

## TERMS AND CONDITIONS

Any payment that is made to BennoVita Wine Tours and More, LLC (B.W.T.) constitutes your acceptance of the Terms and Conditions set forth herein. Please be sure that you read carefully and that you understand these Terms and Conditions prior to booking your tour.

### OUR BOOKING POLICY

B.W.T. dates are reserved when paid in full phone. All last minute reservations booked within 5 days or sooner of the tour date must be paid in full with no refund or rescheduling allowed.

### CANCELLATION POLICY

B.W.T. understands that in certain circumstances, your tour will need to be canceled or postponed. Because transportation and other elements of your B.W.T. tour have to be coordinated in advance, our cancellation policy is as follows:

#### A) Individual Cancellations:

- a) A non-refundable \$10.00 processing fee applies to each individual's reservation.
- b) If your reservation is 14 days or more prior to your scheduled tour, the balance of your fees (minus the \$10.00 processing fee per person) will be refunded.
- c) Your B.W.T. event can be rescheduled if done 14 days or more prior to your tour date and your entire payment (including the \$10.00 processing fee) can be applied to another B.W.T. tour within 3 months of the original tour date (all fees are non-refundable once a tour is rescheduled).

#### B) Group Reservation Cancellation Policy (3 or more individuals)

- a) A non-refundable \$10.00 processing fee applies to each individual's reservation.
- b) At the time of group reservation a credit card needs to be provided for guarantee purposes only. Should the reservations be cancelled within 14 days of the scheduled tour date, your credit card will be charged 50% of the total reserved seats.
- c) Should the number of booked tours on any given date be less than 4 people we reserve the right to cancel your tour and provide a refund or reschedule if preferred.
- d) If your reservation is cancelled 14 days or more prior to your scheduled tour date, the balance of your fees (minus the \$10.00 processing fee, per person) will be refunded.
- e) Your B.W.T. tour can be rescheduled if done 14 days or more prior to your tour date, and your entire payment (including the \$10.00 processing fee, per person) can be applied to another B.W.T. tour within 3 months of the original tour date (all fees are non-refundable once a tour is rescheduled). All last minute bookings made within 5 days or sooner of the tour date shall not be eligible for rescheduling or refunds. B.W.T. shall strictly adhere to the foregoing cancellation policy to protect its ability to run tours and maintain its pricing structure. No exceptions to the cancellation policy shall be granted.

### WAIVER AND RELEASE

All individuals must sign the Waiver and Release Agreement prior to participating in any B.W.T. tours.

### TOUR REQUIREMENTS

All individuals participating in a B.W.T. wine tour shall adhere to the following requirements:

- Responsible drinking and appropriate behavior is expected.
- Participants whose goal is to become intoxicated should not sign up for this tour.
- No smoking is allowed in our vehicles.
- No animals allowed.
- Tour guide gratuity is not included, but gratefully appreciated and graciously accepted.

### PRIVACY POLICY

B.W.T. respects your privacy and will keep your personal information confidential. Unless required by law or court order, B.W.T. will never give out any information to third-parties. Personal information is defined as information about you that is personally identifiable like your name, address, e-mail address, or phone number and information that is not otherwise publicly available. B.W.T. is a PCI compliant business and strives to ensure that your personal information will always be safeguarded through the most modern encryption technology. A secure SSL certification is utilized for all online purchases.

### ADDITIONAL POLICIES

All individuals agree to the following:

#### A) Tour No Shows

-If you have no shows in your party, the person whose credit card B.W.T. has on file holding the reservation will be charged automatically and immediately. Please understand that B.W.T. holds seats for reservations therefore no exceptions to this policy will be permitted.

#### B) What if I miss the bus?

-No refund shall be provided if you miss the bus, but B.W.T. will, where reasonable, wait fifteen (15) minutes and attempt to call you if you do not show up before we leave.  
-We will do our best to make all reasonable efforts to include everyone on the tour.

#### C) Credit Card Hold Notice

- If you are holding an entire groups reservation (3 or more individuals) with your credit, and a member(s) does not give 14 days' cancellation notice, your credit card will be charged a \$10.00 processing fee per member(s).

D) Sale Pricing/Refunds

-Although rare, B.W.T. reserves the right to offer sales and pricing discounts on an as-needed basis. Where a sale is offered, no price difference refunds shall be provided to any prior reservation.

