

## **Brand g Vacations Terms & Conditions – 2021 Bucharest to Budapest Danube River Cruise**

Thank you for choosing Brand g for your vacation. The cruise portion of this vacation is provided by Amadeus Cruises. To ensure that you understand the conditions of your particular vacation, please read the following policies and procedures completely. All policies and procedures are subject to change at any time at Brand g's sole discretion without notice. Any and all information contained herein is in effect at the time of printing and is subject to change at any time.

Information contained in this document does not form part of any offer or contract. The transportation of guests and baggage on Amadeus vessels is provided solely by Amadeus and is governed by the terms and conditions printed on the Passage Contract. The Passage Contract will be included with your travel documents and contains complete and important information regarding cancellations, itineraries, Amadeus' liability, health and immigration requirements, and other relevant terms and conditions. The terms and conditions of the Passage Contract will apply to persons who have booked a cruise regardless of whether or not they have embarked the vessel. Please read your Passage Contract carefully. To the extent that any of the information in the brochure conflicts with the terms of the Passage Contract, the terms and conditions contained in the Passage Contract shall control.

Itinerary arrival and departure times are always subject to change without notice. Brand g Vacations and Amadeus reserve the right to cancel, alter, advance, postpone or substitute any scheduled sailing or itinerary, substitute another vessel for the scheduled ship, or substitute or cancel scheduled ports of call, which, in its sole judgment and discretion, is justified for any reason, and to do so without liability for any loss whatsoever to guests as a result of said change(s). Additionally, Amadeus reserves the right to cancel reservations and bookings in the event of a full-ship charter, whether or not a deposit or full payment has been received, and in such event, Amadeus' only liability will be to refund to the guest the amount it has received.

Amadeus makes arrangements for transportation, other than cruise passage, only as a booking agent. Amadeus' responsibility does not extend beyond the vessel. In arranging for the transportation of guests to and from the ship, Amadeus does so with independent contractors. Amadeus is not responsible for incidents such as airline cancellations, re-routings or any disruption of scheduled services or accommodation, or lost luggage.

All schedules, fares, and terms and conditions listed at [www.brandgvacations.com](http://www.brandgvacations.com) are effective as of December 2019 and supersede any schedules, prices, and terms and conditions previously published.

All fares including land and hotel, are capacity controlled, subject to change at anytime without notice and do not guarantee availability. All are subject to change and/or cancellation without notice.

Travel documents will not be dispatched until full and final payment and passenger Contact Information has been received by Brand g Vacations and cleared. For purposes of this Agreement, Contact Information shall mean a passenger's full name, passport number, address, telephone number (land and mobile), electronic mail address and emergency contact information and any other information as requested. We must be able to reach each passenger's emergency contact at any time of day. We must, therefore, be provided with all information to allow us to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a cell phone number if available) of a parent, guardian, spouse, domestic partner, or other person to contact in the event of

an emergency. No guest will be allowed to participate in this vacation until we have received all information.

**Cruise Tariff**

2021 cruise fares cover certain land and shipboard services including: accommodations, shore excursions, onboard meals, beer, wine, select spirits, and entertainment aboard ship. All fares are quoted in US dollars, are per guest and based on double occupancy. Not included in your program tariff are: Champagne, and top shelf spirits, optional shore excursions, meals taken ashore during the cruise, imported mineral waters, fuel surcharges, laundry, purchases from the ship boutique or any item or service of a personal nature such as medical care, massages and spa treatments.

**Travel Professionals**

Travel agents are considered to be the agent of Passenger and not of Carrier. Carrier is not liable for any representation, act or omission of Passenger’s travel agent. Passenger’s cruise fare is not considered paid until Carrier receives full payment, and the amount thereof is subject to change at any time prior to Carrier’s receipt of payment. Passenger shall at all times remain liable to Carrier for the price of passage. Carrier reserves the right to refuse embarkation if all charges and surcharges have not been paid in advance of departure.

