

# Terms and Conditions

## Amazon Experience

We (the team at Amazon Experience) run a tourism agency in Iquitos, Perú and would love you to come and experience an adventure with us.

We offer free information related to Iquitos, the Amazon River and the Amazon Rainforest in our blog and paid tours and expeditions starting and ending in Iquitos, Perú.

By booking a tour ("Tour") with Amazon Experience ("Tour Operator") you ("Customer") acknowledge that you have read, understood and agreed to be legally bound by these Terms and Conditions ("Terms"). By making a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms and Conditions on behalf of the other participants in your group.

If you do not agree to be legally bound by the following Terms & Conditions, please do not access and/or use the services provided by Amazon Experience and/or [www.amazonexperience.net](http://www.amazonexperience.net)

## Terms and Conditions

### 1) Booking contract

Your booking is confirmed and a contract exists when Amazon Experience issues a written confirmation after receipt of the applicable deposit amount. You must check your confirmation carefully and report any incorrect or incomplete information to Amazon Experience immediately. You must make sure that names are exactly as printed in the passports or national identification.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Amazon Experience.

### 2) Accuracy of information

Amazon Experience through the information on our website aims to publish the most accurate, up-to-date information possible regarding costs, dates and times of the tours listed; this information is bound to change without prior notice. While Amazon Experience undertakes all efforts to update information as it occurs this is not always possible as quickly as we would like. We therefore cannot guarantee the accuracy of this material and suggest that you use it as a guide only in making your selection. If you already booked, and paid the corresponding deposit, before any change was made to the published information, then the Booking Price will be maintained.

### 3) Conditions

The Customer agrees to abide by all terms, conditions and directions of Amazon Experience in respect of the Tour including but not limited to:

- a) All matters regarding the conduct of the Tour such as use of equipment, safety, clothing, itineraries, etc.
- b) The Customer acknowledges and agrees at the Price charged by Amazon Experience for the Tour.
- c) If the Customer cancels or changes a Booking then the Customer agrees to abide by any cancellation or amendment policy of Amazon Experience.

### 4) Age and Identity requirements

Amazon Experience will not accept any Booking from the Customer unless the Customer is at least 18 years old. The Customer warrants and assures Amazon Experience that they are at least 18 years old.

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the wellbeing, behavior, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk, declaration of medical information and limitations of liability. Amazon Experience does not provide care services for minors and expressly disclaims any responsibility for taking care or controlling any minor(s).

The Customer will be required by Amazon Experience to provide national identification document or passport to ensure that their identity matches the booking identity. The customer may also be required by Amazon Experience to sign the booking confirmation document and may be asked to present the credit card used to purchase the tour. A copy of this national identification document or passport and/or signature may be retained by Amazon Experience to minimise the risk of credit card fraud or for verification purposes with your credit card provider in the event of a dispute.

If there is a discrepancy between the national identification document or passport provided and the booking identity, or the signature on the credit card and the signature on the booking confirmation form, the booking confirmation document can be confiscated and immediately cancelled without refund.

If the Customer wishes to pay by credit card for a Tour and the person who will undertake this Tour is different to the Customer, the Customer must contact Amazon Experience after the booking has been confirmed to establish their identity.

## 5) Price and fees

The Customer agrees to pay to Amazon Experience's advertised price ("Price") for the Tour as stated on Amazon Experience's website. There is currently no booking fee to place a booking on Amazonexperience.net website ("Booking Fee").

## 6) Deposits

At the time of booking, a deposit of at least 50% of the stated Price, per person per Tour is due to Amazon Experience.

