

# NSHSS California College Tour Booking Conditions

## DETAILS

These Booking Conditions are subject to change at any time with or without notice. Your agreement to these Booking Conditions constitutes your agreement to any updates which can be found online at [www.nshss.org](http://www.nshss.org). NSHSS CA College Tour is sold and operated by National Society of High School Scholars (hereinafter referred to as "NSHSS") in partnership with Education Unlimited, Inc. (hereinafter referred to as "EU").

### **Who meets groups upon arrival?**

Every NSHSS Tour has a full-time EU Tour Director who will meet you at your arrival airport. NSHSS Staff Members will also be present to assist with airport pickup. Depending on arrival time, there may be a wait at the airport if flights are booked prior to the suggested arrival window.

### **Can my itinerary change?**

It may be necessary for EU or NSHSS to modify the order in which sites are visited, alter the duration of stay in a city, arrange ground transportation to an alternate airport, etc. This may also involve a change in the departure, arrival, or return dates of a tour. NSHSS makes every effort to ensure that the new departure date will be within one to two days of the requested dates. In rare cases, it may be necessary to move dates by up to three days within the original departure dates. On certain dates, especially holidays, or due to flight arrival or departure times, some tour inclusions may be unavailable. In this case, NSHSS reserves the right to substitute inclusions at its discretion.

## TOUR INCLUSIONS

### **What does your program fee include?**

- Quality lodging accommodations as specified
- Breakfast, lunches, and dinners during the specified tour period
- College tours and activities as specified
- All transfers and transportation on a coach bus between destination cities and schools
- Full-time Tour Directors
- All guided tours & activities as specified in the itinerary
- NSHSS tour swag

## AGE REQUIREMENTS

NSHSS's published Program Fees are based on member rates for transportation, admissions, accommodations, etc. We do, however, accept non-members on our educational tours as well. In addition to the Program Fee, there is a per-person non-member supplement for all tours to cover the difference between member and non-member rates. All travelers over 21 will be required to complete a background check through a third-party company prior to traveling. NSHSS reserves the right to cancel any traveler if, in NSHSS's sole discretion, it

determines the results pose a risk to the group's safety or wellbeing.

### **Are there guidelines for young travelers?**

Only students currently attending high school are permitted on the CA College Tour. Parents are allowed to accompany their student on the tour, but must pay their own tour fee. Anyone younger than 16 years old traveling without an adult companion may be required to register with the airlines as an Unaccompanied Minor. Please contact each airline on the minor's itinerary to make arrangements. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. NSHSS staff will not have the capabilities to leave the tour group and escort an unaccompanied minor from their gate back to the group's airport meeting point nor will they be able to escort the minor through security and to their departing gate on their return flight. Please plan accordingly.

## ROOMING CONDITIONS

All rooming requests including upgrades must be submitted 60 days prior to departure.

### **How many students are in a room?**

Students may choose to stay in a TWIN room with two beds for two same sex occupants. For a \$600 up charge, SINGLE accommodations can also be provided which includes a room with one bed to be stayed by ONLY that registered individual. Rooming with a family member or friend must be requested at registration; in the case of different genders of the participants, a room upgrade may be required. Participants who are 18 or younger, who have opted for a shared room, will not be roomed with anyone over the age of 18.

### **How are adults roomed?**

Adults can choose to room in a TWIN with their student or SINGLE accommodation.

## PERSONAL DATA

NSHSS will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S. We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. NSHSS may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact NSHSS at any time to unsubscribe from any direct marketing purposes.

We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent. Please note that by attending this tour you give NSHSS the right and permission to: (1) photograph, video record, and or audio record; (2) copyright, publish, reproduce, or use, in whole, part, or composite, in print or electronic media, and information regarding your name, title, school, city and state or country of residence; (3) use such materials and information in promotional materials or for any other purpose.

If you have questions about the processing or use of your personal data, would like to have a copy of the information NSHSS holds about you, or have inaccurate personal data corrected or erased, please contact customer service at 1-866-343-1800.

## TERMS AND PROVISIONS

No warranties, representations, terms, or conditions apply to any tour unless expressly stated within these "Booking Conditions," in a Booking Conditions Addendum, or in a letter signed by an NSHSS representative. Prices are subject to change. NSHSS makes every effort to ensure the accuracy of its publications, but it is not responsible for typographical or printing errors, including, but not limited to, pricing information. NSHSS tours are not for resale and travelers must enroll directly with NSHSS.

