

Terms & Conditions for the Exodus Club

PART A: INTRODUCTION

1. These Terms and Conditions (“**Terms and Conditions**”) for the Exodus Loyalty Club (the “**Exodus Club**”) are between you, the customer, and “**Exodus Adventure Travels**” and override and supersede any previous terms and conditions in respect of the Exodus Club.
2. The specific legal entity of Exodus Adventure Travels governing your relationship under these Terms and Conditions is dependent upon where you are resident:
 - For residents based in the UK, these Terms and Conditions apply as between you and Exodus Travels Limited.
 - For residents based in the USA, these Terms and Conditions apply as between you and Exodus Travels USA, Inc.
 - For residents based in Canada, these Terms and Conditions apply as between you and Exodus Travels Canada, Inc.
3. The Exodus Club is made available by Exodus Adventure Travels to all customers who book directly with Exodus Adventure Travels that are resident in the USA, UK or Canada. Membership of the Exodus Club shall be automatic following the return from your first booking with Exodus Adventure Travels subject to, and in accordance with, these Terms and Conditions.
4. As a member of the Exodus Club you will be entitled to receive up to three (3) Exodus Signpost Magazines and one free calendar, each per calendar year (together, the “**Exodus Materials**”). Membership of the Exodus Club shall also entitle you to exclusive marketing, previews, discounts and other benefits (which differ depending on which Membership Tier (as defined below) you hold). Any and all communications in respect of such benefits shall be subject to paragraph 5.
5. Any and all Exodus Adventure Travels (as set out in paragraph 2) communications in respect of Exodus Club benefits, including exclusive marketing, previews, discounts and other benefits, will only be sent to members eligible to receive direct marketing communications in accordance with the applicable laws of their resident country in the UK, USA or Canada. Members who do not receive, or have opted out of receiving, marketing communications from Exodus Adventure Travels may request their Exodus Club Membership Tier (as defined below) benefits to be sent to them by the Customer Operations team at any time.
6. Each booking which is travelled on by you with Exodus Adventure Travels shall count towards accessing the Membership Tiers (as defined in paragraph 7) and, once you have accessed the applicable Membership Tier, you shall be provided with all of the benefits which are available to that applicable Membership Tier. Each eligible booking which is travelled on by you shall count towards your “**Membership Quota**”.
7. The “**Membership Tiers**” which are available as part of the Exodus Club shall be as follows:
 - Following the return of your first booking with Exodus Adventure Travels you shall become a “**Trailblazer Member**” of the Exodus Club.
 - Following the return of your second booking with Exodus Adventure Travels you shall become a “**Globetrotter Member**” of the Exodus Club.
 - Following the return of your seventh booking with Exodus Adventure Travels you shall become a “**Pioneer Member**” of the Exodus Club.
8. Each Membership Tier shall provide you with different benefits which are further set out in these Terms and Conditions (or otherwise may be communicated to you by Exodus Adventure Travels from time-to-time) and are collectively referred to in these Terms and Conditions as the “**Membership Rights**”.

PART B: TRAILBLAZER MEMBERSHIP

9. Following the return from your first booking with Exodus Adventure Travels you shall automatically become a Trailblazer Member of the Exodus Club.
10. Upon becoming a Trailblazer Member you will be provided with a credit up to the maximum value of £150 / US\$150 / CA\$175 which may be redeemed against either (1) one free night of pre-trip or post-trip accommodation as part of your booking, or, (2) one free room upgrade as part of your booking (the **"Trailblazer Benefit"**). You may only pick one of these benefits and it is not possible to benefit from both. Room upgrades are subject to availability and exclude single supplements.

The Trailblazer Benefit may only be used once and once used cannot be used for any future bookings.
11. The Trailblazer Benefit is personal to you and can only be used against the price of your booking. If travelling as part of a group then the Trailblazer Benefit shall not be available to any other members of your booking, unless they also benefit from any Membership Rights by virtue of their membership of the Exodus Club.
12. The Trailblazer Benefit must be used on your second booking made with Exodus Adventure Travels which must be booked within 12 months from the commencement date of your Trailblazer Membership. If the Trailblazer Benefit is not utilised within the first 12 month period following the commencement of your Trailblazer Membership then it will lapse and no longer be available for use. It cannot be extended or reinstated once expired.
13. Irrespective of whether you utilise the Trailblazer Benefit, you shall remain a Trailblazer Member of the Exodus Club unless, and until, you become a Globetrotter Member.

PART C: GLOBETROTTER MEMBERSHIP

14. Following the return from your second booking with Exodus Adventure Travels you shall automatically become a Globetrotter Member of the Exodus Club.
15. Upon becoming a Globetrotter Member you will be entitled to a 5% discount off of the cost of any subsequent bookings (subject to the exclusions in paragraph 26) (the **"Globetrotter Benefit"**). The Globetrotter Benefit may only be used on your third (3rd) to seventh (7th) bookings with Exodus Adventure Travels and may only be used for bookings which are made within 36 months following the return date of your previous booking upon which you travel as a Globetrotter Member (the **"Qualifying Period"**).
16. The Qualifying Period for which you will have to enjoy the Globetrotter Benefit will reset from the return date of your most recent booking taken as a Globetrotter Member. For example, once you return from your fourth (4th) booking with Exodus Adventure Travels, you will have 36 months by which to use your Globetrotter Benefit for future bookings.
17. If you cancel any booking that is made as a Globetrotter Member then the Qualifying Period will revert back to your most recent booking that you returned from as a Globetrotter Member for the purpose of calculating the Qualifying Period.
18. You will not be a Globetrotter Member if you have travelled on fewer than two Exodus Adventure Travels trips regardless of the number of future bookings you may have made with Exodus Adventure Travels. You will not be entitled to use of the Globetrotter Benefit until you have returned from your second Exodus Adventure Travels trip.
19. Irrespective of whether you utilise the Globetrotter Benefit, or you cease to use it during the applicable Qualifying Period, you shall remain a Globetrotter Member of the Exodus Club unless, and until, you become a Pioneer Member.
20. The Globetrotter Benefit can only be used against the price of your individual booking and not to any other passengers travelling in your group. If any other passengers in your booking are members of the Exodus Club then they can use their applicable Membership Benefits that they have accrued under their membership of the Exodus Club.

