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Travel Terms & Conditions (PLEASE READ CAREFULLY)

Reserving or participating in any travel services offered by Stellar Cruise and Travel Limited acting as tour operator or intermediary in the distribution of products packaged by other tour operators (hereinafter "The Company", "we", "us") constitutes a contractual agreement between the participant ("you") and The Company and is an acknowledgement that you have read, understand, and agree to be bound by these Terms & Conditions ("Terms"), and any other applicable waivers (see "Waivers" section) for your trip. You must be at least 18 years of age to make a reservation. In all cases, the person making the reservation represents and warrants that all participants have consented to, accepted, and agreed to be bound by these Terms.

The Company reserves the right to update or amend these Terms at any time prior to you making a reservation. Any payment made to The Company or any of its authorised agents shall be deemed to constitute full acceptance of these Terms.

Prices shown are per person, based on two people sharing a room. Prices are subject to change without notice. Single supplement will apply to anyone requiring a single room.

Deposit to Hold Space

At the time of reservation, a non-refundable, non-transferable, per person, per trip deposit is required. There may be a requirement to make multiple deposits prior to full payment due date.

Confirmation

Your reservation is confirmed when your initial deposit payment is processed. Your invoice, when documented as payment received, is confirmation of services on the reservation.

Accuracy of Invoice Details

You are responsible for providing and verifying full, complete and accurate information for all participants and services at the time of reservation. Under no circumstances is The Company liable for any errors or omissions in the information provided by you to complete the reservation. If you do not notify The Company of any error within 10 days of making the reservation, you are solely responsible for all fees assessed due to incomplete, erroneous or inaccurate details.

Errors & Omissions

*In the event the price listed, quoted, or confirmed is incorrect due to a system error, human error or other error, The Company or the tour operator reserves the right to correct the price and reinvoice you at the correct price.

Not Included in Pricing

Unless specifically noted in your trip itinerary, the following is not included in your reservation.

- airfare to and from the start of your trip or to join the departure point for the group;
- airfare between bookings from one tour/cruise to another;
- airfare within an itinerary unless specified in the itinerary as included;

- intra-trip air, unless specified in the itinerary as included;
- airline baggage fees, including checked and/or excess baggage fees;
- other per-person taxes imposed by government entities if collected in destination by these governing bodies;
- passports; visas; vaccinations;
- gratuities to your Tour Director, Drivers, Local Guides
- laundry; telephone; minibar;
- alcohol, beverages, and food outside of the contracted menu as presented at a hotel or restaurant (these extra items will be billed to you before leaving the hotel or restaurant);
- optional excursions;
- portage at airports or hotels;

Airfare & Flights

Airfare Contract

All airlines are independent from The Company; The Company does not own, manage or operate any air carrier or aircraft.

Your airline ticket is a contract between you and the air carrier only, even if you purchase through The Company. By purchasing your air services through The Company, you waive all liability for The Company for such air services, to the extent allowable under applicable law.

Air Inclusive Trips

Additional per person, non-refundable, non-transferable deposits and payments are required for your international flights and/or for intra-trip air. These are in addition to the deposits and payments above. Air-inclusive trip pricing is guaranteed upon receipt of deposit or payment in full for the entire reservation. Air services are subject to the carrier's terms and conditions, to these Terms, and to any applicable law.

Airfare Fees

After your airfare is booked, any revisions you make may incur fees. This includes correcting errors in your information or services (names, dates, schedules, class of service, airlines, other). At the time of request, fees are applied and payable immediately. The Company is not liable for necessary amendments due to errors except to the extent that such errors were as a result of The Company's own action or omission. See "Accuracy of Invoice Details" above for your responsibilities and liability.

Airline Mileage Accrual

Frequent Flyer mileage accrual is at the discretion of the airline(s), and is not always granted for airfare purchased through The Company. The Company has no liability if accrual is denied and/or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased through The Company using frequent flyer miles, status or certificates. This is at the sole discretion of the airlines. Cancellation fees, as noted above, will apply to all airfares, regardless of accrual grants.

