

# ***2016 PACKAGE BOOKING TERMS & CONDITIONS***

Effective for arrivals beginning January 1, 2016 through December 31, 2016.

## **Prices**

All prices are in U.S. dollars and are subject to change until package is paid in full. After package is paid in full, package price is subject to change due to imposition of taxes or other charges of governmental authorities. Everyone on the same reservation must be on the same package. Additional adult charges may apply for more than two adults per room. If air transportation is included in the package, the airfare is not guaranteed until the total price of the airline tickets is paid in full.

## **Booking Procedures**

Reservations must be booked a minimum of 5 business days prior to Guest arrival except that certain Magic Your Way Packages may be booked up to 1 business day prior to Guest arrival.

Reservations are not accepted until confirmed by a confirmation number.

## **Reservation Information**

All Guests' full, legal names (including children) are required at the time the reservation is made. Children's ages are also required at the time the reservation is made. Date of birth and gender are required for all Guests, including infants, if the reservation includes air transportation.

Name changes are not permitted; reservations and package components are nontransferable.

## **Deposit and Payment Procedures**

For reservations made 31 days or more prior to Guest arrival, a deposit of \$200.00 per reservation will be due and must be received by Walt Disney Travel Co., Inc. ("Disney") within 3 days of booking the reservation or the reservation will automatically be cancelled. The total price of travel insurance is due at the time insurance is requested. For reservations that include air transportation, the total price of airline tickets may be due at the time of booking. Payment in full is due to Walt Disney Travel Co., Inc. 30 days prior to Guest arrival.

For reservations made 30 days or less prior to Guest arrival, payment in full is due to Walt Disney Travel Co., Inc. at time the reservation is made.

Payment may be made with a valid credit card. If payment is made by check or money order it should be sent overnight delivery via private courier service (i.e., Federal Express, DHL or UPS) to Walt Disney Travel Co., Inc., Bank of America Lockbox Services, Lockbox 409668, 6000 Feldwood Road, College Park, GA 30349. The reservation number should be included on the check or money order.

## **Cancellation and Refunds**

For cancellations made 31 days or more prior to Guest arrival, amounts paid, minus cancellation fees assessed by third party hotels or other suppliers, travel insurance premiums, and other amounts owed, will be refunded.

For cancellations made 2 days to 30 days prior to Guest arrival, amounts paid, minus a cancellation fee of \$200.00 per package and minus any cancellation fees assessed by third party hotels or other suppliers, travel insurance premiums and other amounts owed, will be refunded. No refunds are given for cancellation of any personalized products or experiences.

For cancellations made 1 day or less prior to Guest arrival or for no-shows, the full price of the package is non-refundable.

Guest will be responsible for any cancellation fees assessed by an airline. In the case of a non-refundable airline ticket, the cancellation fee is equal to the entire ticket price. Cancellation of a refundable airline ticket must be made at least 24 hours prior to the scheduled airline departure time.

No refunds will be made for early departure from hotel and for unused admission tickets, options or features, including meals. No refunds for airline tickets will be made after travel has commenced or if a flight is missed/delayed. Any refunds allowed by Disney in its sole discretion after arrival must be requested in writing within 60 days after departure and will be assessed a \$25.00 processing fee. Travel documents must be returned to Disney in order to process any refund upon Disney's request.

Disney reserves the right to make refunds in accordance with the method that payment was received. All appropriate refunds will be made through the Guest's travel agent if payment was made by the travel agent. Disney is not responsible for the receipt of refund monies by Guests from their travel agents.

### **Travel Insurance**

Travel insurance premium is refundable within 14 days after the date the insurance is added to the reservation as long as Guest has not filed a claim or Guest has not departed on the trip, as more specifically provided in the Travel Insurance Description of Coverage. For insurance added 2 days to 14 days prior to Guest arrival, travel insurance is refundable if canceled at least 2 days prior to Guest arrival. Upon any cancellation, the charge for travel insurance will be added to the other applicable cancellation fees. For insurance Description of Coverage, please ask your travel agent or visit [www.disneyworld.com/travelinsurance](http://www.disneyworld.com/travelinsurance).

