Carnival Curated Terms & Conditions

Welcome to Carnival Curated!

This agreement is between you (referred to as the 'Customer', 'Client', or 'Package Holder') and **Carnival Curated** (also referred to as 'we', 'us', 'our', or the 'Company'). It outlines the terms and conditions governing our relationship and how we will work together.

These terms are essential. You cannot purchase our services or participate in our events without agreeing to them. By making a purchase (whether a reservation, booking, or package) and participating in our events, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions.

Please review them carefully before proceeding with any bookings or purchases.

1. Your Carnival Curated Account

By creating an account with Carnival Curated, you confirm that you are at least 18 years old and that all the information provided is accurate, complete, and up to date.

- You are solely responsible for maintaining the confidentiality of your account and password, including restricting access to your computer or device.
- You accept full responsibility for all activities conducted under your account, username, and password.
- You agree to notify us immediately if you become aware of any security breach or unauthorized use of your account.
- You may not register an account in a way that misrepresents your identity or falsely implies an affiliation with another person or organization.
- You affirm that your profile does not include any illegal, unethical, defamatory, offensive, fraudulent, private, or copyrighted content.
- Carnival Curated will not be held liable for any actions or omissions on your part, including any resulting damages of any kind.

2. Reservation Policy

To secure your reservation, a minimum deposit is required at the time of booking. The remaining balance must be paid in full no later than 60 days prior to the start of your trip.

- For bookings made between 90 and 60 days before your experience begins, 50% of the total cost is due at the time of booking.
- For bookings made between 60 and 30 days before the experience begins, full payment (100%) is required at the time of booking.

Ownership of the package remains with Carnival Curated until the full payment has been received and collected by the designated package holder.

Failure to comply with the payment terms will result in the cancellation of your reservation. In such cases, no refunds will be issued, and you will forfeit access to any components of your package, including but not limited to hotel accommodation, and event access.

By booking with Carnival Curated, you acknowledge that all services are time-sensitive, may involve third-party providers, and all bookings are subject to availability.

3. Travel And Cancellation Insurance

You are responsible for securing your own travel insurance. This insurance should cover the entire duration of your trip and include protection for (but not limited to) – medical expenses, injury, death, repatriation, trip cancellation for any reason (CFAR), trip interruption for any reason (IFAR), and trip curtailment, among other risks.

We strongly recommend reviewing your policy carefully to ensure it does not exclude coverage for any activities included in your tour. Please make sure your insurance meets your specific needs and consider purchasing additional coverage if necessary.

4. Cancellation and Refund Policy

If you cancel your reservation within **48 hours** of booking, Carnival Curated will refund all payments you have made, minus any processing fees incurred.

After this 48-hour window, **all payments are final and non-refundable**. If you change or cancel your booking after the 48-hour period, you will not get a refund from Carnival Curated, regardless of COVID-19 or any pandemic situation, family emergencies, job situations or military training or deployment.

Instead, you should contact your travel insurance provider to file a claim for any potential reimbursement.

You may give or sell your reservation to another customer so they can use it instead of you. However, the money you paid for the reservation cannot be transferred or credited to that other person.

If a client fails to show up or cancel late, **no refunds or credits** will be given.

Please note, if you cancel for any reason, you are still responsible for paying for any customized or personalized items included in your booking—such as event tickets, monogrammed merchandise, or tailored experiences—that have already been ordered, prepared or reserved for you. Carnival Curated will notify you of these charges, and payment must be completed.

5. Final Payment & Chargeback Policy

Because of the nature of our services, all payments are final and non-refundable once bookings or arrangements have been made on your behalf. By making a payment, you agree not to dispute or initiate a chargeback for services that have been rendered or booked in your name. You acknowledge that all credit card charges are final, binding, and may not be reversed, challenged, or contested—now or in the future.

Initiating a chargeback after services have been provided is considered a **material breach of this agreement**, and Carnival Curated reserves the right to seek reimbursement for:

- The full amount disputed,
- Legal fees,
- Administrative costs, and
- Any additional fees related to handling the chargeback.

