

ANNEX 3

CRYSTAL CRUISES 2021-2024 Crystal Cruises General Ticket Terms & Conditions (Australia / New Zealand)¹

The Contract:

Crystal Cruises agrees to provide the Cruise on its Ship to the Guest for the Cruise Fare in accordance with the Ticket contract

1. Definitions

These terms have meanings as follows:

"Australian Consumer Law" or "ACL" means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation;

"CCA" means the Competition and Consumer Act 2010 (Cth)

"CGA" means the Consumer Guarantees Act 1993 (NZ)

"Cruise" means the Voyage carried out in accordance with the Ticket;

"Cruise Fare" means the fare payable for the Voyage;

"Crystal Cruises" or "Crystal" includes the Ship, its owner, operator, manager, charterer and agents, any and all affiliated or related companies and the sales representatives and all employees, officers, crew, pilots, and agents of such individuals and companies;

"Guest" refers to a passenger or passengers on the ship and includes every person named on the face of the Ticket;

"Ship" includes the ship named in the Ticket or any ship substituted for the ship named in the Ticket, and its tenders or any other means of conveyance controlled by Crystal Cruises;

"Ticket" refers to the document issued by Crystal for the Voyage;

"Ticket contract" means the Ticket, including the terms and conditions which are set out in this document, which form the contract for the Cruise

¹ <https://www.crystalcruises.com/legal/aus-nz-crystal-cruises-general-ticket-terms-conditions>

“Voyage” means the itinerary and all services to be supplied for the Cruise described in the Ticket.

8 Limitation of Liability

General

8.4 Where consumer laws or other laws permit Crystal Cruises to exclude its liability, Crystal Cruises will not be liable for:

- (a) loss of, or damage to, any baggage or other belongings; or
- (b) sickness, injury or death, unless caused by Crystal Cruises' proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

8.5 In addition, Crystal Cruises' liability will be reduced in proportion to any negligence or fault on your part.

8.7 If a Guest suffers death or personal injury by accident at a time when the Guest has cover under the Accident Compensation Act 2001 (NZ), that cover shall provide the full extent of the Guest's right to compensation for such death or personal injury.

9 Travel Insurance:

9.1 It is strongly recommended that you purchase appropriate international travel insurance as soon as you pay your deposit on the Cruise Fare. Without travel insurance, you will be responsible to bear cancellation charges, medical and hospital costs in any case where the Accident Compensation Act 2001 (NZ) does not apply, repatriation, loss or damage to possessions, and any other associated costs yourself.

14 Non-Liability for Medical Treatment:

14.1 Medical Practitioners, physicians and/or nurses are on board the Ship for the treatment of crew members and for the convenience of the Guest and at the request of the Guest, may give medical assistance to the Guest. Crystal Cruises is not a healthcare provider, does not undertake to treat or care for the Guest medically and is not responsible for the failure to provide medical treatment for the Guest. Crystal Cruises shall not be liable for any aspect of medical treatment provided to the Guest, including, but not limited to, the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors

or nurses may furnish the Guest. These medical providers exercise their own medical judgment and expertise.

Notice Requirements For Claims:

- 19.1 For property, contract and all other non-personal injury claims: a written claim for loss of or damage to baggage, valuables and other personal belongings must be made to Crystal Cruises before the guest leaves the disembarkation area to enable Crystal Cruises to investigate any damage and to conduct a search for claimed lost articles. All other non-personal injury claims must be made in writing as soon as they arise. In respect of claims arising on cruises outside the U.S. and made under EU regulation 392/2009, liability for loss of or damage to property is limited to the amounts there specified. Guests embarking on a cruise in a European member state port are also afforded rights under EU regulation 1177/2010². For a copy of EU regulation 392/2009 and/or a copy of EU regulation 1177/2010, visit https://ec.europa.eu/transport/themes/passengers/maritime_en.
23. Warranties/Consequential Damages Excluded

All warranties including warranties of fitness for use and merchantability are expressly excluded from this agreement, insofar as it is permissible under the applicable consumer laws. Crystal Cruises shall not be liable for any indirect, special or consequential damages.

24. Notice Concerning Safety, Security and Health

Crystal Cruises endeavours at all times to exercise reasonable care for Guests' comfort and safety on board its Ships. Crystal Cruises cannot guarantee freedom from all risks associated with war, terrorism, crime, health risks or other potential sources of harm. Crystal Cruises reminds all Guests that they must ultimately assume responsibility for their activities while ashore and for their other travel choices. The U.S. Dept. of State, the Australian Department of Trade and Foreign Affairs (DFAT) and government agencies regularly issue travel advisories and warnings to travellers giving details of local conditions in specified cities and countries according to such agencies' perceptions of risks to travellers. Crystal Cruises recommends that Guests and their travel agents obtain and consider such information when making travel decisions.

² REGULATION (EU) No 1177/2010 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004

Article 1 Subject matter

This Regulation establishes rules for sea and inland waterway transport as regards the following: (a) non-discrimination between passengers with regard to transport conditions offered by carriers; (b) non-discrimination and assistance for disabled persons and persons with reduced mobility; (c) the rights of passengers in cases of cancellation or delay; (d) minimum information to be provided to passengers; (e) the handling of complaints; (f) general rules on enforcement.

21 Choice of Law and Jurisdiction:

21.1 This contract is governed by the laws in force in Victoria. You agree that any action you bring against Crystal Cruises will be brought in Australia and will be subject to Victorian law. You hereby agree to only bring an action against Crystal Cruises, and not against any of its related bodies corporate as defined in the Corporations Act 2001 (Cth). In addition to the limitations of liability expressly provided in this contract, Crystal Cruises shall be entitled to the maximum protection allowed by law, including any statutory protection as to the amount of damages recoverable. In no event, however, will Crystal Cruises be liable for any damage, loss, injury or death not caused by the negligence of Crystal Cruises, to the extent permitted by Australian law, as outlined by paragraph 8 of this contract.

26. Agreement

26.1 The provisions of the ticket represent the entire agreement and a binding contract between the Guest and Crystal Cruises. The Guest's acceptance of the ticket constitutes the Guest's consent to these provisions. These provisions supersede any oral or written representations, with the exception of the provisions of the Cruise Lines International Association (CLIA) Passenger Bill of Rights, to which Crystal Cruises agrees and which is set forth on the crystal cruises website at crystalcruises.com.

26.2 If the provisions of the Passenger Bill of Rights are inconsistent with the provisions otherwise set forth in this Ticket, then the provisions of the Passenger Bill of Rights shall prevail. Any change in these provisions must be in writing, signed by the president of Crystal Cruises, and may require a commensurate increase in fare. These terms & conditions are subject to change with notice. The provisions of the Ticket with respect to liability limitations, claims, time limits, notice, jurisdiction and dispute resolution are for the benefit of Crystal Cruises and any agents, independent contractors, concessionaires and/or suppliers of Crystal Cruises.

