



Terms & Conditions

We really hate all this legal stuff as much as you do—no, maybe more!--but it protects *you* from us and *us* from you! Please read it carefully because the *Terms & Conditions* for participating in The Global Scavenger Hunt's next event are that:

All rulings and judgments made by GreatEscape2010: The Global Scavenger Hunt™ (GE2010/TGSH) Road Officials and Judges in the course of the 2010 travel adventure competition will be final. There will be no right of legal appeal. Teams will be required to abide by the official Rules & Regulations of the event.

Portions of the TGSH competition will be photographed and/or filmed for personal, commercial and promotional use, and as a result, all participants will be required to sign a basic appearance release/waiver as a *Term & Condition* of participating in GE2010. Our participant's videos and photographs may be used for promotional purposes by GreatEscape Adventures, Inc., (GEA Inc).

TGSH is limited to 25-two person Teams plus the previous event's winning Teams that have already secured positions. There will be no exception to this exclusive limited participation.

Your Team as constituted when filing your *Application & Registration Form* may be changed at anytime with one Team member being substituted for someone else up to the point when airline tickets have been purchased (to be determined). No changes to Teams will be allowed after that date—or, there may be a significant rebooking fee charged for those changes. You may not save, pass on, sell, or assign your accepted GE2010 Team spot to any other group or individual(s) for any reason. Successful single applicants must be paired up prior to that airline ticket purchase date to participate.

The Global Scavenger Hunt is a Team competition event and travelers must participate as a Team. If one Team member cancels, you are both *de facto* cancelled, unless an approved substitute participant can be found--and there may be a significant rebooking fee charged for that change.

Some participants may be required to provide a medical certificate from their physician(s), and anyone under 18 must be accompanied by a parent or guardian for the entire journey.

The GE2010 entry fee is \$9,900. (US Dollars) per person, with two persons per Team, and is based on double occupancy that will include: all international airfare between our official USA/Canadian departure and arrival cities; a hotel room, suite or cabin (based on double occupancy) in each mandatory GE2010 destination; some meals (over 40% in all previous events); some special events and hospitality parties; some ground transportation and airport transfers (usually to the hotel from the airports); a pre-event travel goody bag (T-shirts, etc); as well as all event-related materials and pre-departure information. The entry fees are based on current tariffs and are subject to change due to unforeseen circumstances. While we will do everything possible to maintain the listed prices (We have never changed them, so far knock on wood!), if it is necessary to levy a surcharge, we reserve the right to do so, and notification will be given at the time of final invoicing, which if necessary, will be at least 30-days prior to our departure date.

The GE2010 entry fees DO NOT include: any flight upgrades, any hotel room upgrades, most meals (including room service!), personal excursions/side-trips, medical services, passports renewals,



visas, travel insurance, telephone calls, Internet usage, laundry charges, alcoholic beverages, gratuities, inoculations and/or medication costs of any kind, transport to and from your home port to official GE2010 departure and return cities, excess baggage charges, airport departure fees & taxes (usually included in our ticket prices but some developing nations still charge extra!), entrance fees to designated scavenges and your purchase of designated scavenger hunt items (which will be kept to the absolute minimum), most of your elective ground transportation and transfers, or any expenses resulting in delays due to bad weather, trail, river, and road conditions, sickness, accidents, government action, terrorist incidents, other acts of Mother Nature, airline and airport flight delays or evacuation expenses unless specifically indicated. (We highly recommend travel insurance.)

Entry Fees: Prior to November 1, 2009: After either your individual, or Team's, application has been processed and formerly approved by GE2010 (Interviews will be conducted via the phone to insure every participant and Team's suitability for GE2010. GEA Inc, reserves the right to refuse entry to anyone.) each participant/Team will be asked to provide a 10% deposit (US\$990.) via personal or corporate check, cashiers check, money order or electronic funds transfer within 10-days of the date of acceptance to secure your limited space. (GEA Inc., also accepts Visa and MasterCard payments for an additional fee of 3.0%--sorry, it's because of PayPal's charges to us for the convenience.) Your 10% deposit will secure your place in GE2010 as an Early Bird applicant and until other payments are due (see below).

