

**Terms & Conditions**  
**2018 Honors Performance Series at Carnegie Hall – EDUCATOR PROGRAM - June**

The Honors Performance Series is produced and facilitated by Lakeland Tours, LLC d/b/a WorldStrides (“WorldStrides”).

**Waiver & Release:** In addition to these terms and conditions, all registrants must electronically acknowledge the program waiver & release form during the online registration process. If registration is not completed online, this waiver & release form can be returned to WorldStrides via email to [honors@honorsperformance.org](mailto:honors@honorsperformance.org) or by mail to PO Box 6276 Charlottesville, VA 22906. A copy of the waiver & release form can be obtained by contacting [honors@honorsperformance.org](mailto:honors@honorsperformance.org).

**Program Cost and Payment Information**

**Program Cost Adjustments:** Program cost is subject to adjustment if the minimum enrollment is not met, if the program content changes or in the event of circumstances beyond WorldStrides’ direct control. These include, but are not limited to, increases in travel security charges, government imposed fees and taxes, fuel and energy costs and charges, and vendor imposed schedule changes or delays.

**Program Fees Not Included:** Unless specifically stated in writing from WorldStrides, WorldStrides’ program price does not include meals, expenses incurred during free time periods, baggage charges, transportation from your home to the origination point of the WorldStrides program and back, tips to guides, or overnight lodging and meals in the United States prior to departure or upon return of an international flight.

All transportation to and from the origination point of the WorldStrides program for participation in the program is the sole responsibility of the program participant and his/her guardian. Program components missed for any reason, including transportation delays, will not result in refunds.

**Payment Plans:** You will have three payment options: (1) pay in full (2) make regularly scheduled installment payments under an installment plan established by WorldStrides or (3) establish automatic payments to be charged to your checking account at a US banking institution via WorldStrides EZPay program. If you choose number (2) above, WorldStrides charges a \$6 non-refundable handling fee on each installment payment following your registration, except the initial deposit and the final payment. There are NO HANDLING FEES associated with payments made through the EZPay program.

Reservations are not transferable at any time. All programs must be paid in full by the final payment deadline. Your program space is not guaranteed if you do not adhere to the terms of the chosen payment plan.

**Registration:** All participants must submit a \$99 participation deposit to secure their spot in the program. Once a participation deposit is received, a participant is automatically registered in the program. The deposit is not refundable if a registrant subsequently cancels his/her participation for any reason. All itinerary components may not be available if registration is not received before March 30, 2018. If a registration is submitted after March 30, 2018, and a component is not available, no refund will be given. Should a participant fall behind in meeting the chosen payment plan payments or fail to respond with required information or forms (including the Emergency Medical Release and Behavior Contract) by established deadlines, WorldStrides may, at its discretion, cancel the participant’s place in the program. In such circumstances, no refund will be given.

**Late Payment Fees:** If your balance is not paid in full by the final payment deadline, WorldStrides charges a \$60 late payment fee. The fee for any late payments made after any scheduled payment date is \$15. No personal checks or business checks will be accepted after the final payment deadline. There is a \$35 service charge on returned checks, declined credit cards, and declined or returned electronic payments.

**Transportation:** All transportation to and from New York City for participation in the program is the sole responsibility of the program participant and his/her guardian. This expense is not included in the program cost. Participants will be given a window of time during which they should arrive at the designated hotel. Additionally, participants will be given a window of time during which they should depart at the end of the program. Program components missed for any reason, including transportation delays, will not result in refunds. WorldStrides is not responsible for costs associated with cancelled flights. Program participants will be notified of the arrival and departure time windows by April 2018.

**Cancellation**

**Cancellation Notices:** All cancellations must be made in writing by or on behalf of the Responsible Party listed on the registration form to [honors@honorsperformance.org](mailto:honors@honorsperformance.org) or via mail to WorldStrides (Attn: Honors Performance Series), PO Box 6276 Charlottesville, VA 22906, must be postmarked prior to the beginning of the program, and must include account number, applicant’s name, and complete address. All refunds are issued using the original form of payment on the account in approximately four to six weeks. Check refunds are only issued to the primary responsible party listed on the account. Within seven calendar days following receipt of your application confirmation email, you may cancel your WorldStrides program and receive a full refund. After seven days, the Standard Cancellation Policy applies. Participants are expected to show up at the assigned meeting place on the first day of the program. Failure to do so without notifying WorldStrides will result in cancellation without a refund.

