

Terms & Conditions

KI Concerts LLC, a District of Columbia Limited Liability Company (“KI”) accepts reservations and provides services subject to the details, terms, and conditions outlined here (“Terms & Conditions”). By registering and submitting your first payment, you are accepting all Terms & Conditions and entering into this contractual agreement between you and KI Concerts LLC. Please ensure you carefully read and understand these Terms & Conditions prior to registering for a tour. KI reserves the right to modify or update the Terms & Conditions from time to time at our sole discretion; the most up-to date version of the Terms & Conditions can be found at any time at <https://www.kiconcerts.com/terms-conditions-adult/>.

PAYMENT CONDITIONS

First payment for each traveler must be included with that traveler’s registration; no registration will be accepted for processing without a first payment. Should any payment be overdue by more than thirty (30) days, KI reserves the right to consider the traveler to have cancelled their registration and process the cancellation in accordance with the Traveler Cancellation section below. Should a final payment be in arrears in advance of the tour departure date, KI will cancel a traveler’s registration without a refund.

LATE REGISTRATIONS

Individual traveler registrations may be submitted after the due date for the first payment and will be accepted at KI’s discretion, subject to pricing and flight, coach, and hotel availability. Because of fluctuations in industry rates, late registrations may incur a higher tour price. Late registrations which are accepted by KI must be accompanied by a payment equal to the total amount then presently due by tour participants (this payment will be returned or refunded if KI is not able to accept the late registration). For instance, if the late registration is submitted after the due date for the first

payment but before the due date for the second payment, the late registrant must submit payment in the amount of the first payment with their registration; if the late registration is submitted after the due date for the second payment but before the due date for the third payment, the late registrant must submit a payment in the amount of the first and second payments combined.

TRAVEL PROTECTION

KI Concerts cannot provide travel protection for adult groups of travelers. Adult groups are defined as when 80% of the group is expected to be over the age of 35 "Adult Groups". KI recommends that travelers who are part of Adult Groups individually purchase travel protection to protect their travel investment. KI strongly recommends that individuals consider purchasing a travel protection plan in the event of traveler cancellation (see below). KI cannot give recommendations or advise travelers on the terms of individually purchased insurance policies. Travelers are encouraged to carefully review policy documents and contact their insurance provider for all relevant information and details.

TRAVELER CANCELLATIONS

If a registered traveler submits a notice of cancellation in writing to KI at least 120 days prior to departure, the canceling traveler may recover 75% of funds the traveler has paid to KI if the following conditions have been met: (a) the traveler's account is in good standing and all previous payments have been submitted on time and (b) the traveler informs their tour point of contact of their intent to cancel prior to submitting notice to KI in order to ensure clarity and consistency of communication within the tour group. Because of the substantial investments KI and its service providers and vendors make in each tour, especially in the months leading up to the tour, where a traveler submits notice of cancellation less than 120 days prior to departure and/or has any payments in arrears at the date of notice of cancellation, then no funds will be refunded to the traveler. All cancellations must be submitted in writing by mail

(postmarked by a date at least 120 days prior to departure) to KI Concerts LLC, c/o Accounting Department, 5245 Centennial Blvd Suite 202, Colorado Springs, CO 80919 or by email to kiparticipants@kiconcerts.com with the Subject Line "Urgent – Tour Cancellation". If the canceling traveler has a travel protection plan with coverage triggered by their cancellation, they are required to notify KI of their cancellation as described above before submitting the travel protection claim through their travel protection plan carrier. Travelers are encouraged to submit claims in a timely manner and to refer to their travel protection plan for details.

TOUR CANCELLATIONS

Should world conditions affect the staging of the tour, the U.S. State Department issue a Level 4 Travel Advisory to a tour destination, or KI otherwise determine that the safety of participants will be best served by modifying existing arrangements, KI reserves the right to alter the agreed upon itinerary and offer a comparable program at an alternate date and/or destination. Should this offer not be accepted by the group within 10 days of the offering, the cancellation terms set forth in the Traveler Cancellations section will apply.

TOUR PACKAGE PRICES

The tour package cost to each traveler is a quote based upon the information provided during the tour proposal process, including the number of full-paying travelers expected to tour with the group and the number of those travelers opting for the Land Only (defined below) package. If a cancellation causes a group to fall below the minimum number of travelers quoted/established in the tour proposal confirmation of arrangements, the tour package cost to each traveler will be subject to change after the tour has been confirmed.

