

**THE NATION COMPANY L.L.C. and ACADEMIC TRAVEL ABROAD, INC.
TERMS AND CONDITIONS OF TOUR PARTICIPATION**

These terms and conditions (the “Terms and Conditions”) govern your purchase of and participation in the guided tour trip to **Ghana, Togo and Benin** (the “Tour”) as set forth in the registration form and itinerary attached hereto (collectively, the “Registration Form”). By submitting the Registration Form and paying the Deposit (hereinafter defined), you are expressly agreeing to these Terms and Conditions. These Terms and Conditions, together with the Registration Form, shall constitute a binding contract by and among you on the one hand, and Conservancy Travel, and The Nation Company LLC (“The Nation”) on the other hand (the “Contract”). No changes to, waiver of, or addition to this Contract shall be effective unless agreed to in writing and signed by all parties. Notwithstanding the foregoing, The Nation and Conservancy Travel reserve the right to revise the Tour itinerary from time to time without notice to you or need for your prior consent.

1. PRICE: The purchase price per person for the Tour shall be as set forth on the Registration Form (the “Purchase Price”). The Purchase Price is based on double occupancy booking, with private facilities including all taxes and service charges. Double rooms must be booked for two (2) persons. Single rooms are available at an additional cost. Unless otherwise agreed to in writing by you, Conservancy Travel, and The Nation, the following items shall be included in the Purchase Price: (i) accommodations as listed in the itinerary; (ii) arrival and departure transfers on designated arrival and departure dates; (iii) meals with bottled water as set forth in the itinerary; (iv) bottled water on the bus (v) All sightseeing and excursions in a private air-conditioned bus (vi) all private events and speakers (or similar) as listed (vii) all entrance fees as listed in the itinerary; (viii) services of an English-speaking Local Guide / Tour Manager who will travel with the group from beginning to end; (ix) welcome reception at the hotel in Accra; (x) meeting rooms for guest speakers; (xi) gratuities during group meals. The Purchase Price expressly excludes: (i) international airfare to and from Ghana; (ii) visa fees; (iii) passport fees; (iv) excess luggage charges; (v) medical and trip cancellation/interruption insurance; (vi) evacuation costs; (vii) vaccinations and inoculations; (viii) deviations from the itinerary (i.e., optional tours); (ix) laundry, telephone, cable, internet or other personal expenses; (x) alcohol; and (xi) gratuities to tour leader and bus driver (xii) fuel surcharges (xiii) any other item not expressly listed as included.

2. PAYMENT: All Registration Forms must be completed online at conservancytravel.org/NATGhana24 with a deposit of \$800 per person (the “Deposit”). The balance of the purchase price is due no later than **October 31, 2023** and shall be made by check made payable to **Conservancy Travel** or by one of the following credit cards: **Visa, MasterCard, American Express, and Discover (credit card payments for the balance are subject to a 3.5% fee)**. Conservancy Travel, and The Nation reserve the right to decline to accept or retain any person as a participant of the Tour at their sole and exclusive discretion.

3. CANCELLATION POLICY: Notwithstanding The Nation’s receipt of your Registration Form and Deposit, the Tour shall at all times be subject to a minimum group participation threshold. The minimum participation group size is **12** participants. In the event the minimum is not met and The Nation and Conservancy Travel reserve the right to cancel the Tour or any portion thereof. In the event the Tour (or any material portion thereof) is cancelled, Conservancy Travel, shall, within a reasonable time after such cancellation, refund the Purchase Price (or an equitable portion thereof), less any applicable cancellation fees imposed by third party suppliers. **All cancellations by participants must be received by The Nation in writing.** Neither Conservancy Travel nor The Nation shall be obligated to issue any refunds to cancelling participants. Notwithstanding the foregoing, Conservancy Travel and The Nation will use commercially reasonable efforts to issue refunds in accordance with the following schedule (in each case less any applicable third party cancellation fees):
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Date of Cancellation	Refund per person
On or before October 20, 2023	\$400 cancellation fee
October 21, 2023 to November 19, 2023	Forfeit 50% of tour price
November 20, 2023 to January 17, 2024	Forfeit 75% of the tour price
After January 18, 2024	No refund will be issued.

Neither Conservancy Travel nor The Nation shall be liable for any penalties incurred by the purchase of a non-refundable airline ticket. All airline tickets purchased by you in connection with this Tour are subject to the individual airline carrier’s rules and regulations. No refunds shall be issued for any portion of the Tour that is unused by a participant.

4. CHANGES TO ITINERARY: The Nation and Conservancy Travel reserve the right to revise the itinerary from time to time at their sole discretion, without notice to you or need for your prior consent. Without limiting the generality of the foregoing, Conservancy Travel and The Nation reserve the right to substitute hotels according to availability or change itinerary dates and times as conditions warrant.

5. INSURANCE: Insurance of any kind, including, without limitation, travel and medical insurance, is not included in the Purchase Price. Insurance for baggage, trip cancellation or medical emergency is available for purchase. If interested, please contact The Nation for information and recommendations.

CONSERVANCY TRAVEL AND THE NATION STRONGLY RECOMMEND THAT YOU PURCHASE INSURANCE BAGGAGE, TRIP CANCELLATION AND MEDICAL INSURANCE.

