

Orion Worldwide Travel
TERMS & CONDITIONS

Definitions:

“Orion” hereby refers to all agents and employees of Orion Worldwide travel. Any independent contractor, operator, or vendor, shall not be read to be part of “Orion.”

“You” refers to the traveler enrolled in one of Orion’s vacation or travel programs.

1) WEBSITE BOOKING CONDITIONS

Thank you for completing our booking form. In order to finalize the booking process we need to ensure you read and understand our booking conditions.

Once Orion accepts your booking by confirmation, a contract is thereby created between Orion and the passenger only, irrespective of the payer and party filling out online booking forms, as well as all confirmed passengers on this reservation, upon the terms and conditions set out below.

B) LEGAL ISSUES

Your privacy is important to us. We know that you care about how information about you is used. We want to share with you the internet policies and practices we have adopted to protect your privacy so that you feel confident about how we handle the personal information you entrust to us online.

While we do not plan to modify our policies very often, it is always advisable to double-check when you visit our site to be sure that you have read and agree with our most current policy statement. Any change in our privacy policy will be prospective only. We will not make any changes that have retroactive effect unless legally required to do so.

The content on our site may include, among other items of interest, video clips, message boards, scrapbooks, chats, surveys, sweepstakes, and contests. We hope that you enjoy the site and will come back often to visit! 1. COLLECTION OF DATA Orion only collects personally identifiable data, such as names, addresses, e-mail addresses, demographic information (region/country from), interests, taste or preference information, and the like, when voluntarily submitted by a visitor. Visitors may choose to submit personal information to enter contests, to obtain information or submit a comment, to register for a loyalty program or to place a travel availability request (if offered).

2. USE OF INFORMATION & DISCLOSURE

Providing personal information is up to you, our visitor. We will collect personally identifiable information provided by you to notify you of results, to e-mail you with updates and news, to respond to your questions or comments or travel requests, to send out printed materials and other information on our products, such as reunion tours, and to enter you in contests. We ask visitors providing e-mail addresses to let us know if they would like further information or updates from our site; only those who request it will receive follow-up e-mail or other communications from us.

We never sell or give the information that you voluntarily provide us to any third party. It is used solely by us, our agents or business partners to respond to your requests and to better serve you.

3. "COOKIES" AND OTHER WEB TECHNOLOGIES

Orion uses "cookie" technology and IP addresses only to obtain non-personal information from on-line visitors to provide them with the best possible personalized on-line experience. To do this we do keep track of the type of browser (e.g., Internet Explorer, Netscape) and operating system (e.g., Windows, Macintosh) used by the visitor, and the domain name of the visitor's internet service provider (ISP). We also track the total number of visitors to our site in an aggregate form to allow us to update and improve our site; personally identifiable information is not extracted in this process. This helps us keep our site fresh and interesting to our visitors. Cookie technology also helps us deliver content tailored to a visitor's interests. You may disable cookies or set your browser to alert you when cookies are being sent. If you do disable cookies, we may be unable to optimize your visit to our site and you may experience some errors.

4. SAFEGUARDS

We have instituted safeguards to check that our internal procedures meet our high policy standards. We also use our best efforts to be sure that third parties who work with us agree to protect personal information that they must access in order to serve our site and our visitors.

5. LINKS TO OTHER SITES

We rarely offer links to other sites, but when we do, we try to link only with partner sites that share our values. Nevertheless, we are not responsible for the content or information collection policies of other sites. If you visit another site, you should review their privacy and other policies.

6. OTHER INFORMATION

We reserve the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to protect the integrity of the site, to fulfill your requests, or to cooperate in any legal investigation.

7. QUESTIONS

If you would like us to update, change, or delete information we have about you (subject to any applicable legal exceptions), would like to opt out of receiving further information, or have questions about our privacy policy, please send an e-mail to: info@orionworldwidetravel.com. As we run multiple programs throughout the year we would like to ask you to be very specific about your query.

OUR RESPONSIBILITIES

8. YOUR VACATION RESERVATION

Upon receipt of your deposit, subject to availability, and at our discretion, Orion will reserve your place on your selected vacation. A contract has been made between Orion and the traveler upon the reservation being accepted and confirmed by Orion and our (e-mail) communication thereof to you.

If the passenger chooses to purchase their own airfare, Orion is not responsible for any delays, missed flights, cancelled flights, or any other problems encountered during travel, and does not assume responsibility for any provisions guaranteed in this Terms & Conditions until the passenger has successfully joined the tour.

