

# Intermediation Contract for Tourism Services croaziere.co

## Section 1 – Special Conditions

<b>Client /</b>	First Name		Telephone		CUI	0
<b>Passengers</b>	Last Name		Address			
CHC - UNTOLD	Contract	0	E-mail			
Festival website	www.untold.com		Contract Date	22.02.2021	<b>Itinerary</b>	
Agency website	www.croaziere.co		Embarkation date	01.09.2021	Embarkation port	Civittavecchia, Roma, Italia
Cruiseline / Ship	www.ncl.com	To be announced	Debarkation date	05.09.2021	Debarkation port	Barcelona, Spania

<b>Cabin 1</b>	0	<b>Cabin no</b>	To be defined	<b>Occupancy</b>	Double	<b>Tariff code</b>	0
Passenger 1	Firs Name	Last	Petit Eric Jean Pierre			Birth date [d.m.y]	26.04.1970
Passenger 2	Firs Name	Last	Petit Sandra			Birth date [d.m.y]	19.09.1971

Tariff	Total	#/N/A	Until [date]	#/N/A	Until [date]	Discount/Comission	Currency
Cabin rate	#/N/A	#/N/A		#/N/A			EUR
On Board Credit	#/N/A	#/N/A	27.01.2021	#/N/A	-		EUR
Extra services	0,00 €	0,00 €		0,00 €			EUR
Cabin rate	0,00 €	#/N/A		#/N/A			EUR
On Board Credit	0,00 €	#/N/A	31.01.2021	#/N/A	-	0	EUR
Extra services	0,00 €	0,00 €		0,00 €			EUR
<b>TOTAL RATE</b>	#/N/A	#/N/A	31.01.2021	#/N/A	-	0,00 €	EUR

<b>Flexibil</b>	<b>Supplimentary processing fee</b>	0,00 €	<b>Modification fee</b>	0,00 €	<b>Modification fee date</b>	17.08.2021
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Cancellation fee	Until [1]	Penalty [1]	Until [2]	Penalty [2]	Until [3]	Penalty [3]	Until [4]	Penalty [4]
Date d/m/y / Penalt	04.05.2021	#/N/A	18.05.2021	#/N/A	02.06.2021	#/N/A	01.09.2021	#/N/A
AGENCY Info				+4 0736 679 040 hello@croaziere.co www.croaziere.co				
Bank Account RON				RO84 BTRL RONC RT04 1067 4902 - cod swift BTRLRO22				
Bank Account EUR	Banca Transilvania			RO34 BTRL EURC RT04 1067 4902 - cod swift BTRLRO22				

**Language** – Client accepts that the language of this contract is English, disregarding the nationality / residence of the Client.

**Cabins** - If the cabin number is "To be defined", the CLIENT together with the AGENCY will subsequently establish the cabin number.

**Contract Price** - The Contract Price is the sum of all components listed in these Special Conditions, in the table section above.

**Cabin Rate** - The tariff includes all the components provided in the OFFER, which is an integral part of this Contract, specified in these Special Conditions in the table section above.

**Tourist Tax / Service Charge** - The tourist tax / service charge per person, which is mentioned in the COMPANY's Terms and Conditions as payable in addition, usually on board the VESSEL, is included by the AGENCY in the CABIN RATE.

**Port and Government Taxes** - All these taxes that are mentioned in the Company's Terms and Conditions as payable in addition, are already included by the AGENCY in the CABIN RATE. According to the Company's Terms and Conditions, in situations of extreme urgency, force majeure or other, if during the cruise, port or government authorities impose additional fees to those already included in the CABIN RATE, the AGENCY reserves the right to claim these fees from the CLIENT, in addition to the CONTRACT PRICE. To date, there have been no such events for the cruise itinerary covered by the Contract.

**Additional fuel tax** - According to the COMPANY's Terms and Conditions, in the event of a change in fuel prices, the COMPANY may impose an additional tax on each PASSENGER. The AGENCY will have the right to request from the CLIENT these possible additional fuel taxes that can be in the maximum amount of 11 USD / person, with a prior notice of 90 days before the Boarding Date.

**On Board Credit** - On board of the ships, no card or cash payments can be made, but only using the cabin / bracelet / access key, which has an on-board account attached. The on-board account can be credited by the PASSENGER at the Reception Desk by card or by cash deposit. The CONTRACT PRICE includes On Board Credit for each PASSENGER. The amount varies depending on the cabin class and is set according to these Special Conditions. The credit can be used for any type of existing goods and services, only on board the ship. If the On Board Credit is not consumed during the cruise, its remaining amount at the end of the cruise is not repayable.

**Tourist Package** - The tourist package consists of a stay on board a cruise ship of a Premium Cruise COMPANY, specified in these Special Conditions. During the entire mentioned stay, the Festival entitled UNTOLD Odyssey will take place on board the ship, organized by UNTOLD SRL. The details regarding the Festival are included in the OFFER which is an integral part of this Contract.

**Offer** - The OFFER represents the document received by the CLIENT from the e-mail address of the AGENCY, containing the details regarding the Tourist Package, which is the object of the present Contract and represents an integral part of the Contract.

**Passenger Name** - The CLIENT is obliged, under the risk of impossibility to embark PASSENGERS who have another name in the travel documents at the date of embarking, to insure the correctness of the passengers' names in case of change by marriage, divorce or other situations.

**Cancellation Policy** - In case of cancellation based on the CLIENT's decision, the penalties established in these Special Conditions will be applied, according to the penalty grid.

**Assignment / Addendum** - document by which the AGENCY expresses its agreement with the total or partial assignment of this contract, under the same conditions, by the CLIENT to another person, who subrogates in all rights and obligations of initial PASSENGERS / document amending this contract .

**Termination** - If the first installment is not collected within the deadline set in the Special Conditions, the contract is considered terminated by law, without delay by or intervention of a court and without granting grace periods or completion of any other prior formalities.

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## Section 1 – Special Conditions

**Signing of the Contract** - The contract will be signed electronically by the AGENCY and will be considered signed by the CLIENT by paying the invoice for the first installment, specified in the Special Conditions. The parties agree that this contract shall be communicated by e-mail and stored in electronic PDF format on the e-mail server or in other durable electronic storage media.

Cruise&Holiday SRL,

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Daniela Claudia BOGDAN, General Manager

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## Section 2 – General Conditions

### 1 The Parties

**CLIENT** and PASSENGERS, with the identification data listed in the Special Conditions, as CLIENT.

**SC Cruise & Holiday SRL** based in Oradea, 41 Tudor Vladimirescu Street, postal code 410203, registered at the Trade Register under number J5 / 1856/2014, CUI RO33869892, holder of the Tourism License No. 1797 / 23.04.2019 (updating in process) issued by the Ministry of Tourism for the Travel Agency with the commercial name "croaziere.co", legally represented by Administrator Daniela Claudia BOGDAN, as **AGENCY**.

### 2 Details and Interpretation

These General Terms and Conditions are read in conjunction with the Special Conditions. By accepting the Special Conditions, the parties implicitly accept the entire contract of which both the Special and the General Conditions are an integral part, implicitly and by default accepting the Terms and Conditions of the Cruise Company and the Festival Organizer.

In this contract, unless otherwise provided, words in the singular form shall include the plural form and vice versa, where the context so permits. "Day" or "days" or any reference to days are calendar days, unless otherwise specified.

**Agency** - Represents SC Cruise & Holiday SRL with the data entered in Art. 1, and with the trade name Croaziere.co, Website [www.croaziere.co](http://www.croaziere.co), as an organizing agency.

**Company** - Represents the Cruise Company that provides part of the tourism package. Its name and internet address are specified in the Special Conditions. All contact details of the COMPANY can be found on its website.

**Company Terms and Conditions** - Represents and constitutes the legal relationship established between the CLIENT and the COMPANY by purchasing the tourist package mediated by the AGENCY through this Contract. These conditions can be found listed inside this Contract and on the official website of the COMPANY.

**Festival Organizer** - Represents SC UNTOLD SRL, with registered office at 122A Eremia Grigorescu Str. Cluj-Napoca, Romania, Fiscal Registration Code RO35113711, Trade Registry Code J12/3105/2015, [www.untold.com](http://www.untold.com), the company that organizes the festival called UNTOLD Odyssey on board the cruise ship, during the stay / cruise that is the object of this Contract.

**Terms and Conditions of the Festival Organizer** - Represents the established legal relationship assumed by the CLIENT in relation to the FESTIVAL ORGANIZER, listed inside this Contract.

**Contract** - This contract containing in the following order of prevalence: the Special Conditions, the General Conditions and the Commercial Offer with the written communications between the CLIENT and the AGENCY, on the basis of which it was drawn up. If any provisions of the contract documents are contrary, the one entered in the prevailing contract component, according to this definition, will be considered as final. The Terms and Conditions of the COMPANY and the FESTIVAL ORGANIZER represent the legal relations established directly between the CLIENT and each of these entities, through this Intermediation Contract. The Terms and Conditions of the COMPANY and of the FESTIVAL ORGANIZER come in addition to this Contract and do not apply to the AGENCY, except to the extent that it assumes, by CONTRACT, certain elements of these Terms and Conditions.

**Client / Passenger** - The Buyer / Buyers of the tourism package, with the data listed inside the Special Conditions in the "Client" and "Passengers" section.