In the event that the trip is canceled as a result of or following acts of force majeure, including, without limitation, acts of God, war (whether declared or not), terrorism, or civil unrest, or in the event of WorldStrides’ bankruptcy, insolvency, or cessation of business the below stated Standard Cancellation Policy will apply.

**Standard Cancellation Policy:** If you cancel, the following Standard Cancellation Policy applies:

<b>Letter of Cancellation Postmark</b>	<b>Amount Owed</b>
On or before March 30, 2018	\$99 registration deposit
Between March 31, 2018 and April 27, 2018	50% of the program cost*
Between April 28, 2018 and May 25, 2018	75% of the program cost*
After May 26, 2018	100% of the program cost*

**Non-Refundable Fees:** The non-refundable deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under the Standard Cancellation policy.

*For California residents only:* Upon cancellation of the transportation or travel services, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to WorldStrides for services not received by you will be promptly refunded by WorldStrides to you unless you otherwise advise WorldStrides in writing. Registration as a seller of travel does not constitute approval by the state of California. WorldStrides’ principal office is located in Charlottesville, VA. This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of WorldStrides’ default.

*For Washington State residents only:* If transportation or other services are canceled by WorldStrides, all sums paid to WorldStrides for services not performed in accordance with the contract between WorldStrides and the consumer will be refunded within 30 days of receiving funds from the supplier with whom the services were arranged, or if the funds were not sent to the supplier, the funds shall be returned within 14 days after cancellation by WorldStrides to the consumer unless the consumer requests WorldStrides apply the money to another travel product and/or date.

## Extras

**Medical Insurance:** All participants are provided accident, illness, and accident-related dental insurance coverage up to \$7,500 for accident, \$1,500 for illness, and \$750 for accident-related dental. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant.

Participants are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment.

## General Information

**Program Information Letter:** Approximately two to three weeks prior to the program, you will be sent details regarding your final itinerary, hotel information, packing tips, specific drop-off/pick-up locations, etc.

**Travel Documentation:** Every participant must have the required documentation necessary to participate in the program prior to the date of departure, including date of birth and necessary identification that fully matches the name provided to WorldStrides for inclusion on travel documentation and airline tickets, and must meet any other applicable compliance requirements issued by the Transportation Security Administration or related agencies.

WorldStrides provides online and customer service to keep the program participant's information current and it is the participant's sole responsibility to assure that this information is fully up to date no later than 60 days prior to the group's departure date. If changes occur after that date, the participant must contact customer service and additional change fees may apply. Visit the Transportation Security Administration website at [www.tsa.gov](http://www.tsa.gov) for more information.

If a participant is unable to travel due to the lack of a proper identification, passport or visa, or necessary inoculations, the Standard Cancellation Policy will apply. Reservations are not transferable at any time.

**Supervision/Behavior:** WorldStrides, program staff, and chaperones establish behavior rules and directions for all participants. Failure to abide by the rules or directions may result in the participant being sent home at their own expense without any right to a refund. All program participants will be responsible for their own actions at all times. Illegal consumption of alcoholic beverages or non-prescription drugs of any kind, as well as violation of certain other rules, constitutes grounds for immediate expulsion. Participants are responsible for exercising sound judgment, caution and respect for people, places and things while on the program and must sign a Conduct Expectations Agreement (a Behavior Contract) form to be supplied by WorldStrides. Actions of a Participant which violate the program Conduct Expectations Agreement, which include, but are not limited to, possession or consumption of non-prescription drugs of any kind, excessive or illegal consumption of alcohol, being arrested by authorities, or any actions which negatively impact safety, the production, the Series event, or the experience of any program participant or participant of related programs, constitute grounds for immediate expulsion without refund.

Portions of the Educator Package itinerary allow for free time for participants, or for participants to attend activities on their own. WorldStrides has no responsibility for participants when they are on their own. On occasion, participants will be allowed to explore on their own. WorldStrides has no responsibility for participants when they are on their own, and it is the sole responsibility of those participants to take whatever actions are necessary to rejoin the group, if that is their intent, at their own cost. If a program participant is late in appearing for a scheduled departure, WorldStrides has no duty to delay the Program to wait for the participant. Damage or injury caused deliberately or by carelessness to WorldStrides property, or to any property or individual without limitation must be paid for by the person responsible for such damage. Participants are fully responsible for any costs arising from the damage, loss or theft of any personal property during the Program.

