



2018 Fall Adventure *Terms & Conditions*

(As of: 25 May 2018)

The participation of travelers into the adventure offered by GreatEscape Adventures, Inc., (GEA Inc) (hereinafter 2018 *Fall Adventure*, 2018FA) constitutes a contractual arrangement between The Client (all travelers entering the annual adventure hereinafter as “Teams/participants”) and 2018FA, and represents the client’s acceptance of 2018FA’s terms and conditions set out herein. Please ensure that the all participants read carefully and understands these terms and conditions prior to signing and accepting. Acceptance of these terms and conditions is a condition of participation and is the participant’s acknowledgement that they have read, understood and agreed to be bound by them. *That said...*

The 2018 Fall Adventure will take place between the dates of October 13 & October 27, 2018. The event will begin and end in North America. Participants will visit at least four (4) undisclosed, secret, mystery countries. The 2018FA will also be known as *The Global Scavenger Hunt – ←WEST*.

Portions of the 2018FA will be photographed and/or filmed for personal, commercial and promotional use, and thus, all participants will be required to sign a basic *Appearance Release*/waiver as a Term & Condition of participating in 2018FA. Our participant’s videos and photographs may be used for promotional purposes by GreatEscape Adventures, Inc., (GEA Inc).

2018FA is limited to 12-two-person Teams, 24 travelers maximum. There will be no exception to this exclusive limited participation. GEA Inc., reserves the right to refuse participation to anyone.

Some participants may be required to provide a medical certificate from their physician(s), and anyone under 18 must be accompanied by a parent or guardian for the entire journey.

All participants will be required to read, and then provide their *informed consent* to the 2018FA *Liability Agreement* that carefully explains your *Assumption of Risks* while participating in 2018FA.

Your Team (two travelers/participants) as constituted when filing your *Application & Registration Form* may be changed at any time with one participant being substituted for another up to the point when airline tickets have been purchased (*to be determined*). No changes to Teams will be allowed after that date—or, there may be a significant rebooking fee charged extra to your Team for those changes. You may not save, pass on, sell, or assign your accepted 2018FA Team spot to any other group or individual(s) for any reason. Single applicants will be paired up prior to that airline ticket purchase date in order to participate with the based on double-occupancy per person participation fee of US\$7,450, or will be required to pay the extra single supplement hotel fees.

The 2018FA participation fee is US\$7,450. (cash price) per person—with two persons per Team—and is based on double-occupancy, that will also include: all international airfare between our official North American departure and arrival city; a hotel room, suite or cabin (based on double-occupancy including: room, tax and usually breakfast for two) in each 2018FA destination; some meals (over 40% in all previous events); some special events and hospitality parties; some ground transportation and airport transfers (usually transfer from airports to the hotel upon arrival); a pre-adventure travel goody bag (travel-related stuff, hats & T-shirts, etc.); as well as all event-related materials and pre-departure adventure information.

The 2018FA participation fees **DO NOT INCLUDE**: Any supplemental upgrades (airline upgrades and/or single room or hotel suite supplements) will have their own, separate and applicable *Terms & Conditions* to be signed with extra costs applied; or any missed flights, most meals (including room service), hotel incidental charges including: late checkout fees, telephone calls, Internet usage, laundry charges, alcoholic beverages, gratuities; personal excursions/side-trips, medical services, passports renewals, foreign entry visas (mailed in, online pre-flight e-visas or visas-on-arrival), travel insurance, inoculations and/or medication costs of any kind, transport to and from your home port to/from the 2018FA North American departure and return cities, excess baggage charges (you are allowed one (1) regulation personal carry-on and one (1) checked bag per person), airport departure fees & taxes (usually included



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in our ticket prices but some developing nations still charge extra), optional entrance fees to designated scavenges and your purchase of optional scavenger hunt items (which will be kept to the absolute minimum), most of your optional elective ground transportation and transfers, or any expenses resulting in delays due to bad weather, trail, river, and road conditions, sickness, accidents, government action, war, terrorist incidents, civil disturbances, industrial disputes, epidemics, nuclear disasters, fires, floods, volcano eruptions, travel restrictions, air traffic control interruptions and delays, acts of Mother Nature, extreme weather, airline and airport flight delays, or evacuation expenses, unless specifically indicated.

