

TICKET CONTRACT

IMPORTANT NOTICE TO GUESTS

THIS TICKET CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN YOU, INDIVIDUALS IN YOUR BOOKED PARTY AND CARRIER (AS DEFINED BELOW) AND CONTAINS IMPORTANT LIMITATIONS ON YOUR RIGHTS.

PLEASE READ CAREFULLY ALL THE TERMS & CONDITIONS OF THIS AGREEMENT PAYING PARTICULAR ATTENTION TO SECTIONS 33- 40 WHICH LIMIT CARRIER'S LIABILITY AND YOUR RIGHT TO SUE.

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1. INTRODUCTION:

The provisions of this Ticket Contract (also referred to as “**Contract**” or “**Ticket**” or “**Ticket Contract**”) represent the entire agreement between You (hereinafter referred to as “**You**” or “**Guest(s)**”) and Carrier. Guest’s acceptance and/or use of the Ticket Contract constitutes Guest’s consent on their behalf and on behalf of all other persons traveling under this Ticket Contract to be bound by the terms and conditions contained herein. The provisions contained herein supersede any oral or written representations or agreements relating to the subject matter of this Ticket Contract. In the event of any conflict between published information available on Carrier’s website or otherwise and this Ticket Contract, the terms of this Ticket Contract shall prevail.

2. DEFINITIONS:

A) The term “**Vessel**” (also known as “**Ship**”) includes the vessel named in the Ticket or any vessel substituted for the one named in the Ticket, and its tenders, rigid inflatable boats, marina equipment, or any other means of conveyance owned, operated, or managed by Carrier in whole or in part.

B) The term “**Carrier**” includes the Vessel, **Cruise Yacht OpCo Ltd** or **Next-Gen Cruises Ltd**, both doing business as **The Ritz-Carlton Yacht Collection**, and its or their owners, charterer(s), parents, subsidiaries, affiliates, principals, agents, shareholders, investors, board members, officers, directors, licensors, joint venturers and all employees, officers, crew members, pilots, and agents of such individuals, companies, and entities. Carrier may also be referred to as “**Operator**” or “**We**”. Cruise Yacht OpCo Ltd and Next-Gen Cruises Ltd, both doing business as The Ritz-Carlton Yacht Collection operate under a license from The Ritz-Carlton Hotel Company, L.L.C. (“**The Ritz-Carlton**”) and are not an affiliate of or related to The Ritz-Carlton or its affiliates.

C) The term “**Carrier Entities**” means Carrier and Luxury Hotels Limited and Carrier Entities’ Affiliates and their respective employees and agents.

D) The term “**Carrier Entities’ Affiliates**” includes any other company or entity that is in any way related to Carrier or Luxury Hotels Limited in any manner, including but not limited to Carrier’s parent company, the Luxury Hotels Limited’s parent company, and their respective affiliates, officers, directors, agents, and employees of each or any of the foregoing.

E) The term “**Luxury Hotels Limited**” means Luxury Hotels Management (BVI) Limited, which is the entity that provides oversight and guidance in connection with certain hotel-related functions on the Vessel. Luxury Hotels Limited is an affiliate of The Ritz-Carlton.

F) The term “**Carrier’s Suppliers**” includes suppliers of goods and services, and includes but is not limited to, caterers, concessionaires, physicians and medical personnel, all shore excursion and/or tour operators, independent contractors, as well as designers, installers, and manufacturers of the Vessel or any component parts or tenders thereof, and all of their respective agents, servants and employees.

G) The term “**Guest**” or “**Guests**” refers to a passenger on the Vessel and includes every person named on the face of the Ticket. Guest may also be referred to as “**You**”.

H) The term “**Cruise**” means the specific cruise covered by this Ticket Contract, as the same may be modified and shall include those periods during which the Guest is

embarking or disembarking the Vessel and those periods when the Guest is on land while the Vessel is in port.

I) The term “**Cruise Fare**” means the amount paid for the Ticket as further described in Section 5 below. The Cruise Fare is deemed to be earned when paid and non-refundable unless otherwise expressly stated in the cancellation provisions in this Ticket Contract.

J) The term “**Property**” means such belongings, effects, and possessions, including Baggage, which Guest may bring aboard the Vessel and/or which is acquired during the Cruise, irrespective of whether the property is placed in Guest's suite or worn by Guest, or stored in the Vessel's baggage room, holds, or safes at the request of Guest. Property includes, but is not limited to, money, gold, jewelry, watches, precious stones and metals, securities, financial instruments, tickets, works of art, electronics, computers, digital or flash drive computer equipment, cellular telephones, camera/video/audio equipment or supplies, CDs, binoculars, dental hardware, eyewear, hearing aids, medications, medical equipment, wine and/or other valuables.

K) The term “**Baggage**” includes but is not limited to, the luggage, bag(s) or suitcase(s) in or by which Guest transports that Property not worn or carried by Guest on to and off of the Vessel.

L) The “**Travel Protection Program**” is an optional travel insurance plan offered by Carrier to United States residents, which is available for purchase from the time of booking up and until final payment. The Travel Protection Program becomes effective when Carrier receives full payment of the cost of the plan, in addition to any required Cruise Fare deposits or payments due, depending on when the Travel Protection Program is purchased by Guest.

M) The term “**Travel Documents**” means a valid passport, all visas and other travel documents required for embarkation and disembarkation and for all ports of call. Travel Documents are the sole responsibility of Guest to obtain and produce.

N) The term “**Spa**” means the area designated as the Ritz-Carlton Spa within the Vessel.

O) The term “**Wellness Program**” means the fitness center, fitness programs and offerings, wellness programs and offerings, and includes the Spa, its offerings and services.

P) “**Shore Excursions**” and “**Shore Experiences**” may include purchased shore tours and activities that take place while in port. These terms are used interchangeably and are subject to change or cancellation without prior notice.

Q) “**Sailing Date**” means the first day of the Cruise beginning at embarkation.

R) “**Embarkation Day**” means the first day of a Cruise, when Guests arrive at the cruise terminal to board the Vessel.

S) “**Disembarkation Day**” is the day when Cruise Guests leave the Ship and end their Cruise.

T) The term “**Specially Ticketed Events**” refers to the once-in-a-lifetime events offered by Carrier for an additional price, on a first-come-first-serve basis. The Specially Ticketed Events may include purchased tickets/issued tickets to participate in exclusive on board and ashore events. The name of these events may change at Carrier's discretion with or without notice.

U) “**Shipping Incident**” means a shipwreck, capsizing, collision or stranding of the Vessel, explosion or fire in the Vessel, or a defect in the Vessel, which shall mean any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the Vessel or its equipment when used for the escape, evacuation, embarkation and disembarkation of Guests, or when used for the propulsion, steering,

safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances.

V) “**Master**” means the Captain of the Vessel or any person who acts under his/her authority.

W) The term “**Guest Confirmation/Booking Confirmation**” refers to the document provided to the Guest as described in Section 5, after Carrier has received the deposit. The Guest Confirmation/Booking Confirmation are hereby fully incorporated by reference into this Ticket Contract.