ITINERARY VARIATION

KI is committed to offering only those itinerary features which meet our high standard of service, and to continually improving itinerary features whenever realistic improvements are possible. If unforeseen circumstances warrant, we reserve the right to vary itineraries and/or destinations and to substitute hotels, sightseeing venues, or other service offered in order to fulfill that commitment; in addition, while KI will work to mitigate any increased costs associated with, and proactively communicate regarding, such variations, we reserve the right to pass on these extra costs to the travelers. Venues, repertoire, accompaniment, and performances may be adjusted or modified, with final arrangements contingent upon the number of performance participants and availability. Changes to itinerary features will be communicated in a timely fashion to the tour point of contact, who will be responsible for communicating appropriately with all travelers.

AIR DEVIATION

Under certain circumstances, travelers may be able to deviate from the tour's group air arrangements. Specifically, travelers may opt for one of the following alternatives, provided KI receives appropriate advance notice in accordance with the terms detailed herein; please note, any air deviation is subject to a change fee as set forth below.

- **Option 1. Land Only** Travelers wishing to participate in only the on-the-ground/'land' part of the tour ("Land Only") may opt to make all their own flight arrangements. Of note, for multi-city tours, the "Land Only" travelers must arrange for their own mid-tour flights connecting between tour destination cities. In addition, while "Land Only" travelers may utilize the group transport to and from the airport provided it requires no delay or change to the full group's arrangements, they must otherwise arrange their own ground transportation to and from the corresponding airports. KI is not in a position to offer assistance regarding ground or air transport to "Land

Only” travelers. If the “Land Only” option is elected after the initial group reservation has been made but at least 120 days prior to departure, the deviation will be subject to a \$175 change fee per traveler; in limited circumstances, and at KI’s sole discretion, it may be possible to accommodate a traveler wishing to elect the “Land Only” option less than 120 days prior to departure, however each traveler will be subject to a \$1,000 change fee for any such deviation.

- **Option 2. Arrival/Departure Date** Travelers wishing to start their visit earlier than or return later than the tour group may opt to elect a separate arrival and/or departure date if/as permitted by the airline. Most, but not all, airlines will permit one or more members of a tour group to deviate from the group’s flight schedule, provided the traveler fly into the group’s arrival city (in cases where the traveler is desiring to arrive early) and/or fly out of the group’s departure city (in cases where the traveler is desiring to depart late); in other words, only the date can change. The specific conditions applicable to the group’s tour will be advised once the flights are confirmed. If a traveler requires an arrival/departure date deviation after the initial group reservation has been made but with at least 120 days still remaining prior to departure, the deviation will be subject to a \$100 change fee per traveler in addition to any other airfare increases that might apply; KI is not able to accommodate arrival/departure date deviation requests received less than 120 days prior to departure.

SUBSTITUTIONS

KI recognizes that circumstances arise where a registered traveler may find it necessary to cancel their participation in the tour. Substitutions – where the cancelling traveler’s registration is transferred to a new traveler, thus substituting one enrollment for another – are permitted and can substantially reduce the costs incurred by the cancelling traveler. While the majority of costs associated with registration are transferable, there may be one or more cost incurred in the registered traveler’s name for which KI is not able to arrange a transfer; for instance, the travel

protection premium, whether included in the tour price or paid separately, is nontransferable and nonrefundable.

*The registered traveler is responsible for notifying KI of their intention to transfer their registration **at the time of cancellation** so that KI can facilitate the back-end administration of the transfer. Substitutions are not permitted where a traveler's registration has already been processed as cancelled in accordance with the provisions of these Terms & Conditions. The substitute traveler must submit the appropriate registration materials and payment(s) in accordance with the Late Registration section before a refund to the original traveler can be made. Substitutions will incur additional change fees if: (a) the substitution is made less than 90 days prior to travel, and/or (b) the substitution impacts tour arrangements in such a way as to necessitate adding accommodation(s) in order to provide the equivalent level of services to the tour group post-substitution (e.g., the original traveler is substituted for a traveler who identifies as a different gender, requiring the addition of another hotel room to accommodate the updated group composition).*

PRE-EXISTING MEDICAL CONDITIONS & PERSONS WITH DISABILITIES

Before booking, it is essential that KI is advised of any special requirement or service a prospective traveler may seek due to a pre-existing medical condition or disability so the traveler can be assisted in considering the suitability of the tour arrangements while making their decision whether to register. It is important to note that the nature of some tour destinations or activities mean that they are inherently unsuitable for those who use a wheelchair or otherwise struggle with mobility; in other circumstances tour operators or venues may be unable to provide assistance to travelers with limited mobility and all such assistance will need to be provided by others within the tour group. When provided sufficient advance notice, KI will make reasonable accommodations for travelers with physical limitations where possible based on available

resources, in accordance with our Inclusion and Reasonable Accommodations Policy. Special dietary requirements should be requested during registration; however travelers are advised that it is not always possible for service providers and venues to cater to special diets; KI will advise airlines and restaurants booked as part of the tour package of the traveler's special dietary requests, but we cannot guarantee all dietary requests will be accommodated.

