

Garrott Kuzzy, LLC, d/b/a Lumi Experiences

### Terms & Conditions

These Terms and Conditions govern the relationship between you, the guest, and us, **Garrott Kuzzy LLC, d/b/a Lumi Experiences (hereinafter, "Lumi Experiences")**. By booking a trip, you agree to be bound by these Terms and Conditions. They outline, among other things, our cancellation policy and certain limitations of liability. These terms affect your rights to sue, governing law, forum, and jurisdiction; please be sure to carefully read these terms and make sure you understand your rights and obligations and our rights and obligations.

#### Price

Trip prices are per person based on double occupancy, quoted in US dollars, and are set well in advance of the trip departure date. Prices cover land costs only; they do not include airfare to and from the trip. Every effort has been made to produce pricing information accurately. We reserve the right to correct errors. We reserve the right to update pricing due to currency fluctuations until receipt of final payment.

#### Reservations and Deposit

A deposit of \$1000 per person is required to secure your reservation. To secure reservations on a trip departing within 120 days, a full payment is required by the time of booking. Final payment for all trips must be made in full to **Lumi Experiences** at least 120 days prior to departure. Reservations will be canceled if final payment is not received by the due date and cancellation charges will apply.

#### Transfer Policy, Cancellations, Refunds

If you would like to transfer your booking to a different departure date or to another trip entirely, you may do so without additional charge if it is more than 120 days before the departure date of your originally-scheduled trip—except that if the trip to which you are transferring costs more than your original trip, you must pay the difference at the time of transfer. Any request to transfer received within 120 days of your trip departure date will be treated as a cancellation and our cancellation fees will apply.

If you must cancel your trip, you must do so in writing by email to: [info@lumiexperiences.com](mailto:info@lumiexperiences.com).

Refunds will be calculated as of the date we receive your written cancellation. Your cancellation fee will be determined according to the cancellation fee schedule below. **Lumi Experiences** cannot make exceptions to these cancellation policies for any reason. Please note that we do not make any refunds for any unused portion of your trip.

#### Cancellation Fees (Per Person)

- Cancellations received on or before 121 days prior to the start of the trip: \$300 per person
- Cancellations received 120 to 91 days prior to the start of the trip: 25 percent of trip price
- Cancellations received 90 to 61 days prior to the start of the trip: 50 percent of trip price
- Cancellations received 60 or fewer days prior to the start of the trip: 100 percent of trip price

For the purpose of calculating cancellation fees, "trip price" means the sum of the base price for your program, plus single supplement (if applicable), plus any pre- and post-trip extension costs; but does not include any other items, such as taxes, surcharges, government fees, etc.

### **Medical Issues**

You must advise us in writing, at or prior to booking, of any physical, emotional or mental condition which may require professional attention during the trip or may require the use of special equipment. If you fail to disclose any such conditions, **Lumi Experiences** may refuse to allow you to take the trip and you will forfeit the trip cost; and in such event we shall have no liability, financial or otherwise. If you have any such condition, you must bring and be responsible for all necessary items related to your condition. If any such condition arises after the trip is booked, you must advise us in writing immediately. We cannot accommodate women past their sixth month of pregnancy. We also cannot accommodate passengers requiring wheelchair assistance, as most features of **Lumi Experiences** trips are not wheelchair-accessible.

### **Children**

Children 16 years or older are welcome on any of our International trips if accompanied by an adult. For North America, the minimum age is 13. A certified copy of a birth certificate will be required.

### **Health and Fitness**

We will send you information on the physical requirements for your trip with your pre-trip materials. In some cases, you may want to discuss these with your doctor. Your health and safety during your trip are our first concern, but we provide no medical services. You should be in good health to participate in our active vacations.

**Lumi Experiences** reserves the right to decline any trip participant whose condition, in our opinion, may affect the health, safety or enjoyment of other participants.

**Lumi Experiences** is not responsible for the costs of any medical treatment you may require during the trip. Under no circumstances is **Lumi Experiences** responsible for the quality of medical care, or lack thereof, you may receive while on the trip. We recommend the purchase of a travel protection plan which protects your travel investment, your belongings and most importantly you from those unforeseen circumstances that may arise before or during your trip.