## **TRADEMARK AND COPYRIGHT**

B.W.T. retains all rights, title, interest, including any applicable rights of trademark and copyright associated with this website including:

-All rights, title, and interest in all data and information furnished hereunder, symbols, software, URL's, designs, devices, or proprietary products owned by B.W.T. All other trademarks or copyrighted material not owned by B.W.T. that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by B.W.T.

## **LINKS TO OTHER WEBSITES POLICY**

B.W.T. website may contain links to other websites. B.W.T. is providing these links as a convenience to you, and the inclusion of any link does not imply an endorsement by B.W.T. of the site or any association with its operators. B.W.T. does not have control over, and is in no manner responsible or liable for, the availability and content of such websites. Any concerns regarding any product or service offered by a website to which B.W.T. website links should be directed to the operator of that specific website.

## **RESERVATION OF RIGHTS**

B.W.T. reserves the right to cancel any wine tasting tour due to acts of nature, road conditions, and unforeseen circumstances that would hinder the ability to conduct a tour. If B.W.T. is unable to rebook you on another favorable date, you will receive a full refund, which will constitute a full settlement and constitute your sole remedy as a result of the cancellation.

B.W.T. shall not be responsible for any additional expenses that may be incurred by a guest in relation to a cancelled tour including costs incurred due to travel delays, flight cancellations, overnight accommodations, sickness, and non-refundable air tickets and/or penalties associated with such tickets.

## **AGE REQUIREMENTS AND PHOTO IDENTIFICATION FOR WINE TOURS**

The legal drinking age in Ohio is twenty-one (21) years of age or older. Accordingly, the wine tours are only for persons twenty-one (21) years of age and older (no exceptions) as of the tour departure date. All participants must have a valid photo identification (ID) to participate in any B.W.T. wine tour. B.W.T. shall not be responsible for any visited establishments determination, of any person, not to be served alcohol, for any reason. No refunds shall be given if you do not have your ID or if any establishment makes a determination not to serve you alcohol.

You acknowledge that B.W.T. is not required to check your ID since it does not serve alcohol, and minors are not permitted on the wine tour. However, the guide reserves the right to see your ID if they deem appropriate. By being on the tour, you are representing yourself to be of the requisite legal age, and therefore agree to indemnify, defend and hold harmless B.W.T. from and against any claims that may arise from any misrepresentations made.

## **DISCLAIMER**

You assume all responsibility and risk for the use of this site and the internet generally. This site is provided by B.W.T. on an "as-is" basis. B.W.T. makes no representation or warranties of any kind, express or implied, as to the operation of the site or the information, content, materials, products or services included on this site. To the full extent permissible by applicable law B.W.T. disclaims all warranties, express or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose, non-infringement of intellectual property rights or other proprietary rights, and freedom from errors, viruses, bugs or other harmful components. B.W.T. shall not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, specials, incidental, punitive, consequential damages or damages resulting from any injury or death, loss of use, data, or profits, or business interruption arising out of or in any way connected with the use of the site, any portion thereof, or any hyperlinked website, whether based on contract, tort, negligence, strict liability or otherwise, even if B.W.T. has been advised of the possibility of such damages.

## **INDEMNIFICATION**

You hereby agree to indemnify, defend hold harmless B.W.T. from and against any suits, claims (actual or threatened), actions, losses (for bodily injury, death, property damage, loss of services or otherwise), damages and expenses including, but not limited to legal fees (including those incurred to enforce the right to defense and indemnity hereunder), arising out of your use of this site, your breach of any of the terms, covenants or conditions of these Terms and Conditions, or other claims against B.W.T. arising from these Terms and Conditions.

## **CHOICE OF LAWS.JURISDICTONS**

The Terms and Conditions are governed by the laws of Ohio. Any claims or disputes arising from these Terms and Conditions shall be venues in the Federal or State court of Ashtabula County, Ohio. You hereby waive any claim that you are not subject personally to the jurisdiction of said courts of that such suit or other proceeding is brought in an inconvenient forum.

## **CHANGES TO THESE POLICIES**

B.W.T. reserves the right to revise these Terms and Conditions at any time by updating this posting. You are bound by any such revisions and should therefore visit this page periodically to review the then current Terms and Conditions to which you are bound.