If the amount submitted by Carnival Curated for the cost of the chargeback is not paid within **30** days of notice from Carnival Curated, the balance will be sent to a collection agency. Carnival Curated also reserves the right to pursue any other legal action to recover the full amount.

Additionally, you agree that **proof of purchase or booking confirmation by Carnival Curated is sufficient evidence** for any bank or credit card company to deny your chargeback request.

6. Cardholder Verification & Fraud Prevention

To safeguard our clients and prevent fraudulent activity, Carnival Curated has implemented the following security protocols:

- **Secure Checkout:** All payments are processed using SSL-encrypted technology to ensure the highest level of data protection during checkout.
- **Digital Agreement Confirmation:** Clients are required to review and sign a digital confirmation agreement prior to payment processing.
- Package Collection Policy: To prevent unauthorized access, the individual collecting the package (either the Package Holder or their authorized agent) must present at least one valid, government-issued photo ID at the time of collection.

Failure to complete the required verification steps may result in **delays or the cancellation** of your reservation.

7. Accommodation

If you are traveling as part of a group and have chosen to share a room with other members of your party, please note the following:

In the event that **one or more of your roommates cancel**, the **remaining guests will automatically assume responsibility for the full cost of the accommodation**. This means your

individual reservation price **will increase** to reflect the reduced number of occupants sharing the total cost.

By booking shared accommodations, you and your roommates agree to this adjustment should any cancellations occur.

8. Transportation & Transfers

Carnival Curated provides **airport transfers and ground transportation** for designated airport(s), your accommodation, and the scheduled activities included in your reservation and itinerary. **Any additional transportation requests** outside of the provided itinerary will incur an **extra fee**.

You will receive a copy of your **detailed travel itinerary** in advance via **WhatsApp or email**. Please note that the transportation schedule is subject to change at any time.

If there is a **delay in your arrival** for pickup:

- A late fee of \$35 USD will be charged for wait times between 15 and 30 minutes, payable immediately.
- After **30 minutes**, the transportation will **depart without you**, and you will be **responsible for arranging your own transportation** to or from the venue.

9. Liability Disclaimer

Carnival Curated is **not responsible for any injuries, losses, damages, or incidents** that may occur during your carnival experience. By participating, you acknowledge and accept full responsibility for your **personal safety**, well-being, and conduct throughout the event. Clients are also expected to **comply with all event rules, local laws, and safety regulations** at all times.

10. Communication Requirements

You agree to always have on your person a working mobile device with an active data plan throughout your reservation. This device must be capable of making calls as well as sending and receiving messages via messaging apps. Additionally, you agree to have **WhatsApp installed and active** on your device for the entire duration of your trip to facilitate timely communication with the Carnival Curated team.

11. Pricing & Availability Disclaimer

The total cost of your reservation is **subject to change without prior notice** based on pricing updates from third-party suppliers. By booking with Carnival Curated, you acknowledge and agree to accept any and all **price adjustments** to your reservation that may arise due to increases imposed by these external providers.

While we strive to fulfill all aspects of your reservation—such as preferred hotels, carnival bands, or ticketed events, **availability is not guaranteed**. If we are unable to fulfill a specific request, you will be **notified promptly** and **refunded accordingly** for the unavailable item or service.

12. Early Departure Policy

If you choose or are required to return home early, **Carnival Curated is unable to refund any unused portions** of your travel arrangements. In cases where there is **no valid complaint** regarding the quality of accommodation or services provided, **no refunds or compensation** will be issued for the incomplete portion of your experience, nor will we cover any additional expenses incurred as a result of early departure.

We strongly recommend consulting your **travel insurance provider**, as coverage for trip curtailment may be available depending on your policy.

13. Third-Party Services & Supplier Terms

Carnival Curated operates as a **facilitator** between clients and third-party service providers (such as hotels, transportation companies, event organizers, and others). As such, we are **not liable for any disruptions**, delays, cancellations, or service failures caused by these third parties.