## **Change Fees and Changes to Reservations Made Prior to Guest Arrival**

Changes to Reservation - For changes made 30 days or less prior to Guest arrival that results in a change in the package price, a change fee of \$50.00 per package, plus any change fees assessed by hotels or other suppliers, will be charged. Such change fees must be paid in addition

to any increase in the package price resulting from the change. If air transportation has been ticketed, Guest will be responsible for any increase in airfare as well as the change fee assessed by the airline.

Land portions of the reservation cannot be canceled without also canceling the air portion of the reservation booked through Disney. Airlines/hotels/suppliers do not permit changes in certain situations. All existing travel documents must be returned to Disney via overnight delivery service and revised travel documents will be delivered to Guest via express service, both at Guest's expense.

Disney reserves the right to restrict changes to any reservation.

### **Travel Documents**

For reservations made 15 days or more prior to Guest arrival, travel documents (such as vouchers or certain fulfillment cards, if applicable, or travel itinerary confirming an airline reservation) will be mailed to Guests (after receipt of final payment) with an address in the United States or Canada. *MagicBands* and certain radio frequency cards are not shipped outside the United States and Guests eligible to receive them may pick them up at the Guest's resort hotel upon arrival.

For reservations made 8 to 14 days prior to Guest arrival, travel documents will be delivered via express service for an additional fee for Guests with an address in the United States or Canada.

For reservations made 7 days or less prior to Guest arrival and for any reservations made by Guests with an address outside the United States or Canada, travel documents will be delivered to the Front Desk of Guest's resort hotel.

Additional fees will be charged for the replacement of any lost or misplaced travel documents.

For packages other than Magic Your Way packages, Guests can pick up Disney theme park attraction tickets and certain other fulfillment cards at the Guest's resort hotel upon arrival. Guests with Magic Your Way packages may have entitlements linked to an account they create online ("Disney account") and ticket and other entitlements will be fulfilled via a MagicBand or radio frequency card.

Title to the documents, including any radio frequency devices, passes in Lake Buena Vista, Florida upon delivery of the documents to the shipper or the mailing of the documents. Recipient is responsible for any duty or custom charges or expenses. Persons who are requesting documents to be shipped to friends or family members outside the USA should so note. Vouchers, if applicable, must be presented at time of use.

### **Air Transportation**

Flight schedules are not guaranteed. Disney shall not be responsible for any airline schedule changes, delays, cancellations, or any airlines' failure to perform for any reason including, but not limited to, strike or bankruptcy or cessation. Duplicate reservations are subject to cancellation by

the airline without notice. Guests are responsible for reconfirming all flights directly with the airlines and are responsible for any additional fees (for example, baggage fees, advance seat selection or curbside check-in charges) payable directly to the airlines. Please contact airline directly prior to leaving home to obtain additional fee information and documentation requirements. Seat assignments are not guaranteed. If seat selection is unavailable through Disney, seats may either be assigned at airport check-in or may be obtained directly from the airline(s). Guests age 17 and younger must fly with an adult on the same itinerary and reservation. At this time, a government-issued photo identification is required for all air passengers 18 years and older. A birth certificate may be required for children under two years of age sitting in the lap of a parent or legal guardian. Travelers flying from origins outside the U.S. are responsible for obtaining the required travel documents for airline check-in and entry into the U.S.

#### Attractions, Tickets and Features

Parks, restaurants, attractions, recreation, FastPass+ selections, entertainment, and other products, services or items are subject to change without notice, cancellation, and may close temporarily due to rehabilitation, refurbishing, capacity, seasonal, inclement weather or special events and may otherwise change or be discontinued without notice and without liability to the owners of the Walt Disney World® Resort. Ticket media is not valid for special or premium events or other activities which are separately priced. Admission entitlements are non-transferrable and must be used by the same person on any and all days. Age restrictions apply for access to certain facilities.

Features for all packages are subject to change and may be based on features available on date of Guest arrival, not those in effect at time the reservation is made.

