

## **2024 Mediterranean Odessey - Venice to Valletta - Brand g Vacations Terms & Conditions**

*Thank you for choosing Brand g for your vacation. The cruise portion of this vacation is provided by Atlas Ocean Voyages. 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 Atlas vessels is provided solely by Atlas 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, Atlas' 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 Atlas 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, Atlas 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, Atlas' only liability will be to refund to the guest the amount it has received.*

*Atlas makes arrangements for transportation, other than cruise passage, only as a booking agent. Atlas' responsibility does not extend beyond the vessel. In arranging for the transportation of guests to and from the ship, Atlas does so with independent contractors. Atlas 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 2022 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**

*2024 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: 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 \$1500 per person deposit is required at the time of booking, a second deposit of \$1,500 is required 10 months prior to departure and 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:

<b>Days Before Departure</b>	<b>Per Person Charges</b>
Greater than 300 days (through 10/18/2023)	\$100
Between 300 – 181 days (10/19/23 - 02/15/24)	\$500
Between 180 – 121 days (02/16/24 - 04/15/24)	\$1,000
120 - 0 days (04/16/24 - 08/14/24)	100% of total per person charges

*Between the period of booking your trip and up to*

120 days before departure, you may cancel with no charge if you transfer your deposit and all funds paid to another trip. Please note that balances may not be converted to future cruise credits and must be linked to another trip.

### **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 Atlas 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, Atlas 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 Atlas 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 Atlas 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. Atlas 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. Atlas 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. Atlas 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 Atlas 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.*

*Atlas 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. Atlas 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.*

## **Atlas Ocean Voyages Passenger Ticket Contract**

CRUISE TICKET CONTRACT TERMS IMPORTANT NOTICE TO PASSENGERS: THIS CRUISE TICKET CONTRACT AFFECTS YOUR LEGAL RIGHTS AND IS BINDING ON YOU. PLEASE READ THE TERMS SET FORTH HEREIN CAREFULLY. IN PARTICULAR THE ATTENTION OF PASSENGERS ARE ESPECIALLY DIRECTED TO SECTIONS 7, 9 AND 15 THROUGH 27, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS TO ASSERT CLAIMS AND BRING LAWSUITS AGAINST THE CARRIER, MYSTIC CRUISES, S.A. (ZONA FRANCA DA MADEIRA) (Mystic Cruises), THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING LIMITATIONS OF LIABILITY AND DAMAGES, TIME LIMITS TO MAKE CLAIMS AND SUE, FORUM SELECTION, WAIVER OF CLASS ACTION RELIEF, ARBITRATION AND WAIVER OF JURY TRIALS FOR CERTAIN CLAIMS AND, WAIVER OF YOUR RIGHT TO ARREST OR ATTACH CARRIER'S SHIPS AND INDEMNIFICATION.

1. **DEFINITIONS.** As used in this Cruise Ticket, "Passenger" means each person purchasing or accepting or using this Cruise Ticket; "Vessel" means the ship named in the Cruise Ticket and any substituted ship and all tenders; "Carrier" means the operator of the Vessel named in the Cruise Ticket; "Cruise" means the voyage that is the subject of this Cruise Ticket, including all related activities whether or not aboard the Vessel.

2. **BINDING CONTRACT.** This Cruise Ticket is a contract between Carrier and the Passenger(s) named on the face of this Cruise Ticket useable only for the voyage and date specified (hereinafter referred to as "Cruise Ticket"). Passenger by accepting this Cruise Ticket and checking in for boarding the Vessel agrees, both on Passenger's individual behalf and on behalf of any person or child travelling with or in the care of Passenger, to be bound by all of its terms, including specifically those regarding Carrier's liability and the provision of personal services, for the Cruise, including but not limited to periods during which the Passenger is traveling to or from the port where the Vessel is located, embarking or disembarking the Vessel, sailing on the Vessel, and engaging in or utilizing any activities, shore excursions and activities, tours, and/or land-based facilities or services related to or offered in connection with the Cruise.