After November 1, 2009: After either your individual, or Team's, application has been processed and formerly approved by GE2010 (Interviews will be conducted via the phone to insure every participant and Team's suitability for GE2010. And GEA Inc., reserves the right to refuse entry to anyone.) Each participant/Team will be asked to provide a 33% deposit (US\$3,300.) via personal or corporate check, cashier's check, money order or electronic funds transfer within 10-days of the time of acceptance. (GEA Inc., also accepts Visa and MasterCard payments for an additional fee of 3.0%--sorry, it's because of PayPal's charges to us for the convenience.) At that time your spot has been secured in GE2010.

Whether you are accepted prior to, or after, November 1st, 2010, complete and final payment will be due in full 90-days prior to our April, 9th 2010 departure date. That is, all remaining and outstanding entry fees due must be submitted on or by January 9, 2010; or you risk losing your secured position in GE2010. Failure to receive any Teams final payment by those dates will be interpreted as your Team abandoning your limited GE2010 spot. At that time, all previously paid funds will be returned based on the below *Cancellation & Refund Policy*.

If your application is accepted within the window of 90-days prior to our departure, full and complete payment will be required within five (5) working days of acceptance and notification by GE2010. Failure to receive any Teams final payment by those dates will be interpreted as your Team abandoning your GE2010 spot. At that time, all previously paid funds will be returned based on the below *Cancellation & Refund Policy*.

Documents, including the final vouchers, if any, and airline tickets (between our official US/Canadian Departure and Arrival destinations), will only be issued upon receipt of final payment. Because of the nature of TGSH being *A Blind Date With The World™* travel adventure competition, and in an effort to decrease any potential competitive advantages any Teams could garner prior to the actual beginning of the competition on April 9, 2010, your Team's international airline tickets will be furnished following the *Bon Voyage Party* at our departing city all together as a group at least 4-hours prior to departure.



Prizes: The First Place Team of GE2010 will each win The World's Greatest Travelers™ trophies and that Team will be automatically entered into the next around-the-world travel adventure competition event to defend their Team title--with all entry fees waived! (Although this is at least a \$20,000. value, this prize has no cash value, it is not transferable, and both Teammates must participate for it to apply. The winning Team will have a special set of *Winners Terms & Conditions* to sign to claim their free trip prize and participate.) All other GE2010 Teams will receive certificates and other good stuff, honors and awards (2nd and 3rd place will all receive medals) of participation. The winning Teams of the specific regional rallies will also win special prizes. (We expect two to four such prizes.) The first Team that fulfills any other of GE2010's "Special Scavenges" will also receive special prizes. (We expect at least two to four such special scavenges.) Discounted entry fee participants/teams will be ineligible to claim the free trip.

All GE2010 participants will be asked to assist the GreatEscape Foundation in raising additional funds and support for our noble causes (Please note that participation is fully optional). Our GEA Inc., staff will assist you in every way possible in that regard. This, combined with our active press campaign, corporate sponsorships and travel partner programs, will assist in our collective fundraising efforts. We hope that all those who apply for entry into GE2010 share our vision of a better world through travel that promotes empathy, understanding and shared responsibility. We simply ask that you do the best you can in good faith to assist in our charitable efforts. If your Team dose not wish to assist the GreatEscape Foundation's efforts, that is fine, but you will not be able to take advantage of either the potential tax-benefits associated with the Foundation's efforts or win the free around-the-world trip in GE2010 for helping raise the most donations. (Please read the GreatEscape Foundation webpage for full details.)

Non-Compete Clause: During the below participants travels, and within a 36-month period following the conclusion of the GE2010 event, said participant agrees not to directly or indirectly engage in the business, organization, development, sale or in the engaging of any travel service, that might be construed as, confused as, or resemble in any way, any and all similar aspects of the travel-related event known as *The Global Scavenger Hunt™* travel adventure competition that takes travelers on *A Blind Date With The World™* and crowns *The World's Greatest Travelers™* after fulfilling various international cultural-related scavenges. Violation of this non-compete clause could result in payment of lawyers fees and treble damages. By signing these *Terms & Conditions*, all participants hereby agree that this non-compete provision is reasonable and necessary to protect the legitimate interests of TGSJH travel adventure competition, and that the violation of this clause could result in substantial and irreparable harm to the owners, operators and sponsors of TGSJH. (Sorry, but we have had travel pros, and amateurs alike, try to steal, err, imitate, some of our great travel adventure competition ideas!)