PLEASE NOTE: Teams will be responsible for obtaining a valid passport (with *at least* five (5) empty pages and six months additional validity with an expiration date of *at least* 26 April 2019), and all required foreign entry visas, and if necessary, inoculations prior to flight boarding and country entry when necessary (ie: prior to the event start date); any costs associated with not obtaining them is solely the teams responsibility. (Fair notice will be given in writing when/if required.) After being given plenty advance notice by GEA Inc., (aka *The 4-Hour Notice*) if a traveler fails to obtain the required proper entry visas or any other legal documents (visas, shots, shot papers, valid passports, etc.) that would make them ineligible to enter a country requiring such; it will be at their own personal cost to find alternative transportation to the next 2018FA destination (aka leapfrogging ahead) and to pay for any and all additional costs that result, including, but not limited to: hotels, food, ground and air transportation, visas, communications, as well as any financial losses inflicted on GEA Inc., as a result of their failure to comply. GEA Inc., accepts no liability if you are refused boarding onto a flight or entry into a country due to your failure to carry the correct and adequate passport and entry items. Teams will also be responsible for any extra charges or being evicted from hotel premises as a result of breaking hotel rules. Teams will be required to have at least one valid credit card for use at hotel check-in's to cover their incidental expenses. Teams are also responsible for their obtaining their own frequent flyer award programs credits at the time of their flight check-ins—we cannot provide receipts. (***We highly recommend you purchase travel insurance***—that you would be responsible for contacting in the event of a claim.)

After being formally approved by GEA Inc. to participate in 2018FA, each participant will be asked to provide a 20% deposit (US\$1,500.) via personal, corporate check, cashier's check, money order, cash or electronic funds transfer within five (5) days of the time of acceptance. (GEA Inc., also accepts Visa & MasterCard payments online for an additional fee of 4.0%—sorry, it's because of *PayPal's* charges.) At that time your spot has been secured in 2018FA.

All unpaid participation fees will be due in full 60-days prior to our October 13th, 2018 departure date by acceptable payment options. That is, all remaining and outstanding participation fees due must be submitted on or before August 15th, 2018—or you risk losing your secured position in 2018FA and previous deposit. Failure to receive any of the Teams final payments by those dates will be interpreted as your Team abandoning your exclusive 2018FA spot. At that time, all previously paid funds will be returned within five (5) working days based on the below *Cancellation & Refund Policy*.

If your application is accepted within the window of 60-days prior to our October 13th, 2018 departure, full and complete payment will be required within five (5) days of acceptance and notification by 2018FA. Failure to receive any Teams final payment by those dates will be interpreted as your Team abandoning your exclusive 2018FA spot. At that time, all previously paid funds will be returned within five (5) working days based on the below *Cancellation & Refund Policy*.

Documents, including the final vouchers (most tickets issued now are all e-confirmation and ticketless), *if any*, and airline tickets (between our official North American departure and arrival destination), will be issued to GEA Inc., upon receipt of final booking. Because of the nature of 2018FA being *A Blind Date With The World™* travel adventure, your Team's international airline tickets/confirmation codes will be furnished following the *Bon Voyage Party* at our departing city with at least a *4-Hour Notice* prior to departure.

Prizes: The team of travelers placing first in 2018FA will win accolades and a US\$15,000 discount on their entry fees of the subsequent 2019 edition of the around-the-world travel adventure competition event *The Global Scavenger Hunt* (TGSH) to be held between April 12 & May 4, 2019. (Although this is at least a US\$15,000. value, this prize has NO cash value, it is NOT transferable, and both Teammates/travelers must participate in TGSH for it to apply. The winning Team must also agree to and sign a special set of *Terms & Conditions* at least 90-days prior to the 2019 event to claim their discount, and this one-time discount may *not* be rolled over.) **Note:** That any and all mutually negotiated discounted 2018FA entry fee participants/Teams, who paid less than the full US\$14,900 per team (US\$7,450 per person) 2018FA entry fees, *will be ineligible to claim this First Place prize discount*—however, they can still win the event and accolades—just *not* receive the discount of entry fees into *The Global Scavenger Hunt's* 2019 event.



Non-Compete Clause: During the below signee participants travels, and within a 48-month period following the conclusion of the 2018FA event, said signee participant agrees not to directly or indirectly engage in the business, organization, finance/capitalization, development, sale, or in the engaging of any travel service, that might be construed as, confused as, or resemble in any way, any and all similar aspects of the international travel-related event (mystery travel adventure or treasure hunt/scavenger hunt-related travel adventure) that takes travelers on *A Blind Date With The World™* (to unknown destinations) or travel adventure competition of any kind after fulfilling various international cultural-related scavenges. Violation of this non-compete clause could result in payment of significant lawyer's fees (We know all the best, brightest and smartest ones!) and treble damages. By signing these *Terms & Conditions*, all participants hereby agree that this non-compete provision is reasonable and necessary to protect the legitimate interests of 2018FA travel adventure, and that any violation of this clause could result in substantial and irreparable harm to the owners, operators, and the sponsors of 2018FA. (Sorry, but we have had travel pros, and amateurs alike, try to steal, *err*, imitate, some of our great travel adventure competition ideas in the past—*once bitten twice shy*, as they say!)