3. **VOYAGE AND FARE.** Upon receipt of the applicable fare for each Passenger, Carrier will provide, subject to all the terms of this Cruise Ticket contract, the transportation specified in the Cruise Ticket, food, accommodations, and all normal shipboard services and facilities while aboard the Vessel. The fare does not include alcoholic beverages or other items or services of a personal nature, taxes, or gratuities, all of which are for the account of the Passenger unless otherwise specified. Unless otherwise provided in their Cruise itinerary, Passengers must pay their own expenses while off the Vessel.

4. NON-TRANSFERABLE. This Cruise Ticket is not transferable. The fare paid shall not be refundable except as and to the extent provided herein or as may be permitted in Carrier's terms and conditions in effect at the time Passenger's first deposit or payment is received by Carrier, and shall be fully earned by the Carrier at the time of payment or, if not previously paid, at embarkation. Carrier shall not be liable to make any refund to Passenger for any Cruise Ticket lost or wholly or partially not used.

5. THIRD-PARTY BENEFICIARIES. Passenger and Carrier agree and intend that certain third-party beneficiaries derive rights and exemptions from liability as a result of this Cruise Ticket. Specifically, all of Carrier's rights, exemptions from liability, defenses and immunities under this Cruise Ticket (including, but not limited to, those described in Sections 15 through 27) will also inure to the benefit of the following persons and entities who shall be considered "Carrier" only for purposes of such rights, exemptions from liability, defenses and immunities: Mystic Cruises, and shall include its subsidiaries, affiliates, employees, agents, the Vessel named on the booking confirmation/statement and/or Cruise Ticket (or any substituted ship), the ship's tenders, the Vessel's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

6. TRAVEL DOCUMENTS AND HEALTH. Passenger assumes all responsibility for and shall have upon embarkation all passports, visas, and other travel documents, including health and vaccination certificates, that are or may be required by governmental or other authorities. At embarkation, Passenger must be fit to undertake the intended Cruise aboard the Vessel and to use the ship's boats or other craft for boarding and going ashore. Passenger may be denied boarding without refund if Passenger does not have proper documentation or, in the opinion of Carrier or Vessel's Captain, is not fit for the Cruise or requires special care, treatment or attention beyond that which Carrier can provide aboard Vessel at time of embarkation.

#### 7. PASSENGER'S RESPONSIBILITY AND OBLIGATIONS.

A. Passenger shall obey all orders of the Vessel's Captain and expedition leaders (which may be communicated by the Vessel's crew), and shall be bound by and comply with the regulations established from time to time by Carrier and on board the Vessel respecting the carriage of Passengers and their property, and for general comfort and safety of those aboard the Vessel.

B. Passenger agrees and hereby consents in the interests of international security and safety at sea to a reasonable search being made of the Passenger's person, baggage and other property, and of any accommodation aboard the Vessel occupied by Passenger at any reasonable time including during the Cruise, and to the removal and confiscation or destruction of any object that may, in the opinion of the Carrier or Vessel's Captain, impair the safety of the Vessel, constitute a violation of law, or inconvenience others aboard the Vessel.

C. Passenger shall indemnify Carrier for all penalties, fines, charges, damages and expenses incurred by or imposed on Carrier or the Vessel on behalf of Passenger or by reason of any act or violation of law by Passenger, including loss or injury to Passenger or others.

D. Passenger shall pay all port charges, health fees, quarantine dues and charges. If Passenger is detained on board Vessel or elsewhere because of quarantine for any reason, including but not limited to, COVID-19, Passenger shall be responsible for and bear all risks and expenses, including shipboard or onshore daily maintenance, thereby incurred.

E. Passenger shall take complete responsibility for the behavior of, and the compliance with the terms of this Cruise Ticket by, any and all minors travelling with or in the care of Passenger, whether or not related to Passenger, and shall indemnify Carrier to the extent provided herein as if the acts of the minor were those of the Passenger.

F. Passengers who have or will enter their twenty-fourth week of pregnancy at the beginning of or at any time during the Cruise agree not to request a booking or present themselves for boarding and will forfeit their Cruise Fare if they board in violation of this policy. Infants must be at least 6 months of age on the day of boarding. Passengers traveling with an infant that does not meet this minimum age requirement will be denied boarding. No refunds or any other compensation shall be due as a result of the denial of boarding due to pregnancy or an underage infant or any accompanying passengers.