GEA Inc., makes every attempt to keep this website GlobalScavengerHunt.com as up to date as possible to ensure online accuracy. If you have any questions, or want to double-check any changes, facts, costs, or our related *Terms & Conditions*, please contact us at 310.281.7809.



Cancellation & Refund Policy

If a Team or paid participant has paid in full and needs to cancel prior to GE2010's April 9th, 2010, departure date for whatever reason (All cancellation notices must be received in writing and will become effective as of the date of the postmark or confirmed by FAX date received. E-mails and phone messages are not an accepted cancellation notice.), the following cancellation charges may be applied at the full discretion of the GEA Inc.:

90 Days or more before departure date = a 10% cancellation charge of \$9,900 per person entry fee applies.
89-75 Days = a 15% cancellation charge of \$9,900 per person entry fee applies.
74-61 Days = a 33% cancellation charge of \$9,900 per person entry fee applies.
60-46 Days = a 50% cancellation charge of \$9,900 per person entry fee applies.
45-31 Days = a 60% cancellation charge of \$9,900 per person entry fee applies.
30-14 Days = an 80% cancellation charge of \$9,900 per person entry fee applies.
13 Days or less before departure date = a 100% cancellation charge of \$9,900 per person entry fee applies.

Please Note Again: If any GE2010 Team or participant drops out for any reason after March 27th, 2010, there will be NO refund. Leaving the event in progress, for any reason whatsoever, will not result in any refund, and no refunds will be made for any unused portions of an event.

After being given plenty advance notice by GEA Inc., if a traveler fails to obtain the required proper entry visas or any other legal documents (visas, shots, shot papers, valid passport, etc.) that would make them ineligible to enter a country requiring such; it will be at their own personal cost to find alternative transportation to the next GE2010 destination (leapfrogging ahead) and to pay for all additional costs that result, including, but not limited to: hotels, food, ground and air transportation, communications, as well as any financial losses inflicted on GEA Inc., as a result of their failure to comply.

Any supplemental upgrades (for airline upgrades and/or single room or hotel suite supplements) will have their own, separate and applicable *Terms & Conditions* to be signed.

GEA Inc., reserves the right to cancel any trip because of inadequate enrollment that makes the trip economically unfeasible to conduct or because of good-faith concerns with respect to the health, safety, and/or welfare of the participants and organizers (war, acts of terrorism, extreme acts of Nature, global pandemics, etc.). If GEA Inc., cancels an event for whatever reason prior to departure, participants will receive a full refund of all monies paid to GEA Inc., within 10-working days. GEA Inc., accepts no other liability.

The State of California has also asked us nicely to inform you of the following: Upon cancellation of GE2010, where the traveler is not at fault and has not canceled in violation of any *Terms & Conditions* previously, clearly and conspicuously disclosed and agreed to by the traveler, all sums paid to the GEA Inc., for services not provided will be promptly refunded to the traveler, unless the traveler advises GEA Inc., in writing, after cancellation. This provision does not apply where GEA Inc., has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation of service. In this situation, GEA Inc., must provide the traveler with a written statement accompanied by bank records establishing disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler. (We don't know exactly what this actually means, but count on us to do it anyway!)

GREAT Escape 2010

The Global Scavenger Hunt.

For North American residents only: GEA Inc., will offer a supplemental and comprehensive insurance package that covers you for trip cancellation/interruption and baggage theft/loss. You may of course purchase your own policy from your own agent. Unfortunately, we cannot cover non-North American residents, so please contact your own insurance provider. (FYI: We strongly recommend all Teams purchase trip and cancellation/interruption insurance to protect your travel investment at the time of sending us your deposit. This coverage will help offset any cancellation charges you may incur in the event of illness before or during the trip.) For a no-fee insurance quote, please contact TGSH Event Coordinator at 310.281.7809.

California law further requires certain sellers of travel to have a separate trust account or bond. Please be advised that all GE2010 participation fees will be held in a GEA Inc., travel-related separate trust account as mandated by California law. These funds will only be used for direct travel related expenses (air, hotels, ground-transportation, etc.) or for direct Team/applicant refunds (minus any applicable cancellation fees stated above) under California law. Registration as a seller of travel does not constitute approval by the State of California or Governor Arnold Schwarzenegger.

I the undersigned agree with all the stated *Terms & Conditions* above as part of my participation in GE2010 event between the dates of April 9, 2010 and May 1, 2010.

Signed: _____ Date: _____

Signed: _____ Date: _____

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