### **When does my tour officially start and end?**

Each tour begins at the NSHSS arrival airport or pick-up location and ends at the departure airport or tour program ending location. For those making their own travel arrangements, the tour begins upon arrival at the first scheduled NSHSS activity and ends upon departure from the last NSHSS hotel designated.

### **What happens if NSHSS has to cancel the tour?**

NSHSS may cancel any tour for Extraordinary Events or if the tour does not meet the 30-person minimum required for the tour to commence. If NSHSS cancels the tour for any Extraordinary Events, participants will receive an NSHSS Future Travel Voucher for all monies paid, less any Non-Refundable Fees. Cancellation by NSHSS for Extraordinary Events shall not be a violation of its obligations to any participant. Voucher valid for any of the next two tour opportunities after date of cancellation if due to a weather-related incident. If the tour is canceled due to an insufficient number of attendees enrolled, participants will have the option to choose another week that is eminent.

### **What are Extraordinary Events?**

The following events are Extraordinary Events: instability in any city or location on the itinerary including, but not limited to actual or threatened civil war, rebellion, revolution, insurrection, riot, sabotage, civil commotion, nationalization, labor dispute, lockout, strike, embargo, blockade and military or usurped power or confiscation, war (declared or undeclared), invasion, acts of foreign enemies, government sanctions or restrictions, substantial currency fluctuations, acts of terrorism or incidents of violence, acts of God (including, but not limited to earthquakes, hurricanes, tornadoes, tidal waves, floods, droughts, fires, volcanic activity, landslides and other natural disasters) or severe weather conditions, chemical or radioactive contamination, pollution, public health issues, pandemic, quarantine or famine, disruption to transportation, interruption or failure of electricity or telephone service, or any other reason that makes it impossible or commercially unreasonable or impracticable to conduct the tour as originally contracted.

### **What about lost belongings?**

NSHSS is not responsible for loss of passports, airline tickets or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost airline ticket, the participant is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.

### **What about travelers with food allergies?**

NSHSS recognizes that some travelers may have severe food allergies or dietary restrictions. Once a traveler shares their requested dietary accommodations, we will do our best to ensure that our suppliers are informed of the situation, but we cannot guarantee that all requests will be accommodated.

### **What items are prohibited from tour?**

For the safety and well-being of all travelers, no firearms or any other weapons, alcohol, or illegal drugs are permitted on the tour.

### **Non-Refundable Fees**

Non-Refundable Fees are defined as the Registration Fee and any late fees, late application fees, Automatic Payment Plan decline charges, return check/direct debit fees, late special travel request fees and canceled check fees which have been applied to the account at the time of cancellation.

### **REFUNDS**

When applicable, refunds for overpayment will be issued upon request and after the most recent payment has been in the traveler's account for 21 days. Upon notification of changed plans to participate on this tour, tour credit refunds towards a future tour will be the ONLY type of refund issued if date of notification is within cancellation policy limits. No refund checks or returned payments back to original payment methods will be issued. Credit refunds will be issued only upon request and after a participant's check(s) and/or payment(s) has (have) been on the account for 21 days. Refunds or credits will be issued in the name which appears on the NSHSS Tour account.

### **CANCELLATION**

The cancellation policies below take into consideration the costs NSHSS incurs long before groups ever depart. The date of cancellation will be determined by the date on which NSHSS receives notice from the participant or his/her legal guardian in writing.

- 150 days or more prior to departure: Full refund less the \$500 non-refundable enrollment fee, all other non-refundable fees, and a \$300 cancellation fee.
- 149 to 110 days prior to departure: Full refund less the \$500 non-refundable enrollment fee, all other non-refundable fees, and a \$500 cancellation fee.
- 109 days or less prior to departure no refund will be issued. Tour credit refunds towards future CA College tour will be the ONLY type of refund issued upon notification of changed plans to participate on this tour.

Cancellation with replacement refers to a participant who cancels but finds a person to replace him or her for the same program. The replacement's enrollment form must be submitted at the same time as the notification of cancellation.

- 61 days or more prior to departure: Full refund less the \$500 nonrefundable enrollment fee, all other non-refundable fees.
- 60 days or fewer prior to departure: Replacements can no longer be accepted. Standard Cancellation Policy applies.

