISHED AIR TICKETS ARE 100% NONREFUNDABLE. HOWEVER, EXCHANGEABLE TICKETS MAY BE APPLIED TOWARDS THE AIR PORTION OF A FUTURE VACATION OR SCHEDULED AIRONLY BOOKING WITH THE SAME AIRLINE, SUBJECT TO THE APPLICABLE AIRLINE RETICKETING FEE, ANY INCREASE IN THE AIRFARE COST, AND APPLICABLE FUNJET FEES. TICKET EXCHANGE IS ONLY AVAILABLE WITHIN ONE YEAR FROM THE DATE OF TICKETING, OR SOONER BASED ON THE AIRLINE IF THE AIR PORTION IS PAID IN FULL BY THE TIME OF CANCELLATION AND ALL-IN-ONE TRAVEL PROTECTION WAS NOT PURCHASED. FOR VACATIONS THAT INCLUDE PUBLISHED AIR OR BULK AIR TICKETS ON SOUTHWEST AIRLINES, THE EXCHANGEABLE AIR TICKET VALUE NEEDS TO BE REDEEMED THROUGH SOUTHWEST AIRLINES DIRECTLY.

If you do not plan to travel on your flight, you must contact Funjet at least sixty (60) minutes prior to your scheduled departure or you will be considered a “no-show” even if a travel protection option is purchased.

No refunds will be made for missed or unused flights or most features.

### IV. VACATION REVISIONS
Any changes (other than those subject to cancellation penalties listed above) shall be subject to $25 revision fee plus applicable airline reticketing fees and hotel/feature/car penalties. If the number of individuals occupying a room decreases, therefore causing the reservation to be revised, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate.

### V. FLIGHT INFORMATION
Read your travel documentation carefully for arrival and departure instructions, including terminal information, check-in locations and flight times. Flight times are tentative and subject to change. There are no refunds for missed flights for any reason whatsoever. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at [http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm](http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm). Federal law prohibits carriage of certain hazardous materials aboard aircrafts in your luggage or your person and could result in a fine. Visit [www.tsa.gov](http://www.tsa.gov) and click on “prohibited items” for more information.

IMPORTANT NOTICE REGARDING PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL—All international travelers must present a government issued passport for U.S. Customs re-entry that is valid for at least six months from date of re-entry. For more information please visit the State Department’s consular website [www.travel.state.gov](http://www.travel.state.gov) or the U.S. Department of Homeland Security’s website [www.dhs.gov](http://www.dhs.gov). Please consult your travel agent or the Destination
Consulate for further information. It is the traveler’s responsibility to provide proper documentation and to comply with the laws of each country flown from or to, and to contact the appropriate consulate, embassy and/or immigration department for your destination country for any specific entry requirements and restrictions. Married or divorced women traveling under names other than what is printed on their travel documents, must supply a marriage license and/or divorce decree. Airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country. Please contact your airline directly for details. Foreign travelers, visit your local consulate for travel requirements (VISA or other written verification). Your Cuba Visa will be arranged for you and included in the cost of your trip. You must provide your passport information within 60 days prior to departure. If you were born in Cuba, even if you hold a U.S. passport, you will need to obtain a Cuban Visa, the cost of which is not included in your trip.

Criminal Records: Certain countries have laws and policies that permit immigration authorities to deny entry to foreigners who have been charged or convicted of a crime. If you have a criminal record, you should contact the United States Embassy and the embassy or consulate of the country you wish to visit to make certain you can travel as planned.

Baggage Limitations and Claims:
With the charter flight to Cuba (on the outbound only), one bag up to 44 pounds is included per person as part of your tour (includes checked bag and larger carry-on). Anything over 44 lbs, will be charged at $2 per pound. A small carry-on like a purse or small backpack will not be weighed. Any larger carry-on may be weighed and added to the 44-lb allowance per person. Payment at the airport is by cash or credit card. On the return flight there is no charge for luggage as long as it is under 50 lbs per person. In Cuba, the carry-on is exempt from the weight limitations.

