

## 2021 Jewels of Vietnam & Cambodia Terms & Conditions

Thank you for choosing Brand g for your vacation. 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. Terms and Conditions apply to all vessels under Lotus Cruises operation unless otherwise noted. 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 Lotus Cruises' vessels is provided solely by Lotus Cruises 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, Lotus Cruises' 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. Lotus Cruises reserves 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, Lotus Cruises 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, Lotus Cruises' only liability will be to refund to the guest the amount it has received.

Lotus Cruises makes arrangements for transportation, other than cruise passage, only as a booking agent. Lotus Cruises' responsibility does not extend beyond the vessel. In arranging for the transportation of guests to and from the ship, Lotus Cruises does so with independent contractors. Lotus Cruises 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 on Brand g Vacations' website are effective as of July 6, 2020 and supersede any schedules, prices, and terms and conditions previously published.

All fares including land and hotel are capacity controlled, subject to change at any time 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 Lotus Cruises 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 by Lotus Cruises. Lotus Cruises must be able to reach each passenger's emergency contact at any time of day. Lotus Cruises must, therefore, be provided with all information to allow them 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 passenger will be allowed to embark a Lotus Cruises vessel unless they have received all information.

### Cruise Tariff

2022 cruise fares cover certain shipboard services including: suite accommodations, shore excursions, onboard meals and entertainment, complimentary beverages aboard ship (including select locally produced soda, water, coffee, tea, cocktails and wine, throughout the cruise). All fares are quoted in US dollars, are per guest and based on double occupancy. Not included in your program tariff are: Champagne, and premium 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

To reserve your vacation, a \$850 per person deposit for the main program and \$250 for the Hanoi and Ha Long Bay extension is required at the time of booking. Full payment is due no later than 120 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 120 days prior to sailing. Reservations made within 120 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.

### **Cancellation Charges:**

| Days Before Departure               | Per Person Charge                    |
|-------------------------------------|--------------------------------------|
| Greater than 300 (through 12/16/21) | \$100.00                             |
| 300 - 121 (12/17/21 - 6/14/22)      | \$500.00                             |
| 120 - 91 (6/15 - 7/14/22)           | 50% of the total per person charges  |
| 90 - 0 (7/15 - 10/13/22)            | 100% of the total per person charges |

*Any tickets issued 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.

Lotus Cruises 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 Lotus Cruises or the ship's Captain, is unfit to travel or may require care beyond that which Lotus Cruises is reasonably able to provide.

Brand g Vacations and Lotus Cruises strongly recommends 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. Lotus Cruises and Brand g 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 must be handled in accordance with regulations of our ground 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. Lotus Cruises and Brand g Vacations 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. Lotus Cruises 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. Lotus Cruises shall not be responsible for the loss of, or damage to, such personal items.

### **Lost Property**

Lotus Cruises may levy a charge for the return of personal items left on board 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 Lotus Cruises 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 Vacations or Lotus Cruises 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 and Lotus Cruises do 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**

Lotus Cruises 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.

Lotus Cruises 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. Lotus Cruises 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. Brand g and Lotus Cruises reserve the right to correct any errors or omissions.

This document may contain inadvertent technical or factual inaccuracies and typographical errors. Brand g Vacations 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, subsidiary companies, 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.