

## BOOKING CONTRACT OF GRAND SLAM TENNIS TOURS

ACCEPTANCE OF THE FOLLOWING CONDITIONS: Tour participants ACCEPT the following conditions with the submission of the 50% deposit or full payment.

Applies to all customers with new bookings made 11/8/2021 and thereafter, with reservations in 2022 and beyond. Previously existing bookings should refer to the Booking Policy sent with their original booking confirmation email.

# BOOKING CONTRACT BETWEEN GRAND SLAM TENNIS TOURS AND ITS TRAVELER/PURCHASER

The information outlined below are the terms and conditions of agreement between Grand Slam Tennis Tours (hereafter referred to as GSTT) and its Tour Participant(s)/Payment Card Holder(s) and/or Travel Agents on behalf of or for the benefit of a future traveler with GSTT. This is a contract between the parties. It is important that you, the purchaser/traveler or travel agent understand what you are agreeing to and the rights and obligations of both parties. All of this information can be found below. We at GSTT pride ourselves on making your trip one you will remember and cherish for a lifetime. We look forward to seeing you somewhere around the world!

Tour Participants (who, for purposes of clarity, shall include any Payment Card Holders or Travel Agents) ACCEPT the following conditions with the submission of a booking request, the 50% deposit, or full payment, and understand by doing so they are entering into a legally binding contract between the parties. Tour Participants understand that by making a booking request, once this request is confirmed, Tour Participant(s) is/are bound by this contract and is/are obligated to perform; to wit: to pay all deposits on time as outlined on their booking invoice, attend or use the purchased trip or tickets, or to submit in writing a request for cancellation of the trip. We recommend purchasing GSTT Trip Protection, which will offer the most flexibility available for your trip. Additional details of GSTT Trip Protection are outlined further below.

By booking a tour through GSTT or its affiliates, including but not limited to Topnotch Tennis Tours, you acknowledge and agree to be bound by the terms and conditions set forth in this Policy, the back



of any ticket or credential, other terms and conditions of the event/game organizer and any third party service provider as well as the terms of use and privacy policy.

If you do not agree to these Policies, please do not purchase anything, attend the event related to your purchase or enter into any transaction with Grand Slam Tennis Tours or any of its affiliates.

Be sure to return to this Policy periodically to review the most current version of the Policy. We reserve the right at any time, at our sole discretion, to change or otherwise modify this Policy without prior notice; however, the date of any effective changes shall be reflected at the bottom of this contract/Policy and/or can be provided to you upon request.

#### CANCELLATION OR POSTPONEMENT:

Any element of your purchase may be cancelled, postponed, delayed, altered, relocated or rescheduled at any time with or without notice at GSTT's sole discretion, as applicable, or due to the actions or events beyond the control of the GSTT. GSTT will not be liable to you or any other party because of any failure to perform hereunder due to fire, earthquake, rain, adverse weather conditions, flood, or any other acts of God, pandemics, power failures, electrical or mechanical difficulties, strikes, lockout, work stoppages or other labor disturbances, terrorism, or any other cause or condition whether known or unknown beyond the control of GSTT. There will be no refunds or credits to any tour participant if a particular player or players fail to play at the event.

For the avoidance of doubt, postponement, relocation, or cancellation of events due to weather conditions, pandemics (i.e. COVID-19) or Force Majeure events is beyond our control, and we will not issue any monetary refund or exchange for such events, except as outlined below in our extended policy. Cancellations must be submitted in writing (email is acceptable), as far in advance of the trip as is possible.

# TRAVEL PACKAGE PURCHASES:

If you have purchased a travel package, confirmed with a 50% deposit, and have not opted to purchase GSTT Trip Protection (outlined below), you may cancel your trip up to 60 days ahead of the event start date, and receive a travel credit for the full value of your deposit. The event start date is considered the first day of the main draw of the tournament. Travel credits are valid for two years from the original date of travel and are fully transferable to friends and family. Cancellations made less than 60 days before the event start date will not be offered a refund or a travel credit. We highly recommend the purchase of our GSTT Trip Protection, with details outlined below.

If the tournament is cancelled or travel restrictions prevent travel to the event, you will receive a travel credit for the full value of your purchase payment.

## TICKETS-ONLY PURCHASES:

If you have purchased tickets only to an event, confirmed with a 100% payment, but cannot attend, and have not opted to purchase GSTT Trip Protection (outlined below), no refunds will be issued. If the event is cancelled, a 100% travel credit will be offered, which will be good for two years from the original date of travel. We highly recommend the purchase of our GSTT Trip Protection, with details outlined below.

## **TENNIS TICKETS:**

If the matches are cancelled due to weather or other reasons, seats privileges are lost for that day. No rain checks will be issued.

Nothing herein, at GSTT or its affiliated entities shall prohibit us from modifying the above policy and we shall determine said modifications on a case by case basis.