9. PRICE GUARANTEE

Prices in the printed materials and website are based on costs and exchange rates as of June 1st, 2007. Should these costs change, it may be necessary to make a surcharge on the price of your tour. Should the total tour price increase by more than 10% you will have the right to cancel within 7 days of notification without penalty. No surcharge in respect to cost or currency fluctuations will be made once the tour's departure is confirmed by Orion (at the latest 51 days prior to commencement of tour). This guarantee excludes fuel surcharges and does not apply to any taxes, charges or levies imposed by any government or their agencies. In exchange for these guarantees, no refund will be made if costs are reduced.

10. VACATION CHANGE AND/OR CANCELLATION

10.1 Orion reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond its control.

10.2 Should change or cancellation prove necessary we shall provide you notice thereof no later than fifty (50) days prior to departure, in the circumstances, and where available, offer you a comparable alternative.

10.3 Tours are confirmed no earlier than thirty (30) days prior to departure date. Therefore, if you purchase your own airfare earlier than thirty (30) days prior to departure, you do so at your own risk. Orion is in no way responsible for any incurred penalties due to a change in travel schedule.

10.4 After receiving an email of your flight details from Orion you will have 48 hours from the time that email is sent, to request an airfare change at no penalty. After this time EACH change request will incur a \$200.00 processing fee, plus any price differences due to an increase in the new flight cost.

10.5 Any changes prior to ticketing are permitted so long as the following procedure is followed. You must request a change in writing to Orion. Subsequently, Orion shall provide a Change Request form which must be signed and returned to Orion. The Change Request form shall stipulate the fee for any flight changes including any potential increase in airfare which may result from said changes. A Change Fee shall be applied to any request processed, regardless of whether or not the requested change is accepted. The original airfare reservation shall be cancelled in order to process the Change Request, and

thus, should you decide to return to the original itinerary, it may no longer be available at the previous rate. You may only submit one Airfare Change Request per trip. Changes after ticketing shall not be permitted.

10.6 If an alternative flight is not available or acceptable to Orion you will be entitled to a refund of monies paid by you to us (for refund policies see section 10.6).

10.7 If a change to the tour or cancellation is due to Force Majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond Orion's control) we will give a full refund of any monies paid to us less expenses incurred by us in respect of your booking (for refund policies see section 10.6).

10.8 Orion is not responsible for any additional costs incurred due to other travel arrangements, including, but not limited to, your group flight with Orion, airline tickets booked through travel agents, via the internet, or Lyon Travel, affected due to our cancellation or rescheduling of any tour departure.

10.9 Refund Policies:

- a. Cancellation of "European Odyssey" or "Greece Add on" prior to departure by Orion:
 - I. Full refund of monies paid if program is cancelled prior to 91 days before commencement of tour;
 - II. Full refund of monies paid minus \$100.00 processing fee if tour is cancelled between 91 to 31 days before commencement of program;
 - III. Within 30 days prior to departure the following rules will apply:
- b. Full refund of monies paid minus \$100.00 processing fee.
- c. Cancellation of "European Odyssey" and "Greece Add on" after departure of program: refund of monies less reasonable expenses incurred by Orion.
- d. Cancellation of "European Odyssey" and "Greece Add on" due to Force Majeure: (a) Until 91 days prior to commencement of program full refund of monies; (b) Within 90 days prior to departure full refund of monies less reasonable expenses incurred by us in respect of your booking (at least a minimum of \$100.00).

10.10 The minimum number of paid participants required for tour commencement is thirty (30) with a maximum number of forty-eight (48).

10.11 Where the number of confirmed participants is less than thirty (30), Orion may, in its sole discretion, agree to proceed with the tour; however, under such circumstances, Orion reserves the right to impose a surcharge on each participant which shall be communicated to the participant in writing prior to confirmation of the Travel Program. If the number of confirmed participants reaches thirty (30) after the Travel Program is confirmed but before commencement, Orion shall refund the amounts collected as a surcharge from the individual participants.

10.12 Where a surcharge is to be levied, the surcharge shall be divided equally among all participants and the dollar (\$) amount shall be paid by the participants.

10.13 In the event that there are more than forty-eight (48) paying participants for the program, Orion will use its best efforts, but is under no obligation, to accommodate the surplus participants.

Orion, in its sole discretion, may expand the number of participants on the tour to fifty (50) by utilizing a larger tour bus, but is under no obligation to do so.

10.14 Where the number of surplus participants is more than five but less than thirty, Orion may, in its sole discretion, organize a parallel program or move surplus participants to other similar programs.

11. VACATION DETAILS AND CONDITIONS

11.1 The information on Orion's website, printed materials, and booking forms are correct to the best of Orion's knowledge. However, Orion cannot guarantee and makes no representations that any item or amenity mentioned will be available. This shall be especially pertinent in instances where circumstances may be out of Orion's control.

