

TERMS AND CONDITIONS:

These terms and conditions govern your contract with New York African Chorus Ensemble, Inc. and should be read carefully before booking. By making a booking with us, you acknowledge that you have read, understood, and agreed to these terms and conditions.

FINAL PAYMENT:

The Final payment is due June 30, 2023. Failure to comply with this requirement will result in automatic cancellation of your reservation and forfeiture of any payments made to date. We accept Cashapp, Zelle, Bank Wire Transfers, debit/credit cards and PayPal payment methods (with fees subject to be paid by the client).

AIRFARE:

(a) Quotes: All quotes are in US Dollars unless otherwise stated. Our advisors will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only and represent no price commitment by New York African Chorus Ensemble, Inc.

(b) Price changes: Until tickets are issued, our consultants reserve the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other cause whatsoever.

(c) Full payment: Full payment must be made before the option period described above expires to guarantee the reservation at the quoted price and secure applicable tickets. By making full payment, you agree that you accept the air travel arrangements as requested at the total price quoted. Cancellation fees will apply if you subsequently decide to cancel after any ticket has been issued.

We are not responsible for any changes to airline schedules or flight numbers after tickets have

been issued. You may contact the appropriate airline or airport information sources to obtain relevant up-to-date flight information.

(f) Airline tickets: Once issued, all airline tickets are non-transferable and valid only for the dates and routes shown. If an airline ticket is lost, you are responsible for the full cost of a new ticket and any changes that may occur in replacement.

(g) Airline, airport or weather delays: We are not responsible for any additional expenses or loss that may arise from airline, airport or weather delays. We will not reimburse for any additional expenses incurred by you as a result of such events or delays. We will not refund any unused portion of air tickets purchased in the event of such delays or due to reasons beyond our direct control.

CANCELLATION AND REFUND:

There is absolutely no refund on any amount paid.

CURRENCY FLUCTUATIONS AND UNEXPECTED COST INCREASES

All prices are based on foreign exchange rates at the time of publication. Prices may change in the event of increased land or air costs that are beyond the Company's control. The Company reserves the right to alter the price of any tour at any time. To minimize the inconvenience to the Client, the Company strives to notify the Client of such cost increases at least 30 days prior to departure if not sooner.

UNUSED SERVICES:

Fares for unused services, including flight, transportation, hotel accommodation, meals, entry fees, etc., are non-refundable and non-transferable, regardless of the reason.

DATE CHANGE AND TRANSFER OF BOOKING:

All flights to Nigeria will depart from New York on August 2nd unless situations in Nigeria,

airline, or the act of God makes it impossible. The transfer of a booking to another person will not be allowed.

TRAVEL DOCUMENTS:

Clients are responsible for obtaining a valid passport and visa, and for providing accurate personal information to the Company. Failure to comply with this requirement may result in financial loss or dismissal from the tour. Clients must obtain all required travel documents, visas, and permits prior to the start of the trip, and are solely responsible for any consequences resulting from missing or faulty documentation. New York African Chorus Ensemble, Inc. is not responsible for any errors or omissions in the information provided, or in the information provided by third parties such as government or travel authorities. All travel documents will be sent electronically via email to the e-mail address provided on booking.

HEALTH AND FITNESS REQUIREMENTS:

Clients may opt out of certain tour activities if they believe they are physically uncomfortable. Tours may be strenuous, and clients who are deemed unfit will be removed from the tour at their own expense.

MINIMUM AGE AND CHILD FARE:

The minimum age for our tours is 8 years old when accompanied by a parent or guardian. Children between eight and eleven may qualify for a discount on airfares and hotel accommodations if possible. Children over 11 will be charged full adult rates.

INSURANCE

To protect your travel plans, we strongly recommend that all travelers purchase trip cancellation and interruption, hospital and medical, and baggage insurance.

RESPONSIBLE BEHAVIOR

Clients must comply with the authority of the tour leader and our local agents. Any behavior that causes danger, distress or annoyance to the group will not be tolerated. The client is responsible for any expenses incurred as a result of their removal from the tour.