**Deposit/Final Payment**

All payments will be processed by Brand g Vacations. To reserve your cruise, an \$850 per person deposit is required at the time of booking. Full payment is due no later than 90 days prior to departure. Guests will not be permitted to change travel agents once final payment has been received. Final documentation will be issued after receipt of final payment and approximately 30 days prior to sailing. All reservations are subject to cancellation if payments are not received by the due date, and are guaranteed only when paid in full 90 days prior to sailing. Reservations made within 90 days of sailing require full payment within seven days of booking or sooner, as specified by Brand g Vacations. Payments may be made by AMEX/VISA®/ MasterCard® or DISCOVER®.

**Cancellations/Refunds**

Should you find it necessary to cancel your reservation or any component thereof, you or your travel professional are required to contact Brand g Vacations directly by telephone as well as submit your cancellation in writing. Refunds are subject to the schedule below regardless of suite/cabin resale and cancellation charges may not be converted to future cruise credits:

<b>Cancellation Charges</b>	
<b>Days Before Departure</b>	<b>Per Person Charge</b>
Greater than 90 days (through 6/5/21)	\$100
90 - 0 days (6/6/21-departure)	100% of the total per person fare

*Travel documents must be returned to Brand g Vacations before refunds (if owed) can be processed.*

## **Health and Medical Requirements**

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

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

By booking passage on this program 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.

Brand g and Amadeus reserve the right without liability to require a guest to leave the program, or disembark and/or to refuse to board and transport a guest who, in the judgment of Brand g, Amadeus or the ship's Captain, is unfit to travel or may require care beyond that which we reasonably able to provide.

We strongly recommend that guests are able to navigate the stairs on-board without assistance. Should guests require assistance, they must travel with someone who is able to assist them both ashore and at Onboard. Brand g and Amadeus are unable to offer special assistance. Please note that wheel-on and/or wheel-off access is not available at ports-of-call.

## **Baggage**

You may bring aboard the ship a reasonable amount of clothing and personal effects without charge. Baggage for Amadeus guests or guests on our land extension programs must be handled in accordance with regulations of our operators. Baggage exceeding these limitations is subject to the charges as set forth by the individual operators. Airlines are strict with baggage limitations. Guests are encouraged to contact individual airlines for weight limitations.

All baggage must be securely packed, and properly and clearly labeled. Liquid, fragile, perishable and other articles not suitably packed are transported at your own risk. Amadeus and Brand g are not responsible for loss or damage to baggage or any other personal item during air travel or land extension programs.

Baggage and personal belongings will be taken off the ship upon guest disembarkation. Under no circumstances will baggage be stored onboard without the owner of such baggage being on the vessel. Amadeus is not responsible for baggage stored in shore side facilities.

Under no circumstances may dangerous items (including but not limited to: explosives, firearms, combustible or illegal substances) be taken aboard the ship. We recommend that you hand-carry travel documents (passport, visa, cruise tickets), medications and valuables. These items are the full

responsibility of the guest at all times. Amadeus shall not be responsible for the loss of, or damage to, such personal items.

### **Lost Property**

Brand g may levy a charge for the return of personal items left behind or lost and subsequently found.

### **Travel Documents**

All travel documents (air and cruise tickets, passport and medical insurance information) are the guest's responsibility. It is also the guest's responsibility to obtain any necessary visas and public health documents for all applicable ports and to comply with all customs requirements. Without the required documents, a guest may be denied boarding and accommodation by Amadeus or the guest may be disembarked during the voyage and Brand g Vacations will not make a refund or be otherwise liable to any guest for such denial of boarding or disembarkation.

In the event that Brand g as a courtesy provides information or advice as to necessary travel documents, visas and medical inoculations, guests are still obligated to verify such information with the appropriate government authorities and Brand g does not warrant or guarantee the accuracy of such information. Please check with the appropriate consulate for specific requirements. Security measures imposed by governments may change from time to time and each guest will be required to comply with them. As a courtesy, we will endeavor to provide each guest with notice of measures that may affect them, but complying with any such requirements is the sole responsibility of each guest. Please consult your travel professional for advice on such requirements to avoid loss of boarding privileges.

### **Taxes, Government Fees/Quasigovernment Fees and Fuel Supplements**

Brand g reserves the right to pass through to its guests (including fully paid and deposited guests) any taxes and government fees/quasi-government fees that relate specifically to a guest's itinerary. "Taxes and Government fees/quasi-government fees" include any and all fees, charges, surcharges, tolls and taxes imposed by governmental or quasi-governmental authorities including, but not limited to, customs fees, per person berth taxes or fees, embarkation and/or disembarkation fees at ports, airline transportation fees, dockage fees, and wharfage fees.