Seat Assignments

Seat assignments are not guaranteed even after they are assigned and The Company has no control over airline seat assignments. Airlines, the tour operator if applicable, and The Company reserve the right to change seat assignments at any time without notice, for any reason. Most airlines charge a fee to pre book a seat.

Airfare Schedule Changes

Unless provided for in these Terms or under applicable law, The Company is not responsible or liable for any airline cancellations, schedule changes or delays. Prior to check-in, for airfare purchased through The Company, The Company may be able to assist if you are rescheduled, delayed or

cancelled. After you check-in, The Company can no longer assist you and you must work with the airline directly to arrive at your destination. The Company is not liable for expenses you incur if you miss your flight or flight connection.

Any amendments you make voluntarily to your air or air schedule may incur change fees or additional charges up to the full ticket price. These are your responsibility to pay.

Cancellation by The Company or the Tour Operator

To the extent permitted by applicable law, The Company, reserve the right to cancel or reschedule any trip departure for any reason, including insufficient demand, strikes, lockouts, riots, stoppage of labour or Force Majeure Event (see under "Force Majeure").

In the event of a cancellation by The Company prior to departure for reasons excluding Force Majeure (see section "Force Majeure"), The Company, will try, at your discretion, to rebook the same trip with a different departure date, or a similar trip, but there is no guarantee of availability. If this rebooking option is not acceptable to you, The Company's only responsibility is refunding you the amounts paid by you for the reservation less any administration costs.

In the event of a cancellation by The Company prior to departure or during your trip for conditions under Force Majeure (see section "Force Majeure"), The Company will provide a future travel/booking credit for the portion of your trip impacted less any administration or third party supplier fees. Future travel/booking credit will be redeemable for travel with The Company for one year past your original trip start date. If a future travel/booking credit is not acceptable to you, in the majority of Force Majeure situations, you can notify the company within 21 days of advisement and you will be refunded the amounts paid by you for the portion of your trip impacted less any administration fees. If you do not notify the Company and/or the tour operator if applicable within 21 days of advisement, a refund is no longer available.

The Company is not liable or responsible for any arrangements made independently of The Company. The Company assumes no responsibility for costs or fees you incur for independent arrangements not booked through The Company, inclusive of, but not limited to, airline, hotel, sight-seeing, car rental etc.

Refunds

Any request for refunds is subject to these Terms and subject to approval from the suppliers if applicable.

Unused Services

No refunds will be issued for unused services (late arrivals, temporary absences from your trip or early departures), for unused transportation where group activity tickets are involved, or for voluntary modifications made by you.

Force Majeure

To the extent permitted by applicable law, in the event of a Force Majeure Event (as defined below), The Company (and/or the tour operator if applicable) shall be excused, discharged, and released from performance to the extent such performance is so hindered, limited or prevented, without liability of any kind.

Unless provided for in these Terms or under applicable law, The Company is not liability for any loss, damage, or entry of any nature in whole or in part resulting from an "Act of God" or any other event outside The Company's responsibility, ("Force Majeure Event"), including without limitation, and whether or not similar to the following:

- Fire
- Landslides
- Volcanic eruption
- Inclement weather
- Environmental pollution or contamination

- Earthquake • Low or high water levels • Flood • Water or power shortages or failures • Tropical storms or hurricanes • Riots or civil commissions or disturbances or any other acts of similar nature • Sabotage • Strikes of labour disruptions • Arrests • Restraint of rulers or peoples • Expropriations • Acts of terrorism • War • Insurrection • Quarantine restrictions • Government health advisories or warnings or alerts of any kind of nature, including, but not limited to, warnings or regulations due to an epidemic/pandemic • Government seizures • Refusal or cancellation or suspension or delay of any government authority or any license, permit or authorisation
- Damages to its facilities or the travel supplier and its facilities
- Or any other unforeseen circumstances or any other factors unforeseen by The Company, or the suppliers used by the company, if applicable, that adversely affects or hampers its ability to fulfil any of its contractual conditions.

