



STANDARD TERMS AND CONDITIONS

This customer travel package agreement (“Agreement”) is made by and between the customer (“Customer”) and Philantopia.

Customer shall purchase the following travel package, subject to the terms and conditions described herein and indicated on (“Travel Package”):

TRAVEL PACKAGE MATERIALS. Customer has been provided with the details of the Travel Package including photos, destination, number of nights, airfare offered (if applicable), blackout dates and other inclusions and/or exclusions in the Travel Package. **The Travel Package materials include restrictions and conditions by which the Customer will be bound.**

BOOKING FORM. Philantopia will forward to Customer a Travel Booking Form to complete and return. The Travel Booking Form provides all the necessary information for Customer to book the trip, including applicable restrictions and conditions. The Travel Booking Form must be completed and returned to Philantopia in order to initiate the reservation process. The applicable resort may have additional restrictions and/or conditions.

The Booking Forms are not valid for actual travel. The Booking Form is solely designed to provide Philantopia the necessary information required in order to process package orders and initiate travel bookings for Customer. Customer understands that all reservations are based on availability and that Philantopia cannot guarantee specific travel dates without first confirming with the participating resort.

TRAVEL PACKAGE RESTRICTIONS: Travel Packages are subject to availability. Once Purchaser receives its reservations for the Travel Package from Philantopia, all communications regarding Purchaser’s stay, including with respect to bookings, upgrades, dates and other requests must be made directly by Purchaser with the resort included in the Travel Package. Once purchased by Purchaser, Travel Packages are non-returnable, non-exchangeable, and non-refundable. **A one-time transfer is allowable at time of purchase.**

PHILANTOPIA DONATION: Upon full payment of the Travel Package by Customer, Philantopia will donate ten percent (10%) of the Travel Package “Reserve” price to a charity of Customer’s choice. Philantopia makes no representation or guarantee whether Customer’s chosen charitable donation is tax-deductible. All tax issues are the full responsibility of Customer; however, if applicable, Philantopia will direct the charity to issue a §501(c)(3) letter in Customer’s name and deliver same to Customer. If a charity is not fully identified by Customer, all purchase funds will be retained by Philantopia.

DISCLAIMER/GOVERNING LAW: Philantopia is strictly a reseller of third party products and/or services. Philantopia is not responsible for the business or activities of those third parties, including, without limitation, whether those parties are in compliance with law or whether the Travel Package descriptions supplied by such third parties are accurate or complete. Philantopia does not warrant the representation of products, businesses, activities, products or services for third parties including, without limitation, whether those parties are in compliance with applicable laws, rules or regulations. Third party providers of products and services are solely responsible for ensuring that the products and services are in compliance with all federal, state and local laws. Customer agrees and acknowledges that (other than as specifically set forth above) Philantopia makes no representations or warranties regarding the package or components thereof. Philantopia’s sole obligations under this Agreement are to reproduce the item description exactly as provided by vendor or supplier, and to deliver the Travel Package to the Customer at the address or e-mail provided by the Customer. **OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, PHILANTOPIA MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF TRAVEL PACKAGES OR SERVICES PROVIDED THEREUNDER. PHILANTOPIA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

COMPLIANCE WITH ADA: If Customer requires accommodations for a disability, Customer is responsible for notifying third-party provider of the facility or service so that such third party can offer to accommodate the disability or provide alternatives as appropriate. Philantopia may assist Customers in so notifying the third-party provider but Philantopia is not liable for compliance with the Americans with Disabilities Act or other state or local laws regarding public accommodation. International travel packages may not be able to accommodate disabilities.

WAIVER/INDEMNIFICATION: Non-Profit hereby waives all claims of liability against Philantopia for itself and its legal representatives, successors and assigns, hereby holds harmless Philantopia, its agents, employees, contractors, legal representatives, successors and assigns, from any and all claims of liability made by Customer, its agents, family members successors or assigns, or others for loss, damage or expense (including without limitation reasonable attorneys' fees and legal costs) arising from this Agreement or any Travel Packages provided hereunder, unless such loss is the result of Philantopia's intentional misconduct or gross negligence. Customer agrees to indemnify and to hold Philantopia harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Customer's part to be performed under the terms of this Agreement, or arising from any act or negligence of Customer or any of its agents, contractors or employees. Philantopia shall not be liable to Customer for any damage, loss or expense arising from any act or negligence of any third-party vendor or supplier of Travel Packages hereunder.

LIMITATION OF LIABILITY: Philantopia shall not be liable for any cost, liability, damage or expense in connection with or arising out of a Customer's inability to travel or otherwise comply with Travel Package reservation dates or other applicable restrictions. Philantopia's liability under this Agreement in all events shall be limited by its obligation to provide confirmed delivery of the Travel Package or voucher from the applicable resort. Philantopia shall not be liable for any consequential special or punitive damages. Philantopia's total aggregate liability for any claim under this Agreement shall not exceed the amount paid or owed by the Customer for the Travel Package to which the claim relates.

By clicking "accept" Purchaser hereby acknowledges and agrees to all of the Standard Terms and Conditions listed above.