Amadeus reserves the right to charge a per person fuel supplement in the event that the price of increases up to and including the day of embarkation. Amadeus may collect any taxes, government fees/quasigovernment fees and fuel supplement (the "Surcharges") at the time of booking, prior to sailing or on board the vessel, even if the cruise fare has been paid in full. Surcharges will be invoiced accordingly.

All fares, and itineraries are subject to change without notice. Additional restrictions may apply. We reserve the right to correct any errors or omissions.

This brochure may contain inadvertent technical or factual inaccuracies and typographical errors. Brand g reserves the right to correct errors and omissions at any time without prior notice, and to cancel any offered product, service, amenity, etc. in the event of any error or omission in the description, including pricing and availability.

### **Video / Photographic Release**

You agree to participate in promotional, publicity, or merchandising pictures during this event. You hereby authorize the reproduction, sale, copyright, broadcast and /or distribution of said video, sound recording and pictures without limitations. You further agree and release Brand g, its parent, their representatives and agents from any liability, loss, expense or claims arising from distribution, broadcast, sale or use of your likeness or voice. You certify that you are 21 years of age or over. You may opt out of any promotional videos and pictures; however, Brand g does not guarantee that you will not be included.

## **AMADEUS RIVER CRUISES PASSENGER TICKET CONTRACT / Version 2015**

PREAMBLE: THIS CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN THE PASSENGER AND "DANUBIA KREUZFAHRTEN GMBH", VIENNA, AUSTRIA ( "Company" ) BEING THE CRUISE LINE OF THE "AMADEUS"- FLEET: THIS CONTRACT CONTAINS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS RESPECTING INJURY TO OR DEATH OF PASSENGER AND DAMAGE CLAIMS RELATING TO BAGGAGE. CERTAIN OTHER PERSONS AND ENTITIES, AS WELL AS THE VESSEL ITSELF, ARE ALSO GRANTED RIGHTS UNDER THIS TICKET CONTRACT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THIS CONTRACT AND BOARDING THE VESSEL, PASSENGER AGREES TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF, INCLUDING SPECIFICALLY THOSE REGARDING PASSENGER'S RIGHT TO SUE, GOVERNING LAW,

FORUM AND JURISDICTION. NOTICE: THE FOLLOWING SECTIONS MAY CONTAIN IMPORTANT LIMITATIONS ON PASSENGER'S RIGHT TO ASSERT CLAIMS AGAINST COMPANY AND CERTAIN THIRD PARTIES. PASSENGER HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

"Company" enters into contracts of carriage, issues all Contracts, and accepts and carries Passenger and Baggage only on and subject to these Terms and Conditions. This Contract is an agreement between Passenger and Company, and their respective agents, servants and employees. Specifically, the limitations of liability contained herein are applicable to claims against all parties listed in the definition of "Company".

### **DEFINITIONS**

"Baggage" means all such Passenger baggage allowed on the Vessel pursuant to the terms of this Contract which is placed in Passenger's cabin, or which has been stored in the Vessel's baggage room, holds or safe against receipt therefore at the request of Passenger.

"Conventions" means the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974, the International Convention on Limitation of Liability For Maritime Claims, 1976, and, where applicable, the Strasbourg Convention on the Limitation of Liability in Inland Navigation, 1988.

"Passenger" means every person named on the face of this Contract and/or travelling under this Contract or occupying the cabin designated on this Contract, including their heirs, successors in interest and personal representatives.

"Contract" means this entire Passenger Ticket Contract document including all its terms and conditions.

**NON-TRANSFERABILITY/BINDING EFFECT:** This Contract is valid only for Passenger or Passengers named herein for the date and Vessel indicated. It may not be sold or transferred. The terms and conditions of this Contract are binding on, and confer benefits to Passenger, Passenger's spouse, heirs, executors, administrators, personal representatives, dependents and next of kin. Passenger represents and warrants that s/he is duly authorized by and on behalf of all Passengers (including minor children) named on this Contract to agree to and to bind all such Passengers to such terms and conditions.

