



TNT VACATIONS
2011-2012

TOUR PARTICIPANT AGREEMENT CHARTER

This agreement contains the terms and conditions by which TNT Vacations, in exchange for payment received from you or on your behalf, agrees to provide the travel services and accommodations sold to you by TNT Vacations. Throughout this agreement, you are referred to as "Participant."

These terms and conditions apply in their entirety to all trips shown in TNT Vacations' brochure and website, except that the contract provisions identified as applicable to "public charter" or "charter" flights apply only to public charter flights as more fully described below. For your reservation request to be processed fully, the Reservation Form on the reverse side must be signed and returned with your initial payment. Travel documents may be delayed or boarding may be denied pending receipt of signed Reservation Form.

READ THIS AGREEMENT CAREFULLY BEFORE SENDING ANY MONEY!

RESPONSIBILITY AND LIABILITY: Trans National Travel, Inc. d/b/a TNT Vacations ("TNT Vacations"), The Trans National Building, 2 Charlesgate West, Boston, MA 02215-3552, telephone (617) 262-9200, is responsible to Participant as set forth below. TNT Vacations, as the principal on public charter flights, is responsible for arranging and providing all services and accommodations offered in connection with such trips. In no case, however, does TNT Vacations own, operate or control any aircraft or airline or other firm or vendor that will or may provide goods or services for the trip (hotels, air or land transportation, meals, etc.) or for any option which may be available (optional side trips, car rentals, etc.). TNT Vacations cannot and does not guarantee against the failure of any aircraft, bus or other conveyance or the negligence of any such airline, firm or vendor. Hotel rooms are reserved on a first come, first served basis. TNT Vacations has no control over how specific rooms are assigned. While hotels are asked to take into account special room requests, TNT Vacations cannot guarantee any requests for type of bedding, views, etc., since it is not within TNT Vacations' control to do so. Except as otherwise provided in this agreement, Participant agrees to seek redress or remedy directly with the respective supplier of goods or services and to not hold TNT Vacations liable, in the absence of negligence on TNT Vacations' part, for any loss, injury, death, delay, inconvenience or expense which results, directly or indirectly, from any act or omission, whether negligent or otherwise, of (i) any entity which is to or does provide goods or services in connection with the trip or any available option (e.g., concerning the quality of service or cleanliness or safety of a hotel, beach, sightseeing attraction, ship, aircraft, bus or other conveyance; sanitation or quality of food; problems regarding insects or animals; damaged, lost or delayed luggage; hotel overbooking; flight delays; labor unrest; acts of criminals or terrorists, etc.) or (ii) any other third party. Participant also agrees not to hold TNT Vacations liable for circumstances beyond its control (mechanical failures, strikes, etc.), or for acts of God (weather, natural disasters, etc.). Each Participant acknowledges that neither TNT Vacations nor its agents have made any representation or promise with respect to the arrangements described herein except as expressly set forth in TNT Vacations' literature, unless such agreement is in writing and signed by an officer of TNT Vacations. TNT Vacations and its suppliers reserve the right to decline to accept or retain any passenger on any vacation package component (flight, hotel or optional tour), if, in their sole discretion, they deem accepting or retaining any such passenger as being detrimental to that component. In the event that any passenger is removed from a trip, or portion of trip, TNT is not obligated to refund any portion of the payment allocable to unused services.

TOUR PRICE: Only items specifically stated in TNT Vacations' current literature, the contents of which are made a part hereof, are included, provided that certain secondary features of tour packages (such as cocktail party, free sports, televisions, kitchenettes, availability of multiple restaurants at hotel, etc.) are based on supplier policy and may be changed, added or deleted at any time. Subject to the Major Change provisions of this contract in the case of public charter flights and tours, TNT Vacations has the right to substitute services or accommodations in similar categories for items listed in the literature. Please Note: TNT Vacations reserves the right to re-invoice Participant in case of an error made in computing invoiced price. Except with respect to Major Changes as defined in this contract, Participant may be required to pay price increases resulting from increased costs (such as increased fuel costs) for the tour after booking but prior to departure without any right of cancellation or refund. Tour prices quoted in TNT Vacations' brochures and website are based on costs as of August, 2010. TNT Vacations may increase trip price (i) up to 10 percent for public charter flights and tours (up to 10 days prior to departure) and (ii) to the extent of actual cost increase for scheduled air flights and tours, without Participant having a right of cancellation. TNT Vacations is not responsible for misprinted or misquoted pricing or product information, except that in such event Participant will be offered the tour and/or option at the correct price or he or she may cancel with a full refund. Photos in TNT Vacations' brochure and website are representative only, and TNT Vacations does not guarantee sights will appear as depicted. Pricing is capacity controlled and subject to change without notice. Once a seat or tour has been booked by or for Participant, a subsequently available lower price, if any, will not be honored.

