



ZENBIZ TRAVEL, LLC TERMS & CONDITIONS

ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2

THIS IS AN IMPORTANT DOCUMENT THAT DETAILS THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN YOU (“You”, “Your”, “Guest” AND “Traveler”) AND ZENBIZ TRAVEL, LLC (“ZBT”) IN RELATION TO ALL THE SERVICES OF THE ULTIMATE HALLOWEEN CARIBBEAN CRUISE PACKAGE 2 (“UHCC2”) DEPARTING NEW YORK CITY, NEW YORK ON OCTOBER 29TH, 2012 AND RETURNING NOVEMBER 7TH, 2012 (“ZBT Trip” OR “Trip”).

THE TRIP CONSISTS OF THE **CRUISE** ON THE NORWEGIAN CRUISE LINES (“NCL”) GEM (INCLUDES CABIN, FOOD, NCL ENTERTAINMENT, CURRENT PORT CHARGES AND TAXES) WITH PORTS OF CALL TO SAN JUAN, ST THOMAS, ST. MAARTEN & SAMANA, Dominican Republic.

MANY OF THE RULES HEREIN REFLECT THE POLICIES OF THE CRUISE, HOTEL AND LAND EXCURSIONS COMPANIES AND MUST BE ADHERED TO. ALL GUESTS MUST READ THESE TERMS & CONDITIONS BEFORE BOOKING.

Reservation and Cruise Deposit

To ensure a reservation for this cruise package a full deposit of \$250.00 must accompany all reservations to confirm a specific cabin. All pricing of packages are based on DOUBLE OCCUPANCY. ALL PRICES ARE SUBJECT TO CHANGE BEFORE DEPOSIT. All prices reflect the current government tax and port charges; however, the cruise line may access additional fuel charges or taxes at which point guests will be notified and be responsible to pay the additional charges. ZBT has no control over increases in government taxes and fees such as fuel surcharges, etc. Should you book after a scheduled payment deadline, the deposit required will be the amount of the initial non-refundable deposit and any amounts due up to that scheduled payment deadline as noted in the section titled *Schedule of Payments* below. Please allow sufficient time via email or regular mail for us to get all of your travel information to you. Except during special circumstances, we generally do not mail any materials outside the U.S. and Canada. Upon confirmation of a reservation, ZBT will email a welcome letter to the email address the traveler supplied on their registration form to serve as an invoice.

Payment Methods

Deposits and payments for the ZenBiz Travel Group on the ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 (UHCC2) are only accepted by credit card via ZenBiz Travel link or via phone or by mail or in person to ZENBIZ TRAVEL, LLC. If you are paying by credit card, the final payment and additional deposits will be automatically charged as indicated, unless ZBT is notified at least three business days before such payment is due. Processing fees will apply for any online payments, which will be the sole responsibility of the guest. Note to international travelers: ALL PAYMENTS ARE BASED IN US DOLLARS. The currency conversion rate will be based on what is collected in the USA from ZBT at the current exchange rates. If you are paying by check, your check must be received by the date required or your reservation is subject to cancellation without notice. Failure to make timely payments of any reservation will subject your reservation to be cancelled without notice and all amounts paid to date will be held in accordance with the cancellation policies set below. Mail payments with a check/money order made out to ZENBIZ TRAVEL, LLC along with the registration form to: ZENBIZ TRAVEL, LLC, 92 St. Nicholas Ave. #6G, New York, NY 10026. Your deposit becomes valid once your check has cleared our bank. Returned checks are subject to a \$70 penalty. No other persons or companies are authorized to collect money on ZBT's behalf. Promoter partners are not authorized to accept payments on behalf of Zenbiz Travel, LLC.

You have the option to pay for your trip in full at anytime; however, the minimum payments are due on the dates indicated in the *Schedule of Payments* below. PLEASE NOTE: in the event that one or more passengers assigned to a double, triple or quad cabin decide to cancel, it is the SOLE RESPONSIBILITY of the remaining traveler(s) in that cabin to find a replacement at the current cabin rates at the time of replacement or distribute payments among the remaining guests (i.e., John, Sam and Tony register for a triple. John drops out. Sam and Tony can either upgrade to the current double rate at the time or find a replacement for John). A transfer of a confirmed reservation to another person is subject to a changing fee. You may change and upgrade a cabin provided there is availability and you are paying any differences in price at the time of transfer. Should a name change fee apply (plus any charges imposed by a travel vendor (cruise ship, hotel or travel agent (“**Supplier**”)), it will be up to the traveler(s) of that cabin to pay such fee. Cruise ships (“**Vessel**”) sell out very quickly. The cruise company only considers guests who have placed full deposits as booked. Please note that these payments exclude gratuities and purchase of the optional ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 Event Pass. NCL suggests a \$12.00 per person per day gratuity for the ship’s crew.