## 8. BAGGAGE.

A. Passenger may have carried on the Vessel as baggage such wearing apparel, articles of personal adornment, toilet articles, and similar personal effects as are necessary and appropriate for the wear and use of Passenger on the Cruise. Carrier shall not have any responsibility for any money, jewelry, cameras, binoculars, portable communication or computing equipment, electronics, or other valuables, and any such articles taken aboard the Vessel shall be at Passenger's own risk. Passengers may not take as baggage or otherwise bring aboard the Vessel pets or other animals, firearms, prohibited or controlled substances, inflammable or hazardous items, or any prohibited contraband.

B. Passenger shall distinctly label each piece of baggage with Passenger's name, Vessel, cabin number and date of sailing. Carrier shall not be liable in any capacity whatsoever for loss, damage or delay to any baggage unless so marked and until delivered to and checked by Carrier on the wharf or Vessel. Carrier's responsibility with respect to Passenger's baggage and other property shall terminate on discharge from the Vessel, whether at the final or any intermediate port or place, and each Passenger shall be responsible to ensure his baggage is properly labeled and transferred to and put on any train, ship, aircraft or other means of transport in which they will proceed.

C. Carrier will provide to Passenger upon request a reasonable amount of space in a deposit box or safe on board the Vessel, if so equipped. In consideration of Carrier's furnishing such deposit box or safe without extra cost to Passenger, the limit of Carrier's liability, if any, for loss, damage or delay to the deposit made therein by Passenger shall not be increased by reason of a deposit being made. In the event of declaration of excess value, as herein provided, Carrier may require that property be placed in the custody of the Purser, but without assumption of any increased responsibility on the Carrier's part.

D. Carrier shall have a lien upon Passenger's baggage and other property on the Vessel for all charges and amounts due to Carrier from Passenger pursuant to the terms hereof, and Carrier shall have the right to hold and retain such baggage and property until such charges are paid.

E. Passengers are not liable in respect of baggage or personal effects to pay, or entitled to receive, any general average contribution.

9. LIABILITY LIMITATIONS FOR BAGGAGE AND PROPERTY. IT IS STIPULATED AND AGREED THAT THE TOTAL VALUE OF PASSENGER'S BAGGAGE AND ALL OTHER PROPERTY OTHERWISE TAKEN BY PASSENGER ON THE CRUISE DOES NOT EXCEED U.S. \$500 (FIVE HUNDRED DOLLARS) AND CARRIER'S LIABILITY, IF ANY, IN THE EVENT OF LOSS, DAMAGE OR DELAY TO ANY OF PASSENGER'S BAGGAGE OR OTHER PROPERTY SHALL NOT EXCEED US \$500 (FIVE HUNDRED DOLLARS) UNLESS PASSENGER SHALL, PRIOR TO EMBARKATION, DELIVER TO CARRIER A DECLARATION IN WRITING SPECIFYING A HIGHER VALUE AND PAY THEREWITH TO CARRIER AN ADDITIONAL AMOUNT OF 2.5% ON THE EXCESS OF VALUE THUS SPECIFIED OVER \$500, IN WHICH CASE CARRIER'S LIABILITY SHALL NOT EXCEED SUCH SPECIFIED VALUE. PASSENGERS MAY OBTAIN INSURANCE PROTECTION AGAINST THEFT AND OTHER LOSSES BY MAKING THEIR OWN ARRANGEMENTS FOR SUCH INSURANCE OR BY WRITTEN APPLICATION TO CARRIER.

## 10. DELAYS AND CHANGE OF SCHEDULE.

A. Carrier and Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, embarkation, disembarkation or otherwise, including governmental orders to

quarantine the Vessel or any of its passengers and crew howsoever given by the government of any nation, state, province, county, municipality, or port authority, or any department or agency thereof, or any persons acting or purporting to act with the authority of such government, department or agency, or any committee or person having, under the terms of any insurance which may be on the Vessel, the right or authority to give such orders or directions. Carrier and Vessel also shall have liberty to proceed with or without pilot, tow or be towed, assist vessels and render aid in all situations, put back or into any port and deviate from the direct or customary course, or advertised or intended route, dry dock or go on ways, all for any purpose whatsoever before commencement or at any stage of the Cruise.

