

BD DREAM VACATIONS TERMS AND CONDITIONS

Covid Rules for Flights and Entering any Country:

Covid rules are established by each country and it is the responsibility of attendees to check with the airlines and each country's government health guidelines, including where the attendee will connect and for the final country destination. A RT PCR (Covid) test may be required by the airline, the RT PCR sample must be taken a maximum of 72 hours prior to departure. Many airports now offer same day testing at a price set by the airport. Covid testing cost shall be incurred by attendees personally. Attendees are responsible to schedule the departure Covid test at the resort themselves, based on the date and time frame the Resort provides.

Covid information Link: <https://apply.joinsherpa.com/travel-restrictions>

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 Covid 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.

Covid 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 Covid Travel insurance on the PES dashboard. Any other resident of another country can buy Covid travel insurance through a licensed Travel insurance company located in attendees home country.

Operator Disclosure of Liability:

ByDzyne, Travology Host Travel Agency INC (THA), or the tour Operator IS NOT LIABLE for third party suppliers such as the airlines, ground transfers, excursions and the resort. THA 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.

THA 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, THA 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, THA 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, THA, 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, THA and the Tour Operator for any such loss, damage, injury, or death, or any Covid related 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 Covid related impact.

Incidental Charges Liability:

Any additional incidental or damage charges created by attendees, that results in any added charges billed to THA will, be paid by the Attendees to the resort or supplier direct, 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 to 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 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, THA and The Tour Operator will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for ByDzyne, THA or The Tour Operator failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by an Act of God, war or war-like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather, significant risks to human health such as the outbreak of serious disease including any mutation or variation of, and the ongoing effects of, Covid-19 or SARS-CoV-2, or any other cause whatsoever beyond the reasonable control of ByDzyne, THA, the Tour Operator or the Third Party Supplier of services, whether or not foreseeable, which would make it dangerous or not viable for a Tour to commence or continue, any and all of which, individually and collectively, constitute "Force Majeure".

Jurisdiction of this Agreement:

Los Angeles California.

ROOMMATE DISCLAIMER

I request ByDzyne to solicit another ByDzyne Brand Ambassador attending the same, to be my rooming partner for the Dubai Trip, September 23-27, 2021. 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, Travology Host Travel Agency, 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 such event wherein I get infected with COVID-19 due to my roommate being infected with the same
- (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, or Travology, 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 or Travology representative, I will pay for my own separate room for the remainder of the trip dates.

Jurisdiction of this Agreement: Los Angeles California.

RENUNCIA DE RESPONSABILIDAD DEL COMPAÑERO DE CUARTO

Solicito a ByDzyne que le pida a otro Embajador de marca de ByDzyne que asista al viaje de Dubái para que sea mi compañero de alojamiento del 23 al 27 de Septiembre de 2021.

Acepto compartir una habitación con otro Embajador de marca de ByDzyne asignado por ByDzyne y que sea del mismo género que yo.

Acepto indemnizar y eximir a ByDzyne, la agencia de viajes anfitriona Travology, al operador turístico, el resort y sus subsidiarias, sus respectivos empleados, afiliados, funcionarios, directores, sucesores y representantes de cualquier responsabilidad por:

(A) Cualquier daño o pérdida de propiedad personal, moneda y / o tarjetas de crédito, que pueda surgir como resultado de las acciones asociadas con el compañero de habitación asignado,

(B) Cualquier interrupción del sueño debido al ruido u otra actividad por parte del compañero de habitación asignado.

(C) Cualquier daño a la habitación del hotel o la propiedad del hotel causado por el compañero de habitación asignado,

(D) Cualquier evento de este tipo en el que me infecte con COVID-19 debido a que mi compañero de habitación está infectado con el mismo,

(E) Cualquier lesión o muerte causada por el compañero de habitación asignado,

(F) Cualquier otra responsabilidad que surja debido a las actividades del compañero de habitación asignado.

Estoy de acuerdo en ser cortés, considerado y respetuoso con mi compañero de cuarto asignado. Acepto ser responsable de mis propios cargos incidentales de habitación y pagar todos los cargos personales generados al momento del check-out. Al momento del check-in, proporcionaré a la recepción del resort mi propia tarjeta de crédito para pagar mis cargos personales o compras asignadas a mi habitación, durante mi estadía en el resort.

Acepto ser puntual a todas las excursiones y actividades y soy consciente de que en caso de tardanza me quedaré atrás y tendré que unirme al grupo por mis propios medios.

Estoy de acuerdo en abstenerme de realizar cualquier actividad que pudiera causar que mi compañero de cuarto no pueda dormir. Acepto salir de la habitación si mi compañero de habitación no puede dormir debido a mi actividad y regresar solo cuando esté lista para dormir.

Acepto no usar ninguno de los artículos de tocador o productos de cuidado personal de mi compañero de cuarto. Acepto traer mis propios productos de cuidado personal o comprarlos en el resort.

No le pediré a mi compañero de cuarto ningún préstamo o adelanto de moneda por ningún motivo.

En caso de cualquier desacuerdo o problema asociado con mi compañero de cuarto, notificaré a un representante de ByDzyne, o de Travology, que asista al viaje para ayudar a resolver el problema.

Acepto que si infrinjo cualquiera de los términos de este acuerdo y cualquier representante de ByDzyne o Travology me determina que soy responsable, pagaré mi propia habitación separada por el resto de las fechas del viaje.

Jurisdicción de este Acuerdo: Los Ángeles California.