**EMBARKATION:** Passenger is required to be on board the Vessel at least one hour before the initial scheduled departure time and any departure time subsequently announced during the cruise. At the time of embarkation Passenger is responsible for having received all medical inoculations necessary for the voyage and having in his/her possession this Contract, valid passport, visas, medical card and other documents necessary for scheduled ports of call and disembarkations. Company shall have no liability to Passenger whatsoever if Passenger is not on board prior to the Vessel's departure.

**BAGGAGE, VALUABLES AND OTHER POSSESSIONS:** Due to space limitations, each Passenger may bring aboard the Vessel one (1) suitcase without charge (additional baggage will be subject to an excess baggage charge). All Baggage must be securely packed and distinctly labelled with Passenger's full name, the name of the Vessel, and the cabin number of Passenger and the sailing date of the Vessel. Under no circumstances, may dangerous articles such as firearms, explosives, oxygen or combustible substances, alcohol, drugs, illegal substances, or dangerous goods be taken aboard the Vessel. Any such item shall be surrendered to the Captain of the Vessel at embarkation, and may be disposed of in the sole discretion of the Captain. Pets and other animals are not allowed on board the Vessel. Hand or unlocked luggage, breakables and valuables, including but not limited to jewellery, money, precious stones, securities, financial instruments and/or tickets, must be hand-carried by Passengers on and off the Vessel, and may not be included with check-in Baggage. Company shall not be responsible for loss or damage to such items.

**LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY:** The total value of the Baggage, valuables and other personal belongings of a Passenger aboard the Vessel who does not deposit valuables for safekeeping, as described in this Contract, shall be deemed not to exceed the amount of US\$200 per Passenger and Company's liability, if any, for loss of or damage to such belongings is limited to a maximum of EURO 150.- ( US\$200 ) per Passenger. Company provides safekeeping for valuables aboard the Vessel and encourages Passengers to deposit any jewellery or other valuables brought aboard the Vessel with the designated officer who will issue a receipt for such valuables. Company shall not be liable for any loss of or damage to money, jewellery, precious stones, securities, financial instruments, tickets or other valuables unless they have been delivered to the designated officer and a receipt issued. The value of articles delivered for safekeeping shall be deemed not to exceed EURO 150.- ( US\$200 ) unless Company agrees in writing to a higher value for the articles at the time of delivery to the designated officer. Unless specifically provided elsewhere in this Contract, Company shall have no liability for loss or damage to Baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts-of-God are not reimbursable.

Settlements of reimbursable claims for lost belongings will be made on the basis of actual cash value (replacement cost less depreciation). Settlements of reimbursable claims for damaged items will be on

the basis of cost of repair or actual cash value, whichever is less. No amount shall be paid in settlement of any claim without proof of the actual cash value or repair cost as appropriate arising from the loss or damage. Such proof must be sent to Company. Company liability must be proven before any settlement will be paid.

#### **COMPANY'S LIABILITY/TIME LIMITS FOR PROPERTY DAMAGE AND PERSONAL INJURY CLAIMS**

Art (1) The provisions and limitations of the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974 (the "Athens Convention") and the International Convention on Limitation of Liability For Maritime Claims, 1976 (the "1976 Convention") are incorporated in this Contract. Where the terms of this Contract conflict with any applicable mandatory provision of law or international convention, including, where applicable, the Strasbourg Convention on the Limitation of Liability in Inland Navigation, 1988 (the "CLNI Convention"), the provisions of that law or convention prevail. Copies of applicable Conventions are available on request.

Art (2) Company shall be liable only in accordance with the provisions and limitations of the Athens Convention and the 1976 Convention. The Athens Convention and the 1976 Convention in most cases limit Company's liability for death, personal injury, and lost or damaged property. The Athens Convention limits Company's liability for death of or personal injury to a Passenger to no more than 46,666 Special Drawing Rights (as defined therein).

Art (3) The Athens Convention presumes that luggage has been delivered un-damaged unless written notice is given to us:

(i) in the case of apparent damage, before or at the time of disembarkation or re-delivery; or (ii) in the case of loss or nonapparent damage, within 15 days of the date of disembarkation or re-delivery or from the time when re-delivery should have taken place.

