

## **PROGRAM TERMS AND CONDITIONS**

### **IMPORTANT NOTES:**

1. Rates subject to change without prior notice and subject to availability, please consult with our travel specialists.
2. Flights operated by Plus Ultra, Air Europa, Iberia or Avianca, you must reconfirm this information with your travel consultant the airline that applies our offers.
3. Triple accommodations will be with the addition of an extra portable bed since hotels do not usually have rooms with 3 beds.
4. The order of the itinerary may be changed without prior notice due to availability of guides and closing days of the monuments, always respecting the visits to be made.
5. Additional PCR tests may be required at each destination, this decision will be under the disposition of each government and Viva Vacations has no interference in these measures, nor in the prices of private laboratories, nor in the transportation required to take the test. It is the passenger's responsibility to verify entry requirements for each country.
6. Tourist trips can only be made after 14 days from the last vaccination dose and according to the country's regulations, the QR code must be presented.
7. The loss of a flight will immediately generate the loss of all the flights involved under the same reservation (no-show).
8. The optional visits or suggested tours whose value may be described in this program will be offered by our operator and must be purchased at the destination; however, if you decide to do some of these activities, we suggest to do it with the same operator and not with another one because the schedule described in the circuit may vary as described above. Viva Vacations will not be responsible for the services contracted with other companies that may affect the free development of the contracted circuit.
9. Full names of passengers, as they appear in the passport, the passport must be valid for at least 6 months from the date of departure, remember to check the expiration date, this will be 100% responsibility of the passenger.
10. The value of the itineraries has been calculated based on the diversity of currency exchange rates (dollars, euros, yuan, etc.), transportation rates, fuel costs and taxes applicable at the date of printing of our manuals or preparation of quotations. For this reason, prices may vary at any time due to the behavior of the different currencies. These variations in prices will be notified to the traveler or travel agency in writing or by any means, since these differences must be assumed by the traveler.
11. Taxes, fees and contributions that affect airfares, hotel rates and other services offered by Viva Vacations may be subject to change at any time by decision of the service providers involved in the itineraries or services offered. The values and rates presented in the quotations are subject to change, availability and realization of major events in the destinations. Hotel prices or values are subject to location, category, services and offers at the time of booking.

"The itinerary of the circuit may undergo modifications or change in the order of the program without prior notice, always maintaining the content and services included."

### **CANCELLATION FEES FOR WITHDRAWING FROM THE TRIP AFTER BOOKING OR AFTER PURCHASING THE PACKAGE:**

**(ACCORDING TO THE CONDITIONS AND POLICIES OF THE AIR AND GROUND OPERATORS)**

- Cancellations between the day the deposit is made and 61 calendar days prior to departure of the purchased trip, non-refundable deposit, credit towards a future trip with the option to change destination.
- Cancellations between 60 and 36 calendar days prior to the departure of the purchased trip will be charged 50% of the total value of the tour package per person.
- Cancellations between 35 and 31 calendar days prior to the departure of the purchased trip will be charged 70% of the total value of the tour package per person.
- Cancellations 30 calendar days and prior to the departure of the purchased trip, 100% of the total value of the tour package will be charged.
- Any inconvenience of a personal nature at the airport such as: expired Passport, permits from the country of minors without meeting the requirements, homonyms, lawsuits, arrivals at the airport at the wrong time and for any other reason beyond our responsibility, the passenger who cannot travel for the above will lose 100% of the tour package.
- Administrative fees of USD35 per reservation apply for date changes, name changes or cancellations.

### **SPECIAL AND SPECIFIC CONDITIONS FOR COVID CASES ONLY 19**

**Medical Expenses for COVID 19:** CONTINENTAL will assume the medical expenses derived in the event that a BENEFICIARY is diagnosed with COVID 19 while traveling. This coverage includes outpatient and inpatient medical expenses under the following conditions:

\*COVID 19 benefits and coverage will only be for trips up to a maximum of 90 days.

- The benefit and coverage cap for this benefit is the same as the benefit and coverage cap for non-pre- existing medical expenses of the purchased plan.
- In any case, the maximum amount to be granted for this benefit and coverage will be US\$35,000.
- This coverage applies to persons under 71 years of age.

If the Beneficiary is outside his/her country of residence and during the term of his/her assistance plan, contracts the COVID 19 virus and consequently has to be confined in a hospital center or obliged by a competent authority of the country visited to remain in quarantine in a hotel establishment, the following specific benefits shall apply to the Beneficiary in addition to those established in his/her contracted assistance plan:

**1.Quarantine in a hotel establishment:** CONTINENTAL will assume the cost of lodging up to a maximum of fourteen (14) nights and up to a maximum of dollars per night and cap, as established in the purchased plan, even if the quarantine stay abroad begins during the period of the assistance plan and continues after its expiration. Excluded from the expenses covered for hotel lodging are those related to food, laundry, bar, telephone, or complementary services requested from the hotel or third parties.



