

## 2011 Booking Terms and Conditions for Disney Travel Company

Effective for arrivals January 1, 2011 to December 31, 2011

### Prices

- All prices are in U.S. dollars and are subject to change until package is paid in full. After package is paid in full, package price is subject to change due to imposition of taxes or other charges of governmental authorities. **Everyone on the same reservation must be on the same package and purchase the same ticket options.** Additional adult charges may apply for more than two adults per room. If air transportation is included in the package, the airfare is not guaranteed until paid in full and the tickets are issued.

### Booking Procedures

- Reservations must be made a minimum of 5 business days prior to guest arrival. Land-only package reservations may be made up to 2 business days prior to guest arrival at selected Walt Disney World® Resort hotels.
- Features for all packages are subject to change and may be based on features available on date of guest arrival, not those in effect at time the reservation is made.
- For reservations made 6 to 14 days prior to guest arrival, travel documents will be delivered to guest via express service for an additional fee. For reservations made 5 days or less prior to guest arrival, travel documents will be delivered to Front Desk of guest's resort hotel. Name changes are not permitted; reservations and package components are nontransferable.

### Reservation Information

- All guests' full, legal names (including children) are required at the time the reservation is made. Children's ages are also required at the time the reservation is made. Date of birth and gender are required for all guests, including infants, if the reservation includes air transportation.

### Deposit and Payment Procedures

- **Deposit** - A deposit of \$200 per reservation will be due and must be received by Walt Disney Travel Co., Inc. ("Disney") within 7 days of booking the reservation or the reservation will automatically be cancelled. For reservations that include air transportation, the total price of airline tickets may be due at the time of booking. For reservations that include vacation insurance, the total price of vacation insurance may also be due at the time the deposit is due.
- **Final Payment** - For reservations made 46 days or more prior to guest arrival, final payment is due to Walt Disney Travel Co., Inc. at least 45 days prior to guest

arrival. For reservations made 45 days or less prior to guest arrival, full payment is due to Walt Disney Travel Co., Inc. at time the reservation is booked. Payments made by check or money order should be sent to Walt Disney Travel Co., Inc., P.O. Box 409668, Atlanta, GA 30384-9668. For overnight delivery via private courier service only, payments made by check or money order should be sent to: Walt Disney Travel Co., Inc., Bank of America Lockbox Services, Lockbox 409668, 6000 Feldwood Road, College Park, GA 30349. Receipt of travel documents by guest is proof of final payment and, therefore, no other confirmation of receipt of final payment will be sent.

### **Cancellation Prior to Guest Arrival**

- **Cancellation of Reservation** - If the reservation is cancelled amounts paid, minus cancellation fees, vacation insurance premium, and other amounts owed, will be refunded. For cancellations made 44 days or less prior to guest arrival, there is a cancellation fee of \$200 per package, plus any cancellation fees assessed by third party hotels or other suppliers. No refunds are given for cancellation of a Grand Gathering experience made 6 days or less prior to the experience date.
- Guest will be responsible for any cancellation fees assessed by an airline. In the case of a non-refundable airline ticket, the cancellation fee is equal to the entire ticket price. Cancellation of a refundable airline ticket must be made at least 24 hours prior to the scheduled airline departure time.
- Vacation insurance is nonrefundable. Upon any cancellation, the charge for vacation insurance will be added to the other applicable cancellation fees. For terms of policy, please ask your travel agent or visit [www.disneyworld.com/insurance2011](http://www.disneyworld.com/insurance2011).

### **Change Fees and Changes to Reservations Made Prior to Guest Arrival**

- **Changes to Reservation** - For a change made 44 days or less prior to guest arrival that results in a change in the package price, a change fee of \$50 per package, plus any change fees assessed by hotels or other suppliers, will be charged. Such change fees must be paid in addition to any increase in the package price resulting from the change. If air travel has been ticketed, guest will be responsible for any increase in airfare as well as the change fee assessed by the airline.
- Changes to reservations which affect outbound flights or first night's accommodations must be made at least 7 business days prior to guest arrival. Land portions of the reservation cannot be canceled without also canceling the air portion of the reservation booked through Disney. Airlines/hotels/suppliers do not permit changes in certain situations. All existing travel documents must be returned to Disney via overnight delivery service and revised travel documents will be delivered to guest via express service, both at guest's expense.
- Disney reserves the right to restrict changes to any reservation.