Your reservation is also subject to the **independent terms and conditions** of each third-party supplier—including, but not limited to, their **no-refund policies**. It is your responsibility to **review and understand** these additional terms, which are typically available on the supplier's official website. By proceeding with your booking, you **agree to comply** with all applicable third-party conditions.

Carnival Curated will not be held responsible for any violations—**intentional or unintentional**—of a third party's terms and conditions. If such a breach results in your inability to complete any portion of your reservation, **no refunds or credits will be issued**.

14. Reservation Changes & Cancellations

Carnival Curated reserves the right to **cancel or modify** the itinerary of any reservation. In the unlikely event that we must cancel your trip for any reason, you will be offered the following options at no additional cost:

- Transfer your booking to a future departure date for the same destination
- Transfer your booking to a future departure date for a different destination of equivalent value

Please note that **weather conditions or other unforeseen factors** may cause delays or make it impossible to complete parts of your reservation. In such cases, **no refunds will be provided**.

Carnival Curated is **not responsible for any additional expenses** incurred due to delays or itinerary changes associated with weather or other factors, such as flight changes, airline rebooking fees, extra hotel nights, or other related costs.

15. Media Release Consent

By booking with Carnival Curated, you acknowledge and agree that photographs, videos, or other recordings may be taken during events or experiences. You grant Carnival Curated and its affiliates the irrevocable, worldwide, royalty-free right to use, reproduce, publish, distribute, and display such media in any format or medium for promotional, marketing, and commercial purposes without further notice or compensation. If you do not wish to be photographed or recorded, please notify Carnival Curated in writing prior to all events

16. Force Majeure

Except where explicitly stated otherwise in these conditions, Carnival Curated cannot accept liability, provide refunds, or pay compensation if the performance or timely fulfillment of our obligations to you is prevented, delayed, or affected due to events beyond our or our suppliers' control ("Force Majeure"). This includes any injury, damage, loss, or expense you may suffer as a result.

For the purposes of these Booking Conditions, **Force Majeure** refers to any circumstance or event that could not have been avoided despite all reasonable efforts. Examples include, but are not limited to:

- · War, terrorism, or threats thereof
- Civil unrest or strife
- Significant health risks, such as outbreaks of serious disease at the destination
- Natural disasters like floods, earthquakes, hurricanes, severe weather conditions that make safe travel impossible. Etc.
- Actions by any government or local authority, including port or river authorities
- Industrial disputes, strikes, or labor actions
- Nuclear incidents or disasters
- Fire or unavoidable technical problems with transportation
- Any other similar events beyond the control of Carnival Curated or its suppliers

17. Code of Conduct

Harassment-Free Experience

Carnival Curated is committed to ensuring a safe and welcoming environment for everyone, regardless of gender, gender identity or expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion (or lack thereof), or technology preferences. Harassment of any kind is strictly prohibited.

We do not tolerate harassment of clients, staff, or partners in any form. Sexual language and imagery is not acceptable at any indoor or outdoor events, including but not limited to tours, workshops, parties, or online platforms.

If you experience harassment, witness it happening to someone else, or have any concerns, please contact a Carnival Curated representative immediately. Anyone asked to stop any harassing behavior is expected to comply immediately. Customers who violate this policy may have their reservation cancelled without a refund, at the sole discretion of Carnival Curated.

Respectful Behavior

All clients are expected to treat others with respect, kindness, courtesy and consideration. Discriminatory, hate speech, verbal abuse, bullying, offensive, or aggressive behavior of any kind – online or in person – will not be tolerated.

Safety and Compliance

Clients must comply with all local laws, event guidelines, venue rules, safety instructions, legal requirements and directions from Carnival Curated representatives or third-party providers. Unsafe behavior, refusal to follow instructions, or interfering with the operation of events may result in removal from the experience without a refund.