For all other flights, baggage limitations vary by carrier. Many airlines impose additional charges for carry-on and checked luggage which is collected by the airline at check-in. Please contact the airline or refer to its website for current fees and policies or visit www.funjet.com/baggage. When you fly to and from your destination the Charter Participation contract and the operating air carrier Conditions of Carriage apply, some of which limit or exclude liability. The Conditions of Carriage are available by requesting them in writing from the carrier or by request at the airport. Claims on checked baggage will be limited to the carrier liability of approximately $3,400 per person for domestic flights and $9.07 per pound for international flights subject to the Warsaw Convention, and 1,131 Special Drawing Rights per person for international flights subject to the Montreal Convention, unless you declare a higher value and pay any applicable charges. All claims for loss and damage to luggage must be handled by the air carrier at the airport, subject to any requirements and time limits set by U.S. law for domestic flights and the applicable Convention for international flights. The airlines do not accept responsibility for items such as soft-sided luggage, fragile or perishable items. Carry-on baggage may be limited, please check with the airline.

VI. RESPONSIBILITIES

Travel Agents’ Responsibilities: The travel agent is responsible for providing information to you, examining and verifying all information, and ensuring that you understand all of the policies, fees and requirements to which you are subject. Any travel agent who makes a reservation on your behalf acknowledges this responsibility.

Your Responsibilities: You must check in at least 2 1/2 hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat. You must examine all information to ensure accuracy and call to verify flight times prior to departure.

Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you agree to a refund, you waive all other remedies.

Unless you file any claim you may have with Funjet within 30 days after the termination of this vacation, all parties are released from further liability.

Funjet’s Responsibilities: Funjet Vacations and/or Cuba Travel Services have made all arrangements for transportation, accommodations and services offered, provided that in the absence of gross negligence on the part of Funjet, Funjet’s responsibility does not extend to any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any air carrier, hotel or motel operator, ground transportation contractor, optional feature operator or any person rendering any services being offered. Funjet is not responsible for any changes made by air carriers which are beyond Funjet’s control. This includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule. Funjet is not responsible for damage, delay or vacations affected by weather or other force majeure events beyond the control of Funjet. In no event shall any party be liable for
consequential damages. Funjet reserves the right to substitute hotel/motel accommodations and to make alterations in the itinerary which do not constitute a major change, if necessary, due to circumstances beyond the control of Funjet. Special requests such as room location, bedding, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed by Funjet. Items not included in your vacation price include, but are not limited to, hotel specific service fees, resort fees, energy surcharges, currency surcharges, baggage handling, rollaway beds, cribs and other incidental fees such as minibar charges, parking and phone calls and are payable directly to the hotel. Specials may be withdrawn at any time. Rates are based on availability.

Air Carriers’ Responsibilities: Air carriers operating scheduled air shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any person or company performing or rendering the services described on our website, in vacation brochures and/or flyers. The services described on our website and in vacation brochures/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint ventures’ or partners with the named air carriers.

VII. OTHER

Itinerary: Your vacation as set forth in Funjet’s flyers, magazines, brochures and website includes the following which form this contract: effective dates; origin and destination; price of each vacation; a listing of the hotels, length of stay at each and other ground accommodations and services.

All prices and features described in Funjet Vacations’ promotional materials and website in respect of the Cuba Tours are subject to change without notice. Some hotel room photographs do not depict the standard room category. Special features offered by hotels are subject to change at the hotel’s discretion. In the event that the minimum capacity of an itinerary is not met, Funjet Vacations reserves the right to cancel your reservation and issue you a full refund for your Cuba tour. Additional cancellation penalties will apply to domestic flights and hotels added to your reservation that are not included in your Cuba Tour.

Important Notice: The Mark Travel Corporation, its employees, officers, directors and shareholders (collectively, “Funjet”) does not own, control or operate any hotel or any air, land or water transportation vehicles or companies of any kind, including without limitation, airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies which may offer excursions or tours. Funjet occasionally enters into contracts with hotels and air, land or water transportation companies, but all such entities are owned and operated by independent contractors. Funjet is not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond its direct control.

The Funjet name and logo may appear on posted or hand-held signs at your hotel, at the airport of your departure or destination, in vans, buses, coaches or elsewhere during your vacation. This use of the Funjet name and logo is solely intended to help you identify persons or entities who might provide services to you during your trip, but does not indicate, and should not be understood by you to indicate that Funjet owns, controls or operates any entity displaying such a sign, or that Funjet employs or controls any person holding or displaying such a sign.

Applicable Law: It is agreed by and between you and Funjet that all disputes and matters whatsoever arising under or in connection with these policies and procedures shall be interpreted and litigated, if at all, in and before a court located in the State of Wisconsin, U.S.A., to the exclusion of the courts of any other state or country.

Effective as of March, 2016