B. In the event of any condition, or the happening of any matter, whether existing or anticipated before the commencement of or during the Cruise, which in the sole judgment of Carrier or Vessel's Captain is likely to result in loss, damage or delay to the Vessel or Passengers, or may make it unsafe or imprudent to proceed on or to continue the voyage or to enter or discharge Passengers and/or cargo at one or more of the ports of call or destination, Carrier and Vessel shall have the liberty to omit one or more of the ports of call and/or the port of destination without any liability to Passengers on account thereof, and the Vessel may proceed direct to destination or call at such port or ports as Carrier or Vessel's Captain may deem safe or advisable under the circumstances. Passengers booked for ports omitted from the itinerary will be disembarked, with their baggage (conditions permitting), at the next port called at by the Vessel, subject to the terms, conditions and exceptions as stated herein.

C. Carrier may omit, alter and/or curtail any shore excursion or activity that in the judgment of Carrier or Vessel's Captain is likely to result in loss, damage, injury or delay to the Vessel or Passengers.

#### 11. SUBSTITUTION OR CANCELLATION.

A. Carrier may substitute another Vessel for the Vessel named herein, whether owned by Carrier or not, at the port of embarkment or at any other place. If prevented by any cause whatsoever from sailing or proceeding in the ordinary course, Carrier reserves the right of transferring the Passenger to any other Vessel (whether belonging to Carrier or not) bound for the port of destination or the nearest safe port thereto. The bed, berth or stateroom allocated to Passenger may be changed in the event of a substitution of any Vessel or at the discretion of Carrier at any time without notice. If accommodations are not available at the rate indicated on this Ticket at the time Passenger embarks on the Vessel, Passenger will receive the excess, if any, of the rate already paid or arranged for over the fare charged for the accommodations actually furnished.

B. Carrier may at any time, before or after embarkation of Passengers, and without notice, cancel the Cruise, change the date of sailing, increase the fare as circumstances warrant, rebook Passengers on a similar Cruise, or reschedule the embarkation date. In the event of cancellation, reschedule or other change, Carrier shall be, in its sole discretion, at liberty by notice to Passenger and without further liability, to (i) terminate this Passage Contract, and (ii) upon such notice being given and in accordance with applicable law, issue a credit to Passenger in the amount paid for the Cruise or refund to Passenger all sums paid hereunder; *provided, however,* that in the event Carrier cancels a Cruise, rebooks Passenger on a similar Cruise, or reschedules the departure to another vessel and embarkation date due to a force majeure ("Force Majeure"), which shall include, but not be limited to, an act of God, perils of the sea, heavy weather covering the Cruise route or ports, natural disaster, epidemic, pandemic, confirmed outbreaks of diseases including, but not limited to, a coronavirus, including but not limited to, COVID-19, avian influenza (H5N1, "bird flu"), swine flu, Ebola, West Nile, or Zika, government issued travel restriction or advisory impacting any portion of the voyage, including but not limited to, testing and/or quarantine requirements, war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, embargoes, or any other reason beyond the control of Carrier that should render sailing inadvisable or dangerous to life/health of the passengers or the Vessel in Carrier's sole discretion, Carrier shall not be obligated to issue any refunds. In the event Carrier cancels a trip in progress, except in the case of a Force Majeure, Carrier shall provide Passenger a prorated refund based on the number of days not completed on the expedition. In the event of postponement, Carrier shall not be required to provide meals on board and may require Passengers to disembark. In the event of an increase in the fare, Passenger may cancel without charge upon written notice to the Company within 72 hours of receipt of notice of such increase, but not later than embarkation.