**Temporary reservation** - Blocking by the AGENCY, for a certain period of time specified in the Commitment of temporary reservation, of a certain tourist package, with all its data, towards a certain person, potential CLIENT. If, within the Temporary Reservation, the person does not sign/accept this contract and does not make the payment of the first installment that the AGENCY subsequently collects, the temporary reservation automatically expires within the term entered in the Agency Commitment, without any additional obligation of the CLIENT or the AGENCY.

**Reservation (confirmed)** - The temporary reservation of the tourist package is confirmed with the date and time of the payment for the first installment, on the date of collection by the AGENCY, the value and payment deadline being listed in the Special Conditions. If the CLIENT signs/accepts this contract and the first installment is not paid within the deadline set in the Special Conditions, the contract is considered terminated by law, without delay or the intervention of a court and without granting grace periods or fulfilling any other prior formalities.

### 3 Object of the Contract

The object of the contract is the intermediation by the AGENCY of the sale of the tourist package to the CLIENT, under the conditions listed in this Contract, the Commercial OFFER sent and the communications between the AGENCY and the CLIENT prior to this Contract and the Terms and Conditions of the COMPANY and the FESTIVAL ORGANIZER.

The tourist package sold by the cruise COMPANY is created based on the COMPANY's Terms and Conditions.

**THE COMPANY** directly or through the AGENCY, assumes responsibility for the proper execution of all travel services included in the cruise and is obligated to provide assistance in case the PASSENGER is in difficulty in accordance with Art. 17 of GO 2/2018. The contract related to each tourist package imposed by the COMPANY is represented by the Company's Terms and Conditions, is individual and is concluded between the COMPANY and the CLIENT. By concluding this Contract, the CLIENT explicitly accepts the COMPANY's Terms and Conditions both in its own name and for all passengers listed in the Special Conditions.

The CLIENT declares that he has read the COMPANY's Terms and Conditions as well as the rest of the travel conditions that fall under his responsibility [visas, local legislation at destinations, etc.] and the like, regarding the tourist package purchased with the AGENCY. THE AGENCY expressly warns all CLIENTS that by purchasing the tourist packages, a contract is constituted **also** between the CLIENT and the COMPANY, the latter being the one that provides the tourist

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## Section 2 – General Conditions

services and the one that imposes the conditions of the tourist package. If during the performance of this intermediation contract, the COMPANY changes certain contractual conditions applicable to the tourist package, this contract is updated implicitly with the new conditions imposed and the AGENCY will not be held liable, as it is an intermediary in relation to the contractual relationship established between the CLIENT and the COMPANY.

**THE ORGANIZER OF THE FESTIVAL** assumes responsibility for the activities organized on board the cruise ship, based on the Terms and Conditions of the ORGANIZER. By concluding this Contract, the CLIENT declares that he has read and explicitly accepts the ORGANIZER's Terms and Conditions both in his own name and for all passengers listed in the Special Conditions.

**THE AGENCY** assumes full responsibility for this Contract as well as for the full assistance and guidance required of the CLIENT in relation to the COMPANY, the FESTIVAL ORGANIZER as well as for other providers of additional services that the CLIENT may request, in accordance with the following paragraph.

### 4 The Contract Price

The contract price is the one listed in the Special Conditions at TOTAL RATE. The price may increase depending on the additional services that the CLIENT will order from the AGENCY and the AGENCY accepts that it can mediate them. At the same time, the contract price may vary for example with taxes/penalties or other amounts of this type, which the CLIENT has undertaken to pay to the AGENCY in the cases stipulated in the CONTRACT (e.g., penalties for cancellation of the reserved tourist package, if appropriate, modification fees, others, etc.). The contract price is expressed in EUR. In case the CLIENT will make the payment in RON or other currency, the value is represented by the NBR (National Bank of Romania) Exchange Rate on the day of payment + 2% exchange risk fee.

The CONTRACT PRICE is the one listed in the Special Conditions at TOTAL RATE. The price may increase depending on the additional services that the CLIENT will order from the AGENCY and the AGENCY accepts that it can mediate them.

After signing this Agreement, if the CLIENT wishes to purchase additional services such as: intermediation of flights reservation, airport-hotel-port of embarkation transfer services or other services of the nature of those listed above or related to the tourist package purchased, he will have to make a separate request, and the AGENCY will communicate if it can mediate / offer them. All these services will be ordered by the CLIENT and will be invoiced separately by the AGENCY, in addition to CONTRACT PRICE listed in the Special Conditions, the CLIENT's request and the related invoice issued by the AGENCY representing the contract, without the need for an Addendum to this Contract. The Terms and Conditions of the providers of these services will apply to additional services.

The CONTRACT PRICE may be adjusted, by reduction, by the AGENCY in the event that after signing the contract, the AGENCY decides to launch promotions that involve a lower PRICE. In this situation, the CLIENT can benefit from the promotion launched and the AGENCY will provide services in the amount of the price reduction or by adding the equivalent value in the amount of the On Board Credit.

The CONTRACT PRICE may vary depending on the additional government / port fees that may be imposed by the authorities of the states on the cruise itinerary, following the signing of this Agreement.

The CONTRACT PRICE may vary according to the COMPANY's Terms and Conditions, if ADDITIONAL FUEL TAX will be incident.

At the same time, the CONTRACT PRICE may vary for example with taxes / penalties or other amounts of this type that the CLIENT has undertaken to pay the AGENCY in the situations stated inside the Contract (eg penalties for cancellation of the tourist package reserved, as appropriate, modification fees, others, etc.).

**The CONTRACT PRICE is expressed in EUR. In case the CLIENT will make the payment in RON or other currency, the value is represented by the NBR (National Bank Of Romania, [www.bnr.ro](http://www.bnr.ro)) Exchange Rate on the day of payment + 2% exchange rate fee.**

### 5 Terms of Payment for Tourist Packages

The contract is considered to be concluded implicitly on the date when the CLIENT has paid the first installment specified in the Special Conditions, payment which is subsequently collected by the AGENCY. The payment can be made in RON or EUR, at the CLIENT's choice [choice that is listed in the Special Conditions] by cash deposit, bank transfer, on-line card payment, in the AGENCY's bank accounts and at the deadlines of each payment, as defined in the Special Conditions.

The CLIENT is responsible for meeting the payment terms. If any of the payment deadlines are surpassed, the AGENCY will not be obligated to confirm or subsequently keep the reservation made for the CLIENT who failed to respect these deadlines.

**The reservation and implicitly this contract can be canceled in case the CLIENT does not respect the payment term related to the first installment, specified in the Special Conditions. Cancellation is made by law, automatically, without notice, delay or the intervention of a court.**

**The reservation can be considered canceled by the AGENCY following the CLIENT's decision if he will surpass the payment deadlines for the other installments, subsequent to the first installment, in which case the cancellation penalties established by the Special Conditions apply. As the case may be, in the situation described, the AGENCY will reimburse the CLIENT with the rest of the amounts which remain after deducting the equivalent value of the penalties and the modification fee.**

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The payment of the tourist services will be made based on the invoice/proforma invoice sent by the AGENCY, in any of its bank accounts listed in the Special Conditions and on the issued invoice. If the payment is made on the last day of the payment period and the AGENCY does not collect the amounts in its bank accounts, the reservation is suspended until collection and if the collection is not made for various reasons within a reasonable time (maximum 48 hours) the reservation can be considered canceled at AGENCY's sole discretion and without any prior notification.

Thus, the date of payment, which is subsequently collected by the AGENCY, represents the date according to which the AGENCY will confirm the reservation. Payments made after end of availability will be refunded in full or will be retained for the **"Waiting List"**, depending on the CLIENT's decision.

Given the limited number of tickets, the AGENCY will create a **"Waiting List"** for customers who wish it, taking into account that certain cabins may become available again for various reasons (cancellation by the client, illness, unavailability, etc.).

### 6 Conditions for Modifications of Tourist Services on Cruise Ships

Reservation modifications made by the CLIENT are allowed only with the consent of the COMPANY and are subject to availability. Any changes, including the cancellation of a confirmed reservation must be sent in writing by the CLIENT to the e-mail address of the AGENCY with an acknowledgment of receipt from the AGENCY.

A confirmed reservation can be modified depending on availability, up to the maximum term entered in the Special Conditions and with the payment of an additional fee, specified in the Special Conditions. If the change involves price differences, the amounts will be paid in addition within 2 days, otherwise the changes will not be operated. Certain changes that the AGENCY will specify in each case can only be made with the cancellation of the already confirmed reservation and implicitly with the payment of the cancellation penalties.

The CLIENT is responsible for the correctness of the conveyed information and any error thereof will not be the fault of the AGENCY. THE AGENCY is not responsible if the data in the travel document wasn't transmitted correctly and therefore the CLIENT/PASSENGER cannot board the plane/ship/etc.

If one of the PASSENGERS can no longer take part in the trip, his contract may be assigned to another person. In this case, it is mandatory to sign an Addendum by which the AGENCY expresses its agreement, and all rights and obligations are taken over by the new passenger. All payments made up to that date will be considered made on behalf of the new CLIENT / PASSENGERS.