X) The term “**Package Travel Regulations, 2018, As Amended**” refers to the Legal Notice 94 of 2018 titled “**Package Travel and Linked Travel Arrangements Regulations, 2018**” issued under the Malta Travel and Tourism Services Act, Chap. 409 of the Laws of Malta and implementing Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (ED) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

Y) “**Cabotage**” refers to the carriage of passengers within a country by a foreign-based Vessel. Foreign Vessels are generally forbidden to carry a country’s nationals within its borders.

3. GUESTS OBLIGATIONS /NON-TRANSFERABILITY/BINDING EFFECT; KNOWING ACCEPTANCE OF THE RISKS:

Guests must comply with all pre-embarkation, on board and shore excursion rules and policies including, but not limited to, all environmental and public health policies and procedures, and as well as Carrier’s health protocols.

In addition to any Guest obligations set forth in this Ticket Contract, Guests are required to complete a “**Guest Information Form**” prior to the Sailing Date. Guests may not be permitted to board the Vessel or embark on the cruise or may be asked to disembark after boarding if complete information has not been provided. Carrier shall have no liability for any refund, payment, compensation, or credit of any kind if a Guest is disembarked or denied boarding due to an incomplete Guest Information Form. Included in the Guest Information Form is a request for contact information of family members or others in the event of an emergency as Carrier must be able to reach each Guest’s emergency contact at any time of day. Neither Carrier Entities nor the Carrier Entities’ Affiliates, shall be liable for any damages, losses, costs, expenses, or other claims, including without limitation claims for emotional distress, in the event Carrier is unable to reach an emergency contact for any reason, including the Guest’s failure to provide accurate contact information throughout the cruise.

EU Citizens: For Cruises Embarking/Disembarking from a European Member State: The Ticket is valid only for the Guest or Guests named on the Guest Confirmation for the date specified (the “**Sailing Date**”) and Vessel indicated. It may not be sold. Notwithstanding anything to the contrary, it may not be assigned or transferred unless reasonable notice is given by Guest to Carrier of no less than seven (7) days before the Sailing Date in accordance with the Package Travel Regulations, 2018, As Amended. The Terms and Conditions of the Ticket Contract are binding on, and confer benefits to, the Guest, the Guest’s spouse, heirs, executors, administrators, personal representatives, dependents and next of kin. The Guest represents and warrants that he or she is duly authorized by and on behalf of all Guests (including accompanying minors) named on the Guest

Confirmation to agree to all the terms and conditions of the Ticket Contract and to bind all such Guests to such terms and conditions.

For All Other Cruises: The Ticket is valid only for Guest or Guests named on the Guest Confirmation for the date specified (the “**Sailing Date**”) and Vessel indicated. Only the Guest or Guests named on the Ticket will be allowed to embark on the cruise. The Ticket may not be sold, assigned, or transferred. The Terms and Conditions of this Ticket Contract are binding on, and confer benefits to, Guest, Guest’s spouse, heirs, executors, administrators, personal representatives, dependents and next of kin. Guest represents and warrants that they are duly authorized by, and on behalf of, all Guests (including accompanying minors) named on the Ticket to agree to all of the terms and conditions of the Contract and to bind all such Guests to such terms and conditions.

4. NAME CHANGES:

Any substitution of booked guests requires Carrier’s prior written approval and may not always be possible. A substitution of a booked guest is the cancellation of one guest and the addition of a new guest on a booking. If permitted, guests shall be permitted to change the name of one guest only between 180 and 45 days of the Sailing Date with only an administrative fee of €250 EUR or £200 GBP or \$250 USD or \$380 AUD applied. Inside of forty-five (45) days of the Sailing Date any substitution of a guest on the booking will be considered a full suite cancellation and applicable cancellation fees will be assessed to the original guests and the new guests will be subject to prevailing Cruise Fare.

5. CRUISE FARE:

Cruise Fare includes suite accommodations, on board meals and entertainment, non-alcoholic beverages, wines, and liquors selected by Carrier, standard Wi-Fi, and on board gratuities. Cruise Fare does not include air fare, transfers, hotel accommodations, enhanced Wi-Fi, meals in specialty restaurants, baggage handling and storage charges, credit card fees, surcharges*, fees or charges imposed by governmental or quasi-governmental authorities, shore excursions, sightseeing, on board or on shore purchases, or meals ashore, private reserve list purchases, caviar, visa fees, laundry or dry cleaning, applicable corkage fees or any item or service whatsoever of a personal nature, such as boutique purchases, medical charges incurred on board or ashore in connection with medical treatment, medical conditions, or medical disembarkation, spa services, salon services, for all of which separate charges may be imposed.

*Under normal conditions the cruise fare is guaranteed at the time of booking. However, the fare paid is determined far in advance of the initial departure based on then-existing projections of fuel and other costs. Surcharges may be imposed in the event of any significant change in costs beyond Carrier’s control, including but not limited, increases in the price of fuel, currency fluctuations, increases in government taxes or levies or increased security costs. Carrier has the right to refuse to transport Guests unless the additional surcharge is paid in advance of initial departure.

6. CANCELLATIONS BY GUESTS:

Guest is not entitled to any refund, payment, compensation of any kind or credit for cancellation except as provided in this section or as otherwise provided by law. Cancellation penalties will apply when the entire Cruise booking is cancelled and applies

to all travel products and /or services purchased, including Cruise, airfare, and land arrangements. Cancellation charges are imposed regardless of resale of the Cruise, hotel, or air components.

Guest hereby agrees that losses sustained by Carrier in the event of a cancellation would be very difficult or impossible to quantify, and that the fees set forth below represent a fair and reasonable assessment as liquidated damages. Cancellations may be made by telephone or in writing. Requests by Guest to change to their Sailing Date will be treated as a cancellation. For cancellations, any amounts paid by Guest less applicable cancellation fees will be refunded as set forth herein. No refunds will be made in the event of cancellation or curtailment by Guest after the Sailing Date. All refunds will be made to the individual or entity who made the payments being refunded. Refunds will be made in the same form of payment in which payment was originally received. Carrier Entities are not responsible to Guest for the receipt of monies refunded by Carrier directly to travel professionals. All Tickets and any airline tickets issued by Carrier must be returned by Guest before refunds will be processed. Carrier Entities will not be responsible in the event that travel professionals charge an agency cancellation fee. Carrier reserves the right to restrict changes to a booking once a deposit has been received. All requested changes are at Carrier’s sole discretion and subject to availability.