11.2 Orion will do its best, and at its sole discretion, to select accommodation, sightseeing tours and transportation to give you good value for money.

11.3 Orion constantly strives to improve tour itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. Orion is not responsible for any other travel arrangements affected due to any decisions or cancellations made at Orion's discretion.

11.4 Hotel Accommodation:

While Orion ensures that each participant is accommodated in superior tourist class accommodations, at certain times due to the nature of the establishments and the limited number of rooms available, slight variations in rooms may occur such that some participants may be provided rooms at a higher specification. Where this occurs, Orion will use its best endeavors to ensure that the availability of these rooms is rotated on an equal basis to all participants. Orion asks that participants understand that the establishments used in the program are not typical, generic international hotels and that the rooms, despite being of the same standard, may vary in size, shape and layout and thus Orion cannot be held liable for any hotel room specification variations throughout the program. OWWT shall have sole discretion in creating rooming assignments for those who request to be matched with a roommate. OWWT shall provide rooming assignments to the Alumni Association, who shall retain discretion in providing these assignments to participants. Due to Orion's confidentiality standards Orion will not provide any details on potential roommates for those who request to be matched with a roommate. Participants will find out who their roommate is at the commencement of the program. Requests for a specific roommate cannot be officially confirmed later than twenty one (21) days prior to departure;

however Orion Worldwide Travel will accept and make all attempts to accommodate, requests up to 15 days prior to departure if possible.

11.5 Single/Shared Rooms:

There are only a limited number of single rooms available on each trip. These rooms shall be provided at an extra cost on a first-come, first-served basis, but availability cannot be guaranteed. Orion will assist persons requesting a roommate, however, neither a single nor a shared room can be guaranteed. Participants will be notified if Orion is unsuccessful in finding a single roommate. No cancellations shall be permitted if a twin room is unavailable, or if a roommate cancellation requires the participant pay a single supplement, at any point prior to departure. Additionally, triple rooms will not be offered in any case. Orion shall attempt to match you with a roommate of the same gender. If, for any reason, you request a roommate change, you hereby agree to pay the single supplement cost for both you and the person you have been paired with, if the change requires either of you to occupy single rooms.

Further, a participant's condition which could cause discomfort to a roommate (i.e. excessive snoring) must be disclosed to Orion Worldwide Travel no later than sixty (60) days prior to departure. Failure to disclose such a condition shall result in the passenger being responsible for the cost of a single supplement should their assigned roommate, the Tour Director and Orion Worldwide Travel find the condition unacceptable.

11.6 Any special meal requirements will be made on a request basis only. Orion cannot guarantee special meal requests nor assumes any responsibility or liability if clients' special meal requests are not fulfilled. Any special meal requirements must be made at least 30 days prior to the trips departure date in order to be accommodated.

11.7 Inclusions "European Odyssey":

11.7.1 Accommodation: Tourist Class standard – based on double occupancy.

11.7.2 Meals:

(a) Continental Breakfast x 18: Guaranteed continental breakfast throughout, many hotels will offer hot buffet style as an added bonus;

(b) Dinner x 8: Dinners are based on two course meals and NO drinks are included. Tap water will be provided at included meals.

11.7.3 Transportation: Luxury, fully air-conditioned motor coaches for duration of tour as required. Ferry boat from Dover to Calais.

11.7.4 Representatives/Guides:

(a) Day 3 – Guide for half day – London city tour

(b) Day 5 – Guide for half day – Paris city tour

(c) Day 11 - Guide for half day – Salzburg city tour

(d) Day 15 - Guide for half day – Florence city tour

(e) Day 17 - Guide for half day – Rome city tour

(f) Services of a professional OWWT Tour Director for the duration of the tour

11.8 Inclusions "Greece Add on":

All services that are included in the "Odyssey Package" PLUS:

11.8.1 Overnight ferry from Bari to Patras

11.8.2 Transportation: Luxury, fully air-conditioned motor coaches for transfer from city tour in Athens and from Greek Island retreat.

11.8.3 Representatives/Guides:

(a) Day 22 - Guide for half day – Athens city tour

(b) Services of a professional OWWT Tour Director for the duration of the tour

If airfare is purchased through Orion Worldwide Travel the following will be included

(b) Airport transfers between airports and hotels in London, Rome and Athens depending on which package is chosen and contingent on on-time flight arrival. Should your flight be delayed in any manner, Orion is not responsible for transportation and passenger will be expected to arrange their own transportation to hotel upon arrival.

