

BD DREAM VACATIONS TERMS AND CONDITIONS

VISA:

It will be the responsibility of the attendees to check with the country where the attendee will be traveling to confirm visa requirements. Visa costs are an extra cost to the attendees that is not part of the package price. All attendees shall be responsible personally, to obtain all visas and entry approvals required for the destination country and any country of transit (if applicable).

TRAVEL INSURANCE:

ByDzyne recommends all attendees to purchase travel insurance ensuring that the coverage is adequate to cover even severe conditions including cancellation charges & covid policy, medical evacuation, medical attention, prolonged stay in country, as well as quarantine period costs if someone receives a positive report.

Travel Insurance should adequately cover the full duration of the trip dates in respect of illness, injury, death, loss of baggage and personal items, cancellation and curtailment. The choice of insurer is the sole discretion of attendees. ByDzyne PES member attendees located in the USA, and certain Latin American countries, can inquire about Travel insurance on the PES dashboard. Any other resident of another country can buy travel insurance through a licensed Travel insurance company located in the attendees home country.

OPERATOR DISCLOSURE OF LIABILITY:

ByDzyne, or the tour Operator IS NOT LIABLE for third party suppliers such as the airlines, ground transfers, excursions and the resort. ByDzyne and The Tour Operator make arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third-Party Suppliers”) to provide the attendee with some or all of the components of their booking.

Third-Party Suppliers may also engage the services of local operators and sub-contractors. Although the Tour Operator takes all reasonable care in selecting Third-Party Suppliers, the Tour Operator is unable to control Third-Party Suppliers, does not supervise Third-Party Suppliers and therefore cannot be responsible for their acts or omissions.

Any services provided by Third-Party Suppliers are subject to the terms and conditions imposed by these Third-Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third-Party Supplier.

ByDzyne acknowledges that Third-Party Suppliers operate in compliance with the applicable laws of the countries in which they operate, and the Tour Operator does not warrant that any Third-Party Supplier follows the laws of your country of residence or any other jurisdiction outside where the Tour Operator operates as each country has its own regulations.

ByDzyne and the Tour Operator are not liable, and will not assume responsibility, for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party. The Tour Operator will work with the attendee to resolve any third-party claims that may arise.

ByDzyne and The Tour Operator are not liable for the acts or omissions, whether negligent or otherwise, of Third-Party Suppliers or any independent contractors' actions.

LIMITATION OF LIABILITY:

ByDzyne, the Tour Operator and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against the ByDzyne and the Tour Operator for any such loss, damage, injury, or death, or any illness that may have been caught on the trip. In the event of any loss, death, injury or illness is caused by the negligent acts or omissions of the Tour Operator, or of the Third-Party Suppliers, of any services which form part of the booking contract, then the Tour Operator limits its liability, where applicable by all applicable international conventions. This also includes Third-Party supplier schedule changes due to governmental regulation mandates causing closure of activities or excursions due to medical or force majeure related impact.

INCIDENTAL CHARGES LIABILITY:

Any additional incidental or damage charges created by attendees, that results in any added charges billed to ByDzyne will be paid by the Attendees to the resort or supplier directly, or direct to ByDzyne.

Attendee will be required to provide a valid credit card at check-in at the hotel for incidentals and assure each attendee will be responsible for any added charges to incidentals, damage, or any other charge not included in the package price.

ATTENDEES RESPONSIBILITIES:

Attendees will be traveling with other ByDzyne Ambassadors and customers during the dates included in the package.

The attendee **will not solicit nor promote** any other attendee or, solicit the employees of any third-party vendor or supplier, any business opportunities or product or service sales.

The attendee will refrain from disclosing the pricing of the trip package to any party not part, or associated, with the actual ByDzyne trip. Attendees understand and agree that the ByDzyne pricing for the package/trip is **deemed confidential**.

Attendees will bring proper attire for related events and check the weather forecast during the dates of the trip to confirm clothing that may be required.

Attendees will have access to alcohol and mingling with other Attendees so Attendees will **remain professional during the entire trip dates** to include refrain from any unwanted interaction reported by another attendee. In the event of any untoward incident or complaint, attendees shall be obligated to follow the instructions provided by the corporate representative.

FORCE MAJEURE:

ByDzyne and the Tour Operator **shall not be held liable** for any death, personal injury, illness, property damage, delay, financial loss (whether direct or indirect), or failure to perform any obligation if such event is caused by circumstances beyond their reasonable control.

These circumstances may include, but are not limited to, acts of God, natural disasters, war, military actions, mechanical breakdowns, terrorist acts or threats, civil unrest, labor disputes, government actions or restrictions, political instability, fire, extreme weather conditions, or significant public health events such as the outbreak of disease, pandemics, or related health emergencies, including any variations, mutations, or long-term effects.

Any of these events, whether foreseeable or unforeseeable, that make it **unsafe, illegal, or impossible to commence or continue travel services**, will be considered a "Force Majeure" event. In such cases, **ByDzyne and the Tour Operator are released from liability** and are not obligated to provide refunds, compensation, or cover any resulting expenses.

WEATHER-RELATED CANCELLATIONS:

If a tour or activity is canceled due to adverse weather conditions or other unforeseen climatic factors, we will make every reasonable effort to reschedule it for another available date during the trip. However, if rescheduling is not possible, no refund or compensation will be provided for the canceled service.

TRAVEL REQUIREMENTS AND ENTRY GUIDELINES:

All travelers are responsible for understanding and complying with the travel and entry requirements of the airline and destination country, including any stopovers. This may include health screenings, required documentation, or testing. Any related costs are the responsibility of the traveler. Guests are also responsible for scheduling any required tests or procedures within the timelines provided by the airline, resort, or local authorities.

ROOMMATE DISCLAIMER

I agree to share a room with another ByDzyne Brand Ambassador that is assigned by ByDzyne and is of the same sex as I am.

I agree to indemnify and hold ByDzyne, the tour operator, resort and its subsidiaries, respective employees, affiliates, officers, directors, successors, and representatives harmless from any liability for:

(A) Any damage to, or loss of personal property, currency, and/or credit cards, that may arise as a result of the actions associated with the assigned roommate.

- (B) Any disruption of sleep due to noise, or other activity by the assigned roommate.
- (C) Any damage to the hotel room or hotel property caused due to the assigned roommate.
- (D) Any situation in which I become ill or affected due to my roommate having a contagious condition.
- (E) Any injury, or death, that was caused by the assigned roommate.
- (F) Any other liability that arises due to the activities of the assigned roommate.

I agree to be polite, considerate, and respectful to my assigned roommate.

I agree to be punctual to all excursions and activities and I am aware that in case of tardiness I will be left behind and I will have to join the group by my own means.

I agree to be responsible for my own incidental room charges and pay for all personal charges generated upon checkout. Upon check-in I will provide the resort front desk my own credit card to pay for my personal charges or purchases assigned to my room, during my stay at the resort.

I agree to refrain from conducting any activity that would cause my roommate the inability to sleep. I agree to leave the room if my roommate cannot sleep, due to my activity, and only return when I am ready to sleep.

I agree to not use any of my roommate's toiletries or personal care products. I agree to bring my own personal care products or purchase the same at the resort.

I will not ask my roommate for any loan or currency advancement for any reason.

In the event of any disagreement or problems associated with my roommate I will notify a representative of ByDzyne that will be attending the trip to help resolve the issue.

I agree that If I violate any of the terms of this agreement and am found to be responsible by any ByDzyne, third-party vendor or tour operator representative, I will pay for my own separate room for the remainder of the trip dates.

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Jurisdiction of this Agreement: Los Angeles California.