PART D: PIONEER BENEFIT

21. Following the return of your seventh booking with Exodus Adventure Travels you shall automatically become a Pioneer Member of the Exodus Club. Once you become a Pioneer Member you shall no longer have access to the Globetrotter Benefit and shall be permitted only to use the Pioneer Benefit (as defined below).
22. Upon becoming a Pioneer Member you will be entitled to a 10% discount off of the cost of any subsequent bookings (subject to the exclusions in paragraph 26) (the "**Pioneer Benefit**"). The Pioneer Benefit may only be used for your eight (8th) booking, and any subsequent bookings, with Exodus Adventure Travels.
23. You will not be a Pioneer Member if you have travelled on fewer than seven (7) Exodus Adventure Travels trips regardless of the number of future bookings you may have made with Exodus Adventure Travels. You will not be entitled to use of the Pioneer Benefit until you have returned from your seventh Exodus Adventure Travels trip.
24. The Pioneer Benefit can only be used against the price of your individual booking and not to any other passengers travelling in your group. If any other passengers in your booking are members of the Exodus Club then they can use their applicable benefits that they have accrued under their membership of the Exodus Club.

PART E: GENERAL

25. The Membership Benefits cannot be combined with any other promotion or discount, unless otherwise stated, and is only made available, and can only be used, for bookings which are made direct with Exodus Adventure Travels.
26. Any loyalty discounts off the price of any bookings under these terms and conditions (expressed as a percentage) shall be against the land-only price of your booking plus any economy airfare which is included within your booking. Any upgrades, supplements or additions to your booking, including (but not limited to) flight upgrades, insurance, bike hire, additional excursions, hotel upgrades, and single supplements shall be excluded from any discounts.
27. It is your responsibility to ensure that you notify your sales representative at the time you make your booking that you wish to use the Trailblazer Benefit. For online bookings you shall be required to confirm that you are a member of the Exodus Club in order to utilise the applicable Membership Benefits. It is not possible to add any of the Membership Benefits to your booking after the booking has been made or to apply it to any previous bookings upon which you have travelled.
28. You do not need to be the lead passenger for the purpose of accruing any travelled bookings towards your Membership Quota.
29. You do not need to be the lead passenger on the booking in order to utilise the Membership Benefits. However, promotions and discounts will be applied per passenger, and not per booking, and can only be applied to the person(s) in the group who are members of the Exodus Club and have eligible benefits to use under their applicable Membership Benefits.
30. Exodus Adventure Travels is only able to automatically include any trips which were taken in your Membership Quota from 1st January 2008 onwards. If you have travelled on an Exodus Adventure Travels' trip prior to this date please contact Exodus Adventure Travels. We reserve the right to exclude or disqualify any tours where sufficient evidence (determined in our discretion) is not provided to validate any tours which were taken prior to 1st January 2008.
31. Any loyalty discounts which are included in the Membership Benefits are to be applied against the balance payment of your booking and will appear as a line-item on your invoice. The Membership Benefits will not be applied against any deposit payments which must be paid in accordance with Exodus Adventure Travels' booking conditions. The booking conditions which apply to your booking vary depending upon which entity of Exodus Adventure Travels that you make your booking with (see paragraph 1).

32. Membership of the Exodus Club and the Membership Benefits are offered at the sole discretion of Exodus Adventure Travels, and Exodus Adventure Travels has the right to terminate discounts or to change any of the benefits offered under these Terms and Conditions, in whole or part, at any time, with or without notice.
33. Exodus Adventure Travels is only able to automatically track bookings which are made directly with Exodus Adventure Travels. If you have made bookings for tours that have been made with any travel agents then it is your travel agent's responsibility to notify us of any bookings to be applied towards your Membership Quota. By doing so, you authorise your travel agent to provide us with your personal details and we cannot be help responsible in any way for any failure of you enjoying any Membership Benefits as a result of any acts, omissions or negligence of your travel agent.
34. Provision of the Exodus Club Materials are subject to availability and are provided at the sole discretion of Exodus Adventure Travels and may be withdrawn at any time and without notice.

PART F: GOVERNING LAW

35. The governing law of these Terms and Conditions and your participation in the Exodus Club shall be dependent upon where you are resident:
 - For UK residents these Terms and Conditions, and your participation in the Exodus Club, are subject to the laws of England and Wales and any disputes arising under these Terms and Conditions (including in respect of non-contractual disputes and claims) shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
 - For US residents these Terms and Conditions, and your participation in the Exodus Club, is governed by and construed in accordance with the domestic laws of the State of Delaware and the federal laws of the United States applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. Both you and us hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Wilmington, Delaware in any action to enforce (or otherwise relating to) these Terms and Conditions or relating to the Exodus Club.
 - For Canadian residents these Terms and Conditions and any dispute, action or legal proceedings whatsoever by you shall be governed, without regard to conflict of law principles, by the laws of Ontario, Canada. You agree that any dispute will be submitted to the exclusive jurisdiction of the Courts of the province of Ontario.