## NO REFUNDS OR EXCHANGES:

Unless otherwise noted in writing at the time of deposit and/or purchase, all sales, purchases and deposits are final, non-refundable, and non-transferable. This includes, but is not limited to, for illnesses, the absence of specific player(s), acts of God, pandemics, emergencies, or any other expected or unexpected circumstance which may affect your attendance or willingness to participate in your travel plan.

## **GSTT TRIP PROTECTION**

It is highly recommended that you consider purchasing GSTT Trip Protection, an optional safeguard product offered through GSTT and its affiliates. We specifically built this product in the wake of many travel insurance claims being denied by large insurance companies in the immediate aftermath of COVID-19 in Spring 2020. GSTT Trip Protection is not travel insurance through a third party. GSTT Trip Protection has two options, one for tickets-only purchases, and a second for travel package purchases.

## GSTT Trip Protection - for Travel Packages:

GSTT Trip Protection for Travel Packages can be purchased for an additional 15% on top of the total price of your travel package. This will allow you to cancel your trip for any reason up to 14 days before the event start date (event start date is considered the first day of the first round of the main draw), and receive a full monetary refund, less 15% trip protection surcharge. Cancellations less than

14 days before the event start date will not be offered a refund or a travel credit. GSTT Trip Protection must be purchased within one week of the initial sale.

# GSTT Trip Protection - for Tickets-Only Purchases:

GSTT Trip Protection for Tickets Only purchases can be purchased for an additional 15% on top of the total price of your tickets-only order. This will allow you to cancel your tickets up to 14 days before the event start date (event start date is considered the first day of the first round of the main draw), and receive a full monetary refund, less the 15% trip protection surcharge. Cancellations made less than 14 days before the event start date will not be offered a refund or a travel credit. GSTT Trip Protection must be purchased within one week of the initial sale.

## **GENERAL CONDITIONS:**

GSTT reserves the right to substitute a hotel, boat, bus, car, or airline for any reason and to cancel or withdraw or alter, in whole or in part, the itinerary of any trip prior to or after departure should GSTT deem circumstances require it, whether as a result of closures of any kind, repairs and maintenance, inclement weather, or due to any other factors beyond the control of GSTT, and GSTT will have no liability for any loss arising from such change. All transfers between hotels, boats, airports, train stations or other places are the expense of passenger, unless specifically included in the officially published tour price and if any delays preclude the use of prepaid accommodations or activities, those accommodations or activities shall be non-refundable.

All costs incurred by any late arrivals or early departures must be borne in full by the individual passenger(s) concerned: i.e., taxi, restaurant, and hotel fees. GSTT is not liable for any expense for missed airplanes, trains, buses, or any other conveyance, or for any inconvenience caused to any passenger(s) by late transfer arrivals or departures for any reason.

The right is also reserved by GSTT to decline to accept or retain any person as a participant on the tour at any time; in such cases, refunds will be based on the cost of the unfinished portion of the trip, as determined by GSTT. Any passenger(s) leaving the tour early, or at an unscheduled time of their own free will, will be due no refund of any kind from GSTT or its agents, sub-agents, suppliers, or other persons.

#### **IMAGE RIGHTS:**

By traveling with GSTT, the traveler grants GSTT permission to use his/her likeness in a photograph or video in any and all publications and materials without payment or consideration made to them. Photos and video will be taken throughout the tours and some photographs and videos will be posted on our website, social media and newsletter during events. If you do not wish to have your picture made public let us know and GSTT will make every effort to remove the image, though not legally bound to do so.

#### **Grand Slam Tennis Tours**

## RESPONSIBILITY:

GSTT has made arrangements with airlines, cruise ships, hotels, sightseeing companies (bus operators), and other suppliers to provide services, as outlined herein, and has exercised reasonable care to ensure that proper arrangements have been made for the client. Also, local clubs may be used for private play. The customer acknowledges that GSTT is acting as an independent intermediary for these various suppliers. GSTT has no responsibility or liability for these suppliers, over whom GSTT maintains no control over their personnel, equipment or operations. GSTT can assume no responsibility for and cannot be held liable for any personal injury, property damage (including lost luggage) or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reasons of (1) any wrongful, negligent, or unauthorized acts or omissions on the part of any of the suppliers, (2) any wrongful, negligent, or unauthorized acts or omissions on the part of any employee of any of these suppliers, (3) any defect in or failure of any vehicle, equipment, or instrumentality owned, operated, or otherwise used by any of these suppliers, or (4) any wrongful or negligent acts of omission on the part of or any other parts not under the control, direct or otherwise, of GSTT. Furthermore, GSTT cannot be held responsible for any acts of God, weather conditions, wars, illness, quarantine, strikes, terrorism, or other causes not controlled by GSTT.

In the event of a change of services to be provided to our clients, GSTT shall substitute said services with comparable quality as originally stated. The package itself does not start until passenger arrival at the designated hotel.

Tour participants ACCEPT the above conditions with the submission of the 50% deposit or full payment, having read and understood the Booking Contract outlined above and understand we are entering into a legally binding contract. If Tour participants do not agree to the above, they will not proceed, understanding their booking request cannot be continued.