## 12. DISABILITY OF PASSENGER.

A. If in the judgment of Carrier or Vessel's Captain any Passenger may be excluded from landing at any destination by governmental authorities, or may endanger the health, safety or comfort of such Passenger or others by reason of any exposure to bacteria, viruses or other contagion and any illness or condition of such Passenger. If Passenger fails or refuses to observe or comply with any such orders or regulations that are or may be established on board the Vessel for the general comfort or safety of Passengers and crew, Carrier shall have the right to refuse to transport Passenger, or may land or eject Passenger at any port of call, at Passenger's own expense, or may require Passenger to submit to such restrictions on board the Vessel as in the opinion of Vessel's Captain or other officer in charge may be necessary for the safety or comfort of Passenger or others on board. The Captain or such other officer shall be the sole judge of such matter, and Passenger agrees to accept such judgment as final, and neither Carrier nor the Vessel's Captain nor such officer shall be liable for mistakes in judgment exercised in good faith. If Passenger is refused passage or leaves the Vessel for any such reason, Carrier shall not be required to refund any portion of the fare paid and shall not be responsible for any of Passenger's costs. The acceptance of Passenger at embarkation shall not constitute a waiver of any right permitted herein for Carrier or the Vessel's Captain to take action thereafter with respect to any condition or conduct of Passenger. All Passengers are subject to medical examination if required by Carrier.

B. In the event a Passenger fails to board the Vessel prior to the time of its scheduled (or otherwise fixed) sailing from any of the ports visited, the Vessel may, at Carrier's option, sail without the Passenger, whereupon all liability and responsibility of Carrier with respect to such Passenger shall terminate, except to discharge Passenger's baggage and other effects, if any, at the destination named in this Cruise Ticket, subject to the terms, conditions and exceptions stated herein. If Passenger shall establish the failure to board the Vessel reasonably was due to fault on the part of Carrier, then Carrier shall be responsible for the expense of forwarding the Passenger to the destination named in this Cruise Ticket (or to the Vessel, at Carrier's option), but shall not be in any respect otherwise liable. No persons are authorized to inform Passengers of the times of sailing from ports except the Vessel's officers, and the expedition leader.

13. PHOTO/VIDEO RELEASE AND ASSIGNMENT. Passenger acknowledges that as a normal part of its business, Carrier produces photographic and video recordings of its voyages which are made available to passengers and also may be used by Carrier in advertising and promoting its products. Passenger hereby consents to the making of photographic and video recordings ("images") including Passenger's appearance and voice, while Passenger is engaged in the Cruise, and grants to Carrier the right to use such images and any copies or derivative works therefrom in any manner for promotional and other commercial purposes, in any medium. Passenger releases and assigns to Carrier any right or interest Passenger may have in images including Passenger's appearance and/or voice taken by employees, agents or contractors of Carrier, and waives any rights of any kind in or over such images including rights of (A) compensation, (B) publicity, privacy or copyright, or (C) review, inspection or approval.

14. INDEPENDENT CONTRACTORS. Tours, shore excursions and activities, landbased travel and activities, charter air travel, hotels, restaurants, bus and other transportation, and medical testing services not aboard the Vessel are not under the control of Carrier, and Carrier shall have no responsibility or obligation other than (if undertaken) as agent for Passenger in engaging or contracting for the provision of such services, subject to the terms of those who actually undertake performance of the service, and whether or not the cost thereof is included in the fare for the Cruise. If the Vessel carries a physician, nurse, hairdresser, massage therapist, or any other person customarily providing personal service for a fee, or if Carrier arranges emergency medical care or transportation for Passenger's behalf, that is done solely for the convenience of Passengers and any such person or entity in dealing with a Passenger shall not be considered in any respect as the employee or agent of Carrier, but as an independent contractor. Carrier shall not be liable for any act or omission of such persons or entities, or those under their orders or assisting with respect to medical testing, diagnosis, treatment, supplies, advice or care of any kind given to any Passenger. The cost or charge for any service provided by any such independent contractor for or on behalf of a Passenger shall be the sole responsibility of the Passenger, and Carrier shall not be liable in any way whatsoever in any such arrangement.

15. GENERAL LIMITATION OF LIABILITY. Carrier and Vessel are not responsible for, and shall not be liable in any manner to Passenger, for any loss, injury, illness, or death to Passenger or any property (whether