Privacy and Confidentiality

Respect the privacy of your fellow travellers and staff. Do not photograph, film, or record individuals without their clear and direct consent. Sharing private/personal information, photos, or recordings of others without permission or consent is prohibited.

Environmental Responsibility

Clients are expected to be environmentally conscious and respectful of the destinations visited. Dispose of waste/trash properly, avoid damaging local environments, minimizing their ecological impact, and participate in activities with sustainability in mind.

Reporting Violations

If you witness or experience any behavior that violates this Code of Conduct, please report it immediately to a Carnival Curated representative. All reports will be taken seriously and addressed discreetly.

18. Passport, Visa, Health & Immigration Requirements

It is your sole responsibility to ensure that you meet all passport, visa, health, and immigration requirements applicable to your travel itinerary. While Carnival Curated may offer general guidance, we are not legal experts and cannot be held liable for any incomplete or outdated information provided.

You must verify the most current requirements for your personal circumstances with the appropriate Embassies, High Commissions, Consulates, and your healthcare provider, where applicable. These requirements are subject to change, and you should confirm them well in advance of your departure.

Please note that many countries require passports to be valid for at least six (6) months beyond the date of your return. If your passport is due to expire soon, we strongly recommend consulting with the embassy of the country you are visiting as soon as possible.

Failure to obtain or comply with the necessary travel documentation (passport and visa requirements, etc.) or health formalities may result in denial of boarding, refusal of entry, or other

travel disruptions. Carnival Curated does not accept any responsibility or liability for your inability to travel, or for any associated costs or losses incurred due to non-compliance.

You further agree to indemnify and reimburse Carnival Curated for any fines, penalties, or losses we may incur as a result of your failure to comply with applicable passport, visa, immigration, or health requirements.

19. Medical Conditions, Disabilities & Special Requirements

Carnival Curated is not a specialist provider of tours for persons with disabilities; however, we are committed to doing our utmost to reasonably accommodate special requirements whenever possible.

If you have a medical condition, disability, or any other circumstance that may impact your participation in the trip—or that may affect the experience of others—you must inform us **prior to confirming your booking**. This includes any needs that may affect the booking process, travel arrangements, accommodation, or participation in scheduled activities. Providing this information in advance allows us to assess the suitability of the tour for your specific needs and determine what reasonable adjustments, if any, can be made.

You are also required to notify us immediately if there is any change in your condition or circumstances after your booking has been confirmed.

In some cases, we may request a medical certificate from a licensed healthcare professional confirming that you are fit to participate in the tour. If, acting reasonably, we determine that we are unable to meet your needs, we reserve the right to decline or cancel your booking. If you fail to disclose relevant information at the time of booking, and we later determine that we cannot accommodate your requirements, your booking may be cancelled, and the applicable cancellation charges will apply.

20. Dispute Resolution & Arbitration Agreement

At Carnival Curated, we are committed to customer satisfaction and fair conflict resolution. In the event of any dispute, claim, or disagreement arising out of or related to your use of our website, our services or products, customer service interactions, marketing representations, or our Privacy Policy ("Claims"), you agree to first attempt to resolve the matter informally through mediation.

Initial Dispute Resolution

You agree to give Carnival Curated the opportunity to address and resolve any Claims by contacting our Customer Support team at help@yourcarnivalcurated.com or by phone at (876) 812-4887. We will attempt to resolve your concerns in good faith within 60 days of receiving notice of the issue.

Binding Arbitration

If we are unable to resolve your Claims through mediation within 60 days, the dispute will be resolved through **binding arbitration**, rather than in court. You may, however, assert qualifying Claims in small claims court on an individual basis (if they qualify).

This arbitration agreement applies to all Claims against Carnival Curated, its affiliates, suppliers, or third-party partners providing services or products through our platform (all of whom are considered beneficiaries of this arbitration agreement). It also applies to any Claims that arose before you accepted these Terms, even if earlier versions of our Terms did not include arbitration provisions.

