

King Tut Tours,Inc Terms & Conditions of Sale Rev. Jul 01,2015

RESERVATIONS AND PAYMENT - A deposit is required within three days (all referenced days are calendar days) of booking to secure a reservation. All balances are due 60 days prior to departure. Special payment policies may apply and will be advised at time of reservation. If payment is not received by the due date, airline and all other reservations will be cancelled. King Tut Tours,Inc is not responsible for any penalties, fare increases or fees incurred due to late payment. Submission of payment to King Tut Tours,Inc signifies the acceptance of the Terms & Conditions of Sale.

FORMS OF PAYMENT - Payment may be made by check, debit and credit cards from American Express, Visa, MasterCard, Diners Club, King Tut Tours,Inc only accepts checks made payable to " King Tut Tours,Inc " All returned checks are subject to a \$75 service charge. (Credit card fee of 4% to be added Only applies to discounted rates !

LAST-MINUTE RESERVATIONS - Reservations are accepted up to the day of departure, subject to availability. International destinations may require up to three days' advance notice. A special handling fee of \$100 per booking will be assessed to reservations accepted within 14 days of departure

CUSTOMER IDENTIFICATION AND PROOF OF CITIZENSHIP The Transportation Security Administration (TSA) requires all airline passengers traveling on and after November 1, 2010 to provide the following Secure Flight Passenger Data (SFPD) regardless of when the reservation was booked: Full Name as it Appears on Government-Issued I.D. Date of Birth Gender Redress Number (if available)

Names provided to King Tut Tours,Inc for customers must be an exact match to the photo ID that will be used during travel. The customer is responsible for all fees and expenses that may be incurred due to an incorrect name, or to the denial of travel due to an incorrect name. A name revision fee subject to airlines fare rules plus \$50 per person will be assessed by King Tut Tours,Inc for name corrections or revisions, in addition to other fees assessed by airlines or other suppliers. Updated information regarding security measures and requirements for air travel are available at www.tsa.gov. It is highly recommended for the customer to check this website for possible changes due to security measures and air travel for their scheduled destination(s). (Note: once trip booked a name change may not be accepted.

It is the customer's responsibility to verify current entry requirements to the country they are visiting and obtain the necessary travel documentation/Visa and accept their entry rules based on the country of origin, destination and any countries in which a stop is scheduled.

An entry visa and passport may be required. It is the customer's responsibility to verify that a passport is valid at the time of departure, remains valid for a minimum of six months beyond the return travel date, and contains sufficient BLANK pages to attach any required visas for their travel. Some countries may require that children under 18 years of age must travel with the consent of both parents. Please verify the most current documentation and entry requirements with the country's consulate, an immigration office or at www.travel.state.gov. No refund will be issued for losses incurred as a result of failure to obtain or provide required valid documentation.

Notice on Aircraft Cabin Insecticide Treatment: 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>

DOCUMENTS - Documents will be issued on fully paid reservations approximately 21 days prior to departure. A document reissue fee of \$70 per booking in addition to any supplier fees and expedited delivery service fees will be assessed for the replacement of lost or destroyed documents.

CHANGES PRIOR TO DEPARTURE – King Tut Tours,Inc will assess a fee \$75 for each customer initiated change to the reservation after receipt of payment, and additional airline, hotel and/or supplier fees may also be charged. Any change made will result in the reservation being re-priced at the rate in effect at the time of the change. A “name change” constitutes a cancellation and may not be accepted by the airlines or Cruise ship and cancellation fees will apply.

CANCELLATIONS & REFUNDS – King Tut Tours,Inc will assess a fee \$500 for cancellations. Additional airline, hotel and/or supplier fees may also be charged. Once travel has begun, there will be no refunds for any unused or partially used travel component for any reason. While every effort will be made to provide all items on the travel itinerary as booked, King Tut Tours,Inc reserves the right to cancel or alter any reservation for any reason prior to departure. Should this occur, refunds if applicable will be made without any further obligation by King Tut Tours,Inc.

With respect to the travel arrangements made in connection with this transaction, King Tut Tours,Inc represents and acts as agent for disclosed principals and independent contractors, including carriers, transportation companies, tour operators, wholesalers, service companies, hotels, etc. King Tut Tours,Inc is not responsible or liable for any acts, omissions, financial stability, delays or changes by any of these entities or any terrorist attack Neither King Tut Tours,Inc nor any of its representatives shall be or become liable or responsible for any loss, injury, damage to person, property, or otherwise in connection with any accommodations, transportation or other services resulting directly or indirectly from any extraordinary circumstances, including but not limited to acts of God, dangers incident to the sea, fire, breakdown in machinery, acts of governments, de jure or de facto, war, hostilities, civil disturbances, strikes, riots, thefts, epidemics, medical quarantines, customs regulations, defaults, terrorist attack, delays or cancellations of or changes in itinerary, routing or schedules from any cause beyond the control of the King Tut Tours,Inc or from any loss or damage resulting from insufficient or improperly issued passports, visas or other documents. The above information is intended to assist you with your travel plans but does not necessarily represent complete and up-to-date travel information for your specific plans.

