<u>Terms & Conditions</u> 2020 Middle School Honors Performance Series at Royal Festival Hall, Southbank Centre

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

Waiver & Release: All applicants must return a signed waiver & release form at the time they complete the application form. If not completed online, this waiver & release form can be returned to WorldStrides via email to honors@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.

Selection, Payment and Price

Application, Selection, and Registration: All applicants must submit a participation deposit with their completed application. If an applicant submits a reduced application deposit prior to the first-round application deadline and fails to submit the remaining application requirements on or before the first-round deadline, WorldStrides retains the right to charge an additional deposit to keep the application open for final-round review. All but a \$15 application review fee is refunded if the applicant is not selected as a Junior Finalist. If an applicant is selected as a Junior Finalist, he/she is automatically registered in the program. The deposit is not refundable if an applicant is selected and subsequently cancels his/her participation for any reason. Applicants who are accepted as Junior Finalists are assigned to an ensemble based on balance and instrumentation requirements, as well as the recommendation of the Honors Selection Board. WorldStrides cannot guarantee that an applicant will be placed into a particular ensemble, and the applicant's ensemble assignment is not a basis for his/her cancellation. 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 and offer it to a selected First Runner-up. In such circumstances, no refund will be given. WorldStrides reserves the right to adjust the applicant selection process and the number or type of ensembles as it deems necessary to accommodate the volume and mix of applicants that are received to ensure a successful program and performance.

Payment Plans: If you are accepted as a Junior Finalist, there are three payment options: (1) pay in full, within 21 days of acceptance (2) make regularly scheduled installment payments under a manual installment plan established by WorldStrides, with a \$6 non-refundable handling fee on each installment payment following your acceptance, except the initial deposit and the final payment, or (3) establish automatic payments to be debited from your checking account or a debit card from a US banking institution via WorldStrides EZPay program. There are no handling fees associated with payments made through the EZPay program.

Your account must be paid in full by the final payment deadline as outlined in the program information materials or your participation will be subject to cancellation.

Price Adjustments: The price quoted is based upon a minimum number of participants and the content of the program as outlined at www.honorsperformance.org. The price quoted is subject to adjustment if the minimum enrollment is not met, if the program content or itinerary changes, or in the event of circumstances beyond WorldStrides' direct control, including, but not limited to, increases in travel security charges, government imposed fees and taxes, fuel and energy costs, and airline, vendor, or other imposed schedule changes or delays.

Program Fees Not Included: Unless specifically stated in the program information materials, WorldStrides' program prices do not include passport or visa fees (as needed), Travel Protection Plan fees, meals, baggage charges, expenses incurred during free time, porterage at airports and hotels, transportation from your home to the origination point of the 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.

Transportation: 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. This expense is not included in the program cost. Due to the selective nature of the program, applicants should not finalize travel plans until they have received official notification of acceptance from WorldStrides, as well as the guidelines for travel to/from the program.

Upon selection, participants will be provide the opportunity to join a chaperoned group flight from the United States to and from the program. These arrangements will be optional and the cost thereof is not included in the program cost. If not selecting this option, Junior Finalists will be given a window of time during which they should arrive at the designated airport. During this time period, program staff will be present to greet the participant and facilitate transfer to the hotel on a program-provided shuttle. Additionally, participants will be given a window of time during which they should depart from the designated airport at the end of the program. During this time period, program staff will be present to facilitate transfer from the hotel to the airport on a program-provided shuttle. Participants that arrive or depart outside of these time windows or at a location other than the designated airport will be responsible for their own transportation (and associated expense) to and from the designated program hotel(s). Program components missed for any reason, including transportation delays, will not result in refunds. Program participants will be notified of the arrival and departure time windows and designated airport upon acceptance.

Late Registration, Late Payment, and Fees: If your account is not paid in full by the final payment deadline as outlined in the program information materials, WorldStrides charges a \$60 late payment fee. The fee for any late payments made after any scheduled installment 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 or declined e-checks. If optional airline arrangements are offered, and you elect them, a \$100 fee may apply for any correction made to your name within 75 days of the first day of the program. (For international programs, a \$150 fee may apply for any changes made within 105 days of departure).

Cancellations

Cancellations: All cancellations must be made in writing by or on behalf of the Responsible Party listed on the application to 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:

Letter of Cancellation Postmark

On or before February 12, 2020 Between February 13, 2020 and March 27, 2020

Between March 28, 2020 and April 24, 2020 Between April 25, 2020 and May 22, 2020 Between May 23, 2020 and June 19, 2020

June 20, 2020 or later

Amount Owed

\$15 application review fee
Full application deposit (US \$200 if complete application materials submitted on or before 12/04/19;
US \$295 if application submitted after 12/04/19)

25% of the base program cost 75% of the base program cost 75% of the base program cost 100% of the base 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

Course Credit: Because WorldStrides holds various accreditations, participants may qualify for course credit for participation in a WorldStrides program. Schools, colleges, and universities hold varying policies regarding a student's eligibility to earn or redeem course credit from other accredited institutions. Students should consult their school guidance counselors and/or school policy handbooks to determine their eligibility. WorldStrides is not responsible for the approval or issuance of course credit.

Medical Insurance: All participants are provided accident, illness, and accident-related dental insurance coverage up to \$7,500 for accidents, \$7,500 for illness, \$750 for accident-related dental, and \$50,000 for medical evacuation and repatriation. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant. Other limitations may apply. Full details are available at www.tripmate.com/wpF369W.

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.

Frequent Flyer Miles: Frequent flyer miles are not available to participants.

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. With this communication, you will also be assigned a program Chaperone who will be asked to reach out to you prior to the program.

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 110 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 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/their family's expense without any right to a refund. All program participants will be responsible for their own actions at all times. 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 will be required to sign a behavior contract prior to departure.

On occasion, program participants may be allowed by the Chaperone to leave the group and to explore on their own. WorldStrides has no responsibility for participants when they are on their own.

Preparation: Should a participant arrive to the program unprepared to perform the assigned pieces, WorldStrides may decline to allow the participant to perform with the ensemble. In such case, no refund will be given.

Chaperones: Participants understand that selected chaperones receive support for their work through discounted travel, opportunities for additional educational and professional development, the ability to provide scholarships for needy and deserving students, and/or through salary or stipends.

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 acceptance. 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 participants. However, participants are encouraged to communicate any special dietary requirements to their Chaperone in advance of travel so he/she may assist in identifying food establishments that can make special arrangements. WorldStrides cannot guarantee that accommodations will be available. All program participants understand that language may impede their understanding of certain ingredients in food consumed and that WorldStrides is not responsible for translation or liable for any incident that arises as a result of special dietary requirement.

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.

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 ervices, 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, as well as, if applicable, the State Department's International Travel website (https://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 or by visiting their website at 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. 9/30/2019

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.