RESPONSIBILITIES OF THE COMPANY

We act as an agent for our suppliers and contractors providing transportation, accommodation, security and other related travel services. We assume no responsibility or liability for any injury, death, damage, loss or accident resulting directly or indirectly from acts of God, strikes, government regulations, thefts, failure of any means, discrepancies or changes over which we have no control. We make all reasonable checks and measures in utmost good faith to ensure that details in the itinerary are carried out exactly as specified. However, changes, including substitution of hotels of equal or similar quality may be necessary.

RIGHTS OF THE COMPANY

We reserve the right to decline, accept or retain any person as a tour member at any time. We reserve the right to take photographs and video during the operation of any tour or part thereof, and to use the resulting photographs for promotional purposes. By booking with us, the Client agrees to allow their image to be used in such photographs or videos. If Clients prefer that their image not be used, they should notify New York African Chorus Ensemble, Inc in writing before the tour commences.

PHOTOGRAPHY AND COVID-19 LIABILITY RELEASE

During this trip or event, New York African Chorus Ensemble, Inc. and its representatives may take photographs, videos, and testimony of the participants. By participating, you are granting New York African Chorus Ensemble, Inc. the right to use your likeness and any statements you make in any promotional or media materials. New York African Chorus Ensemble, Inc. will not disclose your name without your additional expressed written consent. You understand and agree that all materials obtained shall become the property of New York African Chorus Ensemble, Inc. and will not be returned. You waive the right to inspect or approve any finished products in which your

likeness appears. By signing this release, you hold harmless and release New York African Chorus Ensemble, Inc., its staff, board members, and all connected individuals or entities from any liability or causes of action which may arise from the use of your likeness.

COVID-19 LIABILITY WAIVER SECTION:

You acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and other public health authorities recommend practicing social distancing. You further acknowledge that New York African Chorus Ensemble, Inc.its staff, board members, and all connected individuals or entities have implemented preventative measures to reduce the spread of COVID-19 but cannot guarantee that you will not become infected. You understand that the risk of exposure to COVID-19 may result from the actions or negligence of yourself and others, including other travelers. By voluntarily traveling with New York African Chorus Ensemble, Inc., its staff, board members, and all connected individuals or entities you are increasing your risk of exposure to COVID-19 and acknowledge that you must comply with all set procedures to reduce the spread while participating in the travel tour.

You attest that you are not experiencing any symptoms of illness, have not traveled internationally or to a highly impacted area within and outside the United States in the last 14 days, do not believe you have been exposed to someone with a suspected or confirmed case of COVID-19, and have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities. You are following all CDC recommended guidelines as much as possible and limiting your exposure to COVID-19.

By clicking on the consent of Terms and Conditions on the website, you hereby release and agree to hold New York African Chorus Ensemble, Inc., its staff, board members, and all connected individuals or entities from any and all causes of action, claims, demands, damages, costs, expenses, and compensation for damage or loss to yourself and/or property that may be caused by any act or failure to act of the staff or that may otherwise arise in any way in connection with any services received from New York African Chorus Ensemble, Inc. its staff, board members, and all connected individuals or entities. You understand that this release discharges New York African

Chorus Ensemble, Inc., its staff, board members, and all connected individuals or entities from any liability or claim that you, your heirs, or any personal representatives may have against the company with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from or in connection to any services received from New York African Chorus Ensemble, Inc. This liability waiver and release extends to the company, together with all owners, partners, and employees.

ROOMMATE POLICY

Hotel accommodations are based on double occupancy. Please note that double occupancy means a shared king or queen bed for two people. Traveler 1 and Traveler 2 sharing a room must certify that they have agreed to share one bed and pay the fees.

PRIVACY POLICY

New York African Chorus Ensemble, Inc - Privacy Policy

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a payment from www.thereturnoftheancestorstours.com (the "Site").

PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect the following personal information:

- Name
- Email address
- Payment details, including credit card number and billing address

We refer to this automatically-collected information and personal information as "Device Information" and "Payment Information," respectively.

HOW WE USE YOUR PERSONAL INFORMATION

We use your personal information to:

- Confirm payments made through the Site, including processing your payment information, and providing you with invoices and/or payment confirmations.
- Communicate with you.
- Screen for potential risk and fraud (in particular, your IP address).
- Improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).
- Comply with applicable laws and regulations, to respond to a subpoena, search warrant, or other lawful request for information we receive, or to otherwise protect our rights.