such property be in the custody of Carrier or otherwise): (A) whenever occurring if caused by or arising from any Act of God, civil commotion or disturbance, labor action, Acts of State or restraint or requisition, fire, robbery, theft, pilferage (whether on board or on shore or whether or not by a person in the employment of Carrier), perils of the sea, errors in navigation, collision, inability to secure or failure of supplies, or any other cause beyond Carrier's reasonable control or actions of any person not shown to have been caused by Carrier's negligence; (B) occurring or sustained after disembarkation from the Vessel or prior to embarkation upon the Vessel, provided, however, that in case the Vessel's boats are used as tenders Carrier's responsibility (subject always to the terms of this Cruise Ticket) shall be in effect while Passengers are on board said boats; (C) attributable to any cancellation, prevention, change or delay of sailing, or detention during the Cruise caused by accident or otherwise, or for any loss of time, hotel or board bills, travel expenses or other costs incurred in connection therewith; or (D) that arises from or is proximately caused by a pre-existing exposure to a virus or other pathogen, illness or condition. In addition, neither Carrier nor Vessel shall be liable for infliction of emotional distress, mental suffering or psychological injury, whether or not involving negligence or willful fault. Thus, the Carrier disclaims all liability to Passenger 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 Passenger's physical injury or as the result of Passenger having been at actual risk of immediate physical injury proximately caused by Carrier's negligence or intentionally inflicted by the Carrier. Any change in the relationship among parties that constitute the "Carrier's Affiliates" as defined in Clause 28 shall not be grounds for cancellation by or refunds to Passengers. Nothing in this contract shall be construed as depriving Carrier of the benefit of any statute providing for limitation of or exoneration from liability, nor of any liberty, right or remedy, to which it would otherwise be entitled. PASSENGER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IN NO EVENT SHALL MYSTIC CRUISES, ITS PARENT, SUBSIDIARIES, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OFFICERS, DIRECTORS, SUCCESSORS, REPRESENTATIVES, AGENTS AND ASSIGNS BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. COVID-19 DISCLAIMER. Passenger understands and acknowledges that there is a risk of being exposed to bacteria, viruses and other contagion, including the coronavirus that causes COVID-19, and of contracting an illness or disease, including COVID-19, as a result of such exposure despite screening and testing and other steps taken by the Carrier and Passenger in response to these risks. Passenger also acknowledges that in the event any passenger, crew, staff or others on the Vessel were to test positive for COVID-19 and/or develop symptoms consistent with COVID-19, governmental authorities may require a 14-day or longer quarantine of all individuals on the Vessel either on the Vessel or elsewhere. Passenger hereby waives and releases Carrier from any and all claims, demands, and damages arising from or relating to any exposure to the coronavirus and/or the contraction of any illness or disease as a result of any such exposure, including but not limited to COVID-19, by Passenger or any other person, including claims and damages due or allegedly due to inaccurate test results (including possible false negative test results) and/or the negligence of any Independent Contractor providing any medical screening or testing services, laboratory services, medical evaluation, diagnosis, treatment, advice, and/or recommendations, or any supplies and services for sanitation purposes.

17. The Carrier and Passenger hereby agree that there is no warranty, whether express or implied, as to the fitness, seaworthiness, or the condition of the Vessel, or with respect to the condition of any person on board the vessel or on the land or in ports, or of any food, drink, medicine, medical test or equipment, or provision encountered, supplied or utilized during or in connection with the Cruise whether or not on board the Vessel. ALL WARRANTIES INCLUDING WARRANTY OF FITNESS FOR USE AND OF MERCHANTABILITY ARE EXPRESSLY EXCLUDED. CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

18. The Passenger acknowledges that the Carrier is not an insurer of his or her safety during the Cruise, including but not limited to embarking or disembarking the Vessel, during the Cruise, pre-Cruise travel and check-ins, or any shore excursions or activities.

19. **RELEASE AND ASSUMPTION OF RISK.** Passenger acknowledges that there are certain unavoidable risks to Passenger and property associated with expedition travel, including, among others, traveling with other people, collisions of ships or other vehicles, illnesses caused by consumption of food and beverages, illness or disease caused by exposure to bacteria, pathogens, and viruses, including the coronavirus that causes COVID-19, slip and fall due to the motion of the sea or other causes, civil unrest or terrorism, forces of nature such as weather and the unpredictable behavior of animals in the wild, breakdown of equipment, and overexertion. Passenger understands and acknowledges that full medical facilities are not available aboard ship nor, in many cases, in the Vessel's ports of call, to deal with medical emergencies that may arise. Passenger understands that the pricing of this Cruise Ticket is based upon the assumption of these risks by Passenger. Therefore, Passenger hereby releases the Carrier, the Vessel from any liability for personal injuries, illness or death, or loss of or damage to property, occurring during or as a result of the Cruise, including on board ship, on land, on zodiacs or other craft or in transit, except as a direct result of the negligence of Carrier (and then subject to all the other provisions of this Cruise Ticket). Passenger further agrees that Passenger will participate in special activities which may include, but are not limited to, snorkeling, scuba diving, kayaking or biking only to the extent of Passenger's physical ability and qualification by experience, and agrees to assume all the risks of such activities, whether known or unknown, as well as all risks arising out of Passenger's personal medical condition prior to the Cruise, whether or not disclosed to the Carrier, and whether or not asymptomatic prior to the Cruise.