UK & EU Crystal Cruises Standard Conditions of Carriage³

1. Construction and Definitions

“Carrier— means Crystal Cruises® LLC, which includes the companies dba as Crystal Yacht Cruises™, and Crystal River Cruises™. Carrier includes the Owner and/or Charterer whether Bare Boat/Demise Charter, Time Charterer, Sub-Charterer, manager or operator of the Ship to the extent that each of them acts as Carrier or performing Carrier (in accordance with the definition provided in the Athens Convention 1974 and 2002).

³ <https://www.crystalcruises.com/legal/crystal-uk-eu-standard-conditions-of-carriage>

Organiser— is the party with whom the Guest has entered into a contract for the cruise and/or Package as also defined under the Council Directive 90/314/EEC of 13th June 1990 on Package Travel, Package Holidays and Package Tours or other relevant legislation or regulation.

(NB: EU countries must not introduce regulations providing a level of traveller protection, which diverges from Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements. The directive repealed Directive 90/314/EEC with effect from 1 July 2018.)⁴

"Guest" means the purchaser of the Contract and any person or persons named in the Contract including Minors who sail on the Vessel.

9. Medical facilities/treatment on board and ashore

The Guest acknowledges that whilst there is a qualified doctor on board the cruise ships and the Yacht it is the Guests obligation and responsibility to seek medical assistance if necessary during the Cruise. The ship's doctor is not a specialist and the ship's medical Centre is not required to be and is not equipped to the same standards as a land based hospital. The ships medical Centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither the Carrier nor the ship's doctor shall be liable to the Guest as a result of any inability to treat any medical condition as a result. Charges will apply for services dispensed by the ships medical Centre. The Carrier shall not be liable for any aspect of medical treatment provided to the Guest, including, but not limited to, the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish the Guest. The Carrier makes no warranty as to the quality of any such medical services.

Wherever possible, the Carrier will offer general assistance to any Guest who suffers illness, personal injury or death during the period of the cruise , whether or not arising from an activity forming part of the cruise and whether or not the result of fault by any party. Any costs or expense which is reasonably incurred by the Carrier for or on behalf of the Guest in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation, including, but not limited to such costs and expenses incurred by or on account of services provided by port agent and other shore side service providers, including luggage shipping costs, or any other expense shall be repayable by the Guest to the Carrier, whether or not such sum is covered by the Guest's travel insurance.

12. Limitations of Liability for Loss of Life or Injury and or Damage to Property

⁴ https://e-justice.europa.eu/content_package_travel_directive_20152302-35909-en.do

Where the booking has been made in a European Union Member State (EU) or the ship has an EU flag or where the first port of embarkation or final port of disembarkation is in the EU international carriage of passengers and their luggage by sea shall be governed by EU Regulation 392/2009 and where ratified the Athens Protocol 2002, which may be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prot_2002_Athens_8760.pdf and <https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF>

Any liability of the Carrier for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 EU Regulation 392/2009 or where applicable the 2014 Order or Athens Convention 1974.

15. Time Limits and Notice Requirements for Claims

For Illness, Injury or Death: Any incident or accident resulting in emotional injury, bodily injury, illness or death to a Guest must be reported immediately to a Ship's Officer. The Carrier will not be liable therefore and no claim may be brought except as provided by law. For claims made under the Athens Convention or EU Regulation 392/2009, these must be notified within 28 days of disembarkation and a claim filed in the Courts of England within two years of the date of disembarkation or in the case of death from the date of disembarkation would have taken place.

21. Law and Jurisdiction

Subject to the jurisdictional provisions of the Athens Convention 1974 and 2002 and EU392/2009 (The Conventions) being applied all other disputes and matters howsoever arising between the Guest and the Carrier (including in connection with the Carriage and or its execution and or these Conditions shall unless the Carrier expressly agrees otherwise in writing be subject to the laws of England and shall be brought in the Courts of England to the exclusion of any other venue, law or jurisdiction. This includes US Guests where the cruise does not begin or finish or call at any US port Guests with claims under The Conventions may at their option choose English law and jurisdiction.

23. Damages Excluded

The Carrier shall not be liable for any indirect, special or consequential damages.

SILVERSEA CRUISES

TERMS & CONDITIONS

Rights reserved and limits of responsibility

IMPORTANT NOTICE – PLEASE READ

Terms and Conditions apply to all Silversea vessels.

Notes: Terms & Conditions for a Silversea World Cruise and its individual voyage segments may vary. Please refer to the [World-Cruise terms and conditions](#) for further details.

1. GENERAL TERMS AND CONDITIONS

Any and all information contained herein is in effect at this time and is subject to change at any time.

Information contained herein does not form part of any offer or contract. The transportation of guests and baggage on Silversea vessels is provided solely by Silversea and is governed by the terms and conditions printed on the Holiday Contract. The Holiday Contract will be included with your travel documents, is available upon request, or can be accessed through our website at silversea.com, and contains complete and important information regarding cancellations, itineraries, Silversea's liability, health and immigration requirements, and other relevant terms and conditions. The terms and conditions of the Holiday Contract will apply to persons who have booked a cruise regardless of whether or not they have embarked the vessel. Please read your Holiday Contract carefully. Should the terms and conditions of the Holiday Contract be modified, a revised Holiday Contract, the terms of which will govern the subject cruise, will be sent to guests at least 150 days before sailing. To the extent that any of the information in these Booking Terms & Conditions conflicts with the terms of the Holiday Contract, the terms and conditions contained in the Holiday Contract shall control.

O. Travel Insurance

Travel Insurance must be taken out at the time of booking and details of the Insurance stated on the Guest Information Form. This must include cover for cancellation or curtailment of the holiday by yourself as well as the cost of repatriation in the event of accident or illness. It is your responsibility to arrange suitable insurance cover for your holiday. If you require further information, we recommend that you speak to an independent insurance broker or expert. If any insurance policy is returned during a "cooling-off" period, then equivalent insurance must be taken out and paid for immediately and details immediately provided to Silversea.

P. General Exclusions

Silversea will not pay for claims arising out of loss or damage directly or indirectly occasioned by circumstances where performance and /or prompt performance of the Holiday Contract is prevented by reason of war, or threat of war, riot, civil strife, industrial dispute whether by Silversea's employees or others, terrorist activity or the threat of terrorist activity, failure of supplies of power, health risks or epidemics, natural or nuclear disaster, fire or adverse weather conditions or adverse sea states, suicide

or attempted suicide or deliberate exposure to unnecessary danger (except in an attempt to save human life), or the consequences of participating in an unusual and dangerous activity and all similar circumstances outside Silversea's control.

J. Health & Medical Requirements

All guests are required to report in writing to Silversea at the time their reservation is made:

- Any physical or mental condition that may require medical or professional treatment or attention during the voyage.
- Any condition that may render the guest unfit for travel or that may require special care or assistance.
- Any condition that may pose a risk or danger to the guest or anyone else on board the ship.
- Any condition that may require oxygen for medical reasons.
- Any intention or need to use a wheelchair cart, other mobility device or a service or assistance animal aboard ship.