11.9 Not Included:

11.9.1 Entrances/Sightseeing/Meals other than specified above;

11.9.2 Coaching/guiding other than specified above;

11.9.3 Transfers from airport;

11.9.4 Flights/Travel insurance;

11.9.5 Incidental expenses of a personal nature;

11.9.6 Tips & Gratuities – recommended €2.00 per day per person for bus driver, €4.00 for Tour Director;

11.9.7 Visa processing – this must be done by travelers on individual basis with local consulate. US passport holders do not require a visa for countries visited.

12. LIABILITY

12.1 As a tour operator, Orion makes arrangements with carriers, hoteliers and other independent vendors in order to provide you some or all the travel services purchased. These parties are independent vendors over whom Orion has no direct control. Orion is responsible to you for properly arranging and conducting your vacation only. Unless caused by Orion's negligence, Orion is not responsible for and accepts no liability in respect of any claims, losses, damages, costs or expenses arising out of:

a. Personal injury, sickness, disease, accident or death, however caused, including without limitation, which arises out of your conduct;

b. Loss or damage to, or delay of, baggage or other property unless arising out of Orion's negligence. Should such an incident arise, Orion's liability shall be limited to the actual loss. In no event shall Orion's liability exceed the total tour cost;

c. Delays and loss resulting from government action, weather, mechanical breakdown, equipment failure, labor disputes, sickness, acts of war, insurrection, terrorism, Acts of God or any other causes beyond Orion's direct control. Orion cannot be responsible for interruption of air carrier service due to airline default;

d. Acts or omissions, whether negligent or otherwise, of suppliers of services or their personnel (including, without limitation, transportation and accommodation services) or of any other person or body unless such a person or body is employed by us, or is an agent of ours, and is acting within the scope of his or her authority. In no event is Orion

liable for the acts or omissions of independent third party contractors or of its own employees or agents acting outside the scope of their duties;

e. Loss of enjoyment, disappointment, distress or frustration, whether physical or mental, resulting from any of the following:

- i. Any matter or topic described in sub-paragraphs (a) to (d) above;
- ii. Your failure to obtain the necessary documentation to travel;
- iii. Your failure to obtain the requested travel insurance (see also below paragraph on travel insurance);
- iv. Your failure to arrive on time for initial departure or for connections within the tour or to stay within or join your tour at any time after initial departure;
- v. Your leaving the tour prior to its completion;
- vi. The need for Orion to change itineraries or substitute accommodation or services, provided Orion makes every effort to supply the most comparable services and accommodations available;
- vii. Cancellation of the program by Orion (see clause 10.6 above);
- viii. Many of our activities are action and adventure orientated. Sports and similar activities inherently involve risks of injury greater than those that would be encountered if you were not participating in such, and therefore, by voluntarily taking part in any sports or other such activities, you thereby acknowledge and assume the risks inherent therein. In the absence of negligence on our part, Orion denies any responsibility for, and shall not be liable for, any injury, illness, damage, loss, accident, expense, delay or any other irregularity resulting from your participation in any of the activities made available to you;
- ix. We take every reasonable precaution possible to assure your comfort, safety, and enjoyment while you are taking part in an Orion tour which is generally for the young, and not for the frail or those not generally enjoying good health. A change of climate, food, time and varied cultural habits often affects travelers differently. We therefore recommend that you advise your doctor that you are taking one of our tours and ask if he or she recommends anything for your trip, even for something as seemingly benign as an upset stomach. Since the brands of any medication to which you are accustomed may be unavailable in places to which you are traveling, we recommend you bring your own supply of any medication you may require and carry such medication in your hand luggage. Prescription drugs should be carried in the original labeled bottles. Should you fall ill during your Orion tour, we will make every reasonable effort to make prompt, sanitary, safe and proper medical care available to you. However, if at anytime or anywhere treatments of any sort are suggested to you that do not meet your needs or expectations, you should not hesitate to contact your own doctor. Also, please note that the same sorts of activities that can expose you to certain types of diseases at home can just as easily expose you to those same diseases abroad. This information is provided only for your convenience and we are not responsible or liable for any damages resulting from your failure to confirm or ascertain health information or medical precaution, if any, for the places which you will be visiting;
- x. To enjoy your travels to the fullest you should be in good physical and mental health. Any physical condition requiring special attention, diets or treatment, such as, but not limited to, pregnancy, psychiatric or psychological dysfunctions, mental or physical disabilities, must be communicated to Orion in writing, including a doctor's note that you