We do not sell or rent your personal information to any third-party.

HOW WE PROTECT YOUR PERSONAL INFORMATION

We take appropriate measures to protect your personal information from unauthorized access, disclosure, alteration, and destruction. However, no method of transmission over the internet or electronic storage is 100% secure. Therefore, we cannot guarantee its absolute security.

DATA RETENTION

We will retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. When you make a payment through the Site, we will maintain your personal information for our records unless and until you ask us to delete this information.

YOUR RIGHTS

If you are a United States resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the **contact form on our website**.

THIRD-PARTY SERVICE PROVIDERS

We use third-party service providers to process payments and store data. These service providers are authorized to use your personal information only as necessary to provide these services to us.

DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

OPT-OUT

You may opt-out of receiving promotional emails or targeted advertisements by following the instructions in the emails or advertisements.

CHANGES TO THIS POLICY

We may update this privacy policy from time to time in order to reflect changes to our practices or for other operational, legal or regulatory reasons. These Terms and Conditions can change at any time and without notice to you. We encourage you to periodically review this page for the latest information on our privacy practices.

LAST UPDATED

This Privacy Policy was last updated on March 29, 2023.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by filling out the contact form on our website.

FOREIGN TRAVEL WAIVER

I, hereby acknowledge the potential risks involved with traveling to foreign countries, including but not limited to terrorism, diseases, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury including disability or death, damage to property belonging to me and others, and differing customs and legal requirements. I understand that such risks may not be foreseen or reasonably foreseeable by any of us at the time of the trip.

In exchange for being permitted to participate in the trip abroad with the New York African Chorus Ensemble, Inc. its staff, board members, and all connected individuals or entities (referred to as "NYACE"), I willingly and voluntarily assume all risks associated with such travel. I accept personal responsibility for any injury (including but not limited to personal injury, disability, dismemberment, and death), illness, damage, loss, claim, liability, or expense of any kind or nature that I or my property may suffer, and agree to release NYACE, its staff, board members, and all connected individuals or entities from any liability arising from any such risks.

I understand that NYACE serves only in a capacity of assisting in making arrangements for services and products to be provided by others in connection with the activity, and in no way serves as an agent or representative for these other parties, or accepts any responsibility or liability for their services or products. Such services and products are subject only to the terms and conditions under which they are provided by such other parties.

I hereby waive, renounce, and release on behalf of myself, my heirs, and my estate all claims of whatever nature against NYACE, its staff, board members, and all connected individuals or entities including but not limited to claims of any injury, loss, damage, accident, delay, irregularity, or expense caused by strikes, war, weather, sickness, quarantine, government restrictions, or arising from any act or omission of any steamship, airline, railroad, bus company, hotel, restaurant, school or university, firm, agency, or individual, or for any other cause whatsoever arising out of, resulting from, or in connection with the above-referenced trip abroad.

Furthermore, I assume all risks associated with my participation in the trip abroad, including but not limited to the risk of any negligence or recklessness or failure to act by other participants or others, and the risk of injury caused by the condition of any property, facilities, or equipment used during the trip abroad. I agree to waive, renounce, and release on behalf of myself, my heirs, and my estate, my claim against NYACE, its staff, board members, and all connected individuals or entities from alleged to be caused by such negligent or reckless actions, or failure to act, or the condition of any property, facilities or equipment used during the travel program.

I understand and agree that NYACE is not providing personal chaperones or supervision with respect to this trip, and I am responsible for my individual conduct, health, and safety at all times. I agree to defend, indemnify, and hold harmless NYACE its staff, board members, and all connected individuals or entities for any and all losses, expenses, claims, judgments, and liabilities (including attorneys' fees) of any nature arising out of or in consequence of my acts, words, conduct, etc. in connection with the trip abroad, including but not limited to damage to property, any injuries, or death sustained by any person(s).