**2. Post Hospitalization Convalescence:** In the event that the Beneficiary is required by medical order to remain convalescent after discharge from the hospital that has treated him/her by COVID 19, CONTINENTAL shall assume up to three (3) hotel nights in the same locality and up to a maximum of dollars per night and cap, as established in the purchased plan, even if the stay in quarantine abroad began during the period of validity of the assistance plan and continues after the expiration of the same. Excluded from the expenses covered for hotel lodging are those related to food, laundry, bar, telephone, or complementary services requested from the hotel or third parties.

**3. Missed or connecting flight or train:** If the Beneficiary should miss a flight or train to an international destination, CONTINENTAL will assume, up to the maximum contracted liability limits, the payment of penalties to the respective airline or train company for the issuance, reissuance, or purchase of new tickets, as long as the Beneficiary's health condition by COVID 19 so indicates, while traveling.

### COMMERCIAL AIRLINE RULES AND CONDITIONS

1. Tickets are: non-endorsable, non-refundable, no change of route or date allowed. Valid only traveling with the same airline. Fuel taxes (Q fuel), VAT, Administrative fee subject to change without prior notice, due to governmental dispositions of each country.

2. Name changes or corrections allowed up to 35 days prior to the departure date in Colombia, after the tickets are issued is not permitted.

3. Viva Vacations is not responsible for the immigration status of the people who take the promoted packages, nor does it provide advice in this regard. It is the responsibility of the passenger to consult with the immigration department in Colombia about the requirements according to their immigration status, whether as a resident of Colombia or of another country. Viva Vacations suggests passengers to review travel prohibitions, warnings, visas, permits, announcements and advice issued by the Colombian government before booking a trip to an international destination.

4. Cancellation charges for canceling the trip after booking or after purchasing the package: (According to the conditions and policies of air and land operators) Any inconvenience of a personal nature at the airport such as: expired passport, permits from the country of minors without meeting the requirements, homonyms, lawsuits, arrivals at the airport at the time not indicated and for any other reason beyond our responsibility, the passenger who cannot travel for the above, will lose 100% of the tour package.

- Administrative charges of USD35 per reservation apply for date changes, name changes or cancellations.

5. If a passenger requires any special service such as wheelchairs, special meals, among others, the agency must inform Viva Vacations, at least 45 days prior to the trip, in order to request such requirement to the airline, this may generate additional charges.

6. Viva Vacations is not responsible for operational changes that the airline may have.

7. In the event that passengers change confirmed flights on their own, it is the passenger's responsibility to pay for all expenses incurred both in ground portion and flights.

8. If for any reason the passenger is forced to suspend the itinerary of the scheduled flights (by accident, urgency of return, illness, requirement, etc.), and cannot perform the flights indicated in the itinerary on the exact dates, the partial ticket to be used will be lost in its entirety; the partial use of



the ticket means for the airline change of itinerary, and applies the rule of "no change of date or route allowed" therefore there is no place for reimbursement for such change.

9. Once the ticket is issued, if the passenger cancels his trip, he will not have any air reimbursement.

10. Before departure tickets are non-refundable, medical certificates do not apply. After departure - partially used tickets: Non-refundable, medical certificates do not apply. NO SHOW charges will apply at 100%. All sales are final. Deposits received are non-refundable.

11. All sales are final. Deposits received are non-refundable.

### ACCEPTANCE OF TERMS

In accordance with the provisions of decree 2438 of 2010, the undersigned purchaser declares to have been informed and to have received, understood and accepted all the conditions and restrictions of the services and products and other suppliers, providers of tourist services, assistance, transportation and others that he/she has acquired from Viva Vacations and grants Viva Vacations Colombia SAS its full approval of all the terms and conditions set forth above.

Upon receipt of deposits or full payment, it is understood that the traveler is aware of and accepts all payment and cancellation policies of the itinerary or services being purchased.

**RNT No. 29029 / 74972**

### VIVA VACATIONS COLOMBIA - RAISING AWARENESS TO CONSERVE THE WORLD

**Viva Vacations Colombia SAS** is committed to Law 679 of 2001 (Prevention of CSEC), Law 63 of 1986 (Protection of Cultural Property), Law 1185 of 2008 (Protection of Cultural Heritage), Law 17 of 1981 (Protection of Wildlife), Law 1333 of 2009 (Environmental Sanctions) and Law 376 of 2009 (Prevention of consumption of tobacco, alcohol and other psychoactive substances in minors). In addition, we have a code of ethics to prevent the sexual and commercial exploitation of children in accordance with Resolution 3840 of December 24, 2009 and Article 1 of Law 1336 of July 21, 2009.