GEA Inc., makes every attempt to keep the GlobalScavengerHunt.com website as up to date as possible to ensure accuracy. If you have any questions, or want to double-check any changes, costs or *Terms & Conditions*, please contact us at 310.281.7809.

2018 Fall Adventure Cancellation & Refund Policy (As of: 25 May 2018)

If a paid participant has paid all their participation fees in full and needs to cancel prior to 2018FA's October 13, 2018 start/departure date, for whatever reason (*Note:* All cancellation notices must be received in writing and will become effective as of the date of the postmark, or confirmed by FAX/e-mail date received; texts and phone messages are not an accepted cancellation notice, as we are frequently traveling out of the country.), the following cancellation charges *may* be applied at the full discretion of the GEA Inc.:

90+ Days before departure = a 10% cancellation charge of US\$7,450 per person participation fee applies.

89-60 Days = a 15% cancellation charge of US\$7,450 per person participation fee applies.

60-46 Days = a 50% cancellation charge of US\$7,450 per person participation fee applies.

45-11 Days = a 75% cancellation charge of US\$7,450 per person participation fee applies.

10 Days or less before departure & No Shows = a 100% cancellation charge of your US\$7,450 per person participation fee applies. (3 October 2018)

Please Note Again: If any participant drops out for any reason after **October 3, 2018**, there will be NO refund of any participation fees, deposits or supplemental charges; and leaving the adventure in progress, for any reason whatsoever, will NOT result in any refund, and NO refunds will be made for any unused portions of the event.

GEA Inc., reserves the right to cancel any trip because of inadequate enrollment that makes the trip economically unfeasible to conduct or because of good-faith concerns with respect to the health, safety, and/or welfare of the Teams/participants and organizers (wars, acts of terrorism, extreme acts of Nature, global pandemics, death or sickness in families, etc.). If GEA Inc., cancels an event for whatever reason prior to departure, participants will receive a full refund of all moneys paid to GEA Inc., within 10-working days. GEA Inc., accepts no other liability.

The State of California has also asked us nicely to inform you of the following: Upon cancellation of 2018FA, where the traveler is not at fault and has not canceled in violation of any *Terms & Conditions* previously, clearly and conspicuously disclosed and agreed to by the traveler, all sums paid to the GEA Inc., for services not provided will be promptly refunded to the traveler, unless the traveler advises GEA Inc., in writing, after cancellation. This provision does not apply where GEA Inc., has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation of service. In this situation, GEA Inc., must provide the traveler with a written statement accompanied by bank records establishing disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler. (We don't know exactly what this actually means but count on us to do it anyway!)



For North American residents only: GEA Inc., will offer you a supplemental and comprehensive insurance package upon request that covers you for trip cancellation/interruption and baggage theft/loss. You may of course purchase your own policy from your own agent. Unfortunately, we cannot cover non-North American residents, so please contact your own insurance provider. (FYI: **We strongly recommend all Teams purchase trip and cancellation/interruption insurance**—that you would be responsible for contacting in the event of a claim—to protect your travel investment at the time of sending us your deposit. This coverage will help offset any cancellation charges you may incur in the event of illness before or during the trip. No one has ever needed it yet, but we strongly recommend it!) For a no-fee insurance quote, please contact 2018FA Adventure Coordinator at 1.310.281.7809.

California law further requires certain *sellers of travel* to have a separate trust account or bond. Please be advised that all FA2018 participation fees will be held in a GEA Inc., travel-related separate trust account as mandated by California law. These funds will only be used for direct travel related expenses (air, hotels, ground-transportation, etc.) or for direct Team/applicant refunds (minus any applicable cancellation fees stated above) under California law. Registration as a seller of travel does not constitute approval by the State of California or Governor Jerry Brown (and his successor).

I the undersigned agree with all the stated *Terms & Conditions* above included in this *four (4) page* document as part of my participation in 2018FA event between the dates of October 13 – October 27, 2018.

Signed: _____ Date: _____

Signed: _____ Date: _____

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