### 7 Cancellation and Modification by the COMPANY/AGENCY

**Minor modifications.** THE COMPANY and / or the AGENCY does not guarantee that the ship will stop at each of the communicated ports or that it will follow in detail the itinerary initially announced, in case of unforeseen conditions. Both the COMPANY as well as the captain of each ship have the right to request the omission of a certain port, its replacement with another (not initially announced), to deviate from the initial itinerary or even to replace the vessel. In this situation, the COMPANY do not assume any responsibility in case the arrival and departure times from the ports mentioned in the OFFER will not be observed, apart from the prior information of the CLIENT. **Any route changes are aimed at the interest and safety of tourists.**

In case of editing errors, the COMPANY / AGENCY will make changes to correct them from brochures / offers both before and after confirming the CLIENT's reservations.

**Major modifications.** In extremely rare situations, major changes may be made by the COMPANY, which means that it will not be possible to provide all or part of the services in the tourist package. These changes may even mean the cancellation of confirmed bookings. If such major changes are imposed by the COMPANY, the AGENCY/COMPANY will inform the CLIENT as soon as possible.

If a major change is required before leaving on the cruise, the CLIENT has the opportunity to choose one of the following options. **1.** To change the tourist package with a similar one, at a standard similar to the one initially reserved, for another date. At least one alternative to the same or even a higher standard will be offered. If the new package has a different Price, it will be communicated to the CLIENT, and, as the case may be, the AGENCY will reimburse the difference, or the CLIENT will pay the supplement. **2.** To request the reimbursement of the entire amount paid, provided that he requests the reimbursement within a maximum of 5 days from the receipt of the information regarding the major change operated by the COMPANY. The reimbursement will be made by the AGENCY, in case the change was not generated by an event insured by the CLIENT's Insurance Policy, within 30 to a maximum of 90 days.

If a major change is made after the start of the cruise, the COMPANY and the AGENCY will propose to the CLIENT compensatory arrangements in the form of services or will reimburse the CLIENT with the amounts paid for the services that could not be provided.

If the major change occurs due to unforeseen events or force majeure, the CLIENT will be reimbursed for the amounts paid. All refunds to the CLIENT will be made by the COMPANY, the FESTIVAL ORGANIZER and the AGENCY through the AGENCY.

THE AGENCY, the FESTIVAL ORGANIZER or the COMPANY does not assume obligations of reimbursement or compensation regarding any other tourist services purchased by the CUSTOMER individually, without the intermediation or recommendation of the AGENCY.

### 8 Cancellation by the CLIENT

The cancellation conditions in force at the date of signing this contract are listed in the Special Conditions [both the terms and the value of penalties for each term]. In case of cancellation of a confirmed reservation, in addition to the listed penalties, an additional processing fee will be charged, if provided.

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If the CLIENT requests the cancellation of the reservation, the date of cancellation is represented by the date of collection of the related penalty by the AGENCY. If the collection of the penalty [and not the payment] occurs on a date other than the cancellation period for which the penalty was calculated, the amount of the penalty will be changed according to the new deadline.

### 9 Travel Conditions

The CLIENT declares on his / her own responsibility that he / she is clinically healthy and is medically fit to participate in the cruise / event.

If the CLIENT suffers from any condition that may affect his/her own health, or that of others, by participating in the event, he is required to present a medical certificate attesting that he/her is fit to travel. The lack of a medical document may determine the COMPANY's refusal to allow access on board. The CLIENT assumes all the consequences of not declaring or hiding in any way a medical condition that could affect his participation in the event.

THE CLIENT / PASSENGERS are aware that during the event there will be concerts with high intensity noise and extremely strong lighting effects, which can generate epileptic seizures.

At the same time, in the current pandemic context, the CLIENT / PASSENGERS declare that they have performed a Covid-19 test and have a negative result and hereby expresses their agreement to be subjected, in the cruise terminal and later, on board the ship to any test that confirm the negative result presented.

On itineraries departing from **Europe**, the minimum age for booking a cruise or occupying a cabin alone is **18 years old on the date of the embarking**. Anyone under the age of 18 who does not travel with parents must be accompanied by an adult (minor means under 18 for Europe, Asia, Dubai, South America, Australia and New Zealand and under **21 for the USA, including Puerto Rico and Canada - on the date of embarkation**) and must present at the time of embarking a notarized letter by which the parents agree to the minor's trip and authorize the person accompanying the minor to sign in case of application of the emergency treatment recommended by the ship's doctor. If this written proof is not provided, the minor will not be allowed on board. The COMPANY, THE FESTIVAL ORGANIZER and the AGENCY will not be liable for any additional costs, prejudices or damages that may arise as a result of the failure to present a letter of authorization allowing the minor the access on board. The COMPANY, THE FESTIVAL ORGANIZER and the AGENCY will not pay any compensation and will not reimburse any amount to a minor whose access on board has been denied due to the lack of the necessary documents to make the trip. Also, parents or legal guardians traveling with a minor with a different family name than theirs, are required to present an official document (birth/divorce certificate, etc.), to prove that they are the parents / guardians of the minor in question.

Reservations for pregnant women are accepted, but only **if the pregnancy does not exceed 24 weeks at debarkation date**. At any stage of pregnancy up to 24 weeks (at debarkation date), in order to be embarked, pregnant women must have a medical certificate attesting to good health and the term of the pregnancy (number of weeks).

For citizens of the European Union, although they can move freely between Member States or only on the basis of the identity card, they need a **full EU passport** in order to board the cruise ship. The expiry date of the passport must cover the period up to the date of return to the country of residence.

**Citizens outside the European Union must identify their travel conditions in accordance with the legislation of the state of residence. Obtaining visas as well as any other necessary papers, as well as the related fees/expenses represent the exclusive obligations of the CLIENT/PASSENGERS.** The information provided by the AGENCY serves as a guide and not as a certification of international interstate relations. The facilities offered by the COMPANY (the possibility of obtaining visas on board the ship) do not guarantee that the CLIENT/PASSENGERS will obtain these visas, the payment of the "interview fee" with the authorities of the destination state cannot be confused with the payment of a visa facilitation/diligence service. According to international law, obtaining visas is an exclusive relationship between the applicant (individually) and the state of destination. If the CLIENT/PASSENGER is denied entry into a certain country or boarding, the COMPANY, the FESTIVAL ORGANIZER and the AGENCY do not bear any responsibility, he will have to bear all the consequences. The AGENCY strongly recommends obtaining visas from the consular offices of the countries of destination, both for the safety of the trip and because the fees can be much lower.

For all nationalities, it is the responsibility of the CLIENT/PASSENGERS to ensure that they have all the necessary travel documents, medical and any other nature, before departure. All costs incurred in obtaining these documents must be borne by the CLIENT/PASSENGERS. The COMPANY, the FESTIVAL ORGANIZER or the AGENCY do not bear any responsibility if they restrict the access aboard any means of transport or the entrance in any country/territorial waters, due to the lack of the necessary documents. If the absence of any travel document or other necessary documents leads to fines, surcharges or other financial penalties imposed or transmitted to us or lead to expenses incurred by the AGENCY, the CLIENT will be responsible for reimbursing all expenses.

The AGENCY does not have the right to make reservations for citizens and residents of the following states: Cuba, Iran, North Korea, Sudan, Syria, Russia and Ukraine.

### 10 Claims, Complaints and Difficult Situations

The cruises organized by the COMPANY correspond to a superior quality standard, guaranteed by the organizers. In the unlikely event of any unpleasant situations, the CLIENT must report that situation in writing, within 24 hours of the unpleasant event, but before leaving the ship, both to the COMPANY and the AGENCY, so that it can be found and/or remedied (as appropriate) as soon as possible. A similar request will be submitted at the reception desk of the ship, **where it will be clearly signed for reception by the person in charge at that time**. If the CLIENT is in difficulty during the cruise, he/her

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will urgently contact the AGENCY at the contact details in the contract or the COMPANY at the contact details that will be displayed on the Travel Tickets.

### 11 Rights and Obligations of the AGENCY

If the AGENCY is obligated to modify one of the essential provisions of the contract, it has the obligation to inform the CLIENT at least 30 days before embarkation.

The AGENCY is responsible for the proper execution of the obligations assumed through the contract, except for the following cases: (1) when the non-fulfillment or defective fulfillment of the obligations is caused by the CLIENT; (2) when the non-fulfillment of obligations is due to force majeure or unforeseeable circumstances which neither the AGENCY nor the service providers could foresee or avoid (changes in timetable or itinerary, delays in the traffic of means of transport, natural causes which prevent transport and/or accommodation, strikes, demonstrations, rebellion, war, etc.).

The AGENCY is not liable for damages caused to the CLIENT due to delayed flights (including charter), loss of luggage and/or other circumstances for which the air carrier or other bears sole responsibility and is not obliged to reimburse the value of the services purchased.

The AGENCY has the obligation to send the CLIENT the cruise ticket no later than 2 days before the start of the cruise.

The AGENCY is not responsible and will not reimburse any costs if the CLIENT does not comply with the embarkation schedule, which may lead to missing the vessel in different ports.

The AGENCY has the right to refuse the requests of a CLIENT who in the past had at least 3 consecutive contracts signed with the AGENCY in which he subsequently requested the cancellation of the reservations.

The AGENCY undertakes to fully respect the confidentiality of the name and personal data of the CLIENT/PASSENGERS, except for the communication thereof to the COMPANY and punctually to the providers of other services requested by the CLIENT, such as flight booking, airport-hotel-boarding terminal transfer services or other destinations, etc.