By booking passage and by boarding the ship, the guest represents and warrants that he / she is physically and otherwise fit to travel, and that the guest will comply at all times with applicable rules and regulations of the ship and orders and instructions of the ship's officers and medical staff. Silversea reserves the right without liability to require a guest to disembark and / or to refuse to board and transport a guest who, in the judgment of Silversea or the ship's Master, is unfit to travel or may require care beyond that which Silversea is reasonably able to provide. Silversea strongly recommends wheelchair guests travel with someone who is able to assist them both ashore and at sea as Silversea may be unable to offer special assistance. Please note that wheel-on and / or wheel-off access may not be available at some ports-of-call. Wheelchair guests must bring their own collapsible wheelchair.

Guest Copy

HOLIDAY CONTRACT TERMS & CONDITIONS

IMPORTANT NOTICE

Where a Holiday is booked other than through Silversea (whether through a third party travel agent, tour operator or otherwise) ("Third Party"), the Third Party is deemed to be an agent for the Guest in relation to the formation and performance of the Holiday Contract including, without limitation, payment of the Holiday Price. By booking the Holiday (whether through a Third Party or otherwise), the Guest irrevocably agrees to be bound by these Terms and Conditions (including this notice).

1. Definitions and interpretation

"Guest" means the person identified as the lead passenger on a booking and references to "guests" shall include the Guest and, if applicable, any other members of the Guest's party;

“Holiday” means the holiday arranged by or on behalf of Silversea and supplied by Silversea and/or SCL (as defined below) which is the subject of a reservation by a Guest and is governed by the Holiday Contract. For the avoidance of doubt, the Holiday excludes any Additional Service, which if Silversea agrees to arrange, shall form a separate and severable contract between the guests and each one of them and Silversea;

“Holiday Contract” means the contract concluded between the Guest and Silversea and/or SCL incorporating these Terms and Conditions upon Silversea's receipt of the applicable deposit in accordance with clause 3.1;

“Silversea” means Silversea Cruises (UK) Ltd Level 3, The Asticus Building, 21 Palmer Street, London SW1H 0AD, United Kingdom,

“SCL” means Silversea Cruises Ltd. with a registered office of Sassoon House, Shirley Street & Victoria Ave., Nassau, New Providence, The Bahamas; and its successors, assigns and transferees;

"Vessel" means the vessel that will be utilised for the provision of the Holiday.

4. Excursions, Lecturers and Personalities

4.1 Any and all Excursions included within the Holiday may be subject to minimum or maximum numbers of participants. Excursions are subject to availability. Silversea has no liability for any land based arrangements which do not form part of the Holiday booked with Silversea. Excursions, lecturers and personalities may vary from those advertised in advance.

4.2 Subject to clause 12, Silversea shall not be liable for any loss or damage, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any Excursions, lecturers and personalities.

12. Liability

12.1 Subject to the provisions of the Conventions and Regulations referred to in clauses 12.4 to 12.9 Silversea and SCL each accept responsibility for death, injury or illness caused by the negligent acts and or omissions of it and anyone who supplies service which form part of the Holiday. Silversea and SCL limit their liability, where applicable, by the Conventions and Regulations mentioned in 12.4 to 12.9 inclusive. In any event, Silversea is not responsible for any improper or non-performance which is:

- a) wholly attributable to the fault of the guests;
- b) attributable to the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Holiday Contract;

- c) attributable to an unusual or unforeseeable circumstance beyond the control of Silversea and/or anyone who supplies services which form part of the Holiday the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or
- d) attributable to an event which Silversea and/or anyone who supplies services which form part of the Holiday could not even with all due care have foreseen or forestalled.

12.2 For claims not involving personal injury, death or illness or which are not subject to the Conventions and Regulations referred to in 12.4 to 12.9 inclusive, Silversea and SCL's liability for improper performance of the Holiday Contract shall be limited to maximum of twice the Holiday Price, which the affected guest paid (not including premiums and amendment charges).

12.3 All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These conditions of carriage may limit or exclude liability, are expressly incorporated into the Holiday Contract and also form the terms and conditions of separate contracts between the guests and the particular carrier as contained in that carrier's ticket which is provided to the guest before the scheduled departure date. Copies of these terms and conditions are available on request from Silversea.

12.6 Carriage of passengers and their luggage by sea and the liability of carriers in the event of accidents is governed by EC Regulation No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents as subsequently amended or modified ("Regulation A").

12.7 Insofar as Silversea and/or SCL may be liable to guests in respect of claims arising out of carriage by air or carriage by sea, Silversea and/or SCL shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual air carrier (including his own terms and conditions of carriage) and under the Athens Convention, and nothing in these Terms and Conditions shall be deemed a surrender thereof. To the extent that any provision in these Terms and Conditions is made null and void by the Warsaw Convention, the Montreal Convention or the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.

12.8 Insofar as the Holiday or any part of it may be performed on a vessel not owned by Silversea and/or SCL, it is agreed that Silversea and SCL, as the case may be, shall at all times nevertheless be deemed a vessel owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability.

12.9 Except for claims arising out of carriage by air (as provided by 12.4), any liability in respect of death and personal injury and loss of and damage to luggage which Silversea and/or SCL may

incur to guests, whether under the Holiday Contract in accordance with these Terms and Conditions or otherwise, shall always be subject to the limits of liability contained in either the Athens Convention or Regulation A.

- 12.10 Notwithstanding anything to the contrary elsewhere in these Terms and Conditions, neither Silversea nor SCL shall in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

PASSENGER COPY
SILVERSEA CRUISES LTD.
PASSAGE CONTRACT

ISSUED SUBJECT TO IMPORTANT TERMS AND CONDITIONS
PLEASE READ CAREFULLY BEFORE ACCEPTING

IMPORTANT NOTICE TO PASSENGERS

THIS PASSAGE CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN YOU, THE PASSENGER, AND SILVERSEA CRUISES LTD. (THE “CARRIER”). THIS PASSAGE CONTRACT CONTAINS IMPORTANT TERMS AND CONDITIONS. YOU ARE ESPECIALLY DIRECTED TO CAREFULLY READ AND UNDERSTAND SECTIONS 11, 12, 13 AND 20, AS THEY CONTAIN SIGNIFICANT LIMITATIONS ON YOUR RIGHTS TO ASSERT CLAIMS FOR PERSONAL INJURIES, ILLNESS OR DEATH AND BAGGAGE AND PERSONAL PROPERTY LOSS AGAINST CARRIER, THE VESSEL, RELATED ENTITIES AND THEIR OFFICERS, AGENTS AND EMPLOYEES.

PLEASE NOTE: PASSENGER ACKNOWLEDGES AND UNDERSTANDS THAT HE/SHE IS REQUIRED TO READ THIS TICKET IN ITS ENTIRETY PRIOR TO MAKING ANY PAYMENT FOR THE CRUISE BOOKING. THE BOOKING AND ANY PAYMENT MADE TOWARDS THE PURCHASE OF A CRUISE WITH THIS CARRIER CONSTITUTES ACCEPTANCE BY PASSENGER OF ALL TERMS AND CONDITIONS OF THIS PASSAGE CONTRACT, AS IT MAY BE AMENDED OR MODIFIED REGARDLESS OF WHETHER PASSENGER EMBARKED THE VESSEL.