FOREIGN TRAVEL WAIVER AND RELEASE FROM LIABILITY FORM

I certify that I am in good health and do not have any physical conditions that may affect my ability to travel or participate in the activities involved in this trip abroad. I have not been advised otherwise by a medical practitioner. I have completed an Emergency Contact & Medical Information Form, which includes information about any medications I am taking and any medical conditions I have.

I understand that “NYACE” its staff, board members, and all connected individuals or entities are not responsible for any costs or medical care that may be required during my participation in this Program. I grant “NYACE” its staff, board members, and all connected individuals or entities full authority to take whatever action it deems necessary regarding my health or safety in connection with my participation in this Program, including providing emergency first aid, medication,

medical treatment, or surgery deemed necessary by medical personnel. This authority permits “NYACE” its staff, board members, and all connected individuals or entities, at its discretion, to place me, at my own expense, in a local hospital for medical services and treatment, or, if no hospital is available, to place me in the hands of a local medical doctor for treatment.

I also authorize “NYACE” , its staff, board members, and all connected individuals or entities to fly me back home, at my own expense, for medical treatment if local medical authorities deem it necessary. In the event that I am unable to make decisions about my own medical care, I authorize medical personnel to act on my behalf and to execute any necessary documents.

I understand that “NYACE” its staff, board members, and all connected individuals or entities reserves the right to suspend or terminate my participation in the trip abroad if it determines that my acts, words, or conduct are detrimental to or incompatible with the interests, purpose, or welfare of the trip or of “NYACE”. If my participation is suspended or terminated, I understand that I will not be entitled to a refund for any unused portion of the Program cost.

I understand that this Waiver is a legally binding agreement and will be interpreted broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any provisions are found to be void or unenforceable, they will not affect the validity or enforceability of any other provisions. This Agreement may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto.

I have read this document and understand its contents. By clicking on the Terms and Conditions on the website, I acknowledge that I have voluntarily signed this release and have given up substantial rights.

The Return Of The Ancestors™Tours
Organizers: New York African Chorus Ensemble, Inc, Diamond Minds and Endless Roar Tourism Trade Alliance Ltd

TRAVEL ETIQUETTE

While we would love nothing more than to bring every person with a passport on our trips, previous experiences have taught us that group travel is simply not for everyone. Below you will find a list of characteristics that one should have if considering joining us on our trip:

A desire for adventure and new experiences: - One of the primary goals of our trips is to expose our travelers to new experiences that they may not have gotten otherwise.

Patience – While we will do everything in our power to make the trip go as smoothly as possible, there are undoubtedly going to be unforeseen circumstances. We ask in advance that you bear with us while we address any of these situations, and be assured that whatever issue occurs it will be rectified! In addition, people come from all over the world to see the sites that are on our itinerary, while we will try to avoid it, there is undoubtedly going to be long delays as we travel from one point or another.

Self Sufficiency – At the beginning of each trip, each traveler will be provided with a detailed itinerary on where we are going each day, at what time and where we will meet to depart. It is expected that each traveler will employ personal responsibility in making sure that they follow the itinerary and meeting time. Under no circumstance will we hold up the group because one person is late to a meeting point. In addition, we will not cancel or expedite any excursion, because one person is not interested in seeing it.

We do understand that sometimes a late night of partying will make it hard for you to join us the next morning. As a tourist, it's important to make sure that you stay on the itinerary that has been planned and not go off on your own. It's also important to stay with the group and not wander off. Adhering to these policies will help keep everyone safe, and ensure that you get the most out of your tour.

Friendly Attitude - There will be a plethora of people from disparate walks of life, with even more disparate backgrounds and personalities. If you are someone that often finds themselves in conflict with others or identifies themselves as a loner, it is advised that you adjust your behavior because we shall operate as a family, meaning that it is each of our responsibilities to look out for

one another. So if you see someone lagging behind or not paying attention, then please don't hesitate to check on them and/or inform your group leader.

Physically Health – It is the personal responsibility of every traveler to consult with their doctor before going on any trip, especially a trip overseas. There are many medical conditions that might make traveling a bad idea, and only a medical professional can tell you if you are in shape to travel.

In addition, if your health condition prevents you from doing any of the aforementioned activities you may want to reconsider going.