Schedule of Payments

ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 prices are guaranteed upon receipt of deposit. At time of booking a \$250.00 deposit is due of which \$50.00 is a non-refundable service charge. Final payment is due on or before August 1, 2012. There is a \$20.00 fee assessed for any late payments. In the event that payment dates are missed or late, ZBT may, at it’s own discretion, cancel your reservation and refund your money less applicable cancellation fees and non-refundable deposits in accordance with the cancellation policies set below. It is best to get your deposit in immediately to secure the current price. This will also give you greater flexibility when choosing your accommodations. To cancel your ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2, email zenbiztravel@gmail.com or call 1 800-381-1580 x2. ALL PRICES ARE SUBJECT TO CHANGE BEFORE DEPOSIT.

Travel Documents

The traveler’s cruise documents, tickets, passenger ticket contract and all other pertinent travel information will be downloadable from NCL’s website at least two weeks prior to trip departure.

Passports and Proof of Citizenship

All passports, visas and other travel documents required for embarkation and disembarkation at all ports of call or otherwise required to gain entry to all countries are the sole responsibility of the traveler. Appropriate proof of citizenship and a passport is required for all travel to Canada, Mexico and most Caribbean nations if you are a US or Canadian citizen. Visas may be required, depending on the destination. Proof of citizenship consists of a US Passport or a valid foreign government issued plus either an original government issued birth certificate with raised seal or naturalization papers. A passport is preferred as it may be required in the future for all travel outside the United States. Citizens of countries other than the U.S. should contact an embassy or consulate of the destination country for specific entry requirements. These documents are the responsibility of the traveler. Neither ZBT nor its Supplier shall have any liability for any delays you may encounter due to incomplete or incorrect documentation. Should you fail to possess valid documentation, you will be denied boarding or entry and will not be entitled to any refund. Full compliance with all customs regulations and all local and national laws is your responsibility.

Liability and Responsibility

Once ZBT has received your deposit or full payment, your rate is secure; except in the event of substantial increases in operating costs, fuel costs, tariffs or taxes prior to the departure date. In such cases, the guest is responsible for the charges. All assessed government or quasi-government fees and taxes are subject to change without notice at any time.

ZBT's responsibility is strictly limited. ZBT does not own or operate any of the cruise ships, hotel accommodations or land excursions for this event. As a result, ZBT is not responsible for any negligent or willful act or failure to act of any such Supplier or of any other third party whom ZBT has no control. You agree to hold ZBT free from responsibility for any delay, claim, liability, loss or accident occasioned by the fault or negligence of any Supplier or other person or company entrusted with such service. By making your reservation and agreeing to utilize the services and accommodations of ZBT and Supplier, you agree that neither ZBT nor Supplier, nor their affiliates, agents, principals, employees, or representatives shall be liable for any loss, injury, or damage to you or your belongings, or otherwise in connection with any accommodations or transportation, or for trip cancellations, delays, changes in itinerary or schedule, or other services whether or not resulting directly or indirectly from any occurrence beyond their control, including without limitation, acts of God, breakdown of the vessel, hostilities, blockades, labor conflicts, strikes aboard ship or on land, war, fire, collision, arrest, order or restraint by governmental authorities or others, acts of terrorism, civil commotions, weather conditions and considerations of safety of the vessel, or other circumstances. In the event of interruption, changes, delays or cancellation of your ZBT trip for any reason, or in the event of default, real or alleged, of any kind by ZBT or Supplier, or your claim that ZBT or Supplier has for whatever reason failed to perform its respective obligations to you, the liability of ZBT and Supplier to you shall be limited to the refund, if applicable, of all monies theretofore paid by you for all obligations not then performed or for which you have not yet received the intended benefit. ZBT and Supplier shall not be liable or responsible to you for any other costs incurred by you, your neglect, or your misinterpretation of any term or condition, including but not limited to, travel costs and other costs incurred by you in preparation of your ZBT trip, or for any other consequential damages arising from, or as a result of, such cancellation.