Art (4) Under the Athens Convention any action for damages arising out of personal injury, death, or lost or damaged luggage shall be time-barred after a period of two (2) years. The limitation period shall be calculated as follows: (i) in the case of personal injury, from the date of disembarkation of Passenger; (ii) in the case of death, from the date when Passenger should have disembarked or the date of death, whichever is later; (iii) in the case of lost or damaged luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

Art (5) In no case shall an action be brought after the expiration of a period of three years from the date of disembarkation of Passenger or from the date when disembarkation should have taken place, whichever is later.

Art (6) Company shall not be liable for lost or damaged valuables, except where such valuables have been deposited with Company for the purpose of safe-keeping in which case Company shall be liable up to the limit provided for in the Conventions.

Art (7) Where any of the Conventions permit Company to apply a deductible, Company may apply that deductible.

Art (8) In the event it is determined that Company is not entitled to all of the benefits of the Conventions, including the limitations stated above, Passenger may not maintain a lawsuit against Company or the Vessel, nor will Company or the

Vessel be liable, for loss of life or bodily injury unless written notice of the claim is delivered to Company not later than six (6) months after the day of death or injury, the lawsuit is commenced not later than one (1) year after the day of death or injury, and valid service of the lawsuit on Company or the Vessel, as applicable, is made within thirty (30) days following the expiration of that one-year period. For all other claims, including but not limited to claims for loss or damage to Baggage, breach of contract, or other claim, not governed by the Conventions, Passenger may not maintain a lawsuit against Company or the Vessel, unless Company is provided with written notice of claim within thirty (30) days after the date of disembarkation, the lawsuit for such claim is commenced not later than one-year after the date of disembarkation, and valid service of the lawsuit on the Vessel or Company, as applicable, is made within thirty (30) days following the expiration of that one-year period. In the case of a claim by or on behalf of a minor or legally incompetent person, the time periods described above shall begin to run on the earlier of: (a) date of appointment of a legal representative for the minor or legally incompetent person, or their estate (as the case may be); or (b) three (3) years after the date of death, injury or damage, as applicable.

Art (9) Certain third parties derive rights and exemptions from liability as a result of the terms and conditions stated herein. All of Company's rights, exemptions from liability, defences and immunities under this Contract (including, but not limited to, those arising under this section or applicable law) inure to the benefit of Company's employees and agents, together with, the Vessel and the Vessel's tenders, operators, managers, charterers, officers, staff, crewmembers, shipbuilders and manufacturers of all component parts. These third parties will have no liability to Passenger, either in contract or in tort, which is greater than or different from Company's liability.

Art (10) IF A WRITTEN CLAIM IS NOT MADE AND SUIT IS NOT COMMENCED WITHIN THE TIMES PROVIDED IN THIS SECTION, THEN PASSENGER WAIVES AND RELEASES ANY RIGHTS/HE MAY HAVE TO MAKE A CLAIM AGAINST COMPANY FOR ANY SUCH BODILY INJURY, EMOTIONAL DISTRESS OR INJURY OR DEATH OR LOSS.

**ITINERARY/RIGHT TO CHANGE/DETENTION:** Company will make every reasonable effort to undertake the advertised and any other agreed and offered sailings but no sailings are guaranteed and sailings may be altered, delayed, amended, or cancelled subject to circumstances. If the performance of the proposed voyage is hindered or prevented (or in the opinion of Company is likely to be hindered or prevented) by war, hostilities, blockade, weather condition, high or low water levels, ice, labour conflicts, breakdown of the Vessel, congestion, lock operational malfunction, docking difficulties or any other cause whatsoever or if Company considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the Vessel to risk of loss or damage or to be likely to delay her, Passenger and his property may be landed at the place of embarkation or at any place which Company or the Captain of the Vessel in his or her discretion may reasonably decide upon, at which place the responsibility of Company shall cease and this contract shall be deemed to have been fully performed, or if Passenger has not embarked, Company may cancel the proposed voyage and shall refund Passenger money or fares paid in advance. Company reserves the right at its sole option and discretion, without any liability for damages or refund, of any kind to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or lengthen any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel



and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to Company or not, and to cause Passenger to disembark from the Vessel temporarily or permanently. Company may for any reason whatsoever cancel any sailing or terminate the Contract at any time before departure of the Vessel, and in such event, Company's only liability will be to refund to Passenger the amount it has received for the Contract. For purposes of assisting other vessels or protecting life or property, the Captain of the Vessel has the right, at his or her sole discretion, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change any ports of call, to tow or to be towed, to transfer Passenger and Passenger's baggage to any other vessel and or other means of transportation whether belonging to Company or not, cause Passenger to disembark the Vessel temporarily or permanently, and Passenger shall have no claims against Company in such circumstances.

**HEALTH AND SECURITY/INDEMNIFICATION BY PASSENGER:** Passenger represents and warrants that Passenger is physically and otherwise fit to travel; that s/he will at all times comply with Vessel's rules and regulations and orders and directions of the Vessel's officers and staff; that his/her conduct will not impair the safety of the Vessel or inconvenience other passengers. Company and the Captain of the Vessel, without liability, at any time, may refuse to transport or may land any Passenger at any port or place, or transfer Passenger to other means of transportation, because of health or physical condition, mental disorder, failure to abide by Vessel regulations, failure to possess necessary passports, visas and health or vaccination certificates, or other causes rendering Passenger unfit to travel on the Vessel. If Passenger is refused passage or leaves the Vessel prior to the end of the cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, Company will not be required to refund any portion of the Contract price, or be responsible for any of Passenger's cost. Passenger hereby consents to a reasonable search being made of Passenger's person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of Company, impair the safety of the Vessel or inconvenience other Passengers. Passenger shall indemnify Company for all penalties, fines, charges, losses or expenses incurred or imposed upon Company or the Vessel by virtue of any act or violation of law by Passenger.

**PASSENGER RESTRICTIONS:** Company does not discriminate against persons on the basis of disability. Company is unable to accommodate women past their sixth month of pregnancy and may limit the number of Passengers less than three years of age aboard the Vessel. Any person under the age of sixteen must be accompanied by an adult over the age of twentyone. If the accompanying adult is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian of the child and received by Company prior sailing. Passenger is required to advise Company in writing, at or prior to the time a cruise is booked, of any physical, emotional or mental condition which may require professional attention during the cruise. The Company cannot guarantee that the Vessel is able to accommodate wheelchairs. Passengers with mobility impairments must be accompanied by someone who is able to assist Passenger, on shore and on board the Vessel, and is responsible for providing Passenger all necessary aid and facilities. If any such condition arises after the cruise is booked, Passenger is required to advise Company in writing immediately. Company and all personnel aboard the Vessel shall have no liability to Passenger relating to such condition or its treatment.

**INDEPENDENT CONTRACTOR/SHORE TOURS/LIMIT OF LIABILITY:** Company makes no representations concerning and has no responsibility for tours, including, without limitation, shore excursions, hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated

by Company. Company shall have no obligation or liability of any kind to Passenger for acts or omissions in connection with or arising out of arrangements with independent contractors. Arrangements with independent contractors include, but are not limited to the following: (1) airline and surface transportation; (2) services or products available for Passenger's convenience aboard the Vessel; (2) services, products or transportation provided other than aboard the Vessel furnished by others, including without limitation, sight-seeing tours, precruise and post-cruise tours, excursions, shore trips and tender service, whether arranged or organized by tour operators, travel agents or Company. The Passenger's agreements with independent contractors are not covered by this Contract and shall be subject to the terms and conditions of Passenger's agreements with such carriers and independent contractors, whether or not any products sold, services tendered or transportation provided to Passenger is arranged directly or through Company. Passenger agrees that all rights, exemptions from liability, defences and immunities of whatsoever nature referred to in this Contract applicable to Company or the Vessel, shall in all respects inure also for the benefit of any servant, agent or independent contractor of Company acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to any such Passenger different from that of Company.

**NO LIABILITY FOR MEDICAL TREATMENT:** If Passenger requires medical attention during the trip, medical services will be provided at local facilities. Passenger shall be responsible for all costs and expenses of medical services, treatment and medications. Company shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger receives. Passenger consents to treatment by medical professionals designated by Company, if Passenger is unable to request or authorize medical treatment and, in the opinion of the Vessel's officer, medical attention is necessary, solely at the expense of Passenger and without liability to Company.