Please make all payments on time to qualify for refunds in accordance to NSHSS's Standard Cancellation Policy.

### **ENROLLMENT**

NSHSS incurs substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for your and your group's tour program. As a result, all travelers must pay a non-refundable, non-transferable \$500 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by NSHSS by at least 100 days prior to departure.

### **WHAT'S THE ENROLLMENT DEADLINE?**

Enrollment forms are processed on a "first-come, first-served" basis. All enrollment forms must be received by NSHSS no later than enrollment deadline; enrollment forms received after the deadline are subject to availability. The enrollment deadline will be no later than 60 days prior to departure.

### **What if I miss the enrollment deadline?**

When you enroll less than 60 days prior to your tour, you will need to pay the full cost of your tour immediately and will be subject to a \$200 late enrollment fee. NSHSS only accepts payment by credit/debit card, money order or cashier's check for late enrollments. Availability is not guaranteed and additional charges may apply.

## Release & Agreement

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) am enrolling on an educational tour operated by NSHSS. By signing the NSHSS Release & Agreement, I understand and agree to the following:

1. NSHSS and its affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, shareholders, and authorized representatives (collectively referred herein as "NSHSS") do not own or operate any entity which is to or does provide goods or services for my program, including, for example, hotels; arrangements for, ownership of, or control over houses, apartments or other lodging facilities; tour directors; airline, vessel, bus or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers, etc. I acknowledge that all such persons and entities, specifically the Tour Director assigned to my tour, are independent contractors. As a result, NSHSS is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

2. Without limitation, NSHSS and its affiliated companies, partners, any companies acting on its behalf, each of their directors, officers, employees, volunteers, sponsors, independent contractors, agents and authorized representatives are 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 occasioned by or resulting from, but not limited to, acts of God; force majeure; acts of government, acts of war or civil unrest; insurrection or revolt; strikes or other labor activities; criminal, terrorist or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with or bites from animals, insects or pests; sanitation problems; food poisoning; epidemics or the threat thereof; disease; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party; or for any other cause beyond the direct control of NSHSS.

3. I agree to release NSHSS and my Tour Director (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation in an NSHSS sponsored tour or a Service Learning Tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or

wrongful death or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any NSHSS sponsored tour or a Service Learning Tour. I further agree to release the Released Parties from any and all decisions to cancel, modify, or delay the tour as a result of unforeseeable events that are beyond the reasonable control of NSHSS, or that make the tour impossible or commercially unreasonable or impracticable to conduct, which become necessary or advisable so as to increase the quality of the tour. I agree that this Release applies to and binds myself and my minor child enrolling on tour (if applicable), along with my personal representatives, executors, heirs, and family.

4. My tour begins with the arrival at the NSHSS airport or pick-up location and ends at the NSHSS airport drop-off or program end location. Tour participants are responsible for their own travel arrangements to and from designated tour start and end points.

5. NSHSS shall have no liability or responsibility for me when I am absent from NSHSS sponsored activities or during non-NSHSS sponsored activities, such as visits to friends or relatives or during stay-ahead and stay-behind arrangements, no-shows to assigned program meeting times, or any optional periods or activities that do not include the services of a Tour Director.

6. NSHSS reserves the right to refuse or cancel my registration at its sole discretion. In such event, Standard Cancellation guidelines as outlined in the Booking Conditions apply. NSHSS reserves the right to decline to accept or to retain any traveler on the tour if that person's presence is felt by NSHSS likely to be detrimental to the enjoyment of the tour by others, is dangerous to the participant or others, or for failure to abide by NSHSS's regulations and/or the directions of the Tour Director. All participants are expected to be respectful towards other tour participants. Bullying and harassment are not tolerated on tour and individuals who engage in such behavior may be removed from tour. The use of alcohol is not allowed and consumption of alcohol by any participant, or any age, is subject to disciplinary action, including dismissal from tour. Travelers who have been removed from their tour waive the right to a refund of any part of the fee. NSHSS may send the traveler home at the traveler's own expense.

7. I agree to abide by NSHSS's regulations, the directions of my Tour Director and NSHSS's personnel during my tour. Failure to do so may result in NSHSS terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Program Fee, and that NSHSS may then send me home at my own expense.

8. I agree to abide by all local laws when abroad or while on tour, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program Fee, and NSHSS may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country or state I am visiting.