All travel arrangements made for or by you for air transportation, shore excursions, ground tours, ground transportation, hotels, restaurants and other similar activities or services are made solely for your convenience and are at your risk. The providers of such services are independent contractors and are not acting as agents or representatives of ZBT or Supplier. In no event shall ZBT or Supplier be liable for any accident, injury or harm to you that occur off the vessel, hotel or resort as a result of any acts, omissions or negligence of any third parties or independent contractors.

The Supplier shall in no event be liable to you for any contracts or understandings between you and ZBT resulting from your claim for the return of any monies collected by ZBT with respect to your ZBT trip and you hereby agree to look solely to ZBT to collect any such sums.

You shall be liable to, and shall reimburse ZBT and Supplier for any damage to the vessel, the transport, hotel, resort or any property of ZBT or Supplier caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on your part; and you shall further indemnify ZBT and Suppliers and all of their agents and assigns against all liability which ZBT and Supplier may incur for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on your part. You shall be liable to ZBT and Supplier for any fines or penalties imposed on ZBT or Supplier by any authorities for your failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise taxes.

Non-Exclusive Gay & Lesbian Cruise

The ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 Cruise brand is geared to a Lesbian, Gay, Bisexual and Transgender ("**LGBT**") clientele that welcomes individuals from all walks of life and does not discriminate in any way. The ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 Event Pass ("**UHCC2 EVENT PASS**"), a collection of privately held events and activities presented by ZenBiz Travel, LLC, JS Marketing Group, LLC & Ego Tripz (each of these entities are legally separate operating jointly in the holding these events) that is not affiliated with the cruise line or any other Supplier and caters to the LGBT clientele, can be purchased only for adults over the age of 21.

The UHCC 2 EVENT PASS is exclusive to purchasers of the pass among the members of the ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 group and others presenters choose to offer the Pass. The UHCC2 EVENT PASS is not included in the purchase price of the ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 cabin. It must be purchased SEPERATELY and is NON-REFUNDABLE. The ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 group shares the cruise ship with thousands of other passengers. Each member of the ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 group agrees to be mindful that some other passengers might not share or understand the LGBT lifestyle; and therefore, the ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 guests will conduct themselves in a respectful manner at all times. Although very rare, any incidents of harassment or related problems, should be reported immediately to your assigned ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 representative and if necessary to cruise ship personnel.

Changes to Itinerary

In the unlikely event that a major change (involving a change in vessel, departure or return date or departure city) becomes necessary, ZBT will attempt to notify you as soon as possible. In the event of a change, ZBT will try to substitute comparable services. Cruise ship itineraries are always subject to change without notice and any alterations except to embarkation points shall not be considered a major change. In the event of strikes, lockouts, stoppages of labor, riots, weather conditions, mechanical difficulties, hostilities, acts of terrorism, civil commotion, or any other reason whatsoever, Supplier has the right to cancel, advance, postpone, or substitute any scheduled itinerary or port of call without prior notice. Neither Supplier nor ZBT shall be responsible for any failure to adhere to publish arrival and departure times for any of its ports of call. ZBT reserves the right to (1) cancel the trip at any time prior to departure and refund all monies in full settlement of its obligations minus the service charge of \$50, and (2) decline to accept or retain any person as a member of the trip.

Cancellation Policy

ZBT imposes a service charge of \$50.00 for cancellations of any reservation after it has been confirmed that is deducted from the initial deposit. A cancellation must be made in writing. ZENBIZ TRAVEL, LLC has made all the required and necessary arrangements and reservations for your cruise package. Therefore, the cancellation policy applies when the cancellation of the event is due to no fault of our own. The cancellation policy for the cruise portion is as follows:

- >Cancellation Fees on Cruise Fares, Air Add-Ons and Land Packages
- >Cancellation fees for cruise, air, and land will follow the schedule below and apply to all guests on the reservation.
- >Cancellations must be telephoned to our Reservations Department. Depending on when the cruise is cancelled, cancellation charges will be assessed as indicated.
- >Reservations that are not paid in full by the final payment due date are subject to cancellation, and in the event a reservation is cancelled, a cancellation fee will apply.
- >No refunds will be given on any cruise for no-shows.
- >No refunds will be made in the event of interruption or cancellation by a guest after the cruise begins.
- >No refunds will be given for any missed days of a Land Package.
- >Cancellation fees for air and land will apply even if the reservation is not cancelled in full.
- >Gateway changes, flight date changes and name substitutions are considered cancellations, and air cancellation fees will apply. Additionally, spelling corrections may be considered cancellations.
- >Name substitutions and departure date changes for cruise, land and other add-ons are considered cancellations and are subject to cancellation fees.