RESERVATIONS AND PAYMENT: A deposit of \$150 per Participant and a signed Reservation Form are required to secure reservations. Signatures received by fax are valid. Pricing is based on double occupancy. If your roommate cancels and you do not have a replacement, you may be required to pay for single occupancy. Participant may be required to pay a hotel-imposed energy surcharge upon departure from the hotel. Complete payment is due 60 days prior to departure on public charter packages. Any Participant who books less than 60 days prior to departure must include full payment. FOR HOLIDAY DEPARTURES 12/24/11-12/31/11; 2/17/12-2/21/12 and 4/13/12-4/17/12, FULL PAYMENT IS DUE SIXTY (60) DAYS PRIOR TO DEPARTURE AND IS NON-REFUNDABLE. Deposits for holiday departures are non-refundable. If the flight or tour is fully booked when your reservation is received, your payment will be returned within seven days. Even if you authorize us to put your name on a waiting list, TNT Vacations will notify you within 7 days that your selected flight is fully booked. **Checks, drafts and money orders in payment for Public Charter flights and tours must be made payable to TNT Vacations' depository bank, Citizens Bank, or to your travel agency, which in turn must make its check payable to the depository bank. See payment address below:**

TNT Vacations, C/O Citizens Bank
Lockbox Department, 20 Cabot Road, Medford, MA 02155

For Public Charter tours purchased within 14 days of departure, a \$20 late booking fee will apply. Payment and Cancellation policies for groups consisting of 20 or more Participants may differ and are available upon request.

CANCELLATION, CHANGE AND REFUND POLICY: If a Participant changes plans, the right to a refund is limited. Notice from Participant of cancellation or change must be in writing and sent (return receipt requested) to TNT Vacations at the above address. TNT Vacations will remit any applicable refund to the Participant(s) within 14 days after receipt of the cancellation notice, except for holiday departures identified above which are non-refundable. If travel documents have been mailed prior to TNT Vacations being advised of a cancellation, refunds will not be processed until the travel documents have been returned to TNT Vacations. The cancellation fee (per person) is as follows, based on the number of days prior to departure that TNT Vacations receives notification:

Days before departure	your penalty is**
45 or more days	\$50 per person
44-31	\$150 per person
30-0	Full price of tour

NOTE: Cancellation fees for departure dates that fall during the weeks of 12/24/11-12/31/11; 2/17/12-2/21/12 and 4/13/12-4/17/12 will be \$150 higher than shown above, provided that fee will not exceed total amount paid by Participant. In addition, there will be no refund for cancellations made within 60 days of departure for these dates. Cancellation inside of 60 days will result in loss of the full price of tour.

Travel Protection is available and strongly recommended. Details on the Protection Plan are available in TNT Vacations literature, on TNT Vacations website www.tntvacations.com or from TNT Vacations upon request.

** Except for holiday and other special departures noted in Reservations and Payment Section. Additionally, in all cases, total fee will be increased by any cancellation fee imposed by supplier(s) (including airlines, hotels & other suppliers of goods or services included in the tour).

A \$50 per person administrative fee will be applied to all cancellations made using any TNT Vacations' Travel Protection Program.

Change fees, TNT Vacations' Travel Protection Program fees, overnight fees, and cancellation fees are non-refundable.

If a substitute participant for a Public Charter flight or tour is provided by a canceling Participant or by TNT Vacations, a full refund less a \$50 administrative fee per person will be made to Participant provided that the suppliers accept the name change. TNT Vacations will not be considered to have found a substitute participant unless the flight or tour has been initially sold out. Any request for refund after a trip should be made within 30 days after completion of the trip. All appropriate receipts and documentation must accompany such refund request. No refund will be made for features the Participant opts not to use.