#### General Conditions and Responsibility

Disney, its directors, officers, employees, subcontractors, agents and representatives, shall at no time be liable or responsible in any way whatsoever for any loss, injury, or damage caused or arising in connection with any transportation, hotel or other services or products of third parties provided through Disney, or as a result of acts of God, acts of Government or other authorities, wars, civil disturbances, hijacks, thefts, or any circumstance beyond its control. Disney reserves the right to accept, retain, decline or cancel any reservation or any Guest as a participant in its packages at any time and for any reason. In addition, Disney reserves the right to cancel or modify a reservation, including the price, at any time prior to Guest check-in if the reservation includes or was made as the result of a mistake or error of any kind, including but not limited to, a mistake or error in price or description of the package or package components, or where it appears that a Guest has engaged in fraudulent or misleading activity in making the reservation. If a package is cancelled by Disney, Disney shall have no responsibility beyond the refund of monies paid to Disney for the package. The terms and conditions of any transportation services provided by airlines or car rental agencies shall be as represented by those third parties. Terms and conditions are subject to change by Disney without notice. If these Terms and Conditions contain any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an unreasonable result, such provision shall be stricken from these Terms and Conditions without affecting the binding force and effect of any of its other provisions.

## **Disney's Magical Express Transportation**

Consistent with airline baggage policies, Disney's Entities (as defined in this paragraph below) liability for loss of or damage to Guest baggage or property arising out of Disney's Magical Express transportation is limited to a maximum of \$3300.00 per Guest regardless of the number of bags or amount of property (however, this policy shall not affect the applicability of Fla. Stat. Section 509.111 relating to loss of or damage to Guest property at hotels). Disney's Entities shall have no liability for the loss of or damage to cash, financial instruments, precious metals, silverware, jewelry, works of art, medicine, computer/photographic/video/audio equipment, cell phones or other valuables. "Disney Entities" means Walt Disney World Resort, a division of Walt Disney Parks and Resorts U.S., Inc., its parent, affiliated and related companies, and the directors, officers, employees, subcontractors, agents and representatives of each. No pets will be transported by Disney's Magical Express transportation except for service animals.

### **Governing Law and Venue**

All sales of packages take place in and are consummated in the State of Florida. Any claim, action or lawsuit (collectively, "Action") arising out of these Terms and Conditions, reservations and bookings, and/or all packages, products and services provided in connection with the reservations and bookings, including without limitation, components such as tickets, park admissions, packages, photo media, radio frequency devices and room accommodations (all collectively, "Terms, Reservations and Products") must be filed and maintained exclusively in any court in Orange County, Florida having subject matter jurisdiction. These Terms, Reservations and Products shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law.

### **Resort Check-In/Check-Out**

Check-in time is generally between 3:00 and 4:00 p.m. (some hotels have check-in after 4:00 p.m.), and check-out time is usually between 11:00 a.m. and 12 noon. During peak periods, check-in may be delayed one to two hours.

### **Room Location and Information**

Adjacent rooms, connecting rooms or specific room location and types of rooms or bedding are on a "request basis only" and are subject to availability at the time of check-in. These requests for specific room type or location may result in additional charges to be paid directly to the hotel. Disney owned and operated resort hotels and Disney Vacation Club resorts are smoke free environments. Smoking is allowed in designated outdoor smoking locations only. A room recovery fee will be charged for smoking in Guest rooms, on balconies or on patios.

### **Guests with Disabilities**

For Guests with disabilities who require accessible accommodations, specific information and assistance can be requested through Disney regarding accessible room availability, bedding options, amenities, restrictions, and advance reservation notice requirements. Disney will also contact its third party hotel provider(s) on a Guest's behalf as necessary. All accommodations are subject to availability.