TRAVELER QUESTIONS

All pre- and post-tour questions from travelers regarding accommodations and group tour details must go through the group's tour point of contact, who is expected, in turn, to raise all significant traveler questions with the appropriate KI representative.

TOUR ARRANGEMENTS & ACCOMMODATIONS

KI is not able to guarantee a particular seat or seat section on the tour flight(s), or a particular room or room type in a tour hotel. Likewise, while KI carefully checks information submitted, and we strive to keep travelers informed regarding the pertinent details of all arrangements and accommodations, from time to time changes (such as, without limitation, road, public transportation, and hotel construction work, airline flight scheduling, or changes in government regulations impacting the tour activities) occur and errors may be made. KI will work to rectify any issues with the planned-for tour arrangements and accommodations in accordance with our company best practices and pursuant to these Terms & Conditions. Regarding airline frequent flyer programs, while KI will attempt to assist in linking frequent flier numbers to bookings provided notice is given during registration, KI guarantees neither that this will be able to be done by KI, nor that the airlines will accept the numbers or provide any benefit to either the group or individual traveler(s) from the group airfares purchased.

PASSPORTS

Each traveler must have a valid passport that will be in effect for at least six (6) months after the last day of the tour (a requirement to enter many countries). KI must receive a copy of the relevant page(s) of each traveler's passport no later than 120 days prior to departure. Travelers are responsible for taking and storing a picture of their passport prior to traveling and ensuring they have a way to access or obtain a copy of that picture in case of an emergency.

VISAS

Before the tour, each traveler is responsible for applying for and obtaining any necessary travel visa(s) for each country to be visited; travelers are advised to begin this process well in advance of the tour. For up to date visa requirements, US citizens should visit www.travel.state.gov. Citizens of countries other than the U.S. should consult with their Embassy or Consulate to determine and obtain the necessary visa(s).

U.S. HEALTH REQUIREMENTS

KI recommends each traveler visit their physician prior to registration and again before traveling to ensure the necessary health precautions are taken. Furthermore, each traveler is responsible for knowing, and complying with, the health and vaccination requirements for each country to be visited. Please refer to the U.S. Centers for Disease Control and Prevention (the "CDC") in Atlanta for the latest health and vaccination requirements. The Travelers Health Hotline is 800-CDC-INFO (800-232-4636) and the website is: www.cdc.gov/travel.

RIGHT OF REFUSAL

KI reserves the right to refuse service to any traveler for any lawful reason.

RESPONSIBILITY & LIABILITY

The responsibility of KI is strictly limited. KI acts only as an agent for travelers in arranging accommodation, transportation, dining, sightseeing, performance, and other services as agreed up and appropriate based upon the tour itinerary. As such, KI shall not be liable for any injury, damage, loss, accident, delay, or irregularity which may be occasioned by reason of any company or person engaged in conveying or servicing the travelers from whatsoever cause.

TERMS & CONDITIONS MODIFICATIONS

These terms may be supplemented by additional terms and conditions specific to your Tour ("Supplemental Terms"). Any Supplemental Terms will only be valid if provided in writing by an authorized representative of KI. In the event of a conflict between this agreement and valid Supplemental Terms, the Supplemental Terms will prevail.

DATA PROTECTION

KI must store certain traveler personal information (such as full name, address, payment information, etc.) and other details supplied by travelers in the KI database in accordance with the company Privacy Policy. This information is used to make tour arrangements and communicate information about the tour to travelers, tour groups, and group organization administrators. In order to arrange the tour, KI may relay personal information on travelers and tour groups to land operators and other third parties in countries with different data protection controls.

ACCEPTANCE OF TERMS, RELEASE AND WAIVER OF LIABILITY, AND ARBITRATION AGREEMENT COMPLETION

Each traveler must read and sign the KI Concerts LLC Acceptance of Terms, Release and Waiver of Liability, and Arbitration Agreement. If any traveler is a minor (aka, under 18 years of age), a parent, legal guardian, or empowered representative must sign on the minor's behalf. In the event any person(s) does not sign, that person(s) cannot go on the tour and the cost to the remaining travelers in the group may increase in accordance with the terms contained herein regarding group pricing.