6. PASSPORTS AND VISAS: A valid passport is required for all participants. Further, there must be at least six (6) months remaining prior to expiration of the passport from the time you are scheduled to return from Ghana. It is your sole and exclusive responsibility to bring a valid passport on the Tour. A multi-entry visa to enter Ghana and an e-visa to enter Togo and Benin is required and details will be provided to travelers. **Neither Conservancy Travel nor The Nation shall be liable if your entry to the countries on this itinerary is denied for any reason whatsoever.**

7. HEALTH AND SAFETY CONSIDERATIONS: **The Nation Magazine will require all participants to be vaccinated against COVID 19 and will require proof of vaccination in order to participate in the program.** Pre-departure testing is not required, but could change at any time.

The Tour will require a significant amount of walking, standing and climbing stairs, often on uneven or rough terrain. You are responsible for ensuring that you are in physical condition that will permit you to participate in the Tour. **Note that yellow fever vaccination is required at press time for travel to Ghana, Togo and Benin.** Please check with your doctor and with local public health authorities for up to date information, including the U.S. Department of State, Bureau of Consular Affairs at <https://travel.state.gov/content/passports/en/alertswarnings.html>. **It is your sole and exclusive responsibility to obtain any inoculations required or suggested by your physician prior to travel.**

8. BAGGAGE: Baggage is limited to one (1) piece of luggage per person and may not be larger than sixty-two (62) inches or exceed fifty (50) pounds. One (1) piece of carry-on luggage is also permitted, the total combined dimensions not to exceed forty-five (45) inches. All excess baggage charges

will be collected at the airport. Baggage shall be brought, carried, stored and left unattended at your own risk throughout the Tour. Conservancy Travel nor The Nation is responsible for lost or damaged baggage.

9. NAME/ LIKENESS/ IMAGE/ VOICE RELEASE: By submitting the Registration Form and Deposit, you hereby grant (and will cause all persons accompanying you on the Tour to grant) permission, without reservation, to Conservancy Travel and The Nation, jointly and severally, to photograph, film, videotape, record and/or portray you and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses (the "Material") in connection with the marketing and/or promotion of the Tour, and the general products and services offered by Conservancy Travel and/or The Nation. You further grant (and will cause all persons accompanying you on the Tour to grant) permission to Conservancy Travel and The Nation to file copyright applications in the Material in their respective names or in any other name, and to use, incorporate, broadcast, distribute, publish, alter and/or edit the Material and/or your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses in whole or in part, severally or in conjunction with other material for any purpose and in any manner whatsoever as Conservancy Travel or The Nation so chooses in any and all media, now known or hereafter devised, throughout the universe and in perpetuity. Notwithstanding the foregoing, neither Conservancy Travel nor The Nation has any obligation to use the Material, or your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses. You hereby release (and will cause all persons accompanying you on the Tour to release) Conservancy Travel, The Nation and their respective parents, affiliates, employees, shareholders, officers, directors, members and representatives (collectively, the "Releasees") from, and covenant not to sue the Releasees for, any and all claims or causes of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to Conservancy Travel or The Nation's use of the Material or their exercise of any of the rights referred to herein. You hereby agree (and will cause all persons accompanying you on the Tour to agree) to indemnify, defend and hold the Releasees harmless, from and against any liabilities, losses, claims, demands, costs (including without limitation attorneys' fees) and expenses arising in connection with any breach or alleged breach by you (or any persons accompanying you on the Tour) of any of the above terms and conditions in this Section 9.

10. LIMITATION ON LIABILITY: Conservancy Travel and The Nation are acting solely as intermediary agents for the travel suppliers providing means of transportation, hotel and/or all other related travel services being purchased (the "Third Party Providers"). Conservancy Travel and The Nation therefore shall not be liable or responsible for any injury, illness, loss or damage to any person or property or additional expense involved with travel resulting from acts of God, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure, diseases, lack of adequate sanitation or medical facilities or services, mechanical difficulties, failure of any means of transportation to arrive or depart as scheduled, civil disturbances,

terrorism, government restrictions or regulations, and discrepancies or changes in transportation or hotel services or any other matter or event except to the extent directly arising out of the gross negligence or willful misconduct of Then Nation or Conservancy Travel as the case may be. By embarking upon this Tour, you voluntarily assume all risks involved with such travel, whether expected or unexpected. By submitting a Registration Form and the Deposit you hereby consent to these Terms and Conditions on your own behalf and on behalf of all persons accompanying you on the Tour. Your participation in the Tour is also subject to such additional terms and conditions as the Third Party Providers may impose. Neither Conservancy Travel nor The Nation shall be liable for any funds received from you and paid over to any Third Party Provider which subsequently becomes insolvent or files any bankruptcy or similar proceedings or fails to deliver services. You acknowledge and agree that delays, cancellations and overbooking by participating Third Party Providers may occur on air flights, cruises and land reservations. Conservancy Travel and The Nation shall not be liable or responsible for the acts or omissions of Third Party Providers. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL CONSERVANCY TRAVEL OR THE NATION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL CONSERVANCY TRAVEL OR THE NATION'S LIABILITY EXCEED, IN THE AGGREGATE, THE TOTAL PURCHASE PRICE, IF ANY, RECEIVED BY CONSERVANCY TRAVEL OR THE NATION FOR THE TOUR.

11. APPLICABLE LAW AND FORUM. This Contract shall be governed by the laws of the State of New York without regard to conflicts of law rules. Any disputes hereunder shall be resolved in the courts of the State of New York County and County of New York.

12. GENERAL PROVISIONS. This Contract shall constitute the entire agreement among you, Conservancy Travel and The Nation. The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision of this Contract. The headings contained herein are for purposes of convenience only and shall not control or affect the meaning or construction hereof.

ACKNOWLEDGED AND AGREED:

(Your signature)

(Print your name)

(Date)