

CAESARS ENTERTAINMENT - TOTAL REWARDS AIR TOUR PARTICIPANT AGREEMENT

This agreement sets forth the terms and conditions under which Caesars Enterprise Services, LLC ("Charter Operator" or "we") agrees to provide you the Charter Flight(s) included on your Tour & Travel Acknowledgment, which is incorporated by reference, in return for payment of the amount indicated as the total Charter Price.

1. General/Services

- a. The Charter Price, Departure Date, Return Date, Origin City, Destination City and Tour Itinerary are set forth on your Tour & Travel Acknowledgment. Any tips or gratuities not specifically mentioned as included in the total Charter Price will be at your discretion. Except for "major changes," as described below, no refund will be made for any accommodations or services included in the Charter Price which you voluntarily do not use.
- b. This Charter Flight will be performed by either Sun Country Airlines using a Boeing 737 with a maximum of 160 public charter seats or Swift Airways using a Boeing 737 with a maximum of 150 public charter seats or Elite Airways using a CRJ 200 or CRJ 700 with a maximum of 70 public charter seats or Ultimate Jet using a Dornier 328 with a maximum of 30 public charter seats. The air carrier reserves the right to substitute aircraft if necessary. Charter Operator reserves the right to substitute another air carrier if necessary.
- c. Each charter participant is allowed to bring one (1) piece of checked baggage no larger than 62 inches in linear dimension or heavier than 50 lbs. (22 kilograms). No baggage fees will be charged for these allowances.
- d. A credit card charge in the amount of the Charter Price and a signed contract is required to secure reservations.
- e. Your payments are protected in part by a surety bond that Caesars Enterprise Services, LLC has obtained from Lexon Insurance Company of Texas. Unless you file a claim with us, or, if we are not available, with the securer, within 60 days after the completion of the Charter Flight, the securer will be released from all liability to you under the surety bond.
- f. Trip cancellation, health, and accident insurance are available. We strongly recommend it. This important, low-cost protection can save you money if you are forced to cancel or alter your trip. If you are interested in receiving more information about this coverage, please contact CSA Travel Insurance and Assistance Services at (800) 348-9505 direct. Cancellation insurance is provided by independent third parties. Charter Operator, and/or its agents, do not guarantee payment under any cancellation insurance policy or the viability of an insurance company.

2. Major Changes/Cancellation by Charter Operator

- a. If we make a major change prior to departure, you have the right to cancel and receive a **full** refund. The following are major changes: (1) a change in the departure or return date, unless the change results from a flight delay experienced by the air carrier (if, however, the delay is longer than 48 hours, it will be considered a major change); (2) a change in the origin or destination city, unless the change affects only the order in which cities named in a tour package are visited; (3) a substitute of any hotel not listed in this contract; and (4) a price increase of more than 10 percent occurring 10 or more days before departure. In no event can we increase your price less than 10 days before departure.
- b. If a major change must be made in the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If, less than 10 days before scheduled departure, we become aware that a major change must be made, we will notify you as soon as possible. **Within 7 days after receiving notification of a major change, but in no event later than departure, you may cancel your reservation and you will receive a full refund within 14 days after canceling. If a major change occurs after the departure of the flight which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment which applies to the services not accepted.**
- c. If we must cancel the charter, we will notify you by phone or in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. **We have no right to cancel the charter less than 10 days before departure except for circumstances that make it physically impossible to perform the charter trip.** If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the charter is canceled, we will make a full refund to you within 14 days after cancellation.
- d. To the extent consistent with applicable laws and regulations, we may cancel any charter participant's participation in a particular charter or charters at any time due to any of the following: (1) whenever such action is necessary to comply with any government regulation, directive, or request; (2) if the charter participant refuses to permit the search of his or her person or property for explosives or a dangerous weapon or article or for any other security-related reason; (3) if the charter participant refuses to produce identification that reflects the same full name information displayed on their participant's tour contract; (4) if a charter participant fails or refuses to comply with the rules, regulations, and conditions of carriage of the Air Carrier; (5) when cancellation may be necessary for a charter participant's safety or the safety of other charter participants in the event that a charter participant: (a) displays disorderly, abusive, or violent behavior (other than that involving a qualified disabled individual whose appearance or involuntary behavior may offend, annoy, or inconvenience other charter participants or crew members); (b) is barefoot; (c) is unable or unwilling to sit in an aircraft seat with the seat-belt fastened; (d) appears intoxicated or under the influence of drugs (other than a qualified disabled individual whose appearance or involuntary behavior may make them appear to be intoxicated or under the influence of drugs); (e) has a malodorous condition (other than individuals qualifying as disabled); (f) attempts to interfere with any Charter Operator personnel or member of Air Carrier's flight crew in the performance of their duties; (g) is seriously ill and fails to provide a physician's written permission to participate in the tour; (h) is blind, deaf and unaccompanied, unless such charter participant is able to communicate with Charter Operator and/or Air Carrier representatives by physical, mechanical, electronic, or other means; (i) requires unusual or unreasonable assistance or medical treatment during the tour, unless such charter participant is accompanied by another charter participant capable of providing the necessary assistance or medical treatment; (j) is unwilling or unable to comply with no-smoking requirements; and (k) has a mental disability that renders them unable to comprehend or respond to safety-related instructions, unless such charter participant is accompanied by another charter participant; or (l) is known to have a communicable disease or infection which has been determined, by the U.S. Surgeon General, the Centers for Disease Control and Prevention, or other public health authority knowledgeable about the disease or infection, to be transmissible to other persons in the normal course of the tour. If, however, the charter participant with the communicable disease or infection presents a medical certificate giving approval to travel and stating any conditions for travel, we shall allow the charter participant to participate in the tour unless it is not feasible to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of the tour. Charter Operator is not liable for its cancellation of any charter participant's tour participant contract in accordance with the terms of this paragraph, but will, at the request of the charter participant, refund the amount of any unused portion of the tour price in accordance with its refund policies. Charter Operator will not be responsible for compensatory or punitive damages and a refund will be a charter participant's exclusive remedy.