1. DEFINITIONS

- A. The term “Carrier” includes Silversea Cruises Ltd., any parent, subsidiary, affiliate, or successor company, the Vessel (or any substitute vessel) named on this Passage Contract (the “Ticket”), the Vessel’s owners, operators, managers and charterers and all launches and craft belonging to any such Vessel or owned or operated by its owners, operators, managers, or charterers.

- B. The term “Vessel” means the ship chartered, operated, or provided by Carrier upon which Passenger has booked passage and/or embarked.
- C. The term “Voyage” means the voyage from the port of embarkation to the port of disembarkation.
- D. The term “Optional Package Programmes” means, individually and collectively, the Silver Shore Programmes and pre-booked shore excursions, unless otherwise indicated.²
- E. The terms “You” and “Passenger” mean the person(s) booking and/or purchasing space through Carrier and/or who embark upon the Vessel and any accompanying minors. The benefits and limitations of this Passage Contract shall apply to all such persons and entities as set forth in Sections 5 and 24 below.
- F. “Passage Contract” means this “Ticket,” as it may be amended or modified, which is a legally binding contract between You and Carrier.
- G. “Force Majeure” means and includes war, or warlike conditions, terrorist activities, breakdown, fire, perils of the seas, storms, “foundering” or other weather related occurrences, earthquake, flood, vandalism, destructive acts of God or of government, political disturbances, legislative enactments, embargo, riot, civil commotion, regulatory interference, strikes, lockouts, shortages, industrial and labor disputes and all other causes beyond the reasonable control of Carrier.

7. PASSENGER RESPONSIBILITIES

Prior to boarding You are required to complete a “Guest Information Form.” No questions may be left unanswered. You may not be permitted to board the Vessel or embark on the cruise, or be asked to disembark after boarding, if complete information has not been provided.

The “Guest Information Form” requests the following information: Full name of each passenger Passport details Birth date Telephone numbers (landline and mobile) Email addresses Home addresses Contact information of family members or others in the event of an emergency (Carrier must be able to reach each passenger’s emergency contact at any time of day).....

At the time of embarkation, the Passenger is responsible for having received all medical inoculations necessary for the Voyage and having in their possession this Ticket, valid passports, visas, medical card and any other travel and health documents necessary for the scheduled ports of call and disembarkation..... It is the responsibility of each Passenger to determine what travel documents, visas, and medical inoculations are required for all ports of call on the scheduled itinerary, and Carrier shall have no responsibility to provide such information to Passengers. In the event Carrier provides information or advice as to necessary travel documents, visas and medical inoculations as a courtesy, Passengers are still obligated to personally verify such information with the appropriate government authorities.

You must attend all mustering drills while aboard the Vessel. This is an exercise that is required by law and is held for your safety. Your failure to attend a mustering drill may result in your disembarkation from the Vessel without liability to Carrier.

10. GENERAL LIABILITY LIMITATIONS - IMPORTANT NOTICE - PLEASE READ ⁵

A. LIABILITY LIMITATIONS FOR LOSS OF LIFE AND/OR PERSONAL INJURY
CARRIER IS NOT LIABLE FOR INJURY, ILLNESS, OR DEATH OF ANY
PASSENGER UNLESS DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL
MISCONDUCT OF CARRIER.

FOR PURPOSES OF THIS TICKET, ANY INJURY, ILLNESS OR DEATH OF ANY
PASSENGER CAUSED BY AN EVENT OF FORCE MAJEURE AS DEFINED IN THE
SECTION OF THIS TICKET TITLED "DEFINITIONS" WILL NOT BE DEEMED TO BE
DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER.

PASSENGER UNDERSTANDS AND AGREES THAT CARRIER SHALL HAVE NO
LIABILITY FOR ANY INJURIES OR DAMAGES RESULTING FROM EVENTS OF
FORCE MAJEURE.

THE PASSENGER ASSUMES THE NORMAL RISKS OF TRAVEL BY SEA.

IN NO EVENT SHALL CARRIER BE LIABLE TO PASSENGER WITH RESPECT TO ANY
OCCURRENCE TAKING PLACE OTHER THAN ON THE VESSEL OR LAUNCHES OWNED
OR OPERATED BY CARRIER.

ON INTERNATIONAL VOYAGES WHICH NEITHER EMBARK, DISEMBARK NOR CALL
AT ANY U.S. PORT AND WHERE THE PASSENGER COMMENCES THE VOYAGE BY
EMBARKATION OR DISEMBARKS AT THE END OF THE VOYAGE 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 PASSENGERS
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 PASSENGER
(APPROXIMATELY US\$608,000 OR AU\$654,000, WHICH FLUCTUATES DEPENDING ON
THE DAILY EXCHANGE

RATE AS PUBLISHED IN THE WALL STREET JOURNAL) IF THE PASSENGER PROVES
THAT THE INCIDENT WAS A RESULT OF CARRIER'S FAULT OR NEGLECT.

⁵ Caps as in the original document <http://www.silversea.com/terms-conditions/passage-contract/>

IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER PASSENGER (APPROXIMATELY US\$380,000 OR AU\$409,000, 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 PASSENGER UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE.

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-SHIPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER OR 340 MILLION SDRS PER SHIP PER INCIDENT.

PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY EU REGULATION 392/2009. FOR A COPY OF EU REGULATION 392/2009, VISIT [HTTP://EURLEX.EUROPA.EU/LEXURISERV/LEXURISERV.DO?URI=OJ:L:2009:131:0024:046:EN:PDF](http://eurlex.europa.eu/lexuriserv/lexuriserv.do?uri=OJ:L:2009:131:0024:046:EN:PDF). 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 AND EU REGULATION 1177/2010, VISIT CARRIER'S WEBSITE AT <http://www.silversea.com/terms-conditions/passage-contract/>.

CARRIER SHALL NOT BE LIABLE TO PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING/ANGUISH OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, EXCEPT WHEN SUCH DAMAGES RESULTED FROM (a) PASSENGER SUSTAINING ACTUAL PHYSICAL INJURY, OR (b) PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, OR (c) WHEN SUCH DAMAGES ARE DETERMINED TO BE INTENTIONALLY INFLICTED BY CARRIER

12. TIME LIMIT FOR REPORTING INJURY, LOSSES AND CLAIMS

PASSENGER UNDERSTANDS AND AGREES THAT:

A. CLAIMS FOR INJURY, ILLNESS OR DEATH: ANY INCIDENT OR ACCIDENT RESULTING IN INJURY, ILLNESS, OR DEATH TO THE PASSENGER MUST BE REPORTED IMMEDIATELY TO THE VESSEL'S OFFICERS. CARRIER WILL NOT BE LIABLE FOR ANY CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH UNLESS A DETAILED WRITTEN CLAIM IS PRESENTED TO CARRIER WITHIN

SIX (6) MONTHS AFTER THE DATE OF THE INCIDENT OR ACCIDENT.