The COMPANY, ORGANIZER or AGENCY may deny any CLIENT/PASSENGER access to the ship, of which the medical staff or the Ship's Captain consider to be infected with viruses, including Covid-19, which may affect the health of other PASSENGERS. In this situation, the COMPANY, the ORGANIZER or the AGENCY are not responsible for the reimbursement of the expenses with the tourist package and for any other expenses, these being included in the CLIENT/PASSENGER Insurance Policy.

### 12 Rights and Obligations of the CLIENT

The CLIENT / PASSENGER is obliged to fulfill all the contractual obligations assumed by this Contract and in case of any default (except those regarding the payment, for which specific sanctions were provided in chapter 5), gives the AGENCY the right to unilaterally terminate the contract, with a written notification by e-mail, within 3 (three) days from the date of finding the non-execution.

The CLIENT/PASSENGER is responsible for any additional formalities required (e.g., travel with minors, the situation in which the tourist's name is changed as a result of his marriage/divorce, etc.), and he undertakes to meet all legal requirements.

The CLIENT/PASSENGER undertakes to obtain the necessary visas (as appropriate). In case the CLIENT/PASSENGER will be denied access/visa for any of the countries included in the itinerary and this aspect leads to the cancellation of the reservation, the cancellation will be made according to Art. 8.

The CLIENT/PASSENGER is obligated to undergo the mandatory requests and any safety and health procedures on board the ship, namely: performing rapid tests, PCR tests and other tests necessary to detect Covid-19 infection before embarkation, in the cruise terminal and throughout the duration of the cruise, whenever the COMPANY deems it necessary. The CLIENT/PASSENGER is also obligated to wear a "mobility" bracelet designed to transmit to the system on board the persons who have been in touch for a certain period of time, so that in case of any manifestation of Covid-19 symptoms, all these persons can be called in for testing. All such procedures on board the vessel, are included in the Contract Price.

### 13 Insurances

Through this Contract, the AGENCY obliges all PASSENGERS to conclude individual Insurance Policies, as follows: **Travel insurance policy** through which the client is insured for the expenses due to cancellation of the trip, medical inclusive Covid-19 insurance abroad and accident. **Travel insurance policy** through which the client is insured for the expenses incurred with the interruption of the trip, hospitalization, late arrival at the place where the vacation is made inclusive due to Covid-19, damage or theft of travel luggage, accident and private liability for travel. The AGENCY may advise, at the request of the CLIENT/PASSENGERS, on the recommended Insurance Policies.

### 14 Force Majeure

In addition to the other provisions of the contract, force majeure exempts the parties, the CLIENT, the AGENCY, the ORGANIZER OF THE FESTIVAL and the COMPANY, from fulfilling the obligations assumed by this contract, during the period in which it acts. The performance of the contract will be suspended during the period of force majeure, but without prejudice to the rights of the parties until its occurrence or subsequent conclusion. The contracting party invoking force majeure shall notify the other party immediately and in full of its occurrence and shall take all measures available to it to limit the consequences. If force majeure acts or is deemed to act for a period longer than the duration of the contract, each party shall have the right to invoke against the other party the full termination of this contract, without either party being able to claim damages from the other.

The Parties sign this Contract during the Covid-19 virus pandemic, being fully aware of the situation. The parties cannot withdraw from the Contract by invoking force majeure due to this pandemic, under the conditions shown above. The parties will thus treat the contractual conditions in accordance with the legal measures in force at the time of embarkation. In case the CLIENT invokes force majeure due to the pandemic, the provisions of Art. 8 will apply. In case the AGENCY invokes force majeure due to pandemic, the provisions of Art. 7 will apply.

### 15 Dispute Settlement

The parties will make every effort to resolve amicably, through direct negotiations, any misunderstanding or dispute that may arise between them in or in connection with the performance of the contract. If, after 15 days from the beginning of these negotiations, the parties fail to amicably resolve a contractual dispute, each may request that the dispute be resolved by an arbitration court or by the competent courts in Romania.

### 16 Language, Law and Duration of the Contract

The language governing the contract is Romanian. The contract will be interpreted according to Romanian laws. The Contract enters into force on the date of the first payment made by the CLIENT and which was subsequently collected by the AGENCY, a payment which implicitly represents the signing/acceptance of the Contract. The contract expires on the date of debarkation if the cruise is not previously canceled by the CLIENT or AGENCY, in accordance with this Contract. The obligations arising out of this Contract shall remain valid until fulfilled by the obligated party, even if they are not fulfilled within the specified duration.

**The language and law governing the relationship established by this intermediation contract between the CLIENT and the COMPANY is English and the applicable law is the law of USA, State of Florida.**

### 17 Communications

Any communication between the parties regarding the performance of this contract must be sent in writing to the specified premises of the parties, by e-mail or telephone, to the contact details referred to in the Special Conditions.

**The parties sign and accept the CONTRACT in accordance with the specifications in the section allocated in the Special Conditions.**



# Intermediation Contract for Tourism Services croaziere.co

## Section 3 – Collection and processing of personal data

The CLIENT with the identification data listed in the Special Conditions, declares for himself and for the PASSENGERS listed in this contract, him/her being empowered by them to act on their behalf when contracting the tourist package services with the AGENCY, the following:

"I agree that my personal data, provided by email or other electronic means to the email or other electronic address of the AGENCY, will be processed by Cruise & Holiday SRL for providing tourist assistance in order to book the contracted tourist package.

I agree that my personal data will be processed for the preparation and transmission of the requested offer, the requested information and for making the reservation in the reservation system of the cruise COMPANY. I understand that this consent can be revoked by sending an e-mail to: [contact@croaziere.co](mailto:contact@croaziere.co), to the attention of the data protection officer.

By using the AGENCY services, I understand/confirm that the administrator of my personal data provided is SC Cruise & Holiday SRL with its registered office in Oradea, Tudor Vladimirescu 41/14, Bihor County, Romania. I understand / confirm that my personal data is processed and transmitted in accordance with Regulation (EU) 2016 / 679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and regarding the free movement of this data and the repealing of the Directive 95 / 46 / EC (General Data Protection Regulation - GDPR)."

By checking the box displayed on the website of Cruise & Holiday SRL - [www.croaziere.co](http://www.croaziere.co), next to the section "**I agree with the Privacy Policy**", the CLIENT express, in full knowledge of the facts and in accordance with the provisions of Art. 4 (11) and Art. 6 (1) of EU Regulation No. 679/2016 (GDPR), his/her express consent for the processing of personal data, an operation that involves the collection, use, storage, processing and disclosure of your information in order to execute in good faith the tourist intermediation contract.

The CLIENT agrees and expresses his/her consent in the sense of processing any necessary personal data (such as, but not limited to name, surname, telephone number, e-mail address, home address, data contained in identification documents - bulletin , identity card, passport or any other equivalent document issued by the national authorities of residence) in view of the execution of the reservation and / or the contract for the provision of services. The CLIENT also agrees to the processing and transmission of these data to all legal entities that have direct obligations to the AGENCY and / or to the CLIENT for the proper execution of the tourist services contract, in order to ensure the reservation and execution of contracts between the Parties. Specifically, the CLIENT has acknowledged that the cruise ship is not in all situations the territory of the EU and relations with the Cruise COMPANY are not governed in all cases by EU law, this contract being governed by the law of the state of residence of the COMPANY and agrees that personal data will be provided under these conditions to the COMPANY.

### 1 General Provisions

1.1 These Conditions apply regarding the organization and conduct of the UNTOLD event (hereinafter the Festival), organized by the company UNTOLD S.R.L, Fiscal Code RO35113711, registered at the Trade Register under no. J12 / 3105/2015, (hereinafter the ORGANIZER / UNTOLD) and contain the provisions that each participant in the event undertakes to comply with on board the cruise regarding all events organized by UNTOLD during the entire stay.

### 2 Health and Security

2.1 For the health and safety of the Participants, they know and agree that the AGENCY, COMPANY or ORGANIZER may request evidence to confirm that their health condition allows them to board the cruise ship, that they may apply health check measures (by test methods, taking the temperature, etc.) and that they submit to any measures requested by the state authorities imposed on the organizers of cruises/events, to prevent and combat any situations that may endanger the health of PASSENGERS.

### 3 Limitation of Untold Liability

3.1 During the Festival, the ORGANIZER may make changes to the program (artistic, organizational, etc.) unilaterally, depending on various situations that may arise along the way.

3.2 UNTOLD reserves the right to modify, restructure and further develop the Festival, the Services and Products offered within the Festival, at its choice, depending on needs. Visitors are not entitled to make any claims against UNTOLD regarding such changes, restructuring or further development.

3.3 Therefore, UNTOLD will not guarantee PASSENGERS the availability, content, quality and quantity of programs and Services (such as the evolution of a particular artist, the fact that the evolution of a particular artist will live up to the Visitor's expectations, or the opportunity to participate in a particular program artistically and / or at a specific location). These elements can take shape depending on the special characteristics of the location, the extraordinary situations that have occurred and the equipment present there (such as the number of seats of a certain location).

3.4 However, UNTOLD will make every effort to provide the Programs and Services previously communicated and, if it becomes impossible to provide them, to replace the canceled program or the Service previously communicated with another program or Service.

3.5 During the Festival there can be various high intensity light shows and pyrotechnic effects that can harm children or people with epilepsy.

