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SITS Group LLC

dba



**VICTORY
SPORTS TOURS**

www.victorysportstours.com

Standard Terms & Conditions

Document Date: January 19, 2024

1.0 Opening Statement

1.1 SITS Group LLC dba Victory Sports Tours – Tour Operator

SITS Group LLC dba Victory Sports Tours, hereinafter referred to as **Victory Sports Tours** is a tour operator arranging team travel from the United States to international destinations throughout the world. The terms "we", "us", "our", and "VST" refer to Victory Sports Tours. The term "team" refers to the team booking a reservation with us. "participants", "travelers", and "you" refer to individual members who are traveling in the booking.

1.2 Terms & Conditions – Binding

By booking travel arrangements with us, the team and all participants are agreeing to be bound by the terms & conditions contained in the **Tour Proposal**, **Tour Agreement**, and **Standard Terms & Conditions** documents that apply to your tour, which are incorporated herein by reference thereto ("The Agreement"). The Agreement describes what you are legally entitled to expect from us when you book your trip through us, in addition to important obligations you and participants enter into that affect your and their legal rights.

2.0 Travel Insurance

2.1 Travel Insurance – Reimbursement of Tour Payments (in case of Trip Cancellation)

The best way to reduce the risk of trip cancellation fees is through the purchase of trip cancellation insurance, especially **Cancel for Any Reason (CFAR) insurance**, which reimburses most non-refundable trip payments.

Regular trip cancellation insurance covers specific situations that cause cancellation, such as illness, medical emergencies, death of a close family member and similar circumstances, while CFAR insurance covers nearly all reasons for canceling. Generally speaking, CFAR will reimburse travelers 75% of all non-refundable tour payments.

We will send you information with suggestions on the best ways to find and purchase the trip cancellation policy that is right for your needs.

IMPORTANT: Purchasing travel insurance may be limited by time constraints so it is important that you purchase coverage as soon as possible after booking.

2.2 Travel Insurance – Medical Insurance / Emergency Evacuation / Repatriation

You should check with your medical insurance carrier in your home country to make sure that your medical insurance covers you while traveling to foreign countries to the same extent that it does at home, including for medical expenses related to COVID-19. If it only covers you on a limited basis or not at all while outside your home country, you should consider purchase of a **"travel medical insurance"** policy to cover medical expenses for the duration of your tour.

Purchasing travel insurance may be limited by time constraints so it is important that travelers purchase coverage as soon as possible after booking.

2.3 Travel Insurance – Risks to Group and Individuals of Declining

Declining travel insurance could result in the loss of your travel costs and/or require more money to correct the situation. You acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which travel insurance coverage would otherwise have been available.**

2.4 Travel Insurance – Participants who Considered but Declined Purchase

IMPORTANT: The Authorized Representative of the Team, identified above, agrees to reply to VST indicating which tour participants considered but declined the purchase of Travel Insurance.

2.5 VST is not an Insurance Agent

VST is not qualified or authorized to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. VST cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, contact your organization's insurance agent, an independent travel insurance specialist or any other qualified travel insurance vendor.

No representation or description of insurance made by our staff constitutes a binding assurance or promise about insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by a travel insurer as it relates to COVID-19 or any other claim under a policy.

3.0 "Force Majeure"

"Force Majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control.

We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to Force Majeure.

In the event of a Force Majeure tour cancellation, we shall immediately notify all vendors and suppliers of the need to cancel and take all commercially reasonable steps to secure refunds. Some suppliers may choose to offer future travel credits which will be made available to your group.

Any refunds that VST receives from vendors/suppliers, would be forwarded to you in amounts not greater than those actually received (USD equivalent) from said vendors/suppliers.

If the United States State Department issues a "State Department Travel Warning" to a Level 3 or Level 4 advisory for any city or country included on the tour, VST can modify the tour to avoid the city or country that the warning was issued for, but additional costs that would be paid by the Team, participants and travelers, may apply.

Please note that tour operators, including VST, are not required to cancel your tour due to alerts or warnings issued by the United States State Dept., Centers for Disease Control, World Health Organization or any other entity.

4.0 Responsibility / Risk Statements

4.1 Victory Sports Tours is solely the Agent for Travel Suppliers

Victory Sports Tours does not perform any of the travel services of your tour. For example, air transportation, lodging, ground transportation, meals and guide services are provided by airlines, hotels, motorcoach operators, restaurants and tour guides, respectively, with other services provided by the appropriate suppliers. We, **Victory Sports Tours**, act as, and you authorize us to act as, agents on your behalf. We act solely as the agent for airlines, hotels, bus companies, railways, cruise lines, ground operators (including step-on guide services), restaurants, sports clubs and schools, and any and all other entities providing products or services in connection with our tours, and, as such, we are expressly not responsible, nor liable for the acts and omissions of said entities resulting in any and all consequence, such as, but not limited to: anxiety, inconvenience, travel delay, financial loss, lost wages, loss or damage to property, personal injury, including sickness and /or disease, or death. **There is a duty on our part to notify you as soon as possible about situations adverse to your travel plans and your interests.**

4.2 Financial Condition of Travel Suppliers

We are not responsible for the acts or omissions of travel suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the suppliers, and we have no liability for recommending a trip credit in lieu of a refund.