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Public Charter Change Fee: Certain changes to a reservation (name, hotel, departure or return date, etc.) made 60 or more days prior to departure will result in a \$50 change fee per person. Changes made to a reservation within 60 days of departure will result in the following fees: (i) name changes, room category, and hotel changes will result in a \$50 change fee per person plus any applicable supplier fees; (ii) a change of destination, package, hotel promotion, departure date or return date will be considered a cancellation and is subject to the cancellation fees and conditions shown.

Participant's rights and remedies made available herein are in addition to any others available under applicable law. However, TNT Vacations offers refunds hereunder with the express understanding that acceptance of a refund by Participant constitutes a waiver of any additional rights and remedies.

Cancellation by TNT Vacations: TNT Vacations may cancel a trip at any time for any reason (though less than 10 days before departure only for circumstances which make performance of the trip physically impossible) including, but not limited to, insufficient participation, acts of war, rebellion, force majeure, acts of God, strikes, lockouts, other labor troubles, acts of terrorism, loss, destruction or unavailability of aircraft, embargoes or other governmental directives and similar occurrences, in which case TNT Vacations' liability shall be limited to providing a full refund within 14 days after the cancellation. In the event of cancellation by TNT Vacations 10 or more days before the scheduled departure date, Participant will be notified in writing within 7 days after the cancellation, but in any event at least 10 days before the scheduled departure. If the trip is canceled less than 10 days before departure, then TNT Vacations will notify Participant as soon as possible.

AIRLINES, FLIGHT CHANGES AND DELAYS: Airline(s) scheduled to be used are stated in TNT Vacations' current literature. Each Participant is subject to the ticket terms, contract of carriage and rules of the carrying airline which, when issued, shall be the sole contract between the airline and the Participant. Inquire of the airline for details. Each Participant is subject to governmental rules and regulations applicable to air transportation; violation of such rules or regulations or creation of any hazard may result in denial of boarding or removal from aircraft, in each case without refund or liability of any kind, and may also result in the imposition of governmental penalties against Participant. Flight delays and rescheduling are unfortunate, but are an inherent risk of all air travel and are completely outside the control and responsibility of TNT Vacations.

FLIGHT CHANGES: TNT Vacations and the airline reserve the right to substitute any duly-licensed air carrier and/or to change the aircraft type, capacity and routing, and do not guarantee single plane or nonstop service. No refunds will be given for such substitutions or changes. Additionally, subject to the provisions of this contract governing "Major Changes," TNT Vacations reserves the right to change the form of service from Public Charter flight to scheduled service and to remove funds from the applicable Public Charter depository account to the extent necessary to pay for such transportation on behalf of Participant, and to seek government approval, by waiver of particular regulations or otherwise, to the extent necessary to exercise its rights hereunder. In all cases, the consumer protection provisions and cancellation policy applicable to the actual form of service being provided will apply. **INTERNATIONAL FLIGHTS ONLY:** The operation of these flights is subject to the governments involved granting operating rights for the flights. If the air carrier cannot obtain these rights or if they are rescinded, the flights will be canceled and a full refund will be made to Participant within 14 days. Other operational restrictions on flights may be imposed by governmental authorities and may result in delays or other changes.

MAJOR CHANGES: (Public Charter flights and tours only): A "Major Change" is limited to: (i) a change in the departure or return date, except that a flight delay is not considered a major change unless the delay lasts more than 48 hours; (ii) a change in the origin or destination city, unless the change affects only the order in which destination cities are visited; (iii) substitution of any hotel that is not named (as an option or otherwise) in TNT Vacations' literature; or (iv) a price increase that occurs 10 or more days before departure and which results in an aggregate price increase of more than 10 percent of the total price the Participant is paying for the trip. Should TNT Vacations know of a major change 10 or more days before scheduled departure, it will notify Participant within 7 days after first knowing of it, but in any event at least 10 days before scheduled departure. Should TNT Vacations learn of a Major Change less than 10 days before scheduled departure, it will notify Participant as soon as possible. **Participant may cancel in writing (return receipt requested) to TNT Vacations within 7 days after receiving notice of a Major Change and receive a full refund within 14 days after canceling. If a Major Change occurs after trip departure, Participant may decline to accept the change and be sent a refund of the portion of his/her payment allocable to the component, accommodation or air transportation not provided within 14 days after the scheduled return date.**