### **Refunds**

- No refunds will be given to no-shows. No refunds will be made for unused admission tickets, options or features, including meals. No refunds for airline tickets will be made after travel has commenced or if a flight is missed/delayed. Any refunds allowed by Disney in its sole discretion after arrival must be requested in writing within 60 days after departure and will be assessed a \$25 processing fee. All travel documents (including paper airline tickets) must be returned to Disney in order to process any refund. Disney reserves the right to make refunds in accordance with the method that payment was received. All appropriate refunds will be made through the guest's travel agent if the reservation is made through a travel agent. Disney is not responsible for the receipt of refund monies by guests from their travel agents.

### **Travel Documents**

- Travel documents (which include airline tickets or travel itinerary confirming an e-ticket) will be mailed approximately 40 days prior to guest arrival (after receipt of final payment); provided, however, that airline tickets which must be ticketed by 10:00 p.m. EST on the same day the reservation is booked or other non-refundable tickets will be mailed immediately after payment of such airline tickets. Additional fees will be charged for the replacement of any lost or misplaced travel documents. Guests will pick up Disney theme park and attraction tickets at the guest's resort hotel upon arrival. Package component vouchers must be presented at time of use.

### **Attractions, Tickets and Features**

- Parks, restaurants, attractions, recreation, entertainment, and other products, services or items are subject to change without notice, cancellation, and may close temporarily due to refurbishing, capacity, inclement weather or special events and may otherwise change or be discontinued without notice and without liability to the owners of the Walt Disney World Resort. Ticket media is not valid for special or premium events or other activities which are separately priced. Age restrictions apply for access to certain facilities.

### **Vacation Insurance**

- Vacation insurance is nonrefundable. Upon any cancellation, the charge for vacation insurance will be added to the applicable cancellation fees. For terms of policy, please ask your travel agent or visit [www.disneyworld.com/insurance2011](http://www.disneyworld.com/insurance2011).

### **General Conditions and Responsibility**

- Disney, its directors, officers, employees, subcontractors, agents and representatives, shall at no time be liable or responsible in any way whatsoever for any loss, injury, or damage caused or arising in connection with any

transportation, hotel or other services or products of third parties provided through Disney, or as a result of acts of God, acts of Government or other authorities, wars, civil disturbances, hijacks, thefts, or any circumstance beyond its control. Disney reserves the right to accept, retain, decline or cancel any reservation or any guest as a participant in its packages at any time and for any reason. In addition, Disney reserves the right to cancel or modify a reservation, including the price, at any time prior to guest check-in if the reservation includes or was made as the result of a mistake or error of any kind, including but not limited to, a mistake or error in price or description of the package or package components, or where it appears that a guest has engaged in fraudulent or misleading activity in making the reservation. If a package is cancelled by Disney, Disney shall have no responsibility beyond the refund of monies paid to Disney for the package. The terms and conditions of any transportation services provided by airlines or car rental agencies shall be as represented by those third parties. Terms and conditions are subject to change by Disney without notice. If these Terms and Conditions contain any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an unreasonable result, such provision shall be stricken from these Terms and Conditions without affecting the binding force and effect of any of its other provisions.

### **Disney's Magical Express Transportation**

- Consistent with airline baggage policies, Disney's Entities (as defined in this paragraph below) liability for loss of or damage to guest baggage or property arising out of Disney's Magical Express transportation is limited to a maximum of \$2800 per guest regardless of the number of bags or amount of property (however, this policy shall not affect the applicability of Fla. Stat. Section 509.111 relating to loss of or damage to guest property at hotels). Disney's Entities shall have no liability for the loss of or damage to cash, financial instruments, precious metals, silverware, jewelry, works of art, medicine, computer/photographic/video/audio equipment, cell phones or other valuables. "Disney Entities" means Walt Disney World Resort, a division of Walt Disney Parks and Resorts U.S., Inc., its parent, affiliated and related companies, and the directors, officers, employees, subcontractors, agents and representatives of each. No pets will be transported by Disney's Magical Express transportation except for service animals.