**PAYMENT BY PASSENGER AND EXTRA EXPENSES:** Any and all payments by Passenger to Company shall be made in a currency acceptable to Company. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to Company) before Passenger's final disembarkation from the Vessel. Any other expenses incurred by Passenger or by Company on behalf of Passenger shall be payable by Passenger on demand.

**LIABILITY LIMITATION FOR LOSS OF LIFE OR BODILY INJURY:** If Passenger is injured, becomes ill, or dies, or Passenger's property is lost or damaged, or Passenger and/or his/her property is delayed, Company will not be liable to Passenger for any damages unless the occurrence was due to the negligence of Company or wilful fault. Company disclaims liability to Passenger under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to Passenger caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Vessel; (ii) the result of Passenger having been at actual risk of physical injury, and such risk was caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Vessel; or (iii) intentionally inflicted by a crewmember or the manager, agent, master, owner or operator of the Vessel. In no event will Company be liable to Passenger for consequential, incidental, exemplary or punitive damages. In addition to all of the restrictions and exemptions from liability provided in this Contract, the liability of Company for the death of or personal injury (including emotional distress or injury) to a Passenger shall in no event exceed the monetary limitations set forth in Article 7 of the Athens Convention. Nothing in this Contract is intended nor shall operate to limit or deprive Company of any such statutory limitation of or exoneration from liability, or

of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability including but not limited to the 1976 Convention.

**FORCE MAJEURE:** Company shall not be liable in any way to Passenger for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for Company's failure to commence, perform and/or complete any duty owed to Passenger if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act-of-God, war or war-like operations, terrorist activities, civil commotions, labor difficulties, whether or not Company is a party thereto, interference by authorities, requisitioning of the Vessel, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Vessel, explosion, breakdown or failure of or damage to the Vessel or its hull, machineries or fittings, weather conditions, high or low water levels, lock malfunction, that may arise or be caused by, riots, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Company.

**CHOICE OF LAW AND FORUM:** This Contract applies to claim suits and litigation of any kind whether against Company in person or the Vessel. This Contract is issued at Vienna / Austria. Subject always to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, the International Convention on Limitation of Liability For Maritime Claims, 1976, the Strasbourg Agreement on Liability Limitations for Inland Shipping of 4 November 1998 and such other international agreements and conventions as may apply, all questions arising on this Contract shall be decided according to the laws of Austria, excluding the rules of conflicts of laws. Where the Athens Convention or any law applies mandatory, venue shall lie before any court sanctioned by that Convention or law. In all other cases, Company and Passenger agree

to submit to the jurisdiction of the Civil Court in Vienna / Austria in any dispute arising out of, or in connection with, this Contract or these Terms and Conditions, the ownership and/or operation of Vessel, to the exclusion of the jurisdiction of the courts of any other country. Passenger hereby waives any venue or other objection that may be available to any such action or proceeding being brought in said court.

**INTERPRETATION:** Should any provisions of this Contract be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from this Contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The heading of this Contract are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice-versa.

**WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED:** ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT. COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

**WRITTEN NOTICES:** Except as otherwise expressly provided in this Contract, all written notice required by this Contract must be mailed, postage prepaid to: Danubia Kreuzfahrten GmbH, Heiligenstädter Strasse 213, Austria- 1190 Vienna, Austria.

ENTIRE AGREEMENT: THE PROVISIONS OF THIS TICKET/ CONTRACT REPRESENT THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN PASSENGER AND COMPANY. PASSENGER'S ACCEPTANCE OF THIS CONTRACT CONSTITUTES PASSENGER'S CONSENT TO THESE PROVISIONS. THESE PROVISIONS SUPERSEDE ANY ORAL OR WRITTEN REPRESENTATIONS. ANY CHANGE IN THESE PROVISIONS MUST BE IN WRITING AND SIGNED BY THE PRESIDENT OF COMPANY AND MAY REQUIRE A COMMENSURATE INCREASE IN FARE.