### **Responsibility**

The responsibility of **Lumi Experiences** and its affiliated companies is strictly limited. As a tour operator, **Lumi Experiences** organizes, promotes, and sells trips consisting of certain travel services, including ground transportation, sightseeing excursions, and hotel accommodations that **Lumi Experiences** purchases or reserves from various suppliers (collectively, "Suppliers"). **Lumi Experiences** does not own or operate any of these Suppliers. The Suppliers providing travel services for **Lumi Experiences'** trips are independent contractors and are not agents or employees of **Lumi Experiences**.

As such, **Lumi Experiences** is not responsible for any negligent or willful act or failure to act of any Supplier or of any third party. Some trips include visits to shops and merchants. **Lumi Experiences** is not responsible for any purchases you make during your trip, whether that merchant is part of the scheduled itinerary or not. By utilizing the travel services of the Suppliers, you agree that you will look to such Suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither **Lumi Experiences** nor any representative of **Lumi Experiences** shall be liable.

Without limitation, **Lumi Experiences** is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of, or failure to provide, any goods or services which results from any cause beyond the direct control of **Lumi Experiences**, including

without limitation acts of God or force majeure, acts of war or civil unrest, pandemic or epidemic (including the COVID-19 virus and any strains, variants, and/or mutations thereof), insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for the failure of any transportation mechanism to arrive or depart on time, sanitation problems, or lack of medical care.

**Lumi Experiences** reserves the right to correct promotional or pricing errors at any time, or to increase the trip price in the event of cost increases due to changes in currency fluctuations or fee increases.

### **Force Majeure**

Lumi Experiences shall not be responsible for any delay, cancellation, damage, or failure to perform where such delay, cancellation, damage, or failure to perform arises in whole or in part from one or more Force Majeure Events. A Force Majeure Event is any event outside the reasonable control of Lumi Experiences, whether reasonably foreseeable or not, including without limitation acts of God; pandemic or epidemic (including the COVID-19 virus and any strains, variants, and/or mutations thereof), governmental sanctions, quarantine restrictions; fire, fog, flood, or other weather-related reason; governmental action; riots or civil commotion; strikes, lockouts or labor disputes; war or hazards or dangers incident to a state of war; acts of terrorism; or any other acts, matters or things, whether or not of a similar nature, and which directly or indirectly, prevent, delay, interrupt, or otherwise adversely affect the operation or performance of Lumi Experience's obligations hereunder.

If a Force Majeure Event prevents your trip from operating as scheduled, Lumi Experiences reserves the right to (a) modify your trip provided that such modifications, in the reasonable discretion of Lumi Experiences, do not materially and negatively affect the traveler experience; or (b) reschedule your trip for a future departure date to be agreed upon by you and Lumi Experiences, and apply your funds on deposit to such future departure date.

### **Applicable Law**

This relationship shall be governed by the laws of the State of Vermont. Any claims against **Lumi Experiences** must be brought in the Federal or State Courts located in the State of Vermont, to the exclusion of the Courts of any other state and country.

### **Single Travelers**

Many of our guests are traveling on their own. Most of our programs offer a limited number of single rooms, subject to availability and hotel space. As our trip costs are based on two travelers sharing the expense of a hotel room, we charge a small supplement for individual travelers occupying their own room. Please contact us for single-supplement pricing, if you are interested in occupying your own room. If you are a single traveler interested in sharing a room, please contact us and we will attempt to help connect you with a roommate during the trip.

### **Minimum Participation**

All **Lumi Experiences** trips require a minimum number of participants to operate. **Lumi Experiences** reserves the right to change the departure date of any trip, as well as cancel any trip that does not reach a minimum level of participation. Please contact us to confirm your trip is operating before booking any

flights. **Lumi Experiences** will not reimburse for any personal expenses due to changes in itineraries or trip cancellations, such as prepaid hotel expenses or airline tickets.

### **Photography**

I understand that **Lumi Experiences** reserves the right to take photographic or film records of any of its trips and hereby agree that **Lumi Experiences** may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom **Lumi Experiences** may engage in joint marketing, without any remuneration to me. I hereby assign to **Lumi Experiences** all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by **Lumi Experiences**.

### **Passports**

All international programs require a valid passport. All passports must contain at least five blank pages and must be valid for six months after the completion of your trip. All information on your passport including name, passport number and expiration date are needed at time of booking. If your destination requires a visa for U.S. citizens, you are responsible for obtaining a visa prior to departure. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their trip; **Lumi Experiences**—is not responsible in any way for your failure to do so.