### **Governing Law**

- **All sales of packages take place in and are consummated in the State of Florida. Any claim, action or lawsuit (collectively, "Action") arising out of these Terms and Conditions, reservations and bookings, and/or all packages, products and services provided in connection with the reservations and bookings, including without limitation, components such as tickets, park admissions, packages, and room accommodations (all collectively, "Terms,**

**Reservations and Products") must be filed and maintained exclusively in any court in Orange County, Florida having subject matter jurisdiction. These Terms, Reservations and Products shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law.**

### **Air Travel**

- Flight schedules are not guaranteed. Disney shall not be responsible for any airline schedule changes, delays, cancellations, or any airlines' failure to perform for any reason including, but not limited to, strike or bankruptcy or cessation. Duplicate reservations are subject to cancellation by the airline without notice. Guests are responsible for reconfirming all flights directly with the airlines and are responsible for any additional fees (for example, baggage fees, advance seat selection or curbside check-in charges) payable directly to the airlines. Please contact airline directly prior to leaving home to obtain additional fee information. Seat assignments are not guaranteed. If seat selection is unavailable through Disney, seats will be assigned at airport check-in. Guests age 17 and younger must fly with an adult on the same itinerary and reservation. At this time, a government-issued photo identification is required for all air passengers 18 years and older.

### **Resort Check-In/Check-Out**

- Check-in time is usually between 3 and 4 p.m. (some hotels have check-in after 4 p.m.), and check-out time is usually between 11 a.m. and 12 noon. During peak periods, check-in may be delayed one to two hours.

### **Room Location and Information**

- Adjacent rooms, connecting rooms or specific room location and types of rooms or bedding are on a "request basis only" and are subject to availability at the time of check-in. These requests for specific room type or location may result in additional charges to be paid directly to the hotel. Disney owned and operated resort hotels and Disney Vacation Club resorts are smoke free environments. Smoking is allowed in designated outdoor smoking locations only. A room recovery fee will be charged for smoking in guest rooms, on balconies or on patios.

### **Facilities for Guests with Disabilities**

- The reservations sales agent or travel agent should be advised of any requests for lodging considerations or services for guests with disabilities at the time of the reservation. Requests may only be confirmed at certain Walt Disney World Resort hotels; however, requests affecting any other hotel property will be communicated to that hotel.

## **Car Rental**

- If the reservation includes a car rental, a voucher must be presented at the rental counter at the time of rental. Renter must be at least 21 years of age, a per day underage fee will apply for renters 21-24 years and will be assessed at the rental counter. Renter must present a valid driver's license and a major credit card in his or her name; other standard rental qualifications may apply. Cash customers are required to leave a deposit and must meet current standard cash qualification requirements. Car must be rented for a minimum of 2 consecutive 24-hour periods. Car rental includes unlimited mileage. Drop-off charges may apply if the vehicle is returned outside the State of Florida and drop-off charges may also apply if the vehicle is returned in Key West. Drop-off charge is payable at the time of rental. Child restraint seats must be used for children up to age 5. Child restraint seats must be requested at the time the reservation is made and will result in an additional charge. Seat belts should be used by all passengers. Additional days, Additional Driver Fee, Child Restraint Seats, Collision Damage Waiver, Extended Protection and Carefree Personal Protection, optional refueling service and any other charges are extra. Other terms and conditions may apply.

## **Seller of Travel**

### **For Persons Located in California**

- California law requires certain sellers of travel to have a trust account or bond. Walt Disney Travel Co., Inc. has a bond issued by the Federal Insurance Company in the amount of \$700,000. Registration as a seller of travel does not constitute approval by the State of California. Walt Disney Travel Co., Inc. is a participant in the Travel Consumer Restitution Corporation ("TCRC"). If you were located in California at the time of sale, you, the passenger, may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove you claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with TCRC, if you were located in California at the time of the sale. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to (415) 927-7698.

### **For Persons Not Located in California**

- If you were not located in California at the time of sale, this transaction is not covered by the California Travel Consumer Restitution Corporation.

WALT DISNEY TRAVEL CO., INC. AND LOGO

Walt Disney Travel Company

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Lake Buena Vista, FL 32836

(407) 828-8101

Please do not send payments to this address.

CST# 1022229-50