



Wine On The Road, LLC



Additional Terms and Conditions: Effective as of 9/21/11

Participant's signature on any of Wine On The Road's or affiliated company's Booking and Registration forms signifies that the participant has read and accepted these and all other Terms and Conditions published as of the date of signature. These Additional Terms and Conditions can be downloaded, or a participant can receive copies by email or fax.

Participants must mail such email or fax requests to Wine On The Road, LLC, at 84 Spruce Street #106, Denver, CO 80230 or scan and e-mail to tour@wineontheroad.com.

1. Participants grant permission to Wine On The Road, LLC, and all affiliated companies the right to utilize images and likenesses obtained during the tour in their promotional materials. This is a revocable license that may be withdrawn upon written request by the participant.
2. Participants understand that tour organizers, including Wine On The Road, LLC, Serendipity Ventures, Inc., Custom Travel Inc and The Travel Society LLC, are not the source or supplier of the requested travel services and act solely as agents for the actual supplier of such services. Participants have been advised that the suppliers whose names appear in the information supplied are those who are actually responsible for providing the purchased travel services. Participants consent to and request the use of those suppliers and agree not to hold tour organizers responsible should any of these suppliers: 1) fail to provide the purchased travel services; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes any sort of injury damage, delay or inconvenience.
3. Participants accept that the tour organizers are not responsible for, nor will participant attempt to hold them liable for any injury, damage or loss that may be suffered on account of any conditions, actions or omissions that are beyond their reasonable control, including but not limited to natural disasters, unpredictable circumstances, accident, sickness, medical evacuation, lost or damaged baggage.
4. Participants understand that the tour organizers will make all reasonable efforts to ensure that listed lodgings, Wine Sherpas and other VIP hosts will lodge, lead and participate as described in each tour. However, in the event of sickness, death or other event that prevents or makes onerous such lodging, leadership and participation, the tour organizers reserve the right to substitute appropriate lodging and personnel as required at no additional charge.
5. Participants agree to review all travel documents for accuracy upon receipt and understand that they may contact the tour organizers if they have any questions. Participants also understand that discounted pricing typically involve restrictions and that changing any aspect of travel arrangements may result in the payment of additional fees and charges.
6. It is specifically understood and agreed that this agreement is of critical importance to the operations and interests of both parties, and that any breach of the terms, covenants or conditions herein by either party will cause irreparable harm to the other party that may not be reasonably or adequately compensated by damages. Therefore, in addition to monetary

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damages and any other remedies that may be available, whether under this or any other agreement between the parties, or by operation of law of in equity, each party agrees that his obligations hereunder shall be enforceable by injunctive relief, both preliminary and permanent.

7. This agreement shall be binding upon and inure to the benefit of the parties and to their successors, transferees and assigns.
8. This agreement shall be construed in accordance with the laws of the State of Colorado and laws of the United States. All parties hereby consent to jurisdiction and venue in the courts of Denver County and the State of Colorado, and in the Federal District Court for the District of Colorado. In any suit, proceeding or action to enforce any term, condition or covenant of this agreement or to procure an adjudication or determination of the rights of any of the parties, the substantially prevailing party shall be entitled to recover from the other party reasonable sums as attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including appeal, which sums shall be included in any judgment or decree entered herein.
9. The waiver of any breach of any provision of this agreement or failure to enforce any provision hereof by any party shall not operate or be construed as a waiver by any party of any subsequent breach by any party.
10. Except as specifically permitted in this agreement, notices given to either party under this agreement will be in writing, sent to the other party's last known address, and delivered in person, by certified or registered mail, by facsimile, or by courier such as Federal Express. Notices so given will be effective when sent.
11. No parties make any warranties, whether express, implied or arising by custom or trade usage. All parties specifically disclaim all warranties of merchantability and fitness for particular purpose.
12. All rights and licenses granted under or pursuant to this agreement are, and will otherwise be deemed to be, for the purposes of Section 365(n) of the United States Bankruptcy Code, licenses or rights to "intellectual property."
13. Except as specifically permitted in this agreement, no party may assign this agreement to any third party without the written consent of all other parties.
14. Any amendments or modifications to this agreement must be in writing, and must be signed by authorized representatives of each party.
15. This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same documents. All counterparts will be construed together and will constitute one and the same document. A signature on a facsimile will be deemed to be an original signature.
16. The failure of any party at any time to enforce any provision of this agreement will not be construed as implying a waiver of such provision or of the right of that party to enforce it subsequently.
17. Any delay or failure of a party in the performance of its obligations hereunder may be suspended if and to the extent caused by acts of God, strikes or slowdowns, fire, flood, windstorm, explosion, armed conflict, riot or sabotage, court or agency injunction, and other causes beyond the reasonable control of the party affected, on the condition that proper notice of the force majeure event causing such delay or failure is given by such party to the other within a reasonable time after the event occurs, and each of the parties hereto will be diligent in attempting to remove such causes.
18. The clause headings and general arrangement of this agreement are for convenience of reference only and will not affect its construction.

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19. Should any provision of this agreement be discovered, held or declared (whether formally or informally) by any competent authority to be legally void or unenforceable then that provision will be deemed for all purposes to be severed from all other provisions of this agreement, which other provisions will continue in full force and effect.
20. This agreement constitutes the entire agreement among the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings.

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