If The Company, or the suppliers used by the company, if applicable, cancels or reschedules a trip departure due to a Force Majeure Event, the cancellation and refund terms in this agreement shall apply.

Unless otherwise required by applicable law, The Company will not be responsible for paying any costs or expenses you may incur as a result of a delay or a cancellation due to a Force Majeure Event.

Suitability & Accessibility

Certain activities or venues may be limited or inaccessible to you if your mobility is limited in any manner. Many excursions and sightseeing involve extended periods of walking and standing often on uneven pavement or surfaces, and may include staircases, paths, walkways or locations that are narrow or inaccessible or of limited accessibility by wheelchair.

You are responsible for assessing if the itinerary is suitable for all participants on the reservation. We recommend you contact The Company prior to making a reservation to determine what reasonable assistance might be available.

The Company will make reasonable efforts to accommodate special needs but cannot guarantee that it can accommodate in all cases.

No refunds are provided for missed services or activities due to your inability to fully participate with the group, including keeping pace with the group, if conditions requiring assistance are not known to The Company at the time of reservation or when reasonably known by the participant.

Personal Services

The Company do not provide personal services or individual assistants to trip participants. Neither the Tour Leaders and the Service Providers are not required or trained to assist with personal tasks. This includes eating, dressing, toileting, lifting or pushing a wheelchair, walking, getting on or off transportation, or other personal needs. If you need such assistance, we strongly recommend you have a physically-able companion accompany you.

Wheelchairs

You must notify The Company at the time of reservation if you are travelling with a wheelchair, or if the need for a wheelchair arises after the reservation, then as soon as that need is known.

You must be able to walk up/down steps (for motorcoaches) and on ramps without a wheelchair or walker. Motorcoach entrances and gangways/ramps may not be wide enough or equipped to accommodate these items.

You are responsible for storage (e.g. in your room) and maintenance of any permissible wheelchair.

Information Required for Reservation & Travel

As a condition of reservation, you must provide information requested by The Company along with your initial payment. The Company reserve the right to cancel your reservation and all services, and retain all related cancellation fees, if your information is incomplete or inaccurate. Your personal data secured for your reservation is used to process your services with our Service Providers. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws are less stringent than those of New Zealand. This may include requirements to pass details to Service Providers as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obliged to by law.

By making a reservation via The Company

- you consent to The Company storing, using, and transferring on this data to other third parties (including third parties outside your home country) for the purposes as stated above
- you indemnify and hold harmless The Company and its affiliates in respect of The Company for storing, using and transferring this data as described above.

Information Required

- Full name as per passport
- Address
- Date of birth
- Full passport details
- Email address
- Gender
- Disabilities
- Medical conditions
- Dietary restrictions you make known to The Company or the tour operator if applicable
- Emergency contact (non-participant)
- On tour contact information (your mobile phone or email address)
- If any additional information is required, it will be requested from you with your reservation.

Special dietary or meal requests cannot be processed and are subject to availability at the hotel or venue. There is no guarantee of availability and The Company or the tour operator if applicable has no liability for availability.

When available, special requests are at the venue's discretion. Any additional charge for the request is payable by you directly to the venue at the time of service.

Gratuities

Gratuities for your Tour Director, Local Guides, drivers are not included in the trip price (unless otherwise noted in pricing details) and are discretionary.

Holidays, Special Events & Venue Closures

At times, venues are limited or not available due to local holidays, events or various seasons/ reasons. The Company will indicate known closures in the itinerary or advisements, but not all closures are known in advance. The Company is not liable for venue availability. The Company will offer alternatives when possible.

Itinerary Timings

Itinerary timings are not guaranteed and are subject to change. To the extent permitted by law, no refunds are provided for changes to itinerary timings.

Optional Experiences

Optional excursions are not included in your reservation.

For operational reasons, not all optional excursions listed in the itinerary, in print, online, or in Travel Documents may be available during your trip. Your Tour Leader will advise of availability as applicable.