CRUISE CANCELLATIONS:

Cruise cancellation requests received within 365 days of the Sailing Date will be subject to the following cancellation fees:

	a cancellation fee equal to 10% of the Cruise Fare broken-down as set forth below:
365 to 181 prior to Sailing Date	5% Non-Refundable 5% Future Cruise Credit (valid for 12 months)
180 to 121 days prior to Sailing Date	a cancellation fee equal to 25% of the Cruise Fare
120 to 61 days prior to Sailing Date	a cancellation fee equal to 50% of the Cruise Fare
60 or less prior to Sailing Date	a cancellation fee equal to 100% of the Cruise Fare

If a cancellation request is received more than 365 days prior to the Sailing Date, and a deposit has already been paid on the booking, Guest will receive a full refund of the Cruise Fare less an administrative fee of €250EUR or £200GBP or \$250USD or \$380 AUD (or equivalents at time of purchase) per person (the “Administrative Fee”). The Administrative Fee is non-refundable but may be applied towards a new booking made within twelve (12) months of the cancellation date. The Administrative Fee may only be applied to one (1) new booking. The Administrative Fee will be forfeited if not applied to a new booking within twelve (12) months of the cancellation date or if the new booking is subsequently cancelled. All refunds will be made to the individual or entity who made the payments being refunded. Refunds will be made in the same form of payment in which payment was originally received. Guest requested downgrades of suite categories will be treated as a cancellation subject to the cancellation fees as set forth above and at Carrier’s discretion

and based on availability. For example, if Guest originally booked a Signature suite for \$18,200USD or €16,600EUR or £14,600GBP or \$27,576AUD (or the current equivalents) but then requested a downgrade to a Terrace suite priced at \$11,800USD or €10,800EUR or £9,600GBP or \$17,879AUD within ninety (90) days of the Sailing Date, the cancellation fee is 50% of the total Cruise Fare of \$9,100USD or €8,300EUR or £7,300 GBP or \$13,788AUD is applied. The remaining balance will then need to be paid.

Changes to a booking after the deposit and/or full payment has been received, and prior to the issuance of travel documents, may also result in an assessment of administrative fees and service charges which are beyond the control of Carrier. Administrative fees and service charges may vary based on the type of change made to Guest's cruise and/or tour package, itinerary, hotel, land, or air arrangements. Guest will be responsible for any additional costs which are incurred as a result of requested changes. Any changes to a reservation that result in imposition of airline or other cancellation fees are the responsibility of Guest. No refund, payment, compensation, or credit of any kind will be made for lost tickets, unused or partially used portions of the cruise, air, or land programs, including Shore Experiences, except as specifically outlined in this Contract or other applicable terms and conditions.

For the most current Special Offers, please go to: <https://www.ritzcarltonyachtcollection.com/specialoffers>.

AIR CANCELLATIONS:

Once issued, air tickets are subject to all applicable airline charges and fees for changes. Any change made within sixty (60) days of the Sailing Date will be subject to a non-refundable, non-transferable air administrative fee of €150EUR or £100GBP or \$150USD or €230AUD per person (the "Air Administrative Fee").

PRE- & POST-HOTEL PROGRAMS CANCELLATIONS:

For hotel bookings made via Marriott STARS, please see Marriott's terms and conditions. Pre- & Post-Hotel Programs cancellation requests received within 120 days of the Sailing Date will be subject to the following cancellation fees:

120 to 91 days prior to Sailing Date	25% cancellation fee equal to 25% of the total hotel cost
90 to 61 days prior to Sailing Date	50% cancellation fee equal to 50% of the total hotel cost
60 days or less prior to Sailing Date	100% cancellation fee equal to 100% of the total hotel cost

If a hotel cancellation request is received more than 120 days prior to the Sailing Date and a deposit has already been paid on the booking Guest will receive a full refund.

PRE- & POST-TRANSFERS CANCELLATIONS:

Pre- & Post-Transfers cancellation requests received within fifteen (15) days of the Sailing Date will be subject to the following cancellation fees:

14 to 7 days prior to Sailing Date	50% cancellation fee equal to 50% of the total transfer cost
6 days or less prior to Sailing Date	100% cancellation fee equal to 100% of the total transfer cost

If a transfer cancellation request is received more than fourteen (14) days prior to the Sailing Date and a deposit has already been paid on the booking Guest will receive a full refund.

SHORE EXCURSIONS/EXPERIENCES CANCELLATIONS:

Depending on the category of the Excursion, a different Cancellation Fee will apply:

FOR SELECT GROUP EXCURSIONS:

Unless otherwise noted within the cancellation terms provided at the time of booking within Guest's on-line portal, My Yacht Account, cancellation requests must be received at least 48 hours prior to the scheduled tour departure to avoid cancellation fees.

FOR PRE-DESIGNED PRIVATE EXCURSIONS:

This excursion requires full payment upon booking. Cancellation requests will result in a 100% cancellation fee.

FOR CUSTOM PRIVATE EXCURSIONS:

All Custom Private Excursions are payable upon booking and shall be subject to a 100% cancellation fee regardless of suite category and/or opportunity of cancellation.

Be aware that all guests wishing to create custom excursions through Carrier's Custom Private Excursions are subject to a non-refundable, non-transferable administrative fee of USD/GBP/EUR/AUD \$/£/€/200 per person (the "Custom Excursion Administrative Fee") for each custom excursion created. The Custom Excursion Administrative Fee will be credited toward the price of the excursion(s) booked through the Custom Private Excursion. Certain Suite Categories will not be subject to this fee (See schedule below for reference):

SUITE CATEGORYCUSTOM PRIVATE EXCURSION ADMINISTRATIVE FEE

EVRIMA

Terrace	USD/GBP/EUR/AUD \$/£/€/200 per person
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Signature	USD/GBP/EUR/AUD \$/£/€/200 per person
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Grand	USD/GBP/EUR/AUD \$/£/€/200 per person
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Loft	USD/GBP/EUR/AUD \$/£/€/200 per person
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Owners	No Custom Excursion Fee
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Views	No Custom Excursion Fee
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ILMA

Terrace	USD/GBP/EUR/AUD \$/£/€/200 per person
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Signature	USD/GBP/EUR/AUD \$/£/€/200 per person
Grand	USD/GBP/EUR/AUD \$/£/€/200 per person
Ilma	USD/GBP/EUR/AUD \$/£/€/200 per person
Views	USD/GBP/EUR/AUD \$/£/€/200 per person
Owners	No Custom Excursion Fee
Concierge	No Custom Excursion Fee

LUMINARA

Terrace	USD/GBP/EUR/AUD \$/£/€/200 per person
Signature	USD/GBP/EUR/AUD \$/£/€/200 per person
Grand	USD/GBP/EUR/AUD \$/£/€/200 per person
Luminara	USD/GBP/EUR/AUD \$/£/€/200 per person
Residential	USD/GBP/EUR/AUD \$/£/€/200 per person
Views	USD/GBP/EUR/AUD \$/£/€/200 per person
Concierge	No Custom Excursion Fee
Owners	No Custom Excursion Fee

SPECIALY TICKED EVENTS

The name of these events may change at any time with or without notice. The booking of any of Carrier's Specially Ticketed Events requires full payment at the time of reservation. Guests may cancel their booking for the Specially Ticketed Events up to sixty (60) days prior to the Sailing and receive a full refund. Cancellation requests after this time frame will result in a 100% cancellation fee. Bookings made after embarkation while on board the Sailing for Specially Ticketed Events occurring during the Sailing are non-refundable.