LAWSUITS MUST BE FILED BY PASSENGER WITHIN ONE (1) YEAR OF THE DATE OF THE INCIDENT OR ACCIDENT CLAIMED OR ALLEGED TO HAVE CAUSED THE INJURY, ILLNESS, OR DEATH.

- B. ALL OTHER CLAIMS: CARRIER WILL NOT BE LIABLE FOR ANY OTHER CLAIM AGAINST CARRIER, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO A PASSENGER'S BAGGAGE, ANY ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR OTHER STATUTORY, CONSTITUTIONAL OR LEGAL RIGHTS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES RELATING TO OR IN ANY WAY ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET OR THE PASSENGER'S VOYAGE, OTHER THAN FOR INJURY, ILLNESS OR DEATH, UNLESS A DETAILED WRITTEN CLAIM IS PRESENTED TO CARRIER WITHIN THIRTY (30) DAYS OF THE DATE OF THE CLAIM OR ALLEGED LOSS. SUIT MUST BE FILED BY PASSENGER WITHIN SIX (6) MONTHS AFTER THE PASSENGER'S ARRIVAL AT THE FINAL PORT LISTED ON THE TICKET, OR IN THE CASE OF NON-ARRIVAL, FROM THE DATE ON WHICH THE PASSENGER SHOULD HAVE ARRIVED. ANY SUCH LAWSUIT MUST BE BROUGHT BY OR ON BEHALF OF THE INDIVIDUAL PASSENGER CONCERNED.
- C. IF A WRITTEN CLAIM IS NOT MADE AND SUIT IS NOT FILED WITHIN THE TIME PROVIDED IN THIS SECTION 13, THEN THE PASSENGER WAIVES AND RELEASES ANY RIGHT HE OR SHE MAY HAVE TO MAKE ANY CLAIM AGAINST CARRIER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET OR THE VOYAGE.

13. ITINERARY/CHANGES/SUBSTITUTION OF VESSELS/SAFETY AND SECURITY

Carrier visits numerous ports around the world. Passengers assume responsibility for their own safety and Carrier cannot guarantee Passengers' safety at any time. Risks ashore could include war, terrorism, crime or other potential sources of harm. The United States Department of State and other government agencies regularly issue advisories and warnings to travellers giving details of local conditions. Carrier strongly recommends that Passengers and their travel agents obtain and consider such information when making travel decisions. Carrier assumes no responsibility for gathering such information.

14. HINDRANCE OF PERFORMANCE OF VOYAGE

Except as provided, if the performance of the Voyage or any portion thereof is hindered or prevented (or if in the opinion of Carrier or the Captain is likely to be hindered or prevented) by reason of any event or occurrence as set forth in Section 14 of this Ticket or for any other reason which in the

opinion of the Captain is required for the safety of passengers' property and the Vessel, Carrier shall have no liability to Passengers as a result of such cancellation, termination or modification.

However, if the Voyage is cancelled or terminated early due to mechanical failure of the Vessel, each Passenger shall be entitled to a full refund for a cancelled Voyage or a partial refund for a terminated Voyage. For Voyages terminated early due to mechanical failure of the Vessel, Carrier shall also provide transportation to the Vessel's scheduled port of disembarkation or at Carrier discretion to the Passenger's home city; and lodging if disembarkation and an overnight stay in an unscheduled port are required.

15. HEALTH AND MEDICAL MATTER/RESPONSIBILITY OF PASSENGER TO INFORM CARRIER OF HEALTH CONDITIONS OR PHYSICAL OR MENTAL LIMITATIONS

Each Passenger acknowledges and voluntarily accepts and assumes the risks inherent in travel by sea, including the risk that advanced medical attention or emergency medical disembarkation may be delayed or impossible due to the location of the Vessel, prevailing weather conditions or other circumstances. Passenger represents and warrants that he or she is physically and otherwise fit to travel on the Voyage. All Passengers are required to report to Carrier at the time of booking, and follow-up in writing, any of the following

- A) Any physical or mental condition that may require medical or professional treatment or attention during the Voyage; B) Any condition that may render the Passenger unfit for travel, or that may require special care or assistance;
- C) Any condition that may pose a risk or danger to the Passenger or anyone else on board the Vessel;
- D) Any condition that may require oxygen for medical reasons; or
- E) Any intention to use or need to use a wheelchair, cart, other mobility device or a service or assistance animal on board the Vessel.

CARRIER CANNOT GUARANTEE THAT CERTAIN MEDICAL SERVICES WILL BE AVAILABLE ONBOARD THE VESSEL AND IF MEDICAL SERVICES ARE AVAILABLE, THEY ARE SOLELY FOR THE PASSENGER'S CONVENIENCE. THE MEDICAL SERVICES THAT ARE AVAILABLE WHILE ONBOARD THE VESSEL ARE LIMITED AND PASSENGER UNDERSTANDS THAT THERE MAY BE CIRCUMSTANCES WHERE NEEDED MEDICAL SERVICES CAN ONLY BE PROVIDED BY A SHORESIDE MEDICAL FACILITY OR MEDICAL SPECIALIST.

20. CHOICE OF LAW/PLACE OF SUIT; WAIVER OF TRIAL BY JURY; CLASS ACTION WAIVER

THIS TICKET AND ALL DISPUTES OR CLAIMS WHATSOEVER BY PASSENGER SHALL BE GOVERNED EXCLUSIVELY, IN ALL RESPECTS, AND WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, BY THE GENERAL MARITIME LAW OF THE UNITED STATES INCLUDING THE DEATH ON THE HIGH SEAS

ACT(46 USCS § 30302). EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THIS TICKET, PASSENGER AGREES THIS CHOICE OF LAW SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY OTHER STATE OR NATION.

IT IS SPECIFICALLY AGREED BY AND BETWEEN YOU, THE PASSENGER, AND CARRIER THAT ANY AND ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS TICKET, YOUR BOOKING OF SPACE OR YOUR CRUISE SHALL BE LITIGATED SOLELY AND EXCLUSIVELY, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN DADE COUNTY, FLORIDA

NEITHER CARRIER NOR PASSENGER SHALL HAVE THE RIGHT TO TRIAL BY JURY AND EACH EXPRESSLY WAIVES SUCH RIGHT.

RESOLUTION OF ALL DISPUTES HEREUNDER SHALL BE BY AND BETWEEN CARRIER AND PASSENGER INDIVIDUALLY AND SHALL NOT BE LITIGATED AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION

22. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR USE, SEAWORTHINESS AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT. CARRIER SHALL NOT BE LIABLE FOR ANY 18 INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

Hurtigruten Booking Terms and Conditions 2021/22⁶

1. YOUR CONTRACT

Your contract is with Hurtigruten Ltd., a company wholly owned by Hurtigruten ASA, on the basis of these conditions and the information contained in the brochure, and shall be governed by English law and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. When you book an air package holiday or sailing with us the contract between us will exist as soon as you or your travel agent asks us to confirm your booking. We then become responsible to provide you with the voyage arrangements or air package holiday you have booked and you become responsible to pay for them, in each case subject to these terms and conditions. You will also become responsible to pay for any additional arrangements made by us on your behalf including International Flights not included in any air package, optional excursions, travel insurance or other arrangements requested by you and booked.....

