

These are the terms and conditions (“Terms”) under which we offer Accent Concerts tours. By registering and paying your deposit for a Tour, you are entering into this Participant Agreement with us. Please read these terms carefully before making a deposit or payment for a Tour. These Terms may be supplemented by additional terms and conditions specific to your Tour (“Supplemental Terms”). In the event of a conflict between this agreement and the Supplemental Terms, the Supplemental Terms will apply.

Accent Concerts Participant Agreement

Accent Concerts acts only as the trip organizer, and is not responsible for the acts or omissions of other parties. The trip described on the Accent Concerts website (the “Website”) or in your brochure or other digital documents (the “Tour”) may include services provided by one or more independent operators or service providers (each, a “Supplier”). Accent Concerts may be referred to herein as “we” or “us.” Each traveler registered for a Tour is referred to herein as a “Participant” regardless of whether the traveler registers with us directly or through a parent, guardian or other party. The terms and conditions of this Participant Agreement apply to your Tour and the program for the Tour, which has been developed in participation with your organization or group leader (the “Itinerary”).

Pricing and Inclusions

Quoted Tour prices are specified in the Tour documents and vary according to the type of tour, hotel occupancy, and other options you select. Prices include programming, planning, handling and operational charges and are based on current rates of exchange, airfare and fuel surcharges, tariffs and taxes in effect at the time of publication. We reserve the right to increase Tour prices to cover increased costs, fuel surcharges, tariffs, and taxes received after prices are published and to reflect fluctuations in foreign exchange markets. We will notify you of any such additional costs as soon as practicable after we become aware of them.

Exclusions

Quoted Tour prices exclude: trip insurance; transportation to and from the Tour; baggage fees, including excess baggage charges, charged by airlines; rental of musical instruments or other equipment; ground transportation other than by passenger motorcoach (unless otherwise noted in the Itinerary); costs associated with obtaining passports or entry visas; airport departure taxes (unless otherwise noted); meals not specifically identified on the Website or in your Tour documents; meals and beverages other than those specified in the Itinerary; sightseeing not included in the Itinerary; personal expenses and optional activities (which are subject to availability).

Reservations and Payments

The Initial Deposit amount required for the Tour is listed in your digital booking form. The Initial Deposit is required in order to confirm your booking and is nonrefundable. Upon receipt of the deposit, we will send you confirmation of your booking. The installment payments will be due on the dates specified in your digital booking form. Final payment is due sixty (60) days prior to departure unless otherwise indicated on the digital booking form. If a Tour is already full, we may accept deposits on a standby basis. If space becomes available, you will have the choice of joining the Tour by paying in full or forfeiting the space in return for a refund of your deposit. If your reservation is made within sixty (60) days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation. **NOTE: Many rates provided by third party providers are locked in only for a specified period of time. Therefore, late payments may result in additional fees or cancellation of your reservation.** The stated price of the tour is based on cash-equivalent payments. Payments by credit card may be assessed a processing fee as permitted by our merchant service agreement, and any such processing fee will be clearly disclosed. You agree to not dispute any credit card charges associated with this Tour as specified on the Website, in your Tour documents or in these Terms.

Child Discount

We may offer cumulative child discounts for families registering on certain Tours with multiple children, as specified on the Website or in your Tour documents. Children must be 10 years old or younger to and a member of the registrant's immediate family to qualify for the Child Discount.

Travel Protection Insurance

You will have the option of purchasing trip cancellation and medical insurance. This insurance helps protect your investment in the event you must cancel the Tour and also provides certain medical coverage while you are outside of the United States. We will provide the insurance applications along with your booking confirmation. Any questions about the terms of your coverage, what travel insurance does or does not cover should be addressed directly to the travel insurance company.

"Cancel For Any Reason" coverage ("CFAR") is available for purchase and should be considered because we strongly adhere to the cancellation policy specified in your Tour documents, on our Website and below. CFAR can refund a pre-designated percentage of the refundable amount you have paid toward the Tour. Refer to your policy's documents for exact details. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

Cancellation by You

We must receive your cancellation notice in writing by email, mail, fax or overnight courier, and your cancellation date will be the date on which we receive your notice. Penalties will apply as specified for your Tour. Your decision not to participate on the Tour due to State Department warnings, fear of travel, illness or any other reason will be deemed a cancellation by you. If a flight or other delay for any reason prevents you from joining the Tour on the Tour departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour; however, you may join the Tour late if agreed to in writing by us.