THE RITZ-CARLTON SPA SERVICES CANCELLATIONS:

Unless otherwise noted within the cancellation terms provided at the time of booking a specific spa service, Spa service cancellation requests must be received at least twenty-four (24) hours to the scheduled service. A 100% cancellation fee will be applied if canceled within twenty-four (24) hours of the scheduled appointment.

7. TRAVEL PROTECTION:

Carrier strongly recommends that Guest(s) obtain their own insurance and/or travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, and illness and medical expenses sustained or incurred in connection with the Cruise.

United States Residents: United States residents may purchase travel protection (insurance) ("Travel Protection Program"). Learn more at <https://www.ritzcarltonyachtcollection.com/insurance>.

EU Citizens: European Member State: On International Cruises which neither embark, disembark nor call at any U.S. Port and where the Guest commences the Cruise by embarking or disembarking at the end of the Cruise in a port of a European Member State, Carrier provides full financial protection for all cruises sold to Guests. This financial protection provides financial security for all of the services included with your Cruise booking. It ensures that you are refunded for any part of the Cruise not provided and repatriated in the unlikely event of Carrier's insolvency. Unless you booked additional travel services with Carrier when you booked your Cruise, the insolvency protection will be limited to the items listed in Section 5, Cruise Fare. However, if at the time of booking your Cruise, you requested additional travel services to be included, these will also be financially protected. Carrier's financial protection is provided through Malta's Insolvency Fund Managing Board.

Medical Insurance: Guest acknowledges that their own health insurance will not cover or be applicable to any medical services received on board and that such charges may not be eligible for reimbursement from Guest's own insurance. Carrier strongly encourages all Guests to obtain travel insurance prior to the Cruise that can help offset such medical expenses.

Cruise Coverage: Some countries included in our itineraries have a mandatory requirement that Guests hold international travel insurance that has cruise coverage. If this applies to your itinerary, you must bring printed or digital proof of your travel insurance policy when you check-in for your cruise or You will be denied boarding. You are responsible for all travel insurance requirements for your cruise.

8. AIR, HOTEL AND TRANSFERS:

All arrangements made for or by Guest for transportation (other than on the Vessel) before, during or after the Cruise of any kind whatsoever, as well as air arrangements, shore excursions, tours, hotels, restaurants, attractions and other similar activities or services, including all related conveyances, products, or facilities, are made solely for Guest's convenience.

AIR

Carrier's air program is offered as a convenience for guests from select gateways. Carrier is merely facilitating the air arrangements on the Guest's behalf. Carrier does not operate, control, or supervise any airline and will not be held responsible for any airline failing to meet schedules, whether or not air tickets were issued by Carrier. Air arrangements are made at Carrier's sole discretion and are limited to airline scheduling and the availability of negotiated airfares with various air carriers. Carrier's responsibility does not extend beyond the Vessel.

The identity of the air carriers, which may include the air carrier's code-share partner, will be assigned, and disclosed when flights are confirmed. Name changes are not permitted after initial confirmation. Payment of additional costs incurred for changing a name on an airline reservation will be the sole responsibility of Guest. Air ticket pricing is not guaranteed until the air tickets are issued. Airline tickets will not be released until required information, details including but not limited to, passport number, expiration date, gender, date of birth, nationality, and Guest's name as it appears on their passport, and payment for the air tickets has been received. Air ticket pricing does not include fees

for baggage, seat assignments or meals. Once air tickets are issued, they are subject to all applicable airline charges and fees for changes and cancellations. Discrepancies brought to Carrier's attention after ticket issuance will result in full forfeiture of the original airfare paid and Guest(s) will be required to pay applicable penalties prior to issuing replacement ticket(s).

Some sailings may require a pre or post hotel stay. Costs associated with overnight stays are at Guest's expense. Guests are at all times responsible for additional costs incurred when purchasing additional hotel nights, early check-in, late check-out, room upgrades, meals, additional ground transportation, etc.

HOTELS

Carrier offers guests the ability to purchase and reserve accommodations, when possible, at Ritz-Carlton Hotels, Marriott Luxury and Premium brands or at other deluxe hotels unless otherwise noted. Hotel nights purchased through Carrier include room accommodation, and applicable taxes and fees. Amenities include daily breakfast in a restaurant but are subject to availability of the applicable hotel program.

All rates listed for the hotel stays are per guest and are subject to change until payment is received in full by Carrier. Carrier reserves the right to substitute hotel selection. Any incidental or extra charges incurred by Guest at a Hotel are the responsibility of Guest. Carrier's responsibility does not extend beyond the Vessel.

TRANSFERS

For an additional fee and based on availability, group and private transfers can be arranged as early as 300 days prior to sailing or on board the Yacht. Transfers between the airport and the pier, or between the pier and the hotel are available on embarkation and debarkation days for an additional fee. Carrier's responsibility does not extend beyond the Vessel.

9. PRIOR TO BOARDING/CHECK-IN/TRAVEL DOCUMENTATION; KNOWING ACCEPTANCE OF THE RISKS:

VALID UNDAMAGED GOVERNMENT ISSUED PHYSICAL PASSPORTS ARE REQUIRED TO BOARD

Must be valid six (6) months from the date of trip completion

Guests must be on board the Vessel the earlier of (i) two (2) hours prior to departure; or (ii) 4:00 pm (16:00 hours) to ensure attendance at all mandatory safety drills.

At the time of embarkation, the Guest is responsible for having received all medical inoculations necessary for the cruise and having in their possession the Ticket and Travel Documents. Guest must take all steps (including provision of all necessary Travel Documents) required to enable Guests to embark the Vessel, disembark the Vessel at any port of call and to comply with the laws of the country in which each such port is situated. **All Guests, regardless of the itinerary, are required to: (1) provide their passport information at the time of final payment and (2) present a physical copy of their fully valid undamaged passport at embarkation aboard Carrier's Vessel. Passports must be valid six (6) months from the date of trip completion. The passport must also contain at least four (4) blank pages to allow for immigration stamps. No**

exceptions will be made. The first and last names on Guest's booking reservation must match Guest's passport. Guests lacking the required physical copy of their passport at embarkation aboard Carrier's Vessel, will be denied boarding, and shall be entitled to no refund or compensation of any kind as a result of such denied boarding. A valid passport is required for every sailing regardless of itinerary. Guests will not be permitted to board the Vessel without a valid passport.

It is the sole responsibility of the Guest to determine what visas, health certificates or other travel documents may be required for their specific itinerary, to obtain such required travel documents prior to commencing travel, and to present them upon embarkation on board Carrier's Vessel. Guests lacking the required travel documents will be denied boarding and shall not be entitled to refunds or compensation of any kind as a result of such denied boarding. Carrier Entities shall not in any circumstances whatsoever be liable for the consequence of any insufficiency or irregularity in such documents, the failure of Guest to have the appropriate Travel Documents or the non-compliance by Guest with any such laws, regardless of whether any such documents are produced to Carrier by Guest or that information or advice regarding laws is given by Carrier or Carrier Entities to Guest. **If the Guest does not provide the proper documentation required for the countries to be visited during the Cruise, Guest will be denied boarding.** Should Guest be denied boarding for not having proper Travel Documents, Carrier shall have no liability to Guest and no refund of the Cruise Fare will be made by Carrier to Guest.