BAGGAGE: Each participant is allowed 2 pieces of checked luggage weighing up to 50 lbs each and one carry-on item. For passengers traveling with infants, an additional piece of luggage consisting of a stroller or infant seat will be permitted, whose weight does not exceed 44 lbs. Baggage fees may be imposed at any time. Excess baggage will be transported for an additional charge subject to space availability and at the discretion of the airline. All payload (passengers and baggage) will be subject to structural and performance limits of the aircraft. These allowances are subject to change at the discretion of the airline. Carrier sets checked baggage size, fees and weight limitations. The carrier's liability for loss, damage or delay of baggage on international flights (including domestic segments of international journeys) depends on destination and shall be either (1) limited to approximately \$9.07 (U.S. currency) per pound, up to the maximum weight allowable per Participant in the case of checked baggage, and \$400 per Participant in the case of unchecked baggage or other property or (2) up to 1000 Special Drawing Rights per ticketed passenger; inquire of carrier for details. On U.S. domestic flights, the carrier's liability shall not exceed \$2,800 per Participant. All claims are subject to proof of amount of loss, and are solely the responsibility of the Participant (in making the claim) and the carrying airline (in responding to it). All baggage claims must be filed directly with the carrying airline or its representative immediately upon discovery of the claim. TNT Vacations offers, for purchase, protection plans that cover baggage, loss, damage or delay. TNT Vacations is not responsible for damage or loss of valuables, such as currency, jewels, precious stones, objects of art, instruments, electronic devices, photographic or video equipment or perishable articles. Medication and valuables should be placed in carry-on luggage.

DOCUMENTATION: Please note, according to the U.S. State Department, all United States citizens are now required to present a valid United States passport when traveling by land or sea to the Caribbean, The Bahamas, Bermuda, Costa Rica or Mexico. This is a change from previous documentation requirements. Please visit www.travel.state.gov for the most up-to-date information. Passports are not required for travel to the U.S. Virgin Islands. Participant is solely responsible for determining and obtaining proper travel documentation such as visas, passports and notarized authorizations of a non-traveling spouse/parent for another to travel with a minor. Failure to carry proper proof of citizenship and other required international travel documentation may lead to denied entry to aircraft or foreign country. International travel documentation requirements change from time to time, differ by country, and vary according to the passenger's citizenship, age and status. All passengers are therefore cautioned to ensure directly with the respective authorities, before departure from the U.S., that each person traveling (including infants and children) is in possession of the current documentation required for that person to enter the country of destination and re-enter the United States. For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry.

CHECK-IN PROCEDURE: Failure to check-in at least two hours prior to departure may result in denied boarding; no refund will be made. Please call the confirmation phone number enclosed with your flight documents to confirm your flight times. Travel Protection is available and strongly recommended. Details on the Protection Plan are available in TNT Vacations' literature, on TNT Vacations' website www.tntvacations.com or from TNT Vacations upon request.

FINANCIAL SECURITY: Payments of Public Charter participants are protected in part by a security agreement between TNT Vacations and Bank of New York Trust Co., One Financial Plaza, Suite 1435, Providence, RI 02903. Any Participant's claim must be filed with TNT Vacations within 60 days from date of return. If TNT Vacations is unavailable, the claim must be filed with the above securer. After 60 days from the actual or scheduled date of return (whichever is later) the securer will be released automatically from any liability except for those claims already properly filed. On Public Charter sales made by credit card, payment is fully refundable until the Reservation Form has been signed (or travel has commenced). **COMPLAINTS:** Should you have a complaint, notify our representative who will make every effort to help you. If the matter cannot be settled on the spot you should write to our Customer Service Department within 30 days of the completion of your trip.

FORUM FOR DISPUTES: Participant agrees that any dispute concerning, relating or referring to this agreement any TNT Vacations flight, trip or tour, or any TNT Vacations brochure, website or other literature shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association, in Boston, Massachusetts. Such proceedings will be governed by substantive Massachusetts law.

PRICING: Pricing is capacity controlled and subject to change without notice. Once booked a lower price will not be honored. Pricing is valid at time of booking only, and misquotes will not be honored.