NO-SHOWS - Failure to travel without prior notification is considered a no-show and the entire cost of reservation is non-refundable, subject to policies and procedures of the providers of travel and accommodations.

King Tut Tours,Inc, PRE-DEPARTURE CHANGE & CANCELLATION FEES

All Destinations

All Travel Period

Days Prior :

Deposit: Non Refundable, Airline tickets payment non refundable

Payment:

Per Person Airlines Fare Rules Plus Supplier fee :

25% penalty for travel 60—45 Days before Departure date.

50% Penalty for Travel 45—30 days before Departure date.

100% Penalty for travel 30 days before departure date.

CHANGES AFTER DEPARTURE No refunds will be granted on unused services once travel has commenced. King Tut Tours, Inc will assess a \$100 per person fee for changes made after commencement of travel plus any fees imposed by the airlines, Cruise boats or tour supplier . Changes in return transportation to the extent permitted by carrier(s)' tariff may be made only through King Tut Tours, Inc representatives. Changes in travel arrangements that result in additional monies owed due to price differences, fuel surcharges, ticket re-issuance fees, etc. are due and payable directly to King Tut Tours, Inc representatives at time of change.

TRAVEL CONSUMER RESTITUTION FUND DISCLOSURE: For customers who purchase from within the State of California: This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the customer is located in California at the time of payment. Eligible customers may file a claim with TCRF if the customer is owed a refund of more than \$50 for transportation or travel services that the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount that may be paid by the TCRF to any one customer is the total amount paid on behalf of the customer to the seller of travel, not to exceed

\$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove the claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which they file a TCRF claim. The traveler may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001. For customers purchasing from outside of California: This transaction is not covered by the California Travel Consumer Restitution Fund.

RATES - All rates are quoted in U.S. Dollars unless otherwise noted. Rates are subject to change at any time, without notice. King Tut Tours, Inc reserves the right to make adjustments if a particular rate was incorrectly stated. King Tut Tours, Inc can guarantee rates only for reservations paid in full; it is therefore recommended that full payment be made at time of booking. Airline tickets must be issued to guarantee against rate increases, fuel surcharges and to avoid cancellation of airline reservations. Government and supplier-imposed taxes and fees are subject to increase at any time and are not covered by King Tut Tours, Inc.

RATES DO NOT INCLUDE - Airline baggage or seat assignment fees or other ancillary fees, passport and visa fees, some departure taxes, gratuities, meals, beverages, resort fees, hotel energy surcharges, parking and valet fees, insurance, telephone calls, additional bedding charges, laundry service, Tips, airport or cruise port transfers and other miscellaneous charges of a personal nature are not included except where specifically noted.

AIR TRANSPORTATION - King Tut Tours, Inc has no control over and assumes no liability for airline strikes, schedule changes, flight delays, flight cancellations or other airline initiated changes. In the event of such an occurrence, the airline is responsible and will determine what action will be taken.

ACCOMMODATIONS – Facilities, guest services, amenities, hotel energy surcharges, resort fees and promotional offers are provided at the discretion of the hotel/cruise line and are subject to change without notice. Any additional costs are the responsibility of the customer and are payable directly to the hotel/cruise line. Room/cabin location, connecting rooms and bedding requests are not guaranteed and are based upon availability at time of check in. Hotel/cruise ship descriptions and photos do not necessarily depict the actual room/cabin in which guests will be accommodated; maps and images may not be exact or to scale, and are for general description purposes only. Room/cabin standards are the sole responsibility of the hotel/cruise line. Hotel/cruise ship ratings are based on information provided by the hotel/cruise ship and King Tut Tours, Inc own evaluations.

For hotels located in certain jurisdictions such as New York City, New York sales taxes and a New York City Hotel Room Occupancy Tax must be collected on both the rent charged by the hotel and the amount King Tut Tours, Inc charges for its services, which we are required to collect and remit to these jurisdictions.

RENTAL CARS - Each rental day consists of one 24-hour period. Overtime charges must be paid directly to the car rental company (CRC). Car rentals do not include gas, collision damage waiver, drop charges, personal accident insurance, personal effects protection, car seats, additional driver fees, upgrades or extensions of rental beyond the period included. All CRC claims must be settled directly with the CRC. NOTE: A valid driver's license and security deposit must be provided to the CRC. Minimum driver age varies by destination and type of vehicle. Underage drivers may be subject to an extra surcharge payable directly to the CRC.

BAGGAGE AND PERSONAL PROPERTY - Baggage checked or carried on board an aircraft, vessel or vehicle are subject to fees based on weight, number and size. All baggage fees are the responsibility of the customer and are payable directly to the supplier. Please contact the supplier for their current baggage policy. King Tut Tours, Inc is not responsible or liable for any delay, loss or damage to baggage and personal property.