Cancellation or Substitution by Us; Cancellation or Changes by Your Organization

We will make commercially reasonable efforts to keep the Itinerary as it has been published; however, the final Itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the Itinerary.

We reserve the right to cancel any Tour in our sole discretion because of inadequate enrollment that makes the Tour economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a Tour, our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a Tour in progress must be interrupted or canceled, our liability shall be strictly limited to a refund of the recoverable cost of any unused portion of the Tour. Additionally, your organization or group leader may make changes to the itinerary or may cancel all or a portion of the Tour and, in that event, we will not be liable for such changes or cancellation, and our liability shall be strictly limited to a refund of the recoverable cost of any unused portion of the Tour.

Air Transportation during the Tour

Airfare costs and availability are subject to change at any time prior to final payment for your Tour and may result in an increase in the Tour price or a modification of the itinerary. We will notify you of any such change as soon as practicable. Airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). We are not notified of these changes in advance, and often

travelers are not made aware of these changes until they arrive at the airport. We cannot be responsible for seat assignment changes made by the airline.

Frequent flier programs are private agreements between airlines and passengers, and we cannot be held responsible for mileage discrepancies involving airline loyalty reward programs. Each Participant is responsible for complying with all applicable airline requirements, including baggage requirements and hazardous materials prohibition.

Passports and Visas

You are solely responsible for complying with passport and visa requirements as applicable. International travel requires a passport valid six (6) months beyond your intended return travel date. Please apply for your passport immediately due to the amount of time it may take to process your passport application. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State [website](#) for the latest passport and visa requirements. You must have your passport in your possession at all times while on your Tour. **You must also provide us with a copy of the inside page of your passport (showing your name and photo) at the time of reservation and in no event less than 90 days prior to departure.**

Hotel Swimming Pools

Hotels utilized on the Tour may have swimming pools. Some hotels provide lifeguards for certain hours and some do not provide them at all. **Under NO circumstances may a minor swim in a hotel pool when a parent, guardian or lifeguard is not physically present at the pool.** Any such swimming is a violation of these Terms and is undertaken at the sole risk of the traveler. We are not responsible for death or Injury occasioned while a minor is utilizing a hotel pool or pool facilities, whether or not a parent, guardian or lifeguard is present.

Other Taxes and Fees Related to International Travel

Some governments charge departure taxes and/or fees imposed on a per-passenger basis. These additional costs are the responsibility of each passenger traveling to the designated country and are not included in the Tour price unless stated.

Baggage

Please refer to your final travel documents for information and links to determine the total baggage fees charged and specifications and limitations imposed by your airline or motor coach. Checked baggage is limited to one checked bag per person and one carry-on bag that will fit under an airline seat and/or on the small parcel racks of the motor coach. There can be no exceptions to this limitation. You are responsible for complying with the weight and size limitations imposed by airlines. Please confirm all specifications when you receive your final travel documents, as they can and do change from time to time. We assume no liability for loss or damage to baggage in transit to and from a Tour or while on a Tour. We recommend purchasing a supplemental travel insurance package.

Photography and Video

We may take photographs or videos of Tours, Tour Participants and/or performances, including live webcasting of performances from time to time, and Participant grants us express permission to do so and to use such photographs or videos for promotional or commercial use without payment or any fee or royalties payable by Accent Concerts to Participant.

Children

Unless otherwise indicated in the Tour description or agreed to in writing by us, all Tour passengers must be at least ten (10) years of age. However, some activities contained within an Itinerary may have a different age restriction than the overall minimum age requirement, in which case details will be provided at the time of booking. We reserve the right to marginally exceed the published maximum group size on family Tours to accommodate a family. For a minor under the age of 18 to travel outside of the United States without both parents or legal guardians, a notarized affidavit from the non-traveling parent(s) or guardian(s) must be obtained and presented upon departure and return to the United States. The form will be available for download from the Website or you may request a form from our office.

Unused Services; No Partial Packages

No refund will be made for any unused services, including airfare purchased as part of a package tour.