3. Major Changes/Cancellation by Charter Participant

a. **If you cancel your reservations, you will receive no refund, except under the limited circumstances set forth below.** Notification of cancellation should be called either to the booking agent or to our reservation department. Cancellation charges are effective from the day that you advise us of your cancellation.

i. You will be given a full refund if you cancel your reservation more than thirty (30) days before departure.

ii. Cancellation less than thirty (30) days prior to flight departure date will result in \$400 per reservation cancellation fee. This fee will be charged to the credit card received at the time of booking or on file with Charter Operator, deducted from any refund due or if a valid credit card is not available or does not have sufficient funds, Charter Operator reserves the right to deduct Total Rewards Credits from primary customers account or to directly bill customer.

iii. You will be given a full refund, less a \$25 per person service fee, if: (a) you provide a substitute charter participant for your reservation before canceling, or (b) Charter Operator is able to resell your canceled reservation (both as evidenced by a full manifest for the flight and subject to availability).

1. Cancellations under 2 hours of flight time or failure to check-in for flight will not qualify for a refund except for reasons stated in section 3.iv.

iv. You will be given a full refund if you cancel because: (a) of a medical emergency (physician's note must be provided); (b) you or your companion decease before the departure (your "companion" is the person who is your confirmed scheduled roommate during the tour); or (c) of the death of an immediate family member (death certificate or other evidence must be provided) .

v. Delays due to weather-related issues will not constitute sufficient grounds for cancellation unless the new arrival or departure time is greater than four (4) hours from the original time or results in the flight departure moving to the next day.

vi. Any requests for a refund must be emailed or mailed to Caesars Entertainment within 14 days of cancellation date by the individual who booked the reservation. Please include first and last name, Total Rewards number, trip date, confirmation number, departing city and destination.

1. Email: ESSAirCharter@caesars.com ; Subject Line: Refund Request - Last name, First Name, TR#

2. Address: Caesars Enterprise Services, LLC, Attention: Total Rewards Air Refunds, 3645 Las Vegas Blvd. So. Las Vegas, NV 89109

4. Liability

a. **Charter Operator as the principal, is responsible to you for arranging and providing all of the services and accommodations offered in connection with these charter flights, provided, however, that in the absence of negligence on Charter Operator's part, Charter Operator is not responsible for personal injury, property damage, or other loss or expense caused by the air carrier, any other hotel, or supplier(s) of any of the other services being offered or provided in connection with the Charter Flight.**

b. For all domestic Charter Flights, the air carrier's liability is limited to \$3,400.00 per passenger total, for checked and unchecked baggage. For all international Charter Flights, the air carrier's liability is limited to 1131 Special Drawing Rights per passenger total, for checked and unchecked baggage. A passenger will be compensated for provable direct or consequential damages resulting from the disappearance of, damage to, or delay in delivery of a passenger's baggage that was in the air carrier's custody up to the limit of liability, provided the passenger has made reasonable effort to minimize the amount of damage. Actual value for reimbursement of lost or damaged property will be determined by the documented original purchase price less any applicable depreciation.

RIGHTS AND REMEDIES: The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies.

INTERNATIONAL FLIGHTS: For international flights, the operation of the flights is subject to the foreign governments involved granting landing rights for the flights. If the air carrier cannot obtain these rights, the flight will be canceled; and a full refund will be made to you automatically.

CHARTER OPERATOR INFORMATION:

Caesars Enterprise Services, LLC

One Harrah's Court

Las Vegas, Nevada 89119

I wish to sign up for the following flights:

Departure Date: _____ Return Date: _____
Origin City: Chicopee, MA Destination City: **Atlantic City, NJ**

I acknowledge the following as my Tour Itinerary:

Hotel: _____ # of Nights: _____ Ground Transportation: **Bus** Other Services: **Hotel Stay Included**

The Charter Price is \$ _____

PASSENGER NAME(S) ADDRESS TELEPHONE

(1) _____

(2) _____

Signature of Participant: _____

Date: _____

Email Address: _____