Proper travel documentation and eligibility to travel is required at the embarkation and throughout the Cruise. In addition to immigration and customs requirements, the U.S. government and others place restrictions on the carriage of Guests whose names appear on government watch lists or who are deemed legally ineligible to travel. It is the Guest's sole responsibility to ensure his/her legal eligibility to travel and to bring and have available at all times all required travel documents. Guests are advised to check with their travel agent and with the appropriate government authority to determine the necessary documents and travel eligibility requirements for their Cruise. Carrier may cancel the booking of any Guest who is or becomes ineligible to travel for any reason or who is traveling without proper documentation. Under these circumstances the Guest shall not be entitled to a refund or compensation of any kind.

Passports may be retained by Carrier staff at embarkation and withheld for the entire duration of the cruise so they can be presented to the various port authorities. Passports are then made available only when guests require them to go ashore.

Visa Guidance for All Nationalities

There may be a visa requirement for your Cruise particularly if you are visiting countries in the U.S.A, Canada, Asia, Middle East, China, India and/or Australia. Based on your nationality, You may require an entry visa to board your Cruise or enter certain countries your Cruise visits. It is the Guests' responsibility to identify and obtain all the necessary visas before commencing their Cruise. Guests of all nationalities should contact the Embassy (Consular Services) of each country on your Cruise for specific visa requirements, information, forms, and fees for your nationality. We do not accept any responsibility if You cannot travel because You have not complied with any passport, visa, or immigration requirements. **You will be denied boarding, without a refund, and/or subject to fines if You do not have the necessary travel documentation.**

Visa Waiver Program

Non-U.S. citizens that are eligible to apply for admission under the Visa Waiver Program must have a valid, unexpired machine-readable passport that includes specified security features (biometric identifiers). In addition, travelers are required to have an electronic travel authorization via the Electronic System for Travel Authorization (ESTA). Electronic System for Travel Authorization is an automated system that determines the eligibility of visitors to travel to the United States under the Visa Waiver Program. ESTA applications may be submitted any time prior to travel. However, it is recommended that guests apply when they begin preparing their travel plans. We suggest that guests visit www.cbp.gov/travel/international-visitors/esta for additional information regarding ESTA. Guests will need to print and carry their Electronic System for Travel Authorization as it will need to be presented at cruise check-in along with their passport. An ESTA needs to be completed for each family member traveling on the cruise.

ETIAS for Non-EU Citizens: Starting Mid-2025, the European Commission will roll out a U.S. style electronic travel authorization system required for visitors from countries that are currently not part of the E.U. ETIAS stands for the European Travel Information and Authorization System. American citizens can apply for ETIAS online at <https://etias.com/>. Guests will fill out an application form, requiring a valid passport, the system will check the security credentials and charge a nominal fee (7 Euros if 18-70 years of age) to travelers visiting E.U. member countries for business, tourism, medical or transit purposes. Guests are responsible for covering the cost of the ETIAS. ETIAS is valid for arrival to Europe by air, sea or overland. ETIAS is not a visa and is more accurately referred to as a visa-waiver. It is advised that travelers complete their ETIAS application ninety-six (96) hours prior to their departure date. For more information, and ETIAS application requirements, visit <https://etias.com/etias-requirements/>. An ETIAS authorization will be valid for three (3) years or until the Guest's passport used for the application expires, whichever comes first.

Once enacted, Guests are solely responsible for filling out their own ETIAS application and receiving approval prior to their travel and Cruise. All non-E.U. Guests without an approved ETIAS will be turned away at the border or prior to boarding a plane or vehicle bound for an E.U. country. Guests who are still waiting for a decision on their ETIAS application will not be allowed to enter the E.U. Carrier and Carrier Entities are not liable or responsible in any way for Guests that fail to receive the proper authorizations or approvals or incur difficulties entering the country or traveling to the embarkation port due to their failure to get an approved ETIAS. All costs or delays incurred by the Guest or the Carrier and Carrier Entities due to the Guest's failure to receive their ETIAS authorization are the sole responsibility of the Guest. ETIAS authorizations are considered Travel Documents under this Ticket Contract.

10. TRAVEL SANCTIONS AND REGULATIONS:

Guest, including all Guests named on the reservation(s), agree to comply with Carrier's policies concerning any and all applicable United States Department of the Treasury through the Office of Foreign Assets Control and EU sanctions regulations. Guest agrees that to the extent Guest violates such policies or is subject to OFAC sanctions, Guest will be refused passage, and Guest, along with any other Guests included in Guest's reservation(s), will not be entitled to a refund of any amounts paid to Carrier. Please note

that Carrier reserves the right to cancel your booking and refuse boarding if there are any changes to the laws and regulations or other circumstances such that completing the booking would cause Carrier to be in noncompliance with applicable laws and regulations.

11. RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/ DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, REASSIGN SUITE ALLOCATION, AND CHANGE OR OMIT PORTS OF CALL, SUBSTITUTION:

Regardless of Your Country of Residence and any laws to the contrary therein, Guest hereby agrees to the following in consideration for being permitted to book and sail on Carrier's Vessel.

Except as otherwise provided, Carrier may, for any reason, without prior notice and without incurring any liability to the Guest, whether or not a deposit has been received: cancel the cruise, substitute the Vessel, deviate from the scheduled ports of call, route and/or timetable, call or omit to call at any port or place or cancel or modify any activity on or off the Vessel, comply with all governmental laws and orders given by governmental authorities, render assistance to preserve life and property, change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten or lengthen the Cruise or substitute ships, aircraft or other transportation or lodging.

Guests should not make any important arrangements or meetings based on the scheduled itinerary as it may change; any changes to the scheduled itinerary are made without liability to Carrier and Carrier Entities. Furthermore, the Master of the Vessel as well as the operator of any other means of transportation may, in their sole discretion, take any action deemed necessary for the safety, security, comfort, or well-being of any person or to prevent damage to or loss of the Vessel.

Where a scheduled itinerary is modified by Carrier, Guest shall have no claim against Carrier or Carrier Entities, and Carrier and Carrier Entities shall not be liable for damages or a refund, or for any portion thereof, or other payment, compensation or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever; this extends, without limitation, to: inclement weather; health, medical or environmental considerations; labor, political or social disturbances or unrest; operational, commercial or safety reasons; or if it was based on a good faith belief by Carrier or the Master of the Vessel that the cruise or any portion thereof might endanger the Vessel or expose any person or property to loss, injury, damage or delay. Whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the cruise may be terminated, and Guest may be landed with no further liability of Carrier or Carrier Entities for refund, payment, compensation, or credit of any kind. Under no circumstances shall Carrier or Carrier Entities be, or become, liable for consequential or other damages of any kind sustained by any Guest.