3.6 Participants who suffer from mental and physical illnesses and who may be affected in any way by loud noises, special visual effects, crowded areas, special sound effects or anything like that, assume full responsibility for any damage they may suffer.

3.7 Also, the ORGANIZER, AGENCY or COMPANY do not assume responsibility for any damage or injury that may arise as a result of fireworks. PASSENGERS assume full responsibility for their ability to participate physically/mentally in various activities within the Festival.

3.8 IMPORTANT! We recommend performing specialized medical check-ups before participating in activities that require a high level of effort.

### 4 Video Surveillance and Personal Data Processing

4.1 The processing of your personal data taken through the surveillance video cameras takes place whenever you are inside the UNTOLD festival, and by participating in the Festival you explicitly give your consent for this processing. Also, the concerts as well as the entire festival can be recorded via video/photo by our contractual partners, for marketing and advertising purposes.

4.2 The categories of the processed personal data, the means, the purposes of the processing, as well as the entire policy of UNTOLD regarding the processing of personal data are found in the Privacy Policy of the UNTOLD 2021 Festival available on [www.untold.com](http://www.untold.com) in the Privacy Policy section.

4.3 According to EU Regulation 679 / 2016 (GDPR) you have the right of access, rectification, the right to obtain data deletion or restriction of processing, the right to data portability, the right to object, the right not to be subject to a decision based exclusively on automatic processing.

4.4 To exercise these rights you can contact S.C. UNTOLD S.R.L with a written request, dated and signed, at [dpo@untold.com](mailto:dpo@untold.com)

4.5 If you believe that your personal data is processed otherwise than in accordance with applicable law, please contact us at [dpo@untold.com](mailto:dpo@untold.com) or you may contact the National Authority for the Supervision of Personal Data Processing.

4.6 For more details on the processing of personal data, please see the Privacy Policy available at [www.untold.com](http://www.untold.com).

**1. Definitions:** This Contract is between the Carrier and the Guest. The “Guest” is each person whose name appears on the face of this ticket and/or who uses the ticket for passage on the voyage described in the ticket, and includes any accompanying minors, and any of their heirs, successors, assigns or representatives. The word “Carrier” shall mean NCL (Bahamas) Ltd. doing business as Norwegian Cruise Line and shall include its subsidiaries, affiliates, agents, assigns, as well as the vessel upon which the voyage was booked or any vessel substituted in its place, including the master and crew of the vessel(s) for Guest’s voyage. However, for voyages on the Norwegian Joy, the word “Carrier” shall mean Eurosoft Corporation Limited doing business as Norwegian Cruise Line and shall include its subsidiaries, affiliates, agents, assigns, as well as the vessel Norwegian Joy, or any vessel substituted in its place, including the master and crew of the vessel(s) for Guest’s voyage.

**2. The Contract:** The Guest agrees that this Contract governs the relationship between the Guest and the Carrier, regardless of the Guest’s age, whether the Guest purchased the ticket on his or her own behalf, and/or whether the ticket has been held and/or presented by another person on behalf of the Guest. The Guest agrees that, except as expressly provided herein, this Contract constitutes the entire agreement between the Guest and Carrier, and shall supersede and exclude any prior representations that may have been made in relation to the cruise to the Guest or anyone representing him/her by anyone, including but not limited to anything stated in the Carrier’s brochures, advertisements, and other promotional materials, by Norwegian Cruise Line or NCL America employees or by third persons such as travel agents. In the event of a direct conflict between a provision of this Contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking, the PBOR controls. No person other than the person(s) named in the Ticket Contract can use the Ticket Contract without the express written agreement of the Carrier. This Contract is only valid for the cruise specified in the accompanying ticket. The terms herein shall be binding upon payment of the cruise fare by the Guest and Guest accepts and agrees to the terms upon presenting this Contract to the Carrier for boarding even if no payment of the cruise fare has been made. The rights, defenses, immunities and limitations of liability set forth herein shall inure to the benefit of the Carrier and all concessionaires, independent contractors or other service providers; and affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; all suppliers, shipbuilders, component part manufacturers; and its or their owners, operators, managers, charterers, agents, pilots, officers, crew and employees.

### 3. Terms of Fare:

(a) Items Included in Fare: The fare paid by the Guest for this ticket includes transportation on the vessel named herein, full board, and ordinary vessel food, but does not include beer, wine, spirits, sodas or mineral waters, nor expenses incurred for other incidental or personal services/purchases. Fares do not include certain taxes, fees, port expenses and charges imposed by governmental or quasi-governmental authorities, including port authorities, service charges or the cost of the fuel supplement, nor any security surcharges or similar incidental surcharges, for which passengers will be charged. If governmental or quasi-governmental action results in any element of such taxes and fees exceeding the estimates used by Carrier for purposes of computing the quoted amount, Carrier reserves the right to pass through the extra amount. The Guest agrees that the Carrier shall not be liable to make any refund to the Guest for tickets that are wholly or partially unused by the Guest except as otherwise expressly stated in this Contract, any law or government regulation to the contrary notwithstanding. Refunds shall be made as specified herein and in the cancellation policy section of the Terms and Conditions of the cruise brochure, which policy is incorporated herein by reference.

(b) Upgrades/Errors: Carrier reserves the right to collect the fare in effect for the accommodations selected by the Guest. Carrier shall be entitled to, but not obligated to, upgrade any guest free of charge

**IMPORTANT NOTICE:** Guests are advised to carefully read the terms and conditions of the Guest Ticket Contract set forth below which affect your legal rights and are binding. The Guest’s attention is specifically directed to Paragraphs 10 and 14 of the Terms and Conditions of the Guest Ticket Contract. Acceptance or use of this Contract shall constitute the agreement of Guest to these Terms and Conditions. To higher priced accommodations, at the sole discretion of Carrier. Carrier shall not be obligated to honor any booking resulting from, nor shall be responsible or liable whatsoever in connection with, misprints or errors of any kind, whether in brochures, advertisements, on the Internet, during the booking process or otherwise, that result in Guest being undercharged for the cruise. Carrier reserves the right, prior to sailing, to collect the correct fare or cancel the booking and refund any payment made by Guest. Carrier reserves the right to cancel any booking and/or deny boarding to any Guest that maintains an outstanding balance in any amount owed to Carrier.

(c) Service Charges: Certain members of Carrier’s crew are compensated by a combination of salary and incentive programs that are funded in part by the service charge paid by each Guest. The charge, which is automatically added to your onboard account and subject to adjustment at your discretion, is intended to reward service provided in all departments and job categories and is distributed to employees according to Carrier’s evaluation of job performance. A portion of the service charge collected by Carrier is also used for fleet-wide crew welfare programs.

### 4. Carrier’s Rules and Regulations:

(a) Guest’s Agreement: The Guest agrees to abide by the rules of the Carrier, including, but not limited to, the rules and regulations particularly set forth below, and to follow the lawful instructions of the vessel’s officers and crew, at all times. The Guest accepts that failure to do so constitutes a material breach of this Contract which may subject the Guest, as well as any accompanying Guest(s), to involuntary disembarkation without liability whatsoever to the Carrier for any refund or any other related loss or expense to the Guest, and any accompanying Guest(s).

(b) Carrier’s Right to Confine, or Refuse or Revoke Passage: The Guest recognizes and agrees that the Carrier reserves the right, without incurring liability of any kind, to refuse or revoke passage to, or confine to a stateroom, any Guest who, in the sole judgment of the Carrier or vessel’s medical personnel, may be refused admission into a port of landing or into the country of destination, or may be suffering from a contagious disease, or for any other cause may endanger themselves or others, or become obnoxious to others. Any Guest who is refused passage or otherwise denied any advertised benefit or

service under this paragraph shall not be entitled to receive any compensation whatsoever and shall become liable for any resulting expenses incurred by the Carrier. Guest acknowledges that it is Carrier's policy that all Guests must be onboard the vessel one (1) hour prior to the departure time noted on their cruise documents for the port of embarkation as well as one (1) hour before departure at all ports of call and agrees that it is the Guest's responsibility not to miss such final boarding time. Any Guest who fails to board the vessel one (1) hour prior to departure is at risk of being left at the port of embarkation or port of call. In such event, Carrier shall have the right without notice to depart without the Guest and Guest shall be fully responsible to pay for or indemnify the Carrier from all expenses incurred to rejoin the vessel at the next port or for his/her own return passage, including, but not limited to, government fees or fines, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees. In such event, Guest shall not be entitled to a refund and shall be deemed to have breached this ticket contract. Further, in such event, the entire fare shall be deemed fully earned by Carrier and no portion thereof shall be recoverable by Guest.

(c) Guests under 21: Any Guest under 21 years of age is considered a minor. Any Guest under the age of 21 must be accompanied in the same, connecting, or side by side stateroom by a Guest 21 years of age or older at the time of embarkation who expressly agrees to be responsible for the under-21 Guest throughout the cruise. The Guest agrees that this responsibility includes, but is not limited to, preventing the under-21 Guest from violating the vessel's rules, including preventing the under-21 Guest from purchasing and/or consuming alcohol and/or gambling on board the vessel, except as set forth herein. Guests must be 21 years of age or older to purchase or consume alcohol. With the exception of Alaska and Hawaii itineraries, Carrier permits Guests, between the ages of 18 through 20, to purchase and personally consume wine and beer only while onboard and with the consent of an accompanying parent. Authorization will be given only when the accompanying parent completes the Young Adult Alcoholic Beverage Waiver form. This form can be obtained and completed at the Guest Services Desk upon embarkation of the vessel. However, Guests 18 years of age or older are permitted to consume alcoholic beverages when sailing on roundtrip European voyages without having to complete the Young Adult Alcoholic Beverage Waiver form. Guests must be 18 years of age to engage in gambling on the vessel.