Refunds: All refund requests must be made in writing and accompanied by all travel documents issued. Refund processing time is approximately four 4 to six 6 weeks after sailing. Credit card refunds must be refunded to the card originally used. No refunds are issued for cancellations received after sailing.

Deadline Date	After Oct. 20th, 2012	After Sept.14, 2012	July 27, 2012
Percentage of Cruise Fare affected	Full Penalty/No Refund	50% per Person	\$250.00 per person
Separate cancellation schedule for Garden Villas (A1) NOTE: THERE IS AN ADDITIONAL SERVICE CHARGE OF \$50.00 ON ALL THE PENALATIES LISTED ABOVE.			

Percentages listed are of total cruise price. Any monies due you from the cruise company will be reimbursed to you within 30 days. In the event you made all payments via credit card to the cruise company via Zenbiz Travel and they are to be returned to you, you are responsible to remit to ZENBIZ TRAVEL, LLC the \$50.00 non-refundable deposit within 30 days of the reimbursement.

In the event that a cancellation is unavoidable, it is strongly recommended that you purchase travel insurance to cover any costs incurred as a result.

Insurance

ZBT strongly recommends purchasing travel insurance. Obtaining travel insurance is optional. It provides excellent coverage in case of cancellation, accidents, illness, lost/damaged baggage, etc. ZBT does not sell or have any affiliation with a travel insurance agency; however, we do offer a travel insurance option through our trip insurance provider Norwegian Cruise Lines Protection. Please see the insurance certificate [here](#) for additional information and Pre-Existing Condition policies. For your convenience, we provide you an insurance quote based on the trip cost and your age in your welcome letter.

Photographic Release

ZBT hires photographers and staff to produce publicity pictures and videos during the ZBT trip. This Agreement shall be deemed to be an agreement by you, and on behalf of all other persons traveling under your reservation, hereby granting ZBT, its successor, licensees and assigns, all rights of every kind in perpetuity to the use of your photograph or likeness in all forms of media and in all manners, for marketing or any other lawful purposes, without limitations, at ZBT's sole discretion. You hereby release ZBT, cruise line and other Suppliers and their respective employees, principals, representatives, and agents from any liability, loss, expense, damages, or claims arising from distribution, broadcast, sale or use of your likeness or voice. If you do not desire to be part of future marketing materials, you may rescind this release in writing upon departure of the cruise or at any time prior to arrival at the homeport. After your return, the right to so rescind shall be forever waived.

Additional Information

This Agreement and your relationship with ZBT shall be governed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within New York. You hereby expressly agree that any legal action, arbitration or proceeding arising out of or relating to this Agreement or your ULTIMATE HALLOWEEN CARIBBEAN CRUISE 2 experience shall be instituted by either party in the City of New York, State of New York, United States of America and, by the execution and delivery of this Agreement, you expressly waive any objection which you may have now or hereafter to the venue or to the jurisdiction of any such suit, arbitration, action or proceeding, and irrevocably submit to the jurisdiction of any such court or body in the City of New York, State of New York, United States of America. In the event of any action at law or in equity between you and ZBT arising from or in connection with this Agreement or your ZBT trip, the prevailing party shall recover attorney fees and other costs incurred in addition to any other relief.

Authorization

This Agreement constitutes the entire agreement between you and ZBT pertaining to the subject matter hereof and supersedes any prior or contemporaneous agreements, representations, negotiations or understandings between the parties not herein expressly set forth. ZBT may assign, convey or transfer its rights, obligations or entitlements under this Agreement without your prior written consent or approval. Every effort has been made by ZBT to accurately present this information. ZBT reserves the right to correct errors or make changes at any time.

You certify that you are at least 21 years of age and that you have read the above terms and conditions and agree to the provisions hereof.