**Personal Property:** Participants are fully responsible for any costs arising from the damage, loss, or theft of any personal property during the program. Participants are responsible for handling their own luggage/instruments at all times.

**Travelers with Disabilities:** WorldStrides happily welcomes all travelers on our programs. However, the programs are fast paced, require a great deal of walking, and can be physically demanding. Due to these restrictions, you may not be able to fully participate in the program. Furthermore, WorldStrides is not responsible for any denial of service by carriers, hotels, restaurants, and other independent suppliers, and cannot refund the cost of any activity in which you were unable to participate. We encourage that any disability requiring special attention be reported to WorldStrides at the time of registration. WorldStrides will make reasonable attempts to accommodate special needs. Travelers requiring extraordinary assistance must be accompanied by a paying companion who is capable of and totally responsible for providing the necessary assistance.

**Special Dietary Requirements:** WorldStrides cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant.

**Trip Changes:** Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond WorldStrides' control at the discretion of WorldStrides as it deems necessary or desirable. WorldStrides at its sole discretion may cancel a program due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability, or any other reasons at any time. Whenever possible, suitable alternatives will be provided. If a trip is canceled by WorldStrides, the sole obligation of WorldStrides is to refund all funds collected from any registrant minus any reasonable non-recoverable expenses incurred by WorldStrides on behalf of the participant.

WorldStrides reserves the right to change the date of departure due to venue requirements by no more than two days from the original departure date. These changes are not grounds for cancellation without penalty or for refunds after the program. On occasion, WorldStrides must change dates of a scheduled program by 3 days or more. If you find it necessary to cancel because your program dates are changed by WorldStrides by 3 days or more, you will be refunded all monies, minus fees for returned checks and merchandise fees. Your letter of cancellation must be postmarked no more than 14 days after the date change is announced, and it must state that the date change is your reason for canceling.

**Professional Development Points:** Participants in the Educator Program are eligible to receive a maximum of 25 Professional Development points for their participation. Educators will receive their certificate upon satisfactory completion of the program. Failure to attend events may result in removal from the program without receipt of Professional Development points.

**Third-Party Providers:** Lakeland Tours, LLC d/b/a WorldStrides, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "WorldStrides") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, WorldStrides is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

**Uncontrollable Circumstances:** Without limitation, WorldStrides is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure

of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any other cause beyond the direct control of WorldStrides. For further information regarding travel to your specific destination(s), you are encouraged to visit the Centers for Disease Control and Prevention's Travelers' Health website at [www.cdc.gov/travel](http://www.cdc.gov/travel), as well as, if applicable, the State Department's International Travel website (<http://travel.state.gov>).

WorldStrides reserves the right to cancel a program at its discretion for the safety of its travelers, and all monies paid to WorldStrides for the trip, minus merchandise fees, will be refunded. Decisions to cancel a program will be based on travel warnings issued by the U.S. Department of State. No additional compensation will be made.

**Arbitration:** Any dispute concerning these Terms & Conditions and/or any other matter concerning the program, including, but not limited to, any events and circumstances occurring during the program, shall be resolved solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.

**Privacy:** Because the nature of our business requires coordination with various providers who deliver the travel services, it is necessary to share some personal information from time to time.

**USTOA Membership Means You're Protected:** WorldStrides, as an Active Member of USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.ustoa.com](http://www.ustoa.com).

**Seller of Travel Numbers:**

California Seller of Travel Registration No: 2041618-20

Lakeland Tours, LLC DBA: WorldStrides is registered with the state of Florida as a Seller of Travel – Registration No: ST24541

Hawaii TARS-5388; IA 568; and WA 601 887 646, 602 011 744.

Rev. 3/2018

***Please note: A participant will not be allowed to travel on a WorldStrides program if his/her name does not appear on the travel roster on the day of departure, or if he/she has not submitted a signed waiver and release form, emergency medical release form, or personal behavior contract. By registering for a WorldStrides program, and making an initial deposit, participants and/or persons listed on the account are agreeing to and consenting to these Terms and Conditions. If you do not understand any of the foregoing Terms and Conditions, or if you have any questions or comments, please contact the Honors Performance Series team at 1-800-503-0807***