Suppliers Acts or Omissions

We act only as an independent contractor to supply or arrange for the travel services named in your Itinerary or otherwise to procure services or goods from third parties such as airlines, hotels and other lodging providers, local hosts, guides, bus lines, car rental companies, driving services, restaurants and providers of entertainment (the "Suppliers"). **We assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers.**

Conduct During the Tour

You are responsible for respecting the authority and following the directions of the Tour guide and the laws of the countries in your Itinerary during a Tour. We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition or behavior renders you unfit for the Tour or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Tour services or may constitute a hazard or embarrassment, may put other tour participants or individuals at risk or violates any mandate by health organizations or governments having jurisdiction in any country or locale in your Itinerary. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour. Should you decide for any reason not to participate in certain parts of the Tour or use certain goods included in the Tour, no refunds will be made for those unused parts of the Tour or goods. You agree to indemnify and hold us harmless from and against any costs, damages, losses or liabilities arising out of (a) the actions or omissions of any minors traveling with you and (b) if you checked the box indicating that you are signing on behalf of yourself and your traveling companions, your companions' claims that you were not authorized to agree to this Participant Agreement on their behalf. **NOTE: EVERY PARTICIPANT IS OBLIGATED TO OBSERVE AND AGREE TO THIS PARTICIPANT AGREEMENT. IF YOU ARE REGISTERING ON BEHALF OF OTHER TRAVELERS, IT IS YOUR RESPONSIBILITY TO ENSURE THAT EACH TRAVELER IS PROVIDED WITH A COPY OF THIS PARTICIPANT AGREEMENT AND EACH UNDERSTANDS HIS OR HER OBLIGATIONS HEREUNDER.**

Limitation of Liability and Damages

In no event will we be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the Tour, even if advised of the possibility of such damages.

Travel Advisories and Warnings

It is your responsibility to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at travel.state.gov.

Force Majeure

We assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the Tour, due to acts of God, acts of government, lockdowns, flight groundings, facility closures and other acts related to pandemics, war, terrorist acts, riots, disaster, weather extremes, attacks or bites by animals, insects or pests, criminal activity or strikes. We have no special knowledge regarding unsafe conditions, health hazards, weather hazards or climate extremes at locations to which you may travel. You understand that health care standards, facilities and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or travel.state.gov, and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

Assumption of Risks and Release

If you participate in activities during your Tour, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping and terrorist activities; dangers and risks inherent in activities in underdeveloped countries; and dangers of local law enforcement activity. You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release, discharge and hold us and our agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in connection with your Tour or participation in any activities in which you participate.

Governing Law and Waiver of Trial by Jury

These Terms will be interpreted under and governed by the laws of the State of Arizona. The parties agree to make all reasonable attempts to resolve any claim or dispute arising out of or relating to Accent Concerts, a Tour, or these Terms prior to the initiation of any further action. If the parties are unable to reach a resolution of the dispute, the parties may proceed to litigate the matter. Any legal action by any party shall be brought exclusively in the Maricopa County, Arizona Superior Court or in the United States District Court for the District of Arizona. By indicating your acceptance of these Terms you knowingly, voluntarily and irrevocably: (i) consent to the exclusive jurisdiction of Arizona courts; (ii) waive any immunity or objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens; (iii) waive any personal service of any summons, complaint or other process that may be made by any other means permitted by the State of Arizona; (iv) waive any right to trial by jury and agree that any such dispute will be decided by court trial without a jury.

Health Requirements and Activities, Medical Conditions and Special Assistance

Some of our Tours incorporate or require activities such as walking, hiking, stair climbing and the like; you are responsible for familiarizing yourself with the level of activity that will be involved in your Tour. You must disclose in your Participant Information Form (or at such later time when you become aware of such a condition) any existing physical or mental illness, disability, pregnancy or any other condition or limitation. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking for a determination of what assistance we can reasonably provide. Many Tours may not be wheelchair accessible and may not be suitable for motorized scooters, walkers, and canes. If we cannot accommodate your special needs, you must be accompanied by a companion who will be responsible for independently providing the needed assistance. In no instance will our Suppliers or we physically lift or assist you on to or off any vehicles.

We reserve the right to decline acceptance of anyone we consider unsuitable due to fitness level. We also reserve the right to remove you from the Tour, at your own expense, if your condition is such that it could create a hazard to you or others, or otherwise impact the enjoyment of other passengers. If any Participant is removed from the Tour due to health reasons beyond the Participant's control, our only obligation is to refund to that Participant that portion of the payment allocable to unused services. If any Participant is removed from a Tour due to the Participant's violation of these Terms, we are not obligated to offer any refund.

General

Our receipt of a facsimile or scanned transmission of any signed document shall be deemed delivery of an original. We reserve the right to decline to do business with anyone on a non-discriminatory basis.

Please contact us should you have any questions or concerns:

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