(d) Minors: If the Guest is an adult accompanying a minor or minors under the age of 18, and the adult Guest is not a spouse, parent, or legal guardian of the minor(s), the adult Guest must present an original Parent/Guardian Consent & Release Form, signed by both parents/legal guardians of the minor which authorizes the minor's travel, and further authorizes medical treatment in case of emergency, to a representative of the Carrier at the pier. If the adult Guest is the spouse of a minor, the adult Guest must present a certified copy of a valid marriage certificate to a representative of the Carrier at the pier. Failure to present any of the aforementioned documentation may result in boarding being denied with no refund provided. When accompanying a minor or minors on the vessel, the adult Guest agrees to be the agent of such minor(s) for all purposes, to accept and maintain full responsibility for supervising and ensuring the safety and health of such minor(s) and to bear full responsibility for the actions of such minor(s). Guest further ensures such minor(s) abide by the provisions of the guest ticket contract, all shipboard rules and regulations, and all applicable laws. The adult Guest further agrees that the Carrier is not liable for injury to minor(s) in the adult Guest's charge arising from the willful or negligent acts or omissions of other Guests or persons who are otherwise not acting on behalf of the Carrier. The adult Guest also agrees that under no circumstances will a minor be left aboard the vessel, other than in the care of the vessel's Kids' Crew or Teen's Crew programs, while the adult Guest responsible for the minor leaves the vessel for any reason, and in such circumstance the adult Guest agrees to indemnify and hold Carrier harmless for any and all loss, injury, or death of the minor or any other person involving the minor whatsoever. Adult guest must accompany all minors on any independently operated shore excursion purchased through Carrier.

(e) Forbidden Articles: The Guest agrees not to bring on board the vessel, under any circumstances, any firearms or weapons of any kind, ammunition, explosives, or other substances of a dangerous nature, nor animals of any kind, except service or guide animals, provided that the Guest notifies the Carrier, prior to the cruise, of the Guest's intention to bring such animal and agrees to accept full responsibility for any expense, damage, losses, or injuries associated with or caused by such animal. The Guest further understands and agrees that any alcoholic beverages purchased ashore shall not be brought or consumed aboard the vessel under any circumstances but shall be delivered to the vessel's crew at the gangway to be retained by the Carrier until the Guest disembarks at the end of the voyage. The Guest assumes all responsibility for complying with any applicable customs or import laws relating to any such purchase.

(f) No Soliciting: The Guest shall not solicit other Guests, the Carrier's employees, personnel or agents during the voyage with respect to any professional, commercial, or business activity, whether for profit or otherwise, without the prior written consent of the Carrier.

(g) Special Medical Care; Fitness to Travel: The Guest acknowledges that medical care while on a cruise ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Guest further understands that there may be circumstances beyond Carrier's control which may prevent or delay a medical evacuation or disembarkation. The Guest warrants that the Guest, and those for whom the Guest is responsible, are fit to travel. Any condition of the Guest that may require special attention or treatment of any kind should be reported to the Carrier by the Guest when a reservation is requested. The Guest agrees not to present herself for boarding under any circumstances if, by the time the Guest will conclude her travel with the Carrier, she will have entered the 24th week of pregnancy. The Guest further understands and agrees that infants sailing onboard a vessel must be at least six (6) months of age at time of sailing. However, for voyages that have three (3) or more consecutive days at sea, the infant must be at least twelve (12) months old at time of sailing. Guests with special needs are advised that certain international safety requirements, shipbuilding requirements, and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Guests requiring the use of a wheelchair must provide their own as any wheelchairs available on the vessel are for emergency use only. For the convenience and comfort of such Guests, they are strongly encouraged to bring a collapsible wheelchair. Guests are advised that standard cabins are not designed to be barrier free and wheelchair accessible.

(h) Liability of the Guest: The Guest shall be liable to and shall reimburse Carrier for all damages or loss of or to the vessel and its furnishings and any equipment or property of the Carrier or any other Guest caused directly or indirectly, in whole or in part, by any act or omission of the Guest or those for whom the Guest is responsible, whether willful or negligent, including but not limited to, theft or any other criminal act. The Guest shall further indemnify the Carrier and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Guest or those for whom the Guest is responsible.

### **5. Limitations and Disclaimers of Liability:**

(a) The Carrier and the Guest hereby agree there is no warranty, whether express or implied, as to the fitness, seaworthiness, or condition of the vessel or any person on board, or any food, drink, medicine, or provisions supplied on board the vessel. The Guest acknowledges that the Carrier is not an insurer of his

or her safety during the course of the voyage, and the Guest agrees that the Carrier shall not be liable in any circumstances for any incident or injury arising from events occurring outside of the Guest areas of the vessel or outside of the vessel itself, including but not limited to those events occurring ashore (including shore excursions), on tenders not owned or operated by the Carrier, on or resulting from equipment not a part of the vessel, or upon docks and/or piers, or involving persons employed on board the vessel acting outside the course and scope of employment.

(b) The Carrier disclaims all liability to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind not resulting from a physical injury to that Guest, nor from that Guest having been at risk of actual physical injury, nor intentionally inflicted by the Carrier.

(c) On international cruises which neither embark, disembark nor call at any U.S. port and where the Guest commences the cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to guests in the event of accidents. Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per guest (approximately U.S. \$608,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the guest proves that the incident was a result of Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs per guest (approximately U.S. \$380,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs per guest unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Carrier's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per guest or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. In addition, Guests embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For additional information on EU Regulation 392/2009 please click [here](#), and for information regarding EU Regulation 1177/2010 please click [here](#).

(d) In addition, and on all other cruises, Carrier and the vessel shall have the benefit of any statutory limitation of liability or exoneration of liability available in the applicable forum, or under any applicable national or international law, including, but not limited to, 46 U.S.C. §§ 30501 through 30509 and 30511.

(e) The Carrier shall not be liable for any injuries or damages which occur while participating in any athletic or recreational activities aboard the vessel or onshore at any port of call, including, but not limited to, Guest participation in snorkeling programs or Guest usage of any paddleball, rock climbing wall, batting cage/pitching machine, bowling, bungee trampoline, ice skating, jet ski, rappelling wall, spider web, golf, onboard water-slides, hippo slide, gymnasium, jogging, swimming, diving, health club and sauna facilities. By utilizing said facilities, the Guest agrees to assume all risks arising therefrom and does hereby fully release and discharge the Carrier from any and all claims, demands, damages, causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the Guest's use or intended use of said facilities and/or activities.

(f) For further provisions regarding limitations of the Carrier's liability, see also Sections 7 and 8, below.

### **6. Vessel and Voyage:**

(a) Risk of Travel: The Guest admits and acknowledges that travel by ocean-going vessel occasionally presents risks and circumstances that may be beyond the ability of the Carrier to reasonably control or mitigate. The Guest's understanding includes all risks of travel, transportation, and handling of Guests and baggage. Except as provided in paragraph 6(f), the Guest therefore assumes the risk of and releases the Carrier from any injury, loss, or damage whatsoever arising from, caused by, or in the judgment of the Carrier or Master rendered necessary or advisable by reason of: any act of God or public enemies; force majeure; arrest; restraints of governments or their departments or under color of law; piracy; war; revolution; extortion; terrorist actions or threats; hijacking; bombing; threatened or actual rebellion, insurrection, or civil strife; fire, explosion, collision, stranding or grounding; weather conditions; docking or anchoring difficulty; congestion; perils of the sea, rivers, canals, locks or other waters; perils of navigation of any kind; lack of water or passageway in canals; theft; accident to or from machinery, boilers, or latent defects (even though existing at embarkation or commencement of voyages); barratry; desertion or revolt of the crew; seizure of ship by legal process; strike, lockout or labor disturbance (regardless whether such strike, lockout or labor disturbance results from a dispute between the Carrier and its employees or any other

parties); or from losses of any kind beyond the Carrier's control. Under any such circumstances the voyage may be altered, shortened, lengthened, or cancelled in whole or part without liability to the Carrier for a refund or otherwise.

b) Substitute Vessel: If the vessel does not sail on or about the advertised or scheduled date for any reason, including fault of the Carrier, the Guest agrees that the Carrier shall be entitled to substitute any other vessel or means of transportation, regardless of whether owned or operated by the Carrier, and to re-berth Guests thereon or, at the Carrier's option, to refund the fare paid or a pro rata portion thereof, without further liability for damages or losses of any kind whatsoever.

(c) Itinerary Deviation: The Guest agrees that the Carrier has the sole discretion and liberty to direct the movements of the vessel, including the rights to: proceed without pilots and tow, and assist other vessels in all situations; deviate from the purchased voyage or the normal course for any purpose, including, without limitation, in the interest of Guests or of the vessel, or to save life or property; put in at any unscheduled or unadvertised port; cancel any scheduled call at any port for any reason and at any time before, during or after sailing of the vessel; omit, advance or delay landing at any scheduled or advertised port; return to port of embarkation or to any port previously visited if the Carrier deems it prudent to do so; substitute another vessel or port(s) of call without prior notice and without incurring any liability to the Guest on account thereof for any loss, damage or delay whatsoever, whether consequential or otherwise.

