

2019 Terms & Conditions

WALT DISNEY TRAVEL COMPANY TERMS AND CONDITIONS FOR WALT DISNEY WORLD® RESORT

Please be advised that in the event any changes are made to the reservation including, but not limited to, changes in travel dates, updated Terms and Conditions may apply to the modified reservation.

Prices

- All prices are in U.S. dollars and are subject to change until package is paid in full. Prices are for the total package and cannot be broken down into individual package component prices. After package is paid in full, package price is subject to change due to imposition of taxes or other charges of governmental authorities. Prices are also subject to change due to modifications to package or package components. **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 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 protection plan is also due at the time the plan is requested. For reservations that include air transportation, the total price of airline tickets may be due at the time of booking. For reservations that include runDisney race registrations, the cost of such race registrations is due at the time of booking and is non-refundable.
- **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 or by check or money order. Please see confirmation for instructions on how to send payment by check or money order.

Cancellation and Refunds

- **For cancellations made 30 days or more prior to guest arrival**, amounts paid, minus cancellation fees assessed by third party hotels or other suppliers, non-refundable air transportation, non-refundable runDisney race registrations, non-refundable travel protection plan costs, and other amounts owed, will be refunded.
- **For cancellations made 2 days to 29 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, non-refundable air transportation, non-refundable runDisney race registrations, non-refundable travel protection plan costs, 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 for airline tickets will be made after travel has commenced or if a flight is missed/delayed.
- No refunds will be made for early departure from hotel and for unused or partially used admission tickets, options or features, including meals.
- Any refunds allowed by Disney in its sole discretion after arrival must be requested in writing within 90 days after departure and may be assessed a \$25 processing fee.
- 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 Protection Plan

- If guest has purchased travel protection plan, the cost is refundable within 14 days (30 days for residents of Utah) after the date the plan is added to the package as long as guest has not filed a claim or has not departed on the trip. Please see the Certificate of Insurance for your state of residency for details on refunds and terms, conditions and exclusions at www.affinitytravelcert.com/docs/DSP01.

Change Fees and Changes to Reservations Made Prior to Guest Arrival

- **Changes to Reservation** - Changes to reservation, including but not limited to change in travel dates, length of stay, party size or hotel accommodations, are subject to availability and the prices applicable at the time the change is requested and guest is responsible for paying any increase in price resulting from the change. In addition, changes made 30 days or less prior to guest arrival are also subject to a change fee of \$50 per package plus any change fees assessed by third party hotels or other suppliers. 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.
- If changes are made to the package including, but not limited to, changes to travel dates, package is subject to the Terms and Conditions applicable to packages at the time the

change to the reservation is made and, in the case of changes to travel dates, pricing applicable to the new travel dates.

- 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.
- Disney reserves the right to restrict changes to any reservation.

Travel Documents

- For guests with an address in the U.S. who make their reservation and customize MagicBands in My Disney Experience 11 days or more prior to guest arrival, travel documents (such as vouchers, Magical Extras cards and other fulfillment cards) will be mailed to guests along with the MagicBands to the address provided in MyDisneyExperience, subject to receipt of final payment in full.
- All other guests, including those residing outside the U.S. and those not eligible for MagicBands, will receive vouchers, Magical Extras cards and other fulfillment cards upon check-in. **MagicBands and certain radio frequency cards are not shipped outside the United States.**
- Additional fees may be charged for the replacement of any lost or misplaced travel documents.
- For third party hotel packages, Guests can pick up Disney theme park attraction tickets and certain other fulfillment cards upon check-in at the guest's resort hotel.
- 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, not for resale, and must be used by the same person on any and all days. Age restrictions apply for access to certain facilities. Guests must be 21 years of age or older with valid proof of age to redeem alcohol entitlements.
- 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.
- Costs for parking (self and valet) at certain locations, incidentals, gratuities, child care and any other items not specifically listed as part of the package components are not included in the package price.

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

- **Disney's Magical Express** transportation is available for guests staying in select **Walt Disney World®** Resort hotels. Guest must make a reservation prior to arrival at Orlando International Airport by calling (407) W-DISNEY (934-7639). 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 \$3,400 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, including,

but not limited to, Walt Disney Travel Company, and the directors, officers, employees, subcontractors, agents or representatives of each. Any dispute or claim arising out of or related to **Disney's Magical Express** service shall be governed by the laws of the State of Florida. Any action or proceeding regarding **Disney's Magical Express** service must be commenced and maintained exclusively in any court located in Orange County, Florida, having jurisdiction. Transportation services provided by **Disney's Magical Express** are associated with a select **Walt Disney World** Resort hotel reservation and include a one-way ground transfer between the Orlando International Airport and the select **Walt Disney World** Resort hotel on the day guest checks in and a one-way ground transfer from the select **Walt Disney World** Resort hotel to the Orlando International Airport on the day guest checks out. Pets will not be transported by **Disney's Magical Express** 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, Disney's Magical Express, 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 and 4 p.m. (some hotels have check-in after 4 p.m.), and check-out time is usually between 11 a.m. and 12 noon.

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.
- Please be advised that at Disney owned and operated hotels, notwithstanding your use of a sign on your door, a request by you to forgo housekeeping services or any other request made by you, the hotel and its staff reserve the right to enter your room for any purpose including, but not limited to, performing maintenance and repairs or checking on the safety and security of guests and property. The hotel staff will give reasonable notice prior to entry by knocking and announcing the intent to enter the room.

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 one 24-hour period. 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

- If Memory Maker has been purchased as part of the package please visit <https://mydisneyphotopass.disney.go.com/memory-maker-terms> for details, restrictions and conditions.

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

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