Notwithstanding the foregoing, for Guests embarking a Cruise at a United States port, should Guest's cruise be (i) cancelled or (ii) delayed for more than three (3) calendar days with Guest electing not to travel on the delayed cruise, and Guest declines to accept a future cruise credit as a result of the cancellation or delay, Guest is entitled to a refund of the cruise fare paid and any ancillary services booked directly through Carrier for the cancelled or delayed cruise.

In order to claim such a refund, Guest must submit their request by email to info@ritz-carltonyachtcollection.com no later than ninety (90) days after the originally scheduled embarkation date of the cancelled/delayed cruise. Carrier will review the refund request and respond by email within one hundred eighty (180) days of the date the claim is made.

E.U. Citizens living in an E.U. Member State (does not apply to E.U. residents that lack E.U. citizenship):

If, as a result of a change contemplated in this Section 11, the Guest feels that the Cruise does not conform to this Ticket Contract in any material respect, the Guest shall inform Carrier without undue delay during the Cruise and shall, where applicable, be entitled to the remedies available under Regulation 12 and 13 of the Package Travel Regulations, 2018, As Amended. In particular, and without prejudice to the other provisions of the above-mentioned Regulation 12 and 13, Carrier shall seek to remedy the lack of conformity unless it is either: (i) impossible to remedy the lack of conformity; or (ii) it entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected. In the event that Carrier fails to remedy the lack of conformity the Guest may claim a price reduction and/or compensation unless the lack of conformity is attributable to: (i) the Guest himself/herself; (ii) to a third party unconnected with the Cruise and is unforeseeable and unavoidable; or (iii) unavoidable and extraordinary circumstances including Force Majeure defined in Section 41.

Where it is not possible to ensure the Guest's return in accordance with the Cruise itinerary as a result of unavoidable and extraordinary circumstances, or where the Guest is otherwise in difficulty, Carrier will give appropriate assistance without undue delay, in particular by providing appropriate information on health services, local authorities and consular assistance, and assisting with communications and helping the Guest find alternative travel arrangements. Provided that, where the Guest is in difficulty as a result of his/her fault or negligence, Carrier shall be entitled to reimbursement of all costs incurred in providing such assistance.

12. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION; CONFINE GUEST TO SUITE OR DISEMBARK GUEST; KNOWING ACCEPTANCE OF THE RISKS:

Carrier Entities reserve the right to refuse booking or passage to any person or to cancel Guest's existing reservation for any reason allowed by applicable law. Any person(s) refused booking or passage by Carrier, unless said cancellation is due to an event of force majeure (see Section 41) or the act or inaction of Guest, in advance of the Sailing Date will be given a refund of the Cruise Fare payments received from Guest. Other than refunds provided under this Section 12 Carrier Entities shall have no liability of any kind to Guest.

Carrier Entities, without any liability, including liability for refund, payment, compensation or credit, except as provided herein or by applicable law, may refuse to embark Guest, confine Guest, quarantine Guest, restrain Guest, change Guest's accommodations, or disembark Guest at any time, if, in the sole opinion of Carrier, the Master, or any physician, Guest is unfit to travel, might be excluded from landing at a destination by Immigration or other Governmental Authorities, or the presence or behavior of Guest or any minor or other person in Guest's care during the Cruise is detrimental to the health, comfort, enjoyment or safety of any other person, or the safety of Guest, the Vessel or its crew. The

Master of the Vessel has the right in his/her sole discretion to make decisions in this regard for the safety and security of the Vessel and the health, safety, security, comfort, and enjoyment of those on board.

If Guest is refused passage or leaves the Vessel prior to the end of the Cruise for any of the reasons described in this Section 12 or for other reasons including, but not limited to, personal, medical, or business reasons, Carrier Entities will not be liable or required to refund any portion of the Cruise Fare, nor shall Carrier Entities be responsible for any payment, compensation or credit of any kind or for any of Guest's costs (e.g. medical, travel, repatriation) except as required by applicable law. Guest will be responsible for any fines (including but not limited to any governmental fines), costs, fees, or damages for joining the Vessel during the cruise after it has embarked from the initial port of call and/or leaving the Vessel prior to the end of the cruise unless otherwise provided by applicable law.

If any Guest is detained on board or elsewhere or at destination because of quarantine, port regulations, prevailing applicable law, illness or other cause, all expenses incurred in connection with such detention shall be the responsibility of Guest. Any Guest carried beyond their scheduled port of disembarkation for any reason without fault of Carrier shall pay Carrier an additional cruise fare for each extra night Guest remains on board the Vessel past the originally scheduled disembarkation port. In any and all cases described in this Section other than Guest having a communicable disease, Guest shall not be entitled to any credit, compensation, refund of fare paid or damages whatsoever.

13. SAFETY, SECURITY & HEALTH:

Carrier endeavors at all times to exercise reasonable care for Guests' comfort and safety on board its Vessel. Carrier cannot guarantee freedom from any risks associated with war, terrorism, crime, health risks or other potential sources of harm. Carrier reminds all Guests that they must ultimately assume responsibility for their activities while ashore and for their travel choices. The U.S. Department of State and other government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to such agencies' perceptions of risks to travelers. Carrier recommends that Guests and their travel professionals obtain and consider such information when making travel decisions.

Guest, in the interests of international security and safety at sea and in the interests of the convenience of others, agrees and hereby consents to a reasonable search being made of Guest's person, Property, and suite, and to the removal and confiscation or destruction of any object which may, in the opinion of Carrier or the Master, impair safety, cause danger, inconvenience, annoyance or nuisance to others, or violate Carrier's rules and regulations.

There are risks inherent to being aboard the Vessel and other means of transportation. These include, by way of example, having to evacuate the Vessel or other means of transportation in case of emergency, having to move about on the Vessel, rigid inflatable boats or tenders during rough seas, and lack of access to full medical services. For Guests who are ill or who have a mental or physical disability or impairment, these risks are more significant – access to all parts of the Vessel, other means of transportation, or to facilities on shore may be difficult or impossible for some Guests. In addition, medical evacuations

during the cruise, whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. Carrier reserves the right to determine, in its sole discretion exercised in good faith, whether and when a medical evacuation from the Vessel will occur.

Guest understands and acknowledges that while on board the Vessel or during activities ashore and/or traveling to or from the Vessel, they may be exposed to illnesses, including but not limited to COVID-19, RSV, influenza, colds, and norovirus. Guest further understands that exposures to such illnesses are beyond Carrier's control and Guest further releases Carrier and Carrier Entities from any and all claims arising from, related to or which are a consequence of any such exposures.

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed, and emergency medical care and evacuation may not be available from every destination to which the Vessel sails.

GUESTS ARE ENCOURAGED TO DISCUSS THE SUITABILITY OF TRAVEL WITH THEIR PHYSICIAN. GUEST ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT WHILE ABOARD THE VESSEL, IN BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, GUEST OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, RSV, INFLUENZA, COLDS AND NOROVIRUS. GUEST FURTHER UNDERSTANDS AND ACCEPTS THAT DUE TO THE NATURE OF SPREAD OF COVID-19, THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND CARRIER'S CONTROL AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. GUEST KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

Carrier has adopted specific COVID-19 protocols and other health protocols, which may change from time to time. Guest expressly agrees to comply not only with the COVID-19 guest protocols but all health protocols as described herein, and as they are set forth on Carrier's Health and Safety Webpage, at all times including pre-embarkation, while on board, during port calls and shore excursions and/or final disembarkation. In case of any conflict between the COVID-19 Guest Protocols described herein or on Carrier's website, the website controls and Guest's agreement to abide by said website constitutes an integral part of this Ticket.