⁶ <https://www.antarctica-cruising.com/hurtigruten/booking-conditions.htm>

4. FITNESS TO TRAVEL ON THE SHIP, PREGNANCY, DISABILITY OR REDUCED MOBILITY, MEDICAL/MOBILITY EQUIPMENT

In order to ensure that the Carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including the ships flag state every Passenger warrants that he/she is fit to travel by sea and that his/her conduct or condition will not impair the safety of the ship or inconvenience the other passengers. We reserve the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law. If we consider it necessary, we are entitled to administer a health questionnaire prior to boarding.

10. OUR LIABILITY TO YOU

- (i) Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.
- (ii) We will accept responsibility for the arrangements we agree to provide or arrange for you as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors, we will pay you reasonable compensation.
- (iii) Where death and or personal injury and or loss of or damage to property occurs during carriage by air or by sea then liability and the extent of damages recoverable will be dealt with by International Conventions as set out in paragraphs (v) and (vi) and not otherwise.
- (iv) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10(vi) below.
- (v)
- (vi) Travel by sea is governed by the provisions of the Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended in 1976 ("The Athens Convention) and where applicable from 1 January 2013 EU Regulation 392/2009 relating to the Liability of carriers of passengers by sea in the event of accidents ("EU Regulation 392/2009). For

the purposes of the Athens Convention and EU Regulation 392/2009 we are the Contracting Carrier.

The Athens Convention and EU Regulation 392/2009 limit the Carriers' liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It is presumed that luggage has been delivered to you undamaged unless written notice is given by us and/or the performing Carrier.....

In so far as we may be liable to a Client in respect of claims arising out of carriage by sea, we shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Booking Conditions is made null and void by the Athens Convention or EU Regulation 392/2009 or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.

Any liability in respect of death and personal injury and loss of and damage to luggage which we may incur to you shall always be subject to the limits of liability contained in the Athens Convention or EU Regulation 392/2009 for death/personal injury of 46,666 Special Drawing Rights (SDR) or 300,000 SDR under Athens Convention or 400,000 SDRs under EU Regulation 392/2009 except in the case of liability for war or terrorism 250,000 SDRs.

12. INSURANCE

It is a condition of the contract with us that every member of the booking has travel insurance in force for the entire duration of the booking, covering at least the cancellation of the booking and providing medical cover for illness or injury and repatriation while overseas. Please provide us with the name of your insurer, together with their 24-hour emergency number when you book or as soon as possible.

PRINCESS CRUISES

Passage Contract

IMPORTANT NOTICE TO GUESTS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND CARRIER, AFFECT YOUR LEGAL RIGHTS, AND ARE BINDING ON YOU TO THE FULL EXTENT PERMITTED BY LAW; PARTICULARLY SECTION 13 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 14 AND 15 LIMITING CARRIER'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 16 LIMITING YOUR RIGHT TO SUE, REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND WAIVER OF YOUR RIGHT TO ARREST OR ATTACH THE SHIP.

1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

Upon booking the Cruise, each Guest named on the booking confirmation/statement explicitly agrees to the terms of this Passage Contract. Any Guest booking or purchasing the Cruise represents that he or she is authorized by all accompanying Guests to accept and agree to all the terms and conditions set forth herein.

You acknowledge and agree that, except as otherwise expressly provided herein, the resolution of any and all disputes between Carrier and any Guest shall be governed exclusively and in every respect by the general maritime law of the United States without regard to its choice of law principles, except in cases involving death arising outside the United States which shall be governed exclusively by the Death on the High Seas Act, 46 U.S.C. § 30301, et seq. To the extent such maritime law is not applicable, the laws of the State of California (U.S.A.) shall govern the contract, as well as any other claims or disputes arising out of that relationship. You agree this choice of law provision replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

This Passage Contract constitutes the entire understanding and agreement between You and Carnival plc, the Operator of some "Princess Cruises" ships (the "Carrier"), as defined below, and supersedes any other prior oral, implied, written or other representations or agreements between You and Carrier, except that in the event of a direct conflict between a provision of this Passage Contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking, the PBOR controls.

"Cruise" means the scheduled voyage as published in the booking confirmation/statement and/or boarding pass issued in connection with this Passage Contract, as may be amended pursuant to this Passage Contract, from the port of embarkation to the port of disembarkation, and also includes any air, rail, road or sea transport and any land accommodation components of any land-sea package sold, taken with or included in the price of the Cruise, and any activities, shore excursions, tours, or shore side facilities related to or offered during the Cruise.

7 RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL; SUBSTITUTION.

In the case of mechanical failures that cause the scheduled cruise to be cancelled, You are entitled to a full refund of the Cruise Fare and the Taxes, Fees & Port Expenses; or for mechanical failures that cause a cruise to be terminated early, a partial refund of the Cruise Fare and any unused Taxes, Fees & Port Expenses, travel expense to transport You to the scheduled port of disembarkation or Your home city at Carrier's discretion, and overnight lodging if an unscheduled stopover is required. You shall have no claim against Carrier, and Carrier shall not be liable for damages or a refund of the Cruise Fare, any portion thereof, or other payment, compensation or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay,

inconvenience, disappointment or expense whatsoever, which shall be the Guest's responsibility, whenever the cancellation or change was otherwise beyond Carrier's exclusive control.

Carrier's non liability extends without limitation to any of those causes described in Section 15(B) and/or inclement weather; health, medical or environmental considerations; labor, political or social disturbances or unrest; or operational, commercial or safety reasons; or was based on a good faith belief by the Carrier or the Ship's Captain that the Cruise or any portion thereof might endanger the Ship or expose any person or property to loss, injury, damage or delay. Except as provided above for mechanical failures, whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind.

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and was within the exclusive control of Carrier, You agree the liability of the Carrier, if any, shall nonetheless be limited as follows:

- A. If Carrier cancels the Cruise before it has started, it shall refund the Cruise Fare (less any air or accommodation charges incurred) and the Taxes, Fees & Port Expenses.
- B. If the sailing is delayed and You are not accommodated on board the Ship, Carrier may arrange accommodations and food at no additional expense to You.
- C. If the scheduled port of embarkation or disembarkation for a Cruise is changed, Carrier shall arrange transportation to it from the originally scheduled port.
- D. If the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Cruise Fare, transfer You to another Ship or transport You to the scheduled final port.
- E. If You pay the Carrier an amount above the Cruise Fare for a shore excursion or other activity that is cancelled, You will be limited to a refund, if any, of the amount paid for the cancelled activity.

Under no circumstances shall the Carrier be or become liable for consequential or other damages of any kind sustained by any Guest except as expressly provided herein.

13. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation will not be possible from every location to which the Ship sails. All health, medical or other personal services in connection with Your Cruise are provided solely for the convenience and benefit of Guests who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the Ship or elsewhere at Your sole risk and expense without liability or responsibility of Carrier whatsoever, and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Your behalf. Doctors, nurses or other medical or service personnel work directly for Guest and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. We do not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the

consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may or may not furnish You. Similarly, and without limitation, all spa personnel, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Guest.

15. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.

- A. General: Nothing contained in this Passage Contract shall limit or deprive Carrier of the benefit of the applicable statutes or laws of the United States of America or any other country; or any international convention providing for release from, or limitation of, liability.
- B. Acts Beyond Carrier's Control, Force Majeure: Except as provided in Section 7 with regard to refunds and certain other expenses for cruises that are cancelled or terminated due to mechanical failures, Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the Ship; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.
- C. Claims for Emotional Distress: Carrier shall not be liable to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Guest's physical injury or as the result of Guest having been at actual risk of immediate physical injury proximately caused by Carrier's negligence ("Emotional Harm").

16. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM; WAIVER OF CLASS ACTION; WAIVER OF RIGHT TO IN REM PROCEDURES OF ARREST AND ATTACHMENT.

The following provisions are for the benefit of the Carrier and certain third party beneficiaries as set forth above in Section 1:

A. Notice of Claims and Time Limits for Legal Action:

- i. Claims for Injury, Illness or Death: In cases involving claims for Emotional Harm, bodily injury, illness to or death of any Guest, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 6 months from the date of the Emotional Harm, bodily injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death, and (3) valid service of the lawsuit is made within 90 days of filing the complaint.
- ii.

B. Forum and Jurisdiction for Legal Action:

- i. Claims for Injury, Illness or Death: All claims or disputes involving Emotional Harm, bodily injury, illness to or death of any Guest whatsoever, including without limitation those arising out of or relating to this Passage Contract or Your Cruise, shall be litigated

in and before the United States District Court for the Central District of California in Los Angeles,

- ii. All Other Claims; Agreement to Arbitrate: All claims other than for Emotional Harm, bodily injury, illness to or death of a Guest, whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation alleged violations 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 Passage Contract or Guest's cruise, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration..... The arbitration shall be administered by National Arbitration and Mediation ("NAM")

C. WAIVER OF CLASS ACTION:.....

D. WAIVER OF RIGHT TO IN REM PROCEEDINGS:.....

Costa Crociere S.p.A⁷

Passage Ticket Contract

Important notice: this is your passage ticket contract. Read it carefully as it governs your legal rights. Pay particular attention to paragraphs 1 through 9 which limit the carrier's liability and your right to take legal action.

By accepting or using this ticket, you, the Guest, acknowledge, accept and agree to all of its terms and conditions. Certain provisions are highlighted to call your attention to them but all provisions are important and binding upon you. The Carrier undertakes to transport the Guest and the Guest's baggage only under the following conditions, which the Guest acknowledges and undertakes to comply with fully. The limitations and contractual provisions herein shall apply to any and all disputes between the Guest and the Carrier, regardless whether the incident giving rise to the dispute occurs on board the Vessel, ashore, or while the Guest is in route to or from the Vessel by any mode of transportation, including without limitation tenders, buses, taxis, air carriers or private transportation.

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, and published on our [website](#), the PBOR controls.

DEFINITION OF TERMS USED IN THIS TICKET

When used in these General Conditions of Passage Ticket Contract (sometimes referred to as the "Contract"), the word "Guest" shall mean each and any person traveling hereunder, including any persons traveling with the person or persons named on the ticket or carried according to this Contract.

⁷ www.costacruises.com › general-conditions › contract

It also means any such Guest's spouse, estate, executors, administrators, heirs, successors, and assigns and if a minor shall include the minor and the parent, guardian and persons in charge of the minor.

The word "Carrier" when used herein shall mean Costa Crociere S.p.A., an Italian corporation, the Vessel and other vessels owned, chartered, operated, marketed or provided by Costa Crociere S.p.A., and all of their officers, staff members, crewmembers, agents and assigns.

The word "Vessel" when used herein shall mean the vessel specified herein and any other vessel on which the Guest may be traveling or against which the Guest may assert a claim.

2. NOTICE OF CLAIMS AND LIMITATION OF ACTION

The Carrier shall not be liable for any physical or emotional injury, illness or death of the Guest unless written notice of the claim with full particulars is delivered to the Carrier or its duly authorized agent within 185 days after the date of injury, illness or death. No legal proceedings whatsoever shall be maintainable in any event unless filed within one year after the date of injury, illness or death, and unless valid service is effected upon the Carrier within 120 days after commencement of the proceeding. The Carrier shall not be liable for any claims whatsoever, other than for physical or emotional injury, illness or death of the Guest, unless written notice of the claim with full particulars is delivered to the Carrier or its duly authorized agent within thirty (30) days after the Guest shall be landed from the Vessel, or in the case the voyage is abandoned within thirty (30) days thereafter. No legal proceeding whatsoever, other than for personal injury, illness or death, shall be maintainable in any event unless filed within six (6) months after the Guest shall be landed from the Vessel, or in the case the voyage is abandoned within six (6) months thereafter, and unless valid notice or service is effected upon the Carrier within 120 days after commencement of the proceeding.

3. CHOICE OF FORUM; ARBITRATION OF CERTAIN CLAIMS; NO ARREST OF VESSEL

a) Any claim, controversy, dispute, suit, or matter of any kind whatsoever arising out of, concerned with, or incident to any Cruise or in connection with this Contract shall be instituted only in the courts of Genoa, Italy, to the exclusion of the courts of any other country, state, or nation. Italian law shall apply to any such proceedings, without effect to Italian choice-of-law principles.

b) No Right of Arrest. The Guest hereby waives any right to arrest or otherwise detain the Vessel in any jurisdiction.

4. LIMITATIONS OF LIABILITY OF THE CARRIER

The Carrier shall be liable only for its negligence. The Carrier shall not be liable for acts of god, acts of war, civil commotion, riots, strikes, acts of terrorism or acts of sovereign states or governments. In addition to all of the restrictions and exemptions from liability provided in this Contract, the Carrier claims the benefit of all restrictions, exemptions and limitations of liability set forth in the "Convention Relating to the Carriage of Guests and Their Luggage by Sea of 1974" as well as the "Protocol to the Convention Relating to the Carriage of Guests and Their Luggage by Sea of 1976" ("Athens

Convention"), and the "Convention on Limitation of Liability for Maritime Claims" of 1976 ("LLMC Convention") which limit the liability of the Carrier for death of or personal injury to the Guest to no more than 46,666 Special Drawing Rights ("SDRs") as defined therein, and all other limits for damage or loss to personal property. The value of 46,666 SDRs is equal to approximately U.S. \$64,891 at the time of printing of this Contract and the current value is publicly available and published in the Wall Street Journal and on the Internet at www.imf.org/external/np/fin/data/rms_sdrv.aspx. Further, the Carrier shall be entitled, to the maximum extent allowed by law, to any and all liability limitations and immunities provided under the International Convention on Travel Contracts ("CCV Convention") signed at Brussels, Belgium on April 23, 1970. In the event of any conflicts between the referenced provisions of the United States Code, the Athens Convention, the LLMC and the CCV, the Carrier shall be entitled to invoke whichever provisions provide the greatest limitations and immunities to the Carrier. Nothing in this Contract is intended to, nor shall it operate to, limit or deprive the Carrier of any such statutory limitation or exoneration from liability.