Possession of Drugs

Any carriage or possession of illegal drugs will result in immediate termination of your trip.

You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

Punctuality on Trip

The Company is not responsible for any losses, including missed sightseeing, meals, inclusions, optional excursions, or having to make alternate transportation or lodging arrangements, if you fail to meet the representatives at assigned timings and places/pick-up points while on trip. The Company will not refund nor cover any cost or expenses incurred, or compensate for any missed inclusions or optional experiences claimed, due to your inability to maintain punctuality.

Smoking

Smoking is not allowed on transportation that is exclusively provided via The Company. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or any other smoking or vaping device. You are responsible to abide by and adhere to Service Provider's terms & conditions, including as they relate to smoking. This includes, but is not limited to, smoking only in designated sections of vessels, hotels or restaurants.

Smoking and Hotel Rooms

The Company endeavours to book non-smoking rooms. Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but The Company and the tour operator if applicable cannot guarantee availability. Smoking in a non-smoking room will be subject to all costs payable directly to the hotel by you.

Wi-Fi

Wi-Fi, when available on transportation provided via The Company, is supplied by an independent third party with separate Terms & Conditions, Privacy Policies and Data Usage agreements. The Company is not liable for the speed, reliability, or security of Wi-Fi available on transportation provided via The Company. Connectivity is not guaranteed.

Safety & Medical Care

Certain risks and dangers may arise beyond our control, including but not limited to:

- the hazards of travelling in undeveloped areas;
- travel by boat, train, automobile, aircraft, or other means of transportation;
- forces of nature;
- political unrest;
- acts of lawlessness or terrorism;
- accident or illness in remote regions without means of rapid evacuation or availability of medical facilities.

The Company will have no liability to you regarding the provision of medical care or the adequacy of any care that may be rendered. While The Company will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a trip and/or optional experiences, you agree that

you will indemnify and hold harmless The Company regarding the provision of medical care or the adequacy of any care rendered.

The Company is not responsible for such risks and dangers that may arise beyond its control.

Payment of your trip indicates you accept these risks and dangers and agree to hold The Company harmless for them.

Illness

The Company requires that all guests follow local health and safety protocols when necessitated by local health guidance and/or our supplier partners. While on tour, we encourage all guests to monitor their own well-being and take precautions and preventative measures recommended on trip. Should a guest feel ill for any reason, they will be encouraged to isolate and/or wear a mask. Guests agree to support the well-being of all fellow travellers and our own staff by taking personal accountability for their own health.

The Company reserves the right to remove or quarantine you if you show signs of illness, or pose a threat to the safety and health of other participants. Removal or quarantine for any health, safety, or behaviour-related assessment is at the sole discretion of The Company. Any costs incurred for medical assessments, diagnosis, and/or any other medically-related charges are your responsibility to pay and are due at time of services.

You will be allowed to re-join the trip with confirmed medical certification from a licensed health practitioner indicating fitness to travel without causing harm or posing a safety or health risk to other guests.

Medical Personnel

No medical personnel travels with your group. The Company cannot guarantee the availability of medical facilities or for the quality of the care or services. Any medical attention you require while travelling with The Company must be sought through a local medical facility, if/when available, for diagnosis. All related charges are at your expense.

Personal Photo, Video Rules & Regulations

We understand you may be interested in documenting and sharing your holiday experience via photo or video content. Please understand that every guest experience is important. Your photo and video activity must be done with care, sensitivity, and consideration of fellow guests. Filming and photography can be regarded as intrusive. You will be requested to limit activity if guests complain. If you do not comply, you may be asked to leave your trip subject to the Authority to Remove or Refuse Participants clause above.

Should you choose to share photos and videos online, on a social media platform or alike, such photos and videos must not include fellow guests unless you have received the express, written permission of those guests to post photos and/or videos of their likeness. Additionally, be careful and selective about content or photos you post and share, and do not disclose sensitive or confidential content. The Company will not be responsible, or liable to you or any third party, for the content or accuracy of any content posted by you or any other guest, or for the security of such content. Sharing content is done at your own risk.