9. I agree to tentatively have my temperature checked. I understand that if I have a fever, I will be tested for COVID-19, and will quarantine until a negative result is received. I understand that if I test positive for COVID-19, I will be excluded from tour activities.

10. If I show symptoms of COVID-19, including but not limited to, cough, fever, chills, sore throat, shortness of breath or difficulty breathing, body aches, and new loss of taste or smell, I will consent to a COVID-19 test and to quarantine until a negative result is received. I understand that if I test positive for COVID-19, I will be excluded from tour activities.

11. If I become ill or incapacitated, NSHSS may take any action deemed necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home (at my own expense). NSHSS retains the right, in its sole discretion, to contact the participant's parent(s) and/or legal guardian with regard to health issues or any matter whatsoever that relates to the participant's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, NSHSS will attempt to cause appropriate treatment to be administered, and the participant authorizes NSHSS to do so. NSHSS, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.

12. NSHSS has the right to make changes and/or cancellations in tour itineraries and departure dates, and to modify transportation arrangements, including hotels and any other tour features at any time. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith. This release also includes all activities not offered by NSHSS.

13. It is my responsibility to secure the necessary travel documents (passport, visa[s] and parental authorization forms) and travel arrangements to attend the tour. Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined in the Booking Conditions.

14. I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses, or other property.

15. This tour has been designed for students, as reflected in the pacing, educational content, accommodations, and other aspects of the tour.

16. If I will be 20 years old or older at the time of tour departure, I acknowledge that NSHSS will conduct a criminal background check ("CBC") as a pre-condition to travel.

This agreement may be amended or modified only in writing signed by an officer of NSHSS. The waiver by NSHSS of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.

16. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Georgia. In the event of any claim, dispute or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of Georgia and of the United States District Court for the District of Georgia.

17. For participants in Utah only: I understand that this tour is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.

18. NSHSS may use any photographic, film, digital or video likeness taken of me, any of my comments while on an NSHSS tour, any of my photographic, film, digital or video content shared by me with NSHSS through any form, and any project work (including but not limited to online learning programs offered by NSHSS) for future publicity or marketing without compensation to me and also use my contact information for future NSHSS promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at <https://www.nshss.org/terms-of-use/> and <https://www.nshss.org/privacy-policy/> and I consent to NSHSS's processing of my personal data according to those terms and conditions.

Sign your enrollment form only when you have read in full and understood the contents of this release and agreement!

## RULES OF THE ROAD ON NSHSS TOURS

When travelers enroll on a tour, they agree to NSHSS's Rules of the Road. If travelers do not conform to these regulations or any specific rules set by their Tour Director, they risk dismissal from the tour, returning home at their own expense with no refund for the missed tour portion. Decisions regarding tour dismissal are up to NSHSS and/or the Tour Director.

### **All scheduled activities are obligatory**

If any traveler is sick or has a physical ailment, they must notify the Tour Director.

### **Your Tour Director must be informed about visiting friends or relatives**

If a traveler is interested in visiting a friend or family member while on tour, the Tour Director must be told before the tour begins. Upon request, NSHSS will provide a Tour Release Form, giving permission for the visit. The traveler must then give the form to the group's Tour Director upon arrival. Travelers will not be refunded for any missed activities included on the tour.

### **Visitors or group members of the opposite sex are not permitted in a traveler's room**

The Tour Director may establish a curfew. Travelers are expected to respect the nightly curfew for their own safety and security. Room checks will be conducted at the Tour Director's discretion.

### **All illegal activities are forbidden, such as shoplifting and possession of illegal drugs**

Any illegal activity is punishable by immediate dismissal from the tour. If a traveler is involved in any illegal activities, all costs to return home are at his or her expense. If the local authorities are involved, the traveler will be subject to the laws of the city/state he or she is visiting. For adults planning to attend, please note this is a dry tour, and alcohol consumption will not be permitted during the day's tour programming.

### **Any personal expenses or damages will be the traveler's responsibility**

For incidentals or phone calls at a hotel, the traveler will be required to settle the bill before departure from that hotel. Compensation for damage done to hotel rooms or to buses is the traveler's responsibility. If the traveler notices any damage upon arrival at a hotel, he or she should notify the Tour Director immediately.

**Additionally, all tour participants must sign and agree to the NSHSS Tour Code of Conduct to attend this tour.**