

TOUR & TRAVEL PROGRAM  
TOUR PARTICIPANT AGREEMENT

This agreement sets forth the terms and conditions under which Harrah's Operating Company, Inc, doing business at 777 Harrahs Blvd., Atlantic City, NJ 08401, agrees to provide you this charter flight in return for payment of the amount indicated as the total charter price.

**RESPONSIBILITY:** Harrah's Operating Company, Inc ( or "we"), 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 HOC's part 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.

**RESERVATIONS AND PAYMENT:** Payment of the Charter Price and a signed contract is required to secure reservations. If the charter is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected flight is fully booked.

**CHARTER PRICE:** The Charter Price, Departure Date, Return Date, Origin City, Destination City and Tour Itinerary are set forth on the Tour & Travel Acknowledgment attached. 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.

**INSURANCE:** Trip cancellation, health, and accident insurance is 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. Harrah's, and/or its agents do not guarantee payment under any cancellation insurance policy or the viability of an insurance company.

**BAGGAGE:** The air carrier allows each passenger to bring on the flight (e.g., 1 piece of checked baggage no larger than 62 inches total dimensions or heavier than 70 pounds (32 kilograms). For INTERNATIONAL flights, the air carrier's liability is limited to the actual value of the baggage but not more than \$9.07 per pound (\$20 per kilogram) in the case of checked baggage and approximately \$400.00 per passenger for unchecked baggage. Unless the actual weight is entered on the baggage check, each piece of checked baggage is presumed to weigh 32 kilograms and, accordingly, the air carrier's liability is limited to \$640 per piece. For DOMESTIC flights, the carrier's liability is limited to \$2,500.00 per passenger total, for checked and unchecked baggage.

**AIRCRAFT:** This flight will be performed by SCG Travel using a Skyking or Pace 737 with a maximum of 120 public charter seats. In cases of mechanical malfunctions, scheduling difficulties, and other conditions common to the air transportation industry may result in substitution of aircraft.

**SECURITY AGREEMENT:** Your payments are protected in part by a surety bond that Harrah's operating Company, Inc. has obtained from Fidelity and Deposit Company of Maryland, 7401 Poplar #250, Memphis, TN 38119. 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, the securer will be released from all liability to you under the security agreement.

If you are a comped passenger you will be required to secure your reservation with a major credit card. Your credit card will be charged the entire retail amount of \$\_\_\_\_\_ for the trip only if you fail to appear and participate in the charter. By signing this Agreement you agree to have your credit card charged accordingly.

**CANCELLATION AND REFUND:** 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 listed below or to our reservation department. Cancellation charges are effective from the

day that you advise us of your cancellation and you receive a cancellation number. All requests for refunds must be sent to us in writing to the appropriate party that booked your reservation at the address listed under Booking Agent or Charter Operator Information (see below).

CANCELLATION NOTICE RECEIVED

30 days or more prior to the flight  
15 to 29 days prior to the flight  
14 days or less prior to the flight

CANCELLATION/ADMINISTRATION FEE

\$50  
50% of the cost of the package  
100% of the cost of the package

If you cancel and we are able to resell your seat(s), you will receive a full refund less a \$25 administrative fee; however, no such resale shall have occurred until all seats on the flight have been sold out initially. Alternatively, if at the time of cancellation you are able to provide a substitute passenger(s) to take over your reservation(s) for a travel package of equivalent or greater value, you will receive a full refund less a \$25 administrative fee. Refunds will be made within 14 days of receipt of your notice of cancellation (or within 14 days after resale of your cancelled seat(s), as the case may be). You are entitled to a full refund for sales made by credit card if cancelled prior to your execution of this agreement.

If we make major changes 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.

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 on 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.**

**If we must cancel the charter: we will notify you 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.

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:** The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. 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:**

**SCG Travel**

Attn: Steve LaRouche, Vice President, Operations  
9315 Amhearst Ave  
Margate, NJ 08402  
Facsimile: (609) 823-0206

**TOUR & TRAVEL ACKNOWLEDGMENT**

I have read and agree to the terms and conditions of the Tour & Travel Program Tour Participation Agreement. I wish to sign up for the following flights:

Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_  
 Origin City: \_\_\_\_\_ Destination City: Atlantic City  
 Tour package, if any, desired \_\_\_\_\_

Tour Itinerary  
 Hotel: \_\_\_\_\_  
 Length of Stay: \_\_\_\_\_  
 Ground Transportation: Bus  
 Other Services: Hotel Stay Included

Insurance: Please send me information on optional trip cancellation, health, and accident insurance. If there are not enough seats available on this flight to cover this reservation (**check one**):  
 \_\_\_\_\_ cancellation coverage  
 \_\_\_\_\_ health coverage  
 \_\_\_\_\_ accident coverage

\_\_\_\_\_ Please return my payment immediately.  
 \_\_\_\_\_ Please retain my payment and place my name on a waiting list for this flight.  
 I understand that you will notify me within 7 days if my flight is fully booked.

	<b>PASSENGER NAME(S)</b>		<b>ADDRESS</b>	<b>TELEPHONE</b>
	<b>Last Name</b>	<b>First Name</b>	<b>Street, City, State, Zip</b>	<b>NUMBERS</b>
(1)	_____	_____	_____	H (_____) W (_____)
(2)	_____	_____	_____	H (_____) W (_____)
(3)	_____	_____	_____	H (_____) W (_____)
(4)	_____	_____	_____	H (_____) W (_____)

The Charter Price is: \_\_\_\_\_

Signature of Passenger: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign and return to:**  
**Joe Smith**  
**P O Box 102**  
**Avon Lake, OH 44012**

**SPECIAL NOTICE TO PERSONS UNDER AGE 21**

New Jersey law prohibits person(s) under the age of 21 from gambling in, or loitering about, a casino and from consuming alcoholic beverages.

Any trip participant under the age of 21 will not be permitted to engage in these activities.

To the extent that such activities may constitute a pre-paid component of a Tour Program, any participant under the age of 21 will be provided with substitute item(s) equivalent in value.

If a question arises concerning a participant's age and the participant does not have appropriate documentation to prove his/her age, the participant will be presumed to be under the age of 21.