(NB: under Italian law [clause 3] EU Regulation 392/2009 respectively the 2002 Protocol applies. To what extent the CCV Convention may apply has been discussed above.)

Polar Latitudes Inc⁸.

ELIGIBILITY

In general there are no specific physical requirements for travel in Antarctica. However, we are traveling to the most remote region of the world and we are traveling on a ship which, at times, may be in rough seas and which has limited facilities. Passengers with unstable medical/health issues may not be appropriate for this type of expedition and are advised to exercise appropriate caution.

INSURANCE

All passengers must carry a Travel Insurance Plan. This Plan must cover personal injury, medical expenses, repatriation expenses, evacuation expenses, and pre-existing medical conditions. As any potential evacuation from Antarctica can cost up to \$150,000, we recommend that no policy carry less than this amount of coverage. Polar Latitudes will require information as to carrier, policy number, and a 24-hour contact number. Additionally, passengers are strongly advised to carry a Comprehensive Travel Insurance Plan which should also include coverage for cancellation, curtailment, trip interruption, and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to or otherwise involving a passenger. Please also note: Travel to Antarctica carries with it a slight but inherent risk that a voyage may be interrupted after the voyage has begun. In such matters the Master of the vessel has full authority to make decisions that can affect itineraries and trip length. In such a case, Polar Latitudes cannot be responsible for situations

⁸ <https://polar-latitudes.com/terms-and-conditions/>

outside its control, and in the event of financial losses, your travel insurance may be your only recourse for recovery of funds. Should you elect to travel without comprehensive insurance you are accepting this risk.

ITINERARIES

Polar Latitudes' captain and expedition team will do everything possible to complete the voyage as outlined in the voyage itinerary. However, itineraries in polar regions are heavily dependent on weather and ice conditions. Occasionally conditions and or safety concerns require Itinerary changes. The Captain and expedition team will accordingly make every effort to find the best alternative to the original itinerary while keeping passengers informed and updated. Itinerary changes are not subject to passenger approval/consent, and in the event of such a change no refunds or price adjustments are possible. Placement of a booking with Polar Latitudes amounts to an acknowledgement that itinerary changes are possible.

RESPONSIBILITY

Polar Latitudes is a qualified tour operator that organizes and administers its polar voyages. Polar Latitudes will provide services in conjunction with local operators and air and sea operators. The designated operator(s), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, or other suppliers of services connected with these tours ("other providers"), and the other providers are solely responsible and liable for providing their respective services. The passenger tickets in use by the carriers shall constitute the sole contract between the carriers and the passenger; the carriers are not responsible for any act, omission, or event during the time participants are not aboard their conveyances.

Quark Expeditions⁹

6.0 Emergency Evacuation Insurance and Travel Insurance

Due to the remoteness of where we travel, an adequate medical facility could be 72 hours away or more, and emergency evacuation and adequate medical treatment may be delayed or unavailable in certain areas.

6.1 Emergency Evacuation Coverage - Complimentary for all Quark guests

Emergency evacuation insurance, to a maximum benefit per paying traveler of US\$500,000, is included complimentary in the cost of all QEI trips. Included coverage is applicable only to travel occurring between the first and last day of the expedition purchased from QEI. Additional days of travel prior to the expedition and/or after the expedition, including pre- and post-packages/hotels/flights, purchased from QEI or from suppliers other than QEI are

⁹ <https://www.quarkexpeditions.com/expedition-terms-and-conditions>

not covered by the included emergency evacuation insurance. The passenger is responsible for determining that this coverage provided by QEI is sufficient.

6.2 Comprehensive Travel Insurance

QEI highly recommends that you and all members of your party have comprehensive travel insurance coverage. Due to the remoteness of the areas in which we travel, travellers should have a minimum level of cover sufficient to cover the entirety of their medical risk and exposure including emergency medical coverage. QEI requires that you have adequate medical coverage prior to embarkation. The travel insurance policy should also cover trip cancellation insurance, trip delay, interruption or after departure coverage, baggage and repatriation.

Please ask your Polar Travel Adviser about Tripmate Tour and Cruise Travel Protection for US and Non-US residents or book your travel insurance at <http://www.quarkexpeditions.com/travel-insurance>.

4.0 Adventure Options

Prices quoted are based on group participation and no refunds will be made for any part of the program in which you choose not to participate, including but not limited to kayaking, paddle excursion, stand up paddle boarding, camping, skiing, mountain trekking or ballooning (if applicable and which, at the discretion of the Vessel's Master and/or QEI's Expedition Leader, may or may not be used). It is understood that refunds cannot be made to travellers who do not complete the services for any reason whatsoever. QEI and/or the Expedition staff reserve the right to deny participation to anyone who does not follow the rules set out by expedition staff or is deemed by QEI and/or the Expedition staff in its/their sole discretion to be not medically/physically able to participate safely. For the avoidance of doubt, where providers of any such Adventure Options are independent contractors then neither QEI, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any such provider. Adventure Options are not transferable at any time.

21.0 Acknowledgment of Risk

You understand and acknowledge that your travel in connection with and participation in the tour arranged at your request by QEI may involve risk and potential exposure to injury, including emotional injury, injury to person or property and death. You also realize and acknowledge that risk and dangers may be caused by the negligence, fault or wrongdoing of the owners, directors, employees, contractors, subcontractors, officers or agents of QEI or of

other participants, contractors and/or subcontractors to QEI. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with your travel and recreational activities which may take place during your journey.

22.0 Express Assumption of Risk and Responsibility/Participation

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, including emotional injury or injury to person or property, whether caused in whole or in part by the negligence, fault or wrongdoing, whether expected or not, of the owners, directors, agents, officers, employees, contractors, or subcontractors of QEI or of other participants. You understand and acknowledge that due to the remoteness of where we travel, emergency evacuation and/or search and rescue may be delayed or unavailable and that medical facilities and supplies may be limited and you acknowledge that it is your responsibility to assess the impact such limitations may have on any existing medical condition(s). You understand and acknowledge that QEI reserves the right to accept or reject any participant for any reason, and QEI or its guide has the right to disqualify you from any trip activity, if in QEI's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform QEI, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to QEI. The traveller is hereby expressly advised that the vessel may be powered or operated in whole or in part by nuclear power or a similar power and the traveller hereby accepts all risks, whether known or unknown, inherent therein and agrees that neither Quark nor the vessel owner shall have any liability for injury, illness or death resulting therefrom.