4.3 Charter Bus Companies Responsible for Bus Safety

Charter bus companies are solely and exclusively responsible for the maintenance of their vehicles in safe operating condition, for utilizing safe operating practices, and the acts and omissions of their drivers. Any failures by the charter bus companies to implement the afore mentioned practices resulting in accidents or other situations leading to anxiety, inconvenience, travel delay, financial loss, lost wages, loss or damage to property, personal injury, or death are the sole and exclusive responsibility of said companies.

4.4 Conditions of Carriage

When you travel on an airline, ship, motorcoach, or railway, the Conditions of Carriage of that transportation company apply, some of which exclude liability. These conditions are, in most cases, the subject of international agreements and copies of the agreements that apply to your group are generally available on each carrier's website.

4.5 Special Dietary Needs

The restaurants and other food suppliers providing travelers with food for their consumption will make every reasonable effort to accommodate each traveler's dietary requirements but cannot give assurances that these requirements will be met.

The restaurants and other food suppliers are not responsible for supplying food that meets the traveler's dietary requirements. It is therefore possible that none of the available options at any given meal are suitable, in which case the traveler might need to purchase food from other sources.

Each traveler is responsible for deciding whether to consume any of the available food options. If the traveler has any doubts about the suitability of the food that they might consume, they should not consume it. Neither the restaurants, nor other food suppliers, nor Victory Sports Tours can take responsibility for any consequences resulting from the traveler consuming food that does not meet their dietary requirements, such as allergic reactions, incapacitation or death.

4.6 Assumption of Risks of Travel

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motorcoach, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks.

Participants are voluntarily participating in these activities with the knowledge that there are dangers involved, and participant hereby agrees to accept any, and all risks.

For information related to risks of travel, we recommend going to the State Dept. travel websites at:

www.travel.state.gov, click on "**Find International Travel Information**" then click on "**Country Information**", and fill in the name of the destination country. <https://www.state.gov/travelers/>

4.7 Participant Conduct

Participants accept responsibility for any damage or loss caused by them. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. Participant must indemnify Victory Sports Tours (VST) and the Team for the full amount of any claim (also including legal costs) made against VST or the Team. VST is not responsible for any costs incurred concerning a participant removed from a trip.

5.0 COVID-19 Waiver

5.1 COVID-19 - Health Risks

By traveling at this time, participant acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk for him/herself, that participant may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you booked your trip. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, which cannot be controlled or eliminated by Victory Sport Tours.

Participant acknowledges that due to the uncertainty of travel at this time, your trip may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. You understand that you may become sick before, during, or after the trip and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

Participant agrees that due to uncertainty caused by COVID 19, VST has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, VST shall not be liable to any losses howsoever arising.

Participant, for yourself, and on behalf of your heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, AND HOLD HARMLESS VST, its members, officers, agents, and/or employees, suppliers, and other tour members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID-19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

5.2 COVID-19 - Travel Requirements - Numerous & Different by Destination

All destinations and suppliers have their own rules related to COVID-19.

You may be required to provide or comply with one or more of the following:

- Proof of full vaccination with a COVID-19 vaccine approved by the destination and/or in-transit country
- Proof of negative COVID-19 test less than 24, 48 or 72 hours prior to the start of your trip
- Proof of recovery from COVID-19 Mask mandates
- Social distancing requirements
- Possible quarantine
- Possible border closures
- Other limits / requirements beyond those listed above

Stopover countries' requirements will also apply. On your return home to the United States, additional testing, requirements, or documentation may be required. Any costs associated with any of the above are exclusively the responsibility of travelers.

Victory Sports Tours has no special knowledge that is unavailable to the general public regarding regulations and requirements related to travel during the COVID-19 pandemic.

While Victory Sports Tours will endeavor to ascertain all rules and regulations applying to your travel itinerary, you must not rely on any representations made by Victory Sports Tours.

You assume full and complete responsibility for checking and verifying any and all passport, visa, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more after your date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.

Should you be denied boarding on any flights or entry to any destination or in-transit country, Victory Sports Tours shall not be responsible for any such denial, or any cost associated therewith.

For the latest COVID-19 government travel regulations, we recommend going to IATA's website at

<https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>

For medical and health information, we recommend going to the Centers for Disease Control website at: www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country.

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/testing-international-air-travelers.html>

6.0 Jurisdiction and Venue/Waiver of Class Action /Time Limit on Claims

You agree that you will only bring claims against Victory Sports Tours in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.

Your payment of a deposit on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages.

If any provision of this Agreement shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.