Guest acknowledges that Carrier's COVID-19 protocols will include (but are not limited to): (1) vaccination of all Guests; and (2) completion of an accurate, truthful, and complete health questionnaire in a form and containing any health or travel-related questions as determined by Carrier in its sole discretion based on advice from cognizant government or health authorities or medical experts for each Guest prior to boarding.

Notwithstanding any other provision contained herein, any non-compliance by Guest or members of Guest's traveling party with Carrier's COVID-19 protocols or this Ticket shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine on board the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in Carrier's sole discretion under the circumstances to protect the

health and well-being of others. Under these circumstances, Guest shall not be entitled to a refund or compensation of any kind. Guest will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to the port of embarkation. Under no circumstances shall any Carrier Entities be liable for any damages or expenses whatsoever incurred by any Guest as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Carrier Entities.

Guest further understands and agrees that if, after boarding, and even if Guest has fully complied with all COVID-19 protocols, such Guest tests positive for COVID-19 or exhibits signs or symptoms of COVID-19, Carrier may disembark, refuse re-boarding after a shore excursion, or quarantine Guest as well as members of Guest's traveling party, or take other steps which Carrier determines, in its sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under no circumstances shall any Carrier Entities be liable to any such Guest for any costs, damages or expenses whatsoever incurred by any Guest.

14. FITNESS TO TRAVEL/HEALTH/PREGNANCY/WELLNESS PROGRAM; KNOWING ACCEPTANCE OF THE RISKS:

Fit to Travel:

Guest represents and warrants that Guest is physically, mentally, and otherwise fit to travel and that Guest has received all medical inoculations necessary to travel to all destinations on the Sailing. Guest further represents and warrants that Guest will at all times comply with the Vessel's rules and regulations and orders and directions of the Vessel's officers and medical staff, and that Guest's conduct will not impair the safety of the Vessel or inconvenience other Guests.

Pregnancy:

Carrier's policy regarding pregnancy is derived from the Cruise Lines International Association endorsement of the American College of Emergency Physicians Health Care Guidelines for Cruise Ship Medical Facilities, which can be found at <https://www.acep.org/>. This includes the guideline that "Pregnant women who have entered the 24th week of estimated fetal gestational age at any time during the Cruise should not be eligible to sail with the ship. Carrier is unable and unwilling to accommodate women who have entered their 24th week of pregnancy (23 weeks + 1 day) as of the Sailing Date. Guests who have entered their 24th week of pregnancy as of the Sailing Date are prohibited from booking the Cruise or boarding the Vessel, and such Guests agree not to present themselves for embarkation. Carrier reserves the right to request a letter from Guest's physician attesting to Guest's fitness to travel by sea during their pregnancy. Guest acknowledges Carrier's Vessel does not have the facilities or capability to treat complications which may arise during or after the 24th week of pregnancy and will not be able to deliver and care for newborns. Guest and their treating physician should consider before any Cruise that there is no obstetrician/gynecologist available on the Vessel, and that pregnancies, when unstable and poorly controlled, are potentially life-threatening, especially without back-up medical treatment and/or doctors that specialize in such treatment. A Guest may be at sea for several days without any immediate hospital and/or specialist back-up, and the availability of specialized shoreside facilities can be scarce and problematic. Guest will not be permitted to board in violation of this policy, and under no circumstances shall any Carrier or Carrier Entities be liable to

any such Guest for any costs, damages or expenses whatsoever incurred by any Guest, and Guest will not be entitled to any refund in in any form whatsoever.

Wellness Programs/Fitness Center/Fitness Programs/Spa:

Participation in the Carrier's Wellness Program is voluntary. Guest acknowledges that participation in Carrier's Wellness Program is at Guest's own risk. The Spa associates are not health care practitioners and cannot be expected to diagnose and treat individual health problems. Guests are responsible for discussing any questions or concerns they may have about their condition throughout any program or treatment at the Spa and, should any symptoms occur, Guests will inform Spa personnel of the symptoms and immediately cease participation. In the event Guest has reason to believe that medical clearance must be obtained prior to participation in or use of any Spa treatments, saunas, steam, whirlpools, pools, exercise programs or facility equipment, Guest agrees to consult their physician and follow their physician's recommendation prior to the commencement of any program or activity within the Spa. By choosing to participate in any Spa activities or programs, which includes fitness programs, Guest warrants that, to the best of their knowledge, that they have no impairment or ailment that prevents them from engaging in such participation and understands that participation may be denied at the discretion of the Spa associates should it be determined that Guest's participation is inadvisable. In participating in any Spa activities or programs Guest agrees that they are responsible for their own health and safety. Guest hereby releases and forever discharges, indemnifies, defends and holds harmless Carrier and Carrier Entities from any and all suits, claims, losses, liabilities, demands, promises, obligations, costs or expenses (including reasonable attorney's fees), damages, actions and causes of action of any type or kind directly or indirectly arising out of or caused by Guest's utilization of the Spa facilities, use of Wellness equipment or participation in any programs or activities offered by the Spa or Carrier. Guest acknowledges that participation in Carrier's Fitness Programs or use of its Fitness Facilities or Equipment is at voluntary and at Guest's sole risk. Guest specifically agrees to assume such risk by participating in Carrier's Fitness Program or using Carrier's Fitness Facilities or Equipment.

Incurred Expenses:

Guest acknowledges that their own health insurance will not cover or be applicable to any medical services received on board and that such charges may not be eligible for reimbursement from Guest's own insurance.

If Carrier Entities incur any cost as a result of Guest's failure to follow the orders and directions of the Vessel's officers and medical staff or as a result of Guest's failure to follow any legal requirement (including those related to inoculations), or Guest is required to remain on board the Vessel or elsewhere, due to injury or illness, or due to action of any government or authority, or for any other reason which is not the fault of Carrier Entities, Guest must pay or reimburse Carrier Entities for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services including, but not limited to, such costs incurred by, or on account of, services provided by port agents and other shoreside service providers, as well as Baggage shipping costs or Guest and those accompanying Guest and any fines incurred by Carrier, the Vessel or the Master as a result of such repatriation.

15. SHORE EXPERIENCES; KNOWING ACCEPTANCE OF THE RISKS:

The program name “**Shore Experiences and/or Shore Excursions**” is subject to change without prior notice. These names can and will be used interchangeably. The information relating to shore excursions on our systems and documentation is correct to the best of our knowledge at the time of issue. All Shore Experiences are subject to change or cancellation without prior notice. Descriptions, schedules, and excursion lengths are all based on approximate times and pre-determined points of interest. Changes may be unavoidable and can be made at Carrier’s or the tour operator’s sole and absolute discretion. Shore Experiences may be canceled or modified by Carrier or the tour operator, without liability, if the minimum number of guests needed to participate has not been met.