20. **TIME LIMIT FOR CLAIMS.** No claim for loss, emotional or physical injury, illness, or death shall be enforceable against Carrier or Vessel unless notice thereof in writing with full particulars of the claim be delivered to Carrier within 185 days (30 days for claims relating to baggage or other loss), and unless suit is commenced within one year (six months for claims relating to baggage or other loss), after the day of such loss, injury or death, but provided that whenever Passenger's baggage or other property is inspected by Customs Authorities at the port of debarkation, notice of any loss or damage thereto must be given in writing to Carrier or its agent before removal of such baggage or other property from the place of Customs inspection. If written notice of a claim is not given and suit not commenced within the time limits provided herein (which provisions are not subject to waiver or extension by any employee or agent of Carrier) all suits and actions thereon no matter by whom instituted shall be barred. In any case where the periods fixed in this Cruise Ticket for the filing of claims and/or the institution of suits are less than allowed in any statute relating to the carriage of Passengers or their baggage by sea, then this clause shall be construed and take effect as though the periods fixed for the filing of claims and/or the institution of suits were the periods referred to in such statute.

21. **DATA PROTECTION.** For the purposes of this Contract, the terms "personal data" and "processing", as well as any other related terms and expressions, must be interpreted in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data as complemented by national or European legislation, interpretations and guidelines issued by European and national authorities, as well as by any case law relevant (collectively referred to as "GDPR").

Within the scope and exclusively for the performance of this Contract, there will be the processing personal data of the crew and passengers, such as name, address, nationality, gender, date of birth, phone number, identity document's number, diet, medical treatments, reduced mobility, allergies, medical prescriptions, booking details such as cruise's identification, cabin's number, arrival and departure date, flight details, rates.

Without prejudice to the other obligations under this Contract, The Parties undertakes to strictly comply with the provisions of the applicable legislation regarding the processing of personal data, including without limitation:

- a) Ensure that persons authorized to process personal data have enter confidentiality commitment or are subject to appropriate legal obligations of confidentiality;

- b) not copy, reproduce, adapt, modify, alter, delete, destroy, spread, communicate, disclosure or in any other way make available to third parties the personal data to which it has access, without prior written instructions;
- c) assist the other to provide personal data subjects with information about their personal data and, in general, to provide the exercise of the rights of the data subject, as well as all the necessary information to demonstrate the compliance of the processing with this Contract and with the Personal Data Protection regime;
- d) implement necessary technical and organizational measures to protect the personal data, in such a manner that processing will meet the requirements of this Regulation and ensure the protection of the rights of the data subject, against its destruction or loss, accidental or unlawful, alteration, unauthorized access or disclosure, as well as against any other form of unlawful processing of the same personal data.
- e) assist the other, taking into account the nature of the processing and the information at its disposal, in order to ensure the obligations related to the notification of violations of personal data, and shall inform immediately (and in any case, never exceeding 48 hours) of any personal data breach that occurs with an impact on personal data, providing full cooperation when adopting measures to respond to the incident, investigating it and preparing the notifications that appear necessary under the law;
- f) Inform the other, in any circumstance within 2 (two) business days of any inquiry or complaint from any supervisory authority, ensuring its cooperation with such authority.

Each of the Parties is liable towards the other for any damages, including costs, losses, or expenses, that may be incurred and caused by its employees, service providers or sub-processors, which are in breach of the data protection obligations or in GDPR.

Neither Party shall engage another entity for the processing of personal data resulting from this Contract, without prior specific or general written authorization of the other Party.