## **Car Rental**

Renter must be at least 21 years of age, a per day underage fee will apply for renters 21-24 years and will be assessed at the rental counter. Renter must present a valid driver's license and a major credit card in his or her name; other standard rental qualifications may apply. Cash customers are required to leave a deposit and must meet current standard cash qualification requirements. Car must be rented for a minimum of 2 consecutive 24-hour periods. Car rental includes unlimited mileage. Drop-off charges may apply if the vehicle is returned outside the State of Florida and drop-off charges may also apply if the vehicle is returned in Key West. Drop-off charge is payable at the time of rental. Child restraint seats must be used for children up to age 6. Child restraint seats must be requested at the time the reservation is made and will result in an additional charge. Seat belts should be used by all passengers. Additional days, Additional Driver Fee, Child Restraint Seats, Collision Damage Waiver, Extended Protection and Carefree Personal Protection, optional refueling service and any other charges are extra. Other terms and conditions may apply.

## **Memory Maker**

When you purchase Memory Maker as part of your package, you will be entitled to download all photos and other digital content associated with your Disney account (the "Photos") you created online and that were taken at Walt Disney World Resort by Disney PhotoPass® photographers, as well as Photos taken on select attractions and at select dining locations during your Memory Maker window. You will also receive a limited license for personal, non-commercial use of the downloaded Photos.

A MagicBand is required to receive certain Photos.

Any Photos taken within 3 days from the date Memory Maker is purchased as part of your package will not be included in your Memory Maker window and must be purchased separately.

The Memory Maker window ends on the 30th day at 11:59 p.m. Eastern Time following the date any Photo is first downloaded or you otherwise redeem your Memory Maker entitlement, whichever occurs first. All Photos taken or captured outside of your Memory Maker window must be purchased separately. Certain Photos may not be available for purchase on an individual basis.

Memory Maker entitlement may be linked to one (1) Guest. Only the person who has the Memory Maker entitlement linked to their Disney account ("Memory Maker Guest") can download Photos taken or captured during the Memory Maker window.

Photos taken during the Memory Maker window must be downloaded before they expire. All Photos will expire pursuant to the expiration policy at <https://mydisneyphotopass.disney.go.com/help-and-support>. MyDisneyPhotoPass.com does not offer options for permanent storing of photos. Expired Photos will be deleted from the system.

Memory Maker Guest must be present in order to get select attraction and select dining Photos associated to their Disney account.

If other Guests chose to share their Photos taken during the Memory Maker window with the Memory Maker Guest via their Disney accounts, then the Memory Maker Guest will have the ability to download those Photos (photo sharing rules subject to change).

Photos (i) captured and sold by ESPN GameDay Photos, Wild Africa Trek photos, Disney Cruise Line; (ii) or captured by Disney Event Group (including but not limited to Disney Fairy Tale Weddings, group and convention photos and family portrait sessions) or captured at a runDisney event or by any third party operators at Walt Disney World Resort are not included in Memory Maker.

Guests who purchase Memory Maker as part of a Magic Your Way vacation package must link their Magic Your Way vacation package reservation to their Disney account. Upon linking their reservation, Memory Maker will automatically be linked to the reservation's primary Guest's Disney account and that Guest will be the Memory Maker Guest.

Memory Maker is intended for the personal use of the Memory Maker Guest. Solicitation and/or acceptance by the Memory Maker Guest of any consideration or remuneration from other Guests for Memory Maker downloads is a violation of these terms and the limited license and may result in removal of all images associated with the Memory Maker Guest's account.

Disney PhotoPass service reserves the right to refuse to post or remove Photos of poor quality or Photos with inappropriate or offensive subject matter in our sole discretion.

Not responsible for missing, lost or damaged Photos.

Your Memory Maker Card is a RF Device as defined in the "Radio Frequency Cards and MagicBands" section of the My Magic+ Terms and Conditions. Please be aware that all RF Devices linked to your My Disney Experience account, including a Memory Maker Card, can be used to access other entitlements also linked to your account, such as park admission, FastPass+ selections and touch to pay (if available). Please keep all RF Devices safe and secure.

For specific questions about the Walt Disney World Resort (Theme Park operating hours, special events, services for Guests with disabilities, etc.), please call:

407-824-4321 (voice)

407-827-5141 (TTY)

or log on to [www.disneyworld.com](http://www.disneyworld.com)

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