are in a condition to travel, not harming yourself or anyone else on the program, when your reservation is made. Even with a doctor's permission to come on this trip, you are traveling at your own risk and agree to hold Orion harmless for any accidents or damages occurring on your program. If your medical/health condition/pregnancy causes inconveniences above a reasonable level and/or endangers the smooth operation of the program and/or the safety of the other passengers we reserve the right to remove you from the program at your own expense without any recourse to Orion. If you fail to communicate your physical condition as set out above to Orion, then Orion reserves the right to remove you from the program at your own expense without any recourse to Orion, if your physical condition is detrimental to the smooth operation of the program or the safety or security of other passengers;

xi. Orion hereby acknowledges responsibility for arranging and conducting your trip according to the services guaranteed in these Terms & Conditions. With you in mind, Orion has accepted applications from and interviewed numerous potential employees. Orion selects only those people whom we believe, in our best judgment, to be responsible and congenial Tour

Managers, Representatives and Drivers. Although Orion firmly believes, based on personal interviews and certain disclosures made to us by our employees, that all of our employees enjoy excellent health, we, like other tour operators, are legally unable to confirm this in most, if not all, instances (see section 12.2 below for tour directors duties and responsibilities).

xii. Orion is not responsible for any additional costs incurred as a result of cancelled flights or modified travel arrangements made through Orion. All air travel is operated by companies in no way associated with Orion, and thus Orion shall not be responsible for damage arising out of delays, missed connections, lost luggage, or any other additional costs to the passenger as a result of such issues.

12.2 Tour Directors and Drivers Duties and Responsibilities:

You will find a comprehensive outline on what you can and cannot expect from your Tour Director and Driver on our web site under the "Your Guides" section.

12.3 Outline of Optional Excursions:

12.3.1 Paris Cabaret:

Program outline: A highly entertaining, one and a half hour long, multi-lingual show, featuring singers, acrobats, dancers – the famous can-can dance - and much more.

Program inclusions: Show and one glass of champagne, mimosa or soft drink.

(Additional drinks can be purchased at supplemental cost during show.) Orion shall provide a coach transfer to the show, however passengers shall be responsible for their return to the hotel.

Length of program: 1 ¾ hour long show

Minimum number of participants required to operate excursion: 10

Day and time of excursion: 2nd (on rare occasions on 3rd) evening in Paris – program starts at 10:00pm, but group is required to be at show by 9:30pm

Price (per person): To be given in final documentation

Booking deadline and Payment due date: At latest at 12:00pm on 2nd day in Paris (the end of city tour of Paris) – earlier payments (of course) possible.

Booking/cancellation rules: As program is weather independent the following rules apply: (a) For participants that have paid in full by end of city tour tickets will be guaranteed; (b) For late bookers, booking is only possible, permitting availability of tickets. Booking can be cancelled by participant until the end of city tour on 2nd day in Paris – thus 12:00pm (if already booked), irregardless of show on 2nd or 3rd night; (c) Once that deadline is passed, 100% cancellation fees apply, without exceptions, if excursion is operated; (d) Cancellations have to be given to Orion tour manager in person – a mere ‘no show’ by participant will not constitute a cancellation by participant.

12.3.3 Whitewater Rafting:

Program outline: Drive to nearby Salzach River and enjoy a white water rafting experience of Austria’s premier Alpine river.

Program inclusions: All transfers by Orion coach. Services of Orion tour director accompanying group. Local licensed rafting guides on each raft. Wet suit and life jacket, ‘101 white water rafting tutorial’ by local rafting guides, one hour white water rafting experience on the Alpine River of Salzach.

Length of program: Around 5 hours total (hotel to hotel)

Minimum number of participants required to operate excursion: 12

Day and time of excursion: Either on 2nd or 3rd bay in Zell am See (either in morning or afternoon) to be coordinated with rafting operator and OWWT tour director.

Price (per person): To be given in final documentation

Payment due date: At the latest by 8:00pm on first evening at resort – earlier payments (of course) possible.

Booking/cancellation rules: As program is weather dependant the following rules apply: (a) Program will only be cancelled if operator deems the experience to be too dangerous due to high water levels on river or mountain residues, independent of then current weather conditions (thus even if sunny and warm); (b) Program will not be cancelled merely because of rain, wind and/or cooler weather conditions on day of rafting excursion; (c) Cancellations by participant after 8:00pm on 1st day at resort will incur 100% cancellation fees, if excursion is operated; (d) Cancellations have to be given to Orion tour manager in person – a mere ‘no show’ by participant will not constitute a cancellation by participant.

12.3.4 Gondola Ride:

Program outline: Romantic gondola ride with live music when serenading through the magical backdrop of the canals of Venice, including the Grand Canal.