(d) Transfer: The Guest agrees that the Carrier has an absolute right to transfer the Guest and/or the Guest's baggage to other carriers, whether by water, rail or air, to or toward the ultimate destination. In the event such substituted passage is for the convenience of the Carrier, it shall be at the Carrier's cost. Otherwise, it shall be at the cost of the Guest.

(e) Compliance with Government Orders: The Carrier shall have the absolute right, without liability for compensation to the Guest of any kind, to comply with governmental orders, recommendations or directions, including but not limited to those pertaining to health, security, immigration, customs or safety. In the case of quarantine, the Guest agrees to bear all risks, losses and expenses caused thereby and will be charged for maintenance, payable day-by-day, if maintained on board the vessel for such period of quarantine. The Guest assumes all risks and losses occasioned by delay or detention howsoever arising. Costs connected with embarkation or debarkation of Guests and/or baggage and costs of transfer between vessel and shore as a result of the circumstances enumerated in this paragraph must be borne by the Guest.

(f) Mechanical Failures of the Vessel: In the event of cancellation of voyage due to mechanical failures of the vessel, the Guest will be entitled to a full refund of the cruise fare, or a partial refund for voyages that are terminated early due to those failures. In the event a voyage is terminated early due to mechanical failure of the vessel, the Guest is also entitled to transportation to the vessel's scheduled port of disembarkation or the Guest's home city, at Carrier's discretion and expense, as well as lodging at the unscheduled port of disembarkation, if required, at Carrier's expense.

### **7. Baggage and Valuables:**

(a) The term "baggage" means suitcases, valises, satchels, bags, hangers or bundles and their contents consisting of clothing, clothing accessories, toilet articles, and similar personal effects, including all other personal property of the Guest not in a container. The Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments, or other valuables, including but not limited to those specified in 46 U.S.C. § 30503. The Guest warrants that no such items will be presented to the Carrier within any receptacle or container as baggage, and hereby releases the Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. The Guest further warrants that he or she has not carried onto the vessel any goods or articles for purposes of trade or commerce, nor contraband, nor goods or articles which otherwise may violate the customs laws of the country from which the vessel embarks or of any other port State visited by the vessel during the course of the voyage, and the Guest agrees to indemnify the Carrier for any fines, duties, taxes, or other penalties that may be incurred as a result of any item brought on board by the Guest. The Carrier shall not be liable for any loss of or damage to any perishable items, dentures and/or other dental devices, optical devices (including contact lenses), medications, cameras, recreational and/or sporting equipment, jewelry, cell phones, clothing, electronic devices, cash, securities or other negotiable instruments under any circumstances whatsoever, whether carried within the Guest's baggage or otherwise.

(b) The Guest and Carrier agree and stipulate that the aggregate value of all the Guest's baggage and any other property lawfully brought on board by the Guest, which shall include but not be limited to photographic equipment, jewelry, watches, cell phones, clothing and cash, does not exceed U.S. \$100.00 and any liability of the Carrier or the vessel for any cause whatsoever with respect to said baggage and other property regardless of whether carried in baggage or by a Guest shall not exceed such sum unless the Guest shall specify its true value, in writing, and pay to the Carrier before embarkation 5% of the excess of such value, in which case the Carrier's liability, if any, shall be limited to the actual damage sustained up to, but not exceeding such specified value. In no event shall Carrier be liable for normal wear or tear of the Guest's property or baggage. (c) The Guest agrees that all disclaimers and limitations of liability contained herein shall apply to all valuables stored or accepted for storage by the Carrier, including valuables stored with the Carrier in safety deposit boxes or security envelopes. The Carrier cannot accept responsibility for, and in no event shall be liable for, the loss of or damage to valuables or other articles left in cabins, and in no event shall the Carrier be liable for loss of or damage to property of any kind not shown by the Guest to have occurred while said property was in the Carrier's actual custody.

(d) The Guest agrees to promptly report any loss of or damage to baggage during loading or disembarking, to the Carrier's personnel, prior to debarking the U.S. Customs area; the Carrier shall not be responsible for any such loss or damage which is not so reported. Liability, if any, for loss or damage to baggage occurring elsewhere than on board the vessel in connection with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and the Guest agrees that the Carrier does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage. (e) The Guest will not be liable to pay nor entitled to receive any general average or salvage contribution or award in respect to property taken by the Guest onto the vessel.

### 8. Independent Contractors:

(a) Off-Vessel Transport and Activities: The Guest recognizes and agrees that, if and when the Carrier makes arrangements for the Guest for air transportation, hotel accommodations, ground transfers, shore excursions, medical care and/or for other transportation, activities, services, facilities or amusements occurring off of the vessel, the Carrier does so solely for the convenience of the Guest, the Carrier does not act on behalf of or supervise the parties or persons who own, furnish, or operate such conveyances, services or facilities, and the same are provided by independent contractors who work directly for the Guest and Guest is subject to such terms, if any, appearing in the tickets, vouchers or notices of such party or parties. Therefore, the Guest agrees that the Carrier assumes no responsibility for, nor guarantees the performance of, any such person, party, contractor, service or facility, and that the Carrier shall not be liable for losses or injuries arising from the acts or omissions of such person, party, contractor, service or facility.

(b) Other Independent Contractors: The Guest recognizes that the persons providing other personal services offered on the vessel, including but not limited to, hairdressers, manicurists, personal trainers, and/or massage therapists are independent contractors who work directly for the Guest, and that the Carrier shall not be held liable for any loss or injury arising from the performance of such services.

(c) Payment for Optional Services: Such parties or persons described in sub-sections (a) and (b), above, shall be entitled to make a proper charge for any service performed for or on behalf of the Guest and the cost of such service shall be the sole responsibility of the Guest.

(d) For-Profit Entity: Notwithstanding that the Carrier, at the Guest's option, arranges air transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of such services, the Guest understands and agrees that the Carrier, being a "for profit entity", earns a fee on the sale of such optional services.

(e) Indemnity: Guest acknowledges and agrees that in the event the Carrier is found liable to pay damages to Guest based on the negligence or other wrongful conduct of any person or entity other than the Carrier or is found liable to any other person or entity based on Guest's conduct, whether by way of joint and several liability or otherwise, the Guest will indemnify and hold Carrier harmless for any and all such conduct and/or damages. This agreement to indemnify and hold the Carrier harmless shall specifically include, without limitation, all medical services provided on or off the vessel, as well as all shore excursions, transportation or other facilities or activities provided or furnished by any person or entity other than Carrier.

9. Medical Services and Facilities: The Guest recognizes and agrees that the Carrier is not in the business of providing medical services and/or operating medical facilities. To the extent that the vessel provides a surgeon or physician, or if the vessel requests emergency or other medical care or evacuation for the Guest on the Guest's behalf (hereinafter, "Medical Services"), it is understood and agreed that the Carrier does so solely for the convenience of the Guest, that such Medical Services are provided by medical professionals who work directly for the Guest, and that the Carrier does not undertake to supervise, nor does it supervise or direct the actions of the person(s) providing such Medical Services. The Guest therefore agrees that the Carrier cannot guarantee the performance of such Medical Services, and that the Carrier shall not be liable for losses or injuries arising therefrom. Persons or entities providing Medical Services shall be entitled to make a proper charge for any service performed for or on behalf of the Guest, and the cost of such service shall be the sole responsibility of the Guest. The Guest hereby agrees to reimburse and indemnify the Carrier for any funds advanced on account of any such charges.

### 10. Limitations on Actions:

(a) Suits for Injury or Death: The Guest agrees that no suit, whether brought in rem or in personam, shall be maintained against the Carrier for emotional or physical injury, illness or death of Guest unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to the Carrier within 185 calendar days from the date of the incident giving rise to such injury, illness or death; and no suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness or death, notwithstanding any provision of law of any state or country to the contrary.

(b) Other Suits: Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest, whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Contract or Guest's cruise, no matter how described, pleaded or styled, between the Guest and Carrier, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., ("FAA") solely in Miami-Dade County, Florida, U.S.A. to the exclusion of any other forum. Guest hereby consents to jurisdiction and waives any venue or other objection that may be available to any such arbitration proceeding in Miami-Dade, Florida. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and the Fee Schedule in effect at the time of filing the dispute with NAM, which are deemed to be incorporated herein by reference. NAM can be contacted at 800-358-2550, attention Commercial Claims Dept., 990 Stewart Avenue, First Floor, Garden City, NY 11530, to respond to any questions regarding the arbitration process, as well as to request a copy of NAM's current Comprehensive Dispute Resolution Rules and Procedures and the Fee Schedule. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention

or FAA. Carrier and Guest further agree to permit the taking of a deposition under oath of the Guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then the provisions of Section 14 below governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this Section. In any event, no claim described in this Section may be brought against Carrier unless written notice giving full particulars of the claim is delivered to the Carrier within thirty (30) days of termination of the Cruise and legal action on such claim is commenced within six

(6) months from the date the claim arose, notwithstanding any provision of law of any state or country to the contrary.

(c) **Guest Waives Right to Class Action Relief:** THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 10(b) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 10(b) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

(d) **Appointment of Guest as Legal Representative of Minor:** If the Guest is traveling with his or her natural born or adopted minor children, the Guest hereby agrees and stipulates to the appointment, upon boarding of him/herself as the legal representative of such minor children within the meaning of 46 U.S.C. § 30508(d) upon boarding.