Each of the Parties undertakes to inform other Party of any changes, thereby giving the other the opportunity to object in writing to such changes.

If the data processing takes place outside the European Union/European Economic Area, before the start of such processing, the requirements regarding international data transfers provided for in the GDPR must be observed.

22. JURISDICTION AND FORUM. Any and all disputes, claims, or controversies whatsoever, other than for emotional or physical injury, illness or death of a Passenger, whether based on contract, tort, statutory, regulatory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer protection or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Cruise Ticket or Cruise, no matter how described, pleaded or styled, between the Passenger and Carrier, shall be referred to and resolved exclusively by Portuguese Courts to the exclusion of any other. Passenger hereby consents to jurisdiction and waives any venue or other Courts of Law. In any event, no claim described in this Section may be brought against Carrier unless written notice giving full particulars of the claim is delivered to the Carrier within thirty (30) days of termination of the Cruise and legal action on such claim is commenced within six (6) months from the date the claim arose, notwithstanding any provision of law of any state or country to the contrary.

23. GOVERNING LAW FOR CLAIMS. Any dispute, claim or cause of action arising under, in connection with or otherwise incident to this Cruise Ticket or the Cruise that is the subject hereof, whether sounding in contract, tort, negligence or otherwise, shall be subject to Portuguese Law, without regard to choice of law rules

and principles, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

24. WAIVER OF IN REM AND QUASI IN REM PROCEEDINGS. IN THE EVENT OF A MARITIME TORT, PASSENGER MAY HAVE THE RIGHT TO PROCEED IN REM TO ARREST THE VESSEL OR ITS APPURTENANCES FOR PURPOSES OF SECURITY OR PROCEED QUASI IN REM TO ATTACH ANY OF THE CARRIER'S VESSELS TO ESTABLISH JURISDICTION. PASSENGER HEREBY WAIVES ANY RIGHT TO AN IN REM OR QUASI IN REM PROCEEDING TO ARREST OR ATTACH ANY OF CARRIER'S VESSELS FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION, AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

25. LIMITATIONS OF LIABILITY FOR INTERNATIONAL EU CRUISES. On international cruises which neither embark, disembark nor call at any U.S. port and where the Passenger commences the Cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to 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") (approximately U.S. \$550,000, 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. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs (approximately U.S. \$345,000, 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 unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Carrier's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per passenger or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For more information on the EU Regulation 392/2009, please see the Official Journal of the European Union EU Regulation 392/2009 PDF <https://eurlex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32009R0392&from=EN>. In addition, Passengers 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, please visit <https://www.expeditions.com/liability-limitations/>.

26. INDEMNIFICATION. Passenger agrees to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by Passenger or imposed upon Carrier as a result of any act, omission or violation of law or this Cruise Ticket by Passenger or any minor or other in Passenger's care.

27. BENEFIT OF TERMS. All rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Cruise Ticket as applicable to Carrier shall in all respects inure also for the benefit of the Vessel and its crew, as well as the Carrier's and the Vessel's respective owners, operators, managers, licensors, charterers, agents, and all affiliated and associated companies, sales representatives and employees of all such companies and individuals (collectively, "Carrier's Affiliates"), and all contractors of Carrier or Carrier's Affiliates acting in the course of or in connection with their respective engagements. For the purposes of the Contract contained in this clause, Carrier is or shall be deemed to be acting on behalf and for the benefit of 11 all such persons and entities, who shall to this extent be or be deemed to be parties to the contract contained in or evidenced by this Cruise Ticket.

28. ENTIRE CONTRACT. The provisions of this Cruise Ticket along with the Terms & Conditions issued upon booking, which are incorporated herein by reference as if fully set forth, represent the entire Contract and binding contract between Passenger and Carrier. This Cruise Ticket may be amended only by a writing signed by Passenger and Carrier, and no representations or conditions contained in Carrier's advertisements, notices, pamphlets, booklets or other literature, or made by any of Carrier's employees or Agents shall in any way

affect or modify Carrier's liability. If any term or provision of this Cruise Ticket is invalid or unenforceable, the remaining terms and provisions of this Cruise Ticket shall remain in full force and effect. The captions to the various provisions hereof are for convenience only, and shall not be interpreted to restrict or limit any such provision.