Occasionally, we will use photographs and / or video taken on tour by our Tour Leader, fellow guests, or suppliers for promotional use. If you prefer that your image not be used in any marketing activities, please notify your Tour or Cruise Director at the start of your Trip.

Air-Conditioning

Air-conditioning in hotels is not guaranteed, and its availability depends on local and national laws/regulations. Though hotels may have air-conditioning as a listed amenity, its usage is often unavailable at night or in the off-season. The Company has no control over air-conditioning at hotels.

Check-in Times

The Company does not secure early check-in (unless specifically noted in an itinerary). Check-in times

vary worldwide and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

Hotel Changes

Hotels are not guaranteed. The hotels and accommodations listed on the itinerary and in communications are provisional and subject to change, and may be substituted with properties of similar standard. Hotels are confirmed approximately 30 days prior to departure and will be advised in your travel documents, but are not guaranteed until check-in. The Company reserves the right to substitute hotels at any time with a hotel of similar standards and substitution is at our discretion. No refunds are provided for hotel changes. Should you wish to cancel your reservation because of a hotel change, full cancellation fees apply.

Hotel Reward Points

Hotel rewards/points cannot be earned or redeemed with hotels contracted by The Company.

Hotel Property Compliance

You have obligations and responsibilities when staying in accommodations provided via The Company. By agreeing to these Terms, you are agreeing to the following:

- You agree to not invite into the hotel, whether common areas or your room, any person whose behaviour is likely to be disruptive either to the hotel property or other guests.
- You agree to not bring in any beverages or food from outside sources, unless clearly permitted in advance by the hotel. This includes common areas as well as your room.
- You agree to not disrupt or interfere with the operations of the hotel, including its staff.
- You agree to comply with all safety regulations within the hotel, including staff and emergency personnel.
- You agree to submit upon check-in a valid credit card which will be authorised for payment of incidentals you utilise during your stay, including but not limited to, room service, bar or restaurant services (outside the services provided within the itinerary), movies, mini-bar or porterage services. Failure to comply with hotel policies and regulations may result in the hotel requesting you leave the premises without compensation or refund. Furthermore, you are liable for all damage caused by you or anyone whom you invite on the property, and you are responsible for all costs arising from such damage and/or failure to comply with the above policies.

Room Configuration

The Company will endeavour to book twin-bedded rooms or double bedded rooms (one bed per room) where requested. Your preference is not guaranteed as assignment of rooms is at the hotel's discretion and not controlled by The Company.

Singles

Single supplements ensure your own room but not the number of beds in a room. Single rooms are generally smaller in size and may be less conveniently located.

Triple Rooms

Availability of triple rooms at hotels may be requested but not guaranteed.

Triple rooms accommodate three people, but do not guarantee three separate beds. An additional bed, if available, is at the hotel's discretion and may be a roll-away bed put in for the night or a convertible sofa. If existing beds accommodate three people, and you request something additional, payment of the additional bed is payable by you directly to the hotel at checkout.

Trip Documents

It is your responsibility to obtain and have in your possession proper and valid documentation required for entry and departure for each country you travel. You are solely responsible for the cost incurred during travel for missing, incomplete, or defective documentation. The Company is not liable for any loss or expense incurred due to loss, damage, or errant entry, exit or travel documentation.

Passports

You must have a passport to travel internationally. Passports must be valid for at least six (6) months beyond the conclusion of your trip. The Company requires your passport details at the time of confirmation for all international travel.

Visas

It is your responsibility to obtain and verify the validity of visas, and if visas are necessary for your trip. Securing and paying for all visas, entry documents, and any other requirements for entry into a country is your responsibility. It is your responsibility to carry these documents with you. The Company (and/or the tour operator if applicable) is not liable for denial for entry or exit, or costs incurred for not having correct and complete documentation.