Program inclusions: Around 45-minute long gondola ride through the canals of Venice, seated in either a 6-person or the 4-person gondola with gondola (gondola arrangements to be coordinated by Orion tour director). One gondola will have two musicians on it (an accordion player and one singer) to perform for entire group while traveling through the canals.

Length of program: 45 to 50 minutes

Minimum number of participants required to operate excursion: 10

Day and time of excursion: Around 8:00pm on evening in Venice – group to meet at 7:30pm to walk to gondola station.

Price (per person): To be given in final documentenation

Payment due date: At the latest 8:00pm on last evening in Alpine Resort – earlier payments (of course) possible.

Booking/cancellation rules: As program is weather dependant the following rules apply:

(a) If rainfall at 7:30pm (at time when group meets for gondola ride), participant may cancel and receive 100% refund; (b) Participant may also cancel up until the time of boarding the gondola due to rain fall; (c) Participants that cancel would need to wait until those participants that want to enjoy the gondola ride, despite the rain, return again; (d) Once participants are on gondola, no refunds are possible; (e) Cancellation for any other reason will incur a 100% cancellation fee by participant, if excursion is operated; (f) Cancellations have to be given to Orion tour manager in person – a mere ‘no show’ by participant will not constitute a cancellation by participant.

Please note that the \$ amounts provided are rough estimates based on the standard fee in euros (€) and the exchange rate at the date of this contract, such fees are subject to alteration.

12.4 All monies paid by you to us, whether in respect of the deposit or full payment, may be disbursed by us as and when we see fit, in respect of the services to be provided and/or fees payable under the tour program. The payment of a deposit or any other monies in respect of your tour shall be deemed to be an authorization to disburse thereof as aforesaid.

12.5 All such monies received by us will be deposited as required by law.

12.6 We will be entitled to keep for each account any interest earned on such monies.

YOUR RESPONSIBILITIES (PARTICIPANTS)

13. BOOKING YOUR VACATION

13.1 In order to reserve your tour, a deposit of \$500.00 per person, or the full amount payable if booking is made within 91 days of departure from the US, must be submitted to Orion by you in respect of that vacation. The deposit is accepted as a first installment of the tour price by Orion only once the booking has been confirmed in writing (via e-mail) by Orion.

13.2 Any special meal requirements will be made on a request basis only. Orion cannot guarantee special meal requests nor will it assume any responsibility or liability if participants’ special meal requirements are not fulfilled. All special meal requests must be made at least 30 days prior to the trips departure in order to be accommodated.

13.3 After receiving an email of your flight details from Orion you may make 1 change request up until 61 days before your tour departs. This one change will not incur an Orion change penalty, but there may be an added price difference for the new flight. A second flight change request up to 61 days before tour departure will incur a \$200 change fee on top of any increase in actual flight price. will have 48 hours from the time that email is sent, to request an airfare change at no penalty. After this time EACH change request will incur a \$200.00 processing fee, plus any price differences due to an increase in the new flight cost.

14. PAYMENT RULES

14.1 The balance of the vacation price must be paid by no later than 91 days before your scheduled vacation departure date from the US which shall be by the due date stated on the confirmation issued to you by Orion. However, if the tour is booked within 91 days of your departure date, full payment shall be made upon booking.

14.2 Credit card payment is required for deposit only. Personal check, money order or credit card check is required for balances due.

14.3 Full payment is due on or before 90 days prior to commencement of tour. If your payment has not been received 90 days before your tour departure, Orion will notify you that your payment is overdue. If your payment still has not been received 83 days before your tour departure you will be assessed a \$50 late payment fee. If at 76 days before tour departure your payment still has not been received you will be assessed another \$50 late fee. If at 69 days before tour departure your payment has not been received you will be assessed another \$50 late fee. All late fees, up to a maximum of \$150, will be charged directly to the credit card you provided for the reservation deposit. If at 62 days your payment has not been received you will be cancelled from the tour. All late fees, tour and airfare cancellation penalties apply.

14.4 Tickets and other documents won't be forwarded until full payment has been received by Orion Worldwide Travel.

14.5 Bookings made between 90 and 31 days of your departure from the US, the following rules will take effect: (a) Orion reserves the right not to accept any such bookings (b) the full cost of the tour is due immediately upon receipt of the invoice. Please see section 14.2 (c) a series of 3 \$50.00 late payment fees may be added to the cost of the "European Odyssey" if your payment is late, see 7 day schedule in section 14.3 (d) we reserve the right to ship all travel documents to participant, incurring a \$30.00 document delivery fee.

14.6 In the case of late bookings made after 30 days of your departure from the US, the following rules will apply: (a) Orion reserves the right to not accept any such late bookings (b) the full cost of the tour will be payable immediately on booking (c) a late booking fee of up to \$150.00 may be added to the cost of your "European Odyssey" (d) we reserve the right to ship all travel documents to participant, incurring a \$30.00 document delivery fee.