**11. Travel Documentation:** Upon embarkation, the Guest shall have in his or her possession, and assumes all responsibility for obtaining, all visas, passports, certified birth certificates, travel and health documents required by any governmental authority, and if he or she fails to do so the Carrier shall have no further obligation to transport or to furnish transportation to the Guest. The Guest is advised to consult his or her travel agent or the appropriate governmental authority concerning required documentation for travel. The Guest shall indemnify the Carrier for all penalties, fines, charges, losses and expenses imposed upon or incurred by the Carrier due to the Guest's failure to have proper documentation or otherwise comply with applicable laws or regulations of any kind. Any stamps on tickets, customs, excise or other taxes or fines on the Guest or the Carrier resulting from the Guest's conduct, embarkation expenses, and all expenses of such a nature are to be paid by the Guest. If the Guest is denied boarding for failing to comply with the requirements of this paragraph, the Carrier shall not be liable to refund the Guest's fare or for any other damages or expenses whatsoever.

**12. Use of Travel Agent:** The Guest agrees that any travel agent utilized by the Guest in connection with the purchase of the cruise or issuance of this Contract, or for any related or incidental air or ground transportation or excursions, is solely the Guest's agent and the Guest shall remain liable to the carrier for the full applicable cruise fare. The Carrier shall not be responsible for any representations, insolvency or other conduct of a travel agent, including but not limited to such agent's failure to remit any portion of the cruise fare to the carrier, or any refund to the Guest. The Guest agrees that receipt of any refunds or notices by the Guest's travel agent, including this Contract, shall constitute receipt by the Guest.

**13. Severability:** Except as provided in Section 10(c) above, should any provision of this Contract be deemed invalid for any reason, the Guest agrees that said provision is deemed to be severed from this Contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

**14. Venue and Governing Law:** Except as otherwise specified herein, any and all disputes whatsoever arising out of or relating to this Contract or the Guest's cruise, as well as the interpretation, applicability, and enforcement of this Contract shall be governed exclusively by the general maritime law of the United States, which shall include the Death on the High Seas Act (46 USCS § 30302) without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary. It is hereby agreed that any and all claims, disputes or controversies whatsoever arising from, related to, or in connection with this Contract or the Guest's voyage, including any activities on or off the vessel or transportation furnished therewith, with the sole exception of claims subject to binding arbitration under Section 10(b) above, shall be commenced, filed and litigated, if at all, before the United States District Court for the Southern District of Florida in Miami, Florida, U.S.A., or as to those lawsuits for which the United States District Court for the Southern District of Florida lacks subject matter jurisdiction, before a court of competent jurisdiction in Miami-Dade County, Florida, U.S.A., to the exclusion of the Courts of any other country, state, city or county where suit might otherwise be brought.

**15. Cancellation:** Cancellation fees for cruise, air, land and other charges apply to all Guests on the reservation. Cancellation fees for air, land and other charges will apply even if the reservation is not cancelled in full. Gateway changes for air and name changes for cruise, air, land and other add-ons are considered cancellations of those items. Cancellations must be telephoned to our Reservations

Department. Depending on when the cruise is cancelled, cancellation charges will be assessed pursuant to the Terms and Conditions of the cruise brochure, and cancellation charges are subject to change without notice. Air tickets issued by our Air/Sea Department for Guests on our Air/Sea Programs are refundable only to Carrier. Group Guest policies may differ and payment and cancellation charges may differ by promotion. Refer to your travel agent, group booking agreement or promotion for specific terms and conditions.

**16. Use of Guest Likeness:** The Guest consents to Carrier's use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. The Guest's consent extends to minors and other persons in the care and charge of the Guest. Guest further agrees that any type of photograph or recording, in any audio or video format, of the Guest, other guests, crewmembers, independent



# Intermediation Contract for Tourism Services

## Section 5 – Terms and Conditions of the Cruise Company

contractors, concessionaires, guest entertainers or any other third party onboard any of Carrier's vessels or depicting said vessels, their design, equipment or any other feature or part of said vessels, shall not be used by Guest for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of Carrier. Carrier is permitted to take any and all reasonable measures to protect Carrier and enforce this provision.

### LAND PACKAGES - Terms and Conditions

NCL (Bahamas) Ltd. d/b/a Norwegian Cruise Line, Eurosoft Corporation Limited d/b/a Norwegian Cruise Line and/or NCL America (hereinafter referred to as "Norwegian Cruise Line") grants the purchaser ("Purchaser") of this Land Package Voucher ("Voucher") participation in this Ground Package Program. Purchaser hereby agrees by acceptance of this Voucher and the services provided thereby, both on his/her behalf, and on behalf of any other person, including minors, for whom this Voucher is accepted, to all terms and conditions set forth herein.

#### 1. Responsibility:

Purchaser acknowledges that Norwegian Cruise Line does not own, control, maintain or supervise any airlines, air carriers, motorcoaches, taxis, ground carriers, hotels, restaurants, tour operators, sightseeing tours, or other transportation, facilities products, activities or services provided pursuant to this Voucher, nor their providers or employees. Purchaser acknowledges and agrees that each such provider is an independent contractor who is not and shall not be deemed an agent of Norwegian Cruise Line and that Norwegian Cruise Line makes no warranty or other representation regarding the suitability or safety of such providers or their conveyances, activities, facilities, products or services.

In arranging for the transportation of passengers, excursions, hotels, accommodations, food, lodging or any other activities, facilities, products or services provided in connection with this Voucher, Norwegian Cruise Line does so only as a convenience to the Purchaser and Purchaser hereby acknowledges and agrees that Norwegian Cruise Line shall not be liable or responsible for any loss, damage, injury, death or any other claim whatsoever arising out of any acts or omissions of any such provider or during any activities described in this voucher, including but not limited to delay or inconvenience caused by late air, car or motorcoach arrivals, nor for any loss or damage to baggage or other property of the Purchaser.

All personal property and personal effects shall be at "owner's risk" at all times and Carrier shall not be responsible for any such property or personal effects. Purchasers are cautioned against the risk of leaving personal articles in their hotel rooms or on conveyances. Norwegian Cruise Line does not assume any responsibility or liability whatsoever for any items or personal effects lost or damaged during any activity to which this Voucher applies.

In addition to the rights, defenses, immunities and limitations set forth in its Guest Ticket Contract, and when not inconsistent with such Contract, Norwegian Cruise Line shall receive the benefit of all disclaimers and limitations of liability applicable to or issued by airlines, air carriers, motorcoaches, taxis, ground carriers, hotels, restaurants, tour operators or any other parties providing services pursuant to this Voucher.

**2. Price:** Prices for this Ground Package Program do not include food, beverages or other incidental items, fees and taxes not specified herein or in documents provided to Purchaser. Prices quoted are in U.S. Dollars and are those in effect at the time of printing. Prices are subject to change without notice.

**3. Cancellations:** In the event of strikes, lockouts, civil disturbances, weather or any other reason beyond its control, or in the interests of the safety and/or comfort of Purchaser or others, Norwegian Cruise Line may, at its sole discretion, cancel any services provided hereunder and may, but is not obligated to, offer substitute hotels or services and shall not be liable for any loss whatsoever to Purchaser by reason of such cancellation or substitution.

**4. Severability:** Should any provisions of these terms and conditions of this Voucher Contract be contrary to or invalid by virtue of the law of any jurisdiction, the remaining provisions herein shall remain in full force and effect.

**5. Enforceability:** Purchaser acknowledges and agrees that the terms and contained herein are contractual and binding and not a mere recital and by acceptance of this Voucher Purchaser agrees to its terms.

**6. Entire Agreement:** Except as otherwise provided for in the Guest Ticket Contract between Norwegian Cruise Line and the Purchaser for Purchaser's cruise aboard Norwegian Cruise Line's ship, the terms and conditions contained herein and in the Guest Ticket Contract shall be the entire agreement between Norwegian Cruise Line and Purchaser and shall supersede all representations or conditions contained in Norwegian Cruise Line's advertisements, notices, brochures, or other literature, or by Norwegian Cruise Line or NCL America employees and all promises and agreements made or claimed to have been made with Purchaser or any party representing Purchaser. In the event of any inconsistency between this Voucher and the Guest Ticket Contract, the latter shall control.

**7. Venue and Governing Law:** Except as otherwise specified in the Guest Ticket Contract, it is hereby agreed that the terms and conditions of this Voucher shall be governed and construed under the laws of the State of Florida without regard to conflicts of law principles thereunder. It is hereby agreed that any and all claims, disputes or controversies whatsoever arising from, related to, or in connection with this Voucher or the Ground Package Program associated therewith, including but not limited to transportation, with the sole exception of claims subject to binding arbitration under Section 10(b) of the Guest Ticket Contract, shall be commenced, filed and litigated, if at all, before the United States District Court for the Southern District of Florida in Miami, Florida, U.S.A., or as to those lawsuits for which the United States District Court for the Southern District of Florida lacks subject matter jurisdiction, before a court of competent jurisdiction in Miami-Dade County, Florida, U.S.A., to the exclusion of the Courts of any other country, state, city or county where suit might otherwise be brought. (For further information, see paragraphs 10 and 14 of the Guest Ticket Contract above.)