Waivers General

During the course of your cruise, tour, or excursion, you may encounter the opportunity to participate in additional, optional activities that are provided by independent third-party suppliers. The suppliers of those optional services may render those services subject to separate and additional terms and conditions, or may require you to execute additional documents, waivers, or releases. It is understood that any assumptions of liability, waivers, or releases that are part of the suppliers' terms and conditions or that are required by those independent suppliers will also inure, to the extent permitted by law, to the benefit of The Company.

Claims or Complaints

Any complaint or claim involving your trip or the services offered by The Company or involving the negligence of any operator, supplier of travel packages, suppliers of services (including Service Providers), sub- contractors, or agents in relation to any service provided to you must be made to the Tour Director immediately while on trip.

Written notification to The Company may be submitted and must be received within 30 days of the trip completion, except where such limitations are prohibited by law.

International Conventions & Treaties

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (trip participants). To the extent permitted by any relevant local law, where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail or road carrier, or any stay in a hotel, The Company's maximum liability is the maximum that would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

Liability

To the extent permitted by law, the trip participant agrees that, to the maximum extent allowed by applicable law, neither The Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier (including any Service Providers) providing services, any insurer, or any other person.

To the extent permitted by law, The Company:

- limits its liability to you for breach of any non-excludable guarantees to the supplying of the service again or the payment of the cost of having the service supplied again; and
- excludes all liability including liability for any loss, damage, costs and expenses whatsoever (including personal injury, death and property loss) that may arise in connection with or arising out of your holiday and liability under implied conditions, and warranties and guarantees.

Nothing in these terms and conditions is intended to restrict, modify or limit any rights or guarantees that you may have under the Consumer Guarantees Act 1993. Despite anything else contained in these terms and conditions the parties agree and acknowledge that if they are both in trade, and that the goods and services supplied by The Company and acquired by you are supplied or acquired in trade, that the provisions of the Consumer Guarantees Act 1993 will not apply to the agreement between us.

Recreational Service Exclusions

To the maximum extent allowed by applicable law, The Company expressly excludes all liability for: (a) death; (b) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); (c) the contraction, aggravation or acceleration of a disease of an individual; or (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that (i) is or may be harmful or disadvantageous to the individual or community, or (ii) may result in harm or disadvantage to the individual or community. Where liability cannot be excluded, The Company limits its liability to the maximum extent permitted by law.

Service Providers

Air carriers, accommodations, and other suppliers (including but not limited to suppliers of trains, cruises, ferries, motorcoaches, hotels, excursions, and restaurants) providing services (Service Providers) are independent third-party contractors and are not agents, employees, servants, or joint venturers of The Company or its affiliates.

All certificates and other Trip Documents for services issued by The Company are subject to the Terms & Conditions specified by any of our Service Providers, which are available upon request, and to the laws of the countries in which the services are supplied.

Service Responsibilities

After departure, if the Services included in the trip cannot be supplied or there are changes in an itinerary for reasons beyond the control of The Company depending on the circumstances, The Company will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of trip participants, and any resulting savings will be refunded by The Company to trip participants.

Disputes

These terms and conditions are governed by and subject to the laws of New Zealand. Legal proceedings against The Company may be instituted only in a court within New Zealand, and any claim involved in such proceedings shall be decided in accordance with New Zealand Law. To the fullest extent permitted by law, nothing expressed or implied in these Terms & Conditions will confer any liability on The Company nor any affiliate in respect of any:

- indirect, consequential or special loss, damage, cost or expense suffered or incurred by you as a direct or indirect result of a breach by The Company or our affiliates of any of our obligations under these Terms & Conditions; or
- loss, damage, cost or expense suffered or incurred by you, to the extent to which this results from any act or omission by you.

References to any statutory provision include any statutory provision which amends or replaces it, and any by law, regulation, order, statutory instrument, determination or subordinate legislation made under it.

The parties further agree that claims may be brought by parties only in their individual capacities and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. The parties expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or

representative actions.