Neither Carrier nor the tour operators will be responsible for Property brought shoreside. Guests should not leave Property unattended at any time, either in the vehicles in which Guests are traveling or otherwise. Carrier’s responsibility does not extend beyond the Vessel.

ALL PRODUCTS AND SERVICES OFFERED ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (D) WARRANTY FOR SUITABILITY OR SAFETY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

GUEST AFFIRMS THAT CARRIER AND CARRIER ENTITIES SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS.

Shore Excursions may involve or require physical exertion, or involve a degree of risk or danger, and you should carefully consider whether the Shore Excursion is suitable for you. Guests are encouraged to discuss the suitability of participating in Shore Excursions with their physician. It is your responsibility to adequately research any Shore Excursions and/or activities you intend to participate in and make any relevant enquiries of the third-party operators of same to ensure that you are prepared with appropriate attire for the excursion/activity, including any necessary attire for difficult/dangerous terrain, physical exertion for long periods, and/or extremes of weather.

Notwithstanding the above, Guest acknowledges and agrees that the very nature of recreational activities on the Shore Excursion that Guest is participating in can be dangerous, with inherent risk, dangers and hazards and personal injury (and sometimes death) can occur, and Guest agrees to assume and accept all risks of personal injury or death which may occur. The potential dangers and risks associated with these activities may include but are not limited to difficult and dangerous terrain, physical exertion for long periods, extremes of weather including sudden and unexpected changes, and evacuation difficulties in the event of injury.

By using, participating in, engaging, or booking a Shore Excursion you accept these risks and agree that Carrier, Carrier Entities, and all of its employees, successors, assigns, affiliated Vessels, respective masters, officers and crew, operators, charterers,

underwriters, agents, servants, administrators, contractors and third-party operators are not liable to any claim by Guest, Guest's dependents, or legal representatives (except where we have been negligent) for breach of contract or statute or statutory duty resulting in personal injury or death, any direct/indirect or consequential loss or damage including without limitation to financial loss (such as loss of profits or use of capital or revenue or otherwise), Property loss, or for any punitive, exemplary, special or incidental loss or damage whether such liability arises in contract, tort, equity, from its supply of the Shore Excursions.

By using, participating in, engaging, or booking a recreational activity you acknowledge, agree and understand that the risk warnings contained above constitute a 'risk warning' for the purposes of any relevant legislation.

Please Note: Any dispute or claim for injury, illness, or death arising out of participation in a Shore Excursion must be brought against the local Shore Excursion operator. However, if such dispute or claim is made against Carrier and/or Carrier Entities, it must be brought in accordance with this Ticket Contract.

16. RITZ-CARLTON YACHT COLLECTION SPECIALLY TICKETED EVENTS (THE "SPECIALLY TICKED EVENTS")

The name of these events may change at any time with or without notice. The booking of any of Carrier's Unlocked Events requires full payment at the time of reservation. Guests may cancel their booking for the Unlocked Events up to sixty (60) days prior to the Sailing and receive a full refund. Cancellation requests after this time frame will result in a 100% cancellation fee.

17. WATERSPORTS & RECREATIONAL WATER ACTIVITIES AND EQUIPMENT:

In consideration of your payment of the cruise fare, Guest may have the option, subject to local weather conditions as well as the laws and regulations of each port of call and confirmation by the Master on adequate safety and sea conditions to operate, to utilize Carrier's furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the Vessel and all locations visited during the voyage. Participation in these activities is voluntary. Guests must consider their own physical fitness and ability before participating. Not all activities are available on all Vessels. These activities may include but are not limited to, swimming off the marina platform, kayaking, sailing, jet-skiing, water skiing, sea scooters, wakeboarding, parasailing, banana boat rides, tubing, hydrofoiling, hoverboarding, seabobs, flite boards, paddle boarding, snorkeling, swimming, aquabanas, windsurfing, zodiac rides, private tender transfers, glass-bottom boat excursions, submersible vehicles, water toys, and operating personal watercraft (PWC's) (collectively "**Watersports Activities**"). The Watersports Activities listed above are voluntary and are not suitable for all Guests. There is no lifeguard on duty. Guest acknowledges that: (A) there are risks and dangers involved with his or her participation in Watersports Activities, and in particular the use of jet-skis or personal watercraft is a dangerous activity that can result in serious injury, including but not limited to broken bones, fractures, concussions, dizziness, motion sickness, dislocations, contusions, torn ligaments and tendons, sprains and strains, cuts to the head, body and/or limbs, bumps and bruises, property loss or damage, abrasions and/or lacerations, permanent disability, spinal injury, paralysis, or death; (B) Carrier and Carrier Entities can in no way guarantee the safety or welfare of Guest in any Sports

Activities and Carrier and Carrier Entities are merely providing sport equipment and sport instruction to enhance Guest's enjoyment; (C) Guest shall knowingly and voluntarily assume the risk of and shall release, defend, hold harmless and indemnify, Carrier and Carrier Entities against any claims made by or on his or her behalf as a result of using Carrier's equipment and participating in Watersports Activities; (D) Guest shall acquire the training necessary to participate in the Watersports Activities and shall follow the rules and procedures maintained by Carrier and Carrier Entities; and (E) Carrier and Carrier Entities shall accept no responsibility for Guest's failure to abide by the Vessel's rules and restrictions, governmental rules, regulations and restrictions concerning Watersports Activities. Guest elects to voluntarily participate in Watersports Activities with full knowledge and acceptance of any and all risks associated with the Sports Activities, including but not limited to those identified above.

WARNING/ACKNOWLEDGMENT OF RISK: THE WATERSPORTS ACTIVITIES LISTED ABOVE ARE ALL VOLUNTARY AND ARE NOT SUITABLE FOR ALL GUESTS.

THE WATERSPORTS ACTIVITIES LISTED ABOVE ARE ALL VOLUNTARY AND ARE NOT SUITABLE FOR ALL GUESTS. YOU OR YOUR CHILDREN MAY SUFFER MINOR OR SERIOUS PHYSICAL INJURIES OR DEATH. THE RISKS OF INJURY INCLUDE (BUT ARE NOT LIMITED TO): BROKEN BONES, FRACTURES, CONCUSSIONS, HEAD TRAUMA, DIZZINESS, MOTION SICKNESS, DISLOCATIONS, CONTUSIONS, TORN LIGAMENTS AND TENDONS, SPRAINS AND STRAINS, CUTS TO THE HEAD, BODY AND/OR LIMBS, BUMPS AND BRUISES, PROPERTY LOSS OR DAMAGE, ABRASIONS AND/OR LACERATIONS, DEEP PUNCTURE WOUNDS, INTERNAL BLEEDING, WHIPLASH, DAMAGE TO TEETH, EYE INJURIES, EAR DAMAGE, ASPHYXIATION, NEAR-DROWNING, HYPOTHERMIA