14.7 Orion reserves the right to cancel the booking and apply cancellation charges should payments not be received within the above specified periods.

14.8 Bouncing of Checks:

Orion will charge a \$40.00 processing fee in case our bank cannot process a payment by check for any part of your payment.

14.9 Tipping Recommendation for Tour Directors and Drivers:

In case you were happy with the services of our tour directors and drivers and would like to show your appreciation for the hard work they were providing you with throughout your vacation, Orion highly recommends that each participant tips the tour director €4.00 (euros) per day of your journey and the bus driver €2.00 (euros) per day of your journey at the end of their services.

15. CANCELLATION & CHANGE RULES FOR PARTICIPANTS

15.1 Notice of cancellation must be made in writing to Orion.

15.2 If you cancel more than 91 days prior to the commencement of the program, you will receive a full refund of all payments made to us.

15.3 “European Odyssey” and “Greece Add on” Cancellation Policies:

15.3.1 Upon cancellation between 90 and 61 days prior to the commencement of the tour you will receive a full refund minus a \$500.00 cancellation fee equaling your tour deposit amount;

15.3.2 Cancellation between 60 and 31 days prior to the commencement of the program will incur a cancellation fee equaling 50% of the cost of the “European Odyssey” and/or “Greece Add on”;

15.3.3 Cancellation within 30 days prior to the commencement of the tour will incur a cancellation fee equaling 100% of the cost of the “European Odyssey” and/or “Greece Add on”

15.3.4 If you fail to join the tour or join it after its departure or leave it prior to its completion, no tour price refund can be made. Please note that if the reason for cancellation falls within the terms of any trip insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company;

15.3.5 Tour changes are acceptable in certain conditions; please contact Orion Worldwide Travel for further details.

15.4 “Airfare” Cancellation Policies:

15.4.1 For flight cancellations on or before 91 days prior to departure, you will receive full refund of your monies paid to Orion;

15.4.2 For flight cancellations between 90 and 61 days prior to tour departure there will be a \$200 cancellation fee.

15.4.3 Flight cancellations on or after 60 days prior to the commencement of the program will receive no refund thus incurring a 100% cancellation fee.

15.5 “Airfare” Change Policies:

15.5.1 For changes made 61 days or greater prior to departure: 1 time change permitted without fee (airline charges may apply). Secondary and subsequent changes incur a \$200 service fee (additional airline charges may apply). 61 days or less prior to departure, changes are not permitted.

15.6 For cancellations regarding your land portion “European Odyssey” and “Greece Add on”) see cancellation policies for “European Odyssey” and “Greece Add on” above.

15.7 These cancellation fees are in addition to any cancellation fees that may be levied by any other travel vendor you have booked a travel service with.

16. TOUR DETAILS AND CONDITIONS

16.1 Please read the “what is included” section in your booking form (“European Odyssey” and “Greece Add on”) carefully for those items included in the price. No allowance or refund can be made for meals, accommodation, excursions, etc. that you elect not to take.

16.2 Orion’s tours are specifically designed for the graduating senior age group. Consequently the facilities and activities on an Orion tour are not appropriate to persons outside this age bracket. If you have a question regarding the age groups, you should discuss this thoroughly with Orion.

16.3 Persons with disabilities must contact Orion as soon as possible before any tour to determine if the particular tour would be appropriate, to discuss what reasonable accommodations may be provided and to give Orion the opportunity to prepare such reasonable accommodations. In many countries public facilities and accommodations for persons with disabilities will cause difficulties, restrictions and hardships over which Orion will have no control. In addition, Orion cannot provide personal devices or individually prescribed devices, nor can Orion provide services of a personal nature, such as assistance in eating, toileting or dressing. In some cases it may be appropriate to bring a personal assistant. If you have a disability and do not contact Orion sufficiently in advance of a tour, we may not be able to accommodate you on a tour and you could be asked to leave the tour (see also clause 12.1).

16.4 You are responsible for all travel arrangements and costs to/from the point of commencement/conclusion of the tour.

16.5 There may be times when the Orion Tour Director or Representative has to make a decision in the best interests of their group. You agree to comply with the authority and decisions of the appointed Orion Tour Director or Representative and the laws of the country in which you are traveling in. If you do not so comply or if, in the Orion Tour Director’s or Representative’s opinion, you are not compatible with the general enjoyment and well being of other members on the tour or the smooth operation of the tour itself, Orion reserves the right to refuse to let you continue with the tour. In such an event, you will be responsible for your own repatriation and related costs and hereby agree not to hold Orion responsible.