## 7) Cancellations, amendmements and refunds

- a) Cancellation by the Customer. If you are not able to partake in a Tour on the date and time you have booked you should contact Amazon Experience as far prior to this date and time as possible.
- b) Cancellation by Amazon Experience (apart from weather). In some exceptional cases Amazon Experience may make alterations to a tour date, itinerary, inclusions, etc. Amazon Experience reserves the right to cancel, change or substitute any tour that you have booked, at any time and for any reason. If you choose not to accept the alternatives offered you will be entitled to a full refund. Notwithstanding the above, if we make a significant change to a tour, we will make a reasonable effort to communicate this to you and to facilitate an amendment of the booking.
- c) Cancellation by Amazon Experience because of weather. If the Tour you have booked is unable to be taken because of weather, decided at discretion of Amazon Experience representatives, it may be rescheduled. The Customer should make contact with Amazon Experience prior to the date and time of travel using the contact details provided on your booking confirmation to organise this. Amazon Experience will do all possible to reschedule the Tour to a date and time suitable to the Customer. If the rescheduled date is not suitable you may be entitled to a full refund.
- d) If Amazon Experience is notified at least 72 hours prior to the date of a Tour that was due to be taken, that the Customer will not take the Tour due to medical or logistics reasons then Amazon Experience will refund the Price in full to the Customer.
- e) If Amazon Experience is notified with less than 72 hours prior to the date of a Tour that was due to be taken, that the Customer will not take the Tour due to any circumstance then the Customer agrees that Amazon Experience shall at all times be entitled to retain at least an equivalent to 50% of the Price.
- f) If Amazon Experience is not notified prior to the date of a Tour that was due to be taken, that the Customer will not take the Tour due to any circumstance then the Customer agrees that Amazon Experience shall at all times be entitled to retain an equivalent to 100% of the Price paid.
- g) In some instances bank fees and exchange rates may mean the amount refunded is different to the amount originally paid for a tour, particularly in instances where a currency exchange is involved. Amazon Experience warrants it has no control over

any bank fees, PayPal fees or exchange rates and is unable to accept responsibility for any such discrepancies in refunded amounts.

h) Gift cards and promotional vouchers are non-refundable.

## 8) Medical Information

You agree to disclose to Amazon Experience all relevant medical information accurately and fully, including but not limited to allergies, mobility issues, cardiovascular diseases, etc.

Amazon Experience reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of the Tour.

We reserve the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where Amazon Experience determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to Amazon Experience at the time of booking. We may refuse to carry pregnant women over 24 weeks.

We may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged, for their own safety.

Amazon Experience does not provide medical advice. You are responsible for assessing whether a Tour is suitable for you. You should get advice from your physician to confirm your fitness for travel and participation in any of our planned activities. You should seek your physician's advice on vaccinations and medical precautions.

Joining a Tour with Amazon Experience may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. Amazon Experience makes no representations and gives no warranties in relation to the availability or standard of medical facilities in the regions to be visited.

## 9) Insurance

Some of the tours promoted by Amazon Experience may be potentially dangerous by nature. Prior to making and paying for a booking you the Customer should be aware of this. You the Customer agree to be responsible for making independent enquiries regarding the need to acquire your own insurance coverage.

We suggest you that the insurance acquired, by your own means, must cover personal injury and emergency medical expenses.

You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

## 10) Privacy Policy

Amazon Experience is committed to ensuring the privacy of the information you give us. Our Privacy Policy is located on the Amazon Experience website.

## 11) Changes

We are constantly updating our Tours, logistics and business operation, and that means sometimes we have to change the legal terms under which our Tours are offered. If we make changes that are material, we will state the last modified date at the end of these Terms. If you disagree with our changes, then you should stop using [www.amazonexperience.net](http://www.amazonexperience.net) and refrain from participating in our Tour. Your continued use of [www.amazonexperience.net](http://www.amazonexperience.net) and the participation in our Tours will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms that were in place when the dispute arose.

## 12) Limitation of liability

You acknowledge that all Tours involve an element of risk and that some Tours offered by Amazon Experience may be adventurous in nature and may involve a significant amount of personal risk and potential exposure to injury, even death. You hereby assume all such risk and You (the Customer), your family, your estate and possessions, heirs and assigns hereby release Amazon Experience from all claims and causes of action whatsoever arising from any injury, death or other damages, both pecuniary and non-pecuniary, that may occur as a result of your participation in the Tours offered or as a result of the negligence of any party, including the Tour guide or any employee, officer, agent, contractor or assign of Amazon Experience, whether such negligence is passive or active.

Amazon Experience will not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

## 13) Indemnification

You agree to indemnify and hold harmless Amazon Experience, its contractors, and their respective owners, directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Tours, including but not limited to your violation of this Terms and Conditions.

*Last modified: August 6th, 2018*