Arbitration is less formal than court and does not involve a judge or jury. However, the arbitrator has the authority to grant the same relief that a court could, including monetary damages, attorney's fees, and injunctive or declaratory relief.

Initiating Arbitration

To begin arbitration, you must send a written request describing your Claims to:

Carnival Curated Legal: Arbitration Claim Manager

Email: help@yourcarnivalcurated.com

If we initiate arbitration against you, we will notify you using the contact information you provided at the time of booking or registration.

No Class Actions

All arbitration proceedings shall be conducted on an **individual basis only**. You agree not to pursue any Claims as a plaintiff or class member in any purported class, consolidated, or representative action. If for any reason a Claim proceeds in court rather than arbitration, **both parties waive the right to a jury trial**.

21. Miscellaneous

Severability

If any provision of these Terms of Service is determined to be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and modified to the minimum extent necessary to be valid and enforceable. All remaining provisions shall continue in full force and effect.

Age Restriction

All Carnival Curated travel experiences are **strictly limited to individuals 18 years of age or older**. By booking with us, you confirm that you meet this age requirement.

Apparel Size Disclaimer

Carnival Curated is not liable for incorrect sizing of costumes, t-shirts, pants, undergarments (including bras of any type), vests, tank tops, or any other apparel items. Sizes submitted by customers are forwarded directly to third-party suppliers, and we cannot guarantee fit or accept responsibility for discrepancies.

22. Privacy & Data Protection

Carnival Curated is committed to protecting your privacy. Our platform is built using PHP Laravel, a secure and reliable framework that supports robust functionality and safeguards your personal

information. All customer data is securely stored, and we adhere to **PCI-DSS** (**Payment Card Industry Data Security Standards**) to ensure safe and compliant payment processing.

All transactions are conducted via **SSL-encrypted Secure Checkout**, providing advanced protection for your sensitive payment details.

For comprehensive information on how we collect, use, and protect your data, please review our full **Privacy Policy**. By accepting these Terms of Service, you also acknowledge and agree to the practices outlined in our Privacy Policy.

23. Acknowledgment and Acceptance of Terms

By using with the services offered by Carnival Curated, you ("the Client") expressly acknowledge that you have read, understood, and agree to be legally bound by these Terms & Conditions in their entirety. Acceptance of these terms is conclusively evidenced by any one or more of the following actions:

- Checking the box labeled "I have read and agree to the Terms & Conditions" at the time of checkout or booking;
- Completing a reservation or purchase through our website or affiliated platforms;
- Signing any electronic or physical agreement issued by Carnival Curated prior to service delivery.
- Making any form of payment, including but not limited to deposits, installment payments or full balances, constitutes as full and unconditional acceptance of these Terms & Conditions.

Such actions shall constitute your full, final, and irrevocable consent to all policies, disclaimers, and obligations contained within these Terms & Conditions, as well as any supplemental policies referenced herein (including but not limited to our Privacy Policy and Code of Conduct).

If you do **not** accept or agree with any portion of these Terms & Conditions, **do not proceed with any booking, payment, or use of our services**. You must **not** proceed with any interaction, transaction, or engagement with Carnival Curated or its affiliated services. Unauthorized use or continued engagement following notice of these terms may result in cancellation of services without refund and may expose you to legal liability.

24. Modifications to Terms

Carnival Curated reserves the right to amend, update, or modify these Terms & Conditions at any time, at its sole discretion. Any changes will become effective immediately upon being posted to our official website or otherwise communicated to clients. It is the responsibility of the Client to review the Terms & Conditions periodically to stay informed of any updates. Continued use of our services following the posting of any modifications shall constitute full acceptance of the revised terms.

25. Contact Information

Please contact us to report any violations of this Terms of Service or to pose any questions regarding this Terms of Service or the Service.

Carnival Curated

Email: help@yourcarnivalcurated.com

Website: www.yourcarnivalcurated.com

L Telephone: 1876-812-4887

By proceeding with payment and using our services, you confirm that you have read, understood, and agreed to these **Terms & Conditions**.