PHYSICAL DISABILITIES - Customers requiring special facilities, services or accommodations must disclose such needs to King Tut Tours, Inc at time of reservation. Wheelchair-accessible transportation and accommodations may be requested, but cannot be guaranteed. Available

Accommodation standards vary by hotel/cruise ship and are not within the control of King Tut Tours, Inc. Your foreign destination may not conform to the United States' Americans with Disabilities Act requirements, and facilities for disabled persons may be extremely limited. King Tut Tours, Inc assumes no liability for the failure for the provision of accommodations by a travel vendor.

RESPONSIBILITY - King Tut Tours, Inc is only responsible for reserving the items listed in the reservation details. The suppliers providing transportation, sightseeing arrangements, tours, excursions and accommodations ("Suppliers") for the vacations are independent contractors and are not agents, affiliates, representatives or employees of King Tut Tours, Inc, or any of its subsidiaries, related companies, or parents ("King Tut Tours, Inc ") has no ownership interest in any Supplier. Any use of the

King Tut Tours, Inc. is provided by a Supplier for identification purposes only and does not constitute ownership, agency, supervision or control by King Tut Tours, Inc. All documentation, receipts and tickets are issued subject to the terms and conditions specified by the Supplier. By utilizing the services of the Suppliers, you agree that neither King Tut Tours, Inc. nor any of the King Tut Tours, Inc. Parties shall be liable for (1) any accident, loss, injury or damage to you or to those traveling with you in connection with any accommodations, transportation or other services or resulting directly or indirectly from any occurrences or conditions including, but not limited to, negligence, defects in vehicles, equipment malfunction, strikes, "Acts of God," riots, terrorist acts or threats, wars, acts of governmental authority, theft, delays, weather conditions, environmental conditions, bankruptcy, cancellations or changes in itineraries or schedules or (2) loss or damage to property or injury to persons, caused by reason of any act or omission, intentional, negligent or otherwise by such third party Suppliers. King Tut Tours, Inc. makes no implied or express warranties in the offering of any vacation described in these materials. Remember that all travel documents and required personal identification, as well as compliance with agricultural regulations, are your responsibility. The terms under which you agree to take a vacation cannot be changed or amended except in writing, signed by an authorized officer of King Tut Tours, Inc. The customer contract in use by the airline, when issued, constitutes the sole agreement between you and the airline. King Tut Tours, Inc. reserves the right to decline to accept or retain any person as a member of the vacation at any time prior to departure or during the course of the vacation. In the unlikely event that the services or accommodations are not available as stated, due to reasons beyond King Tut Tours, Inc.' control, efforts will be made to provide services or accommodations of equal standard and quality. Refer to the travel information enclosed with travel documents for assistance once travel has commenced or contact our Customer Experience Department at King Tut Tours, Inc, 2063 Camino Ramon, Ste 419, San Ramon, Ca 94583 in writing within 30 days of your return regarding service issue disputes. In those cases where a refund is warranted, all unused documentation must be returned in order to process the refund.

Purchase Money & Deposit Plan Disclosure: California law requires certain sellers of travel to have a trust account or bond or be bonded through the United States Tour Operators Association (USTOA). King Tut Tours, Inc. is a participant in CST Consumer Protection Deposit Plan. You may make a claim to this plan if you are owed a refund. The Plan covers losses for transportation or travel services that were not delivered or not refunded when required. A claim can be made when a tour operator declares bankruptcy, becomes insolvent or ceases business, or 120 days following the failure of a tour operator to refund a payment or deposit after a cancellation or material failure to complete performance of a tour(s) or vacation package(s). The program covers tours or vacation packages purchased up to seven (7) days, insolvency or cessation of business. Claims must be filed no later than ninety (90) days after the bankruptcy, insolvency, cessation of business or failure to refund on account of cancellation or non-performance, as the case may be. The maximum amount of any claim the customer can make against the plan is the total amount paid on behalf of the customer to the seller of travel.

LIMITATION OF LIABILITY - By making a reservation, customer acknowledges that in all events, King Tut Tours, Inc. shall not be liable for any incidental or consequential damages and that the sole extent of King Tut Tours, Inc. liability, if any, shall never exceed the amount actually paid by customer to King Tut Tours, Inc.

ARBITRATION - Any dispute arising out of, or relating to, any vacations offered shall be submitted to non-binding arbitration under the Federal Arbitration Act. To the extent that the Federal Arbitration Act either is inapplicable or held not to require arbitration of a particular claim or claims, California law pertaining to agreements to arbitrate shall apply and the arbitration shall be conducted under the terms of the California Code of Civil Procedure. Each party shall pay for its own costs, arbitration fees and attorneys' fees, if any.

California Seller Of Travel: King Tut Tours, Inc is a Registered Seller of Travel with the State of California. CST number # 2017318-40. Registration as a seller of travel does not constitute approval by the State of California.

These Terms and Conditions of Sale are not applicable to groups or special interest packages. Group and other special interest packages may have special restrictions.

These Terms and Conditions of Sale are subject to change at any time at King Tut Tours, Inc sole discretion without notice.

King Tut Tours, Inc All rights reserved.

Revised: 07/01/2015