16.6 It is your responsibility to have a valid passport and, permits and certificates required for your selected vacation as well as any necessary vaccinations and to comply with all applicable laws.

16.7 You agree that any of Orion's Tour Directors or Representatives may take photographs and films of you while you are on vacation and that these may be used in our marketing, advertising or publicity materials without obtaining any further consent or payment in respect of such photographs and/or films.

16.8 Should you have a complaint in respect of the tour, you should inform the Orion Tour Director during the course of the vacation and if the matter cannot be resolved after the representative's best endeavors to do so during the trip, your complaint should be made in writing to Orion as soon as is reasonably possible after the trip but within 30 days thereof so that your complaint can be investigated. Any claims made after the 30 day period will not be considered by Orion. If you choose to write to Orion via e-mail, please provide your home address so that Orion may reply to you also via United States mail.

16.9 The contract and all matters arising in respect hereof shall be subject to the laws of the Commonwealth of Virginia, USA, unless Orion agrees otherwise in writing.

16.10 If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.

16.11 If you are unsuccessful in any legal action instituted against Orion, you agree to pay all our costs, including but not limited to, attorney/client costs.

16.12 You are reminded that during your vacation you are representative of your school as well as Orion's travel program such that no unacceptable or inappropriate behavior will be tolerated at any time. As a result, Orion reserves the right to immediately cancel your participation in the program with any and all subsequent costs borne by you. Similarly, should Orion have to assist you due to your own negligence affecting yourself or others on the tour, you hereby agree that Orion may charge the credit card used to purchase the trip for any charges arising out of the aforementioned conduct.

16.13 While participants are riding onboard the tour bus, no eating, drinking or smoking is permitted. Scheduled rest stops will be taken where food and drink may be consumed.

16.14 Should you incur any additional hotel charges upon checkout, Orion reserves the right to charge the credit card used to purchase the trip the additional amount plus a \$75.00 penalty fee.

17. INSURANCE

Orion highly recommends you take out comprehensive travel insurance cover for loss of deposit and other monies through cancellation, additional expenses to cover hotel accommodation and repatriation costs should any services need to be extended or curtailed due to illness or other insurable risk, medical expenses, personal accident, money and public liability when making a booking.

Please note that restrictions on the time to effect insurance apply to some services such as airfares. Should you require Orion to secure travel insurance on your behalf at your further expense please contact us. Upon receipt of your application your sponsoring institution and/or Orion will send you an application for comprehensive trip insurance. Should you decide not to take out comprehensive trip insurance you acknowledge to bear all costs involved with any, but not limited to accident and cancellations, during your vacation and you will hold Orion harmless.

18. ILLNESS OR ABSENTEEISM

In the event of your withdrawal from a tour after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. Unfortunately no refunds can be made for absences from a tour, including but not limited to, missed meals or sightseeing.

19. WHAT'S NOT INCLUDED IN THE PROGRAM PRICE

Airfares to and from your vacation destination (unless using Orion's "Airfare"), airport taxes, air surcharges, passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to tour managers, drivers and local guides, items of a personal nature, excess baggage, optional excursions.

20. WEATHER CONDITIONS

Under no circumstances can we be held responsible for adverse weather conditions, nor can any vacation be cancelled or amended by you at any time on the basis of adverse weather conditions.

GENERAL POINTS

21. CONTRACTING PARTIES

21.1 The booking conditions detailed herein contain the entire contract between you and Orion. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorized officer or director of Orion.

21.2 Your contract is with us as the tour operating company. At any time and at our complete discretion Orion may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which Orion may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. Orion may assign all or any rights and liabilities arising under or by virtue of this or any other contract with you.

21.3 Orion is not a carrier or hotelier nor does it own aircraft, hotels or coaches. All bookings with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers. Please note that some of these limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. While Orion cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-parties, we will give any possible assistance within reason in helping to resolve any reasonable dispute. Please also note that Orion cannot be held responsible for the failure of any of these parties to provide facilities or services for handicapped clients (see also section 16.3).

21.4 Please note that no airline or carrier depicted or recommended in our marketing materials by virtue of their endorsement of our marketing materials represent themselves either as contracting with any purchaser of a trip from Orion or as having any other legal relationship with any such purchaser.

21.5 Every effort is made to ensure website accuracy, however Orion cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

22. VALIDITY

The pricing is valid for the current marketing year only. Prices are subject to change.

23. OPERATING COMPANIES

The programs advertised in the printed materials and website are operated by Orion Worldwide Travel LLC, 106-A S. Columbus St.
Alexandria, VA 22314