

# Terms and Conditions

These are the Terms and Conditions that apply to The Finger Lakes Wine Tour (Event), regardless of the date of payment. Please read them carefully as you will be bound by them.

By registering for the Event with Cow & Wine, you accept these Terms and Conditions. A registration is accepted and becomes definite once you make a payment and we send you a confirmation email. Even after this initial confirmation, there may be changes to your registration. Cow & Wine reserves the right to increase or decrease trip prices. Cow & Wine reserves the right to change or update these terms and conditions at any time and without advance notice.

## PAYMENT SCHEDULE

You may secure your spot for the Event with payment until the last day of ticket sales as listed below. Full payment is required to secure your spot (if any are still available).

**Balance Due Date:** 12:00 PM, March 28, 2025

## PRICING

All Event prices are quoted and payable in USD. Cow & Wine is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

## CANCELLATION BY YOU

Once paid, registrations are non-refundable and non-transferrable. For this reason, we strongly encourage you to purchase travel insurance.

## CANCELLATION / RESCHEDULE BY COW & WINE

Cow & Wine reserves the right to cancel or reschedule any trip for any reason, but will not cancel an Event less than 30 days before the Event except for Force Majeure, natural disasters, pandemic, travel bans, war, civil unrest or other unusual or unforeseen circumstances outside of Cow & Wine's control.

When an Event is canceled by Cow & Wine before the agreed date of the Event for any reason, you will receive a refund ***less any credit card processing fees and nonrefundable deposits we paid to local suppliers on your behalf***. We work with our Event vendors to minimize the amount of non-refundable costs and recover as much of your money as possible.

***Note: If you purchased travel insurance, you can file a claim with your travel insurance provider for reimbursement of the non-refundable portion of your Event registration. We can provide you with a receipt and notice of cancellation for this insurance claim.***

To cancel your retreat, please reach out to us at: [cowandwine@gmail.com](mailto:cowandwine@gmail.com) or call 267-471-4270. We will work with you to process your refund in a timely manner.

Cow & Wine is not responsible for any incidental expenses or consequential losses that the Registrant may have incurred as a result of the registration such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

### **AIRFARE**

Cow & Wine events do not include national or international airfare. You are responsible for your airfare and are responsible for any non-refundable expenses you incur in the event we cancel an Event (generally not less than 30 days before it begins). We highly recommend you purchase travel insurance for all your travel expenses.

### **TRAVEL + HEALTH INSURANCE**

Cow & Wine recommends you obtain travel medical insurance. Cow & Wine will not be responsible for medical emergencies.

### **MEDICAL CONDITIONS + SPECIAL REQUIREMENTS**

You must notify us in writing during the process of registration (on your registration form) of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and/or any medical condition. This includes any symptoms of Covid-19 or your suspected exposure to the virus that causes Covid-19. Failure to notify us of such a medical condition may result in your being refused travel, in which case you are bound by the cancellation terms as laid out here.

### **EVACUATION PROCEDURES AND COSTS**

Evacuation costs are to be covered by the person being evacuated. You may file a claim with your travel insurance company to try to recoup any additional costs related to injury or illness treatment or travel.

### **REQUIRED TRAVEL DOCUMENTS**

Valid Passport: You must have a valid passport required for entry, departure and travel to Event destinations outside the U.S. (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The registrant accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the retreat and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by Cow & Wine regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the registrant.

and Cow & Wine is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

If other documentation is required by the country, state or county (such as proof of vaccination, health declaration, affidavit, Covid-19 test results, etc), we do our best to relay that information to you during the event planning period. However, it is ultimately your responsibility to have all the required documents completed prior to departure.

### **SUPPLIERS + INDEPENDENT CONTRACTORS**

Hotels, shuttle services, guiding or other elements of a Cow & Wine event are provided by local suppliers who may themselves engage the services of local operators and/or sub-contractors. We at all times endeavor to appoint reputable and competent local suppliers, though we cannot guarantee a certain standard of service quality or performance as these contractors are outside our direct control.

### **EVENT ITINERARY CHANGES**

Cow & Wine and its partners reserves the right to alter event programs and itineraries due to weather, road conditions, local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, natural disasters and other unforeseeable factors. We accept no responsibility for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, natural disasters, changes in schedules or other similar causes. Cow & Wine and its partners do not assume responsibility for accidents or deaths that can be traced to the registrants' negligence, acts of third parties or exterior circumstances.

In the event a registrant elects to not participate in any part of the event itinerary, the registrant is not entitled to any refund.

### **SAFETY + TRIP ENJOYMENT**

We take your safety and well-being very seriously, which is why we partner with accredited tour operators, licensed guiding companies and other trained professionals for our Cow & Wine events where applicable. However, you are ultimately responsible for your safety. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by Cow & Wine and/or local guides and instructions given by them.

Cow & Wine reserves the right to prohibit any registrant from continuing on a trip or participating in any event activities, with no right of refund if, in our opinion, that registrant's actions pose a threat to their own safety or that of others, or seriously jeopardizes the enjoyment of the other participants. The decision of Cow & Wine or any Cow & Wine representative will at all times be final on all matters likely to affect the safety and well-being of the event. All registrants must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and Cow & Wine will not accept responsibility or liability for any registrant who contravenes any laws or other regulations of any country, state, or county visited.

## **HEALTH + FITNESS**

Most of our events should not be overly strenuous for people who are healthy and reasonably fit. You are expected to carry your own luggage and supplies. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of registration (on the registration form). If your health or fitness changes between the time of registration and the event date, you must notify us ([cowandwine@gmail.com](mailto:cowandwine@gmail.com)) of these changes before the event starts.

## **PHOTOGRAPHY**

In the course of participation in an event, photos or video may be taken by participants, guides or Cow & Wine representatives. These images may be used in any Cow & Wine materials, website, Facebook, etc., unless you specifically request that we not use any material in which your image is depicted. Otherwise, you agree to allow Cow & Wine perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

## **CLAIMS + COMPLAINTS**

If you have a complaint, please first inform a Cow & Wine representative at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact us ([cowandwine@gmail.com](mailto:cowandwine@gmail.com)) while at the event in order to give us the opportunity to rectify the matter. Failure to indicate dissatisfaction during the event will result in your ability to claim compensation from us being extinguished or at least reduced. If satisfaction is still not reached through these means while at the event then any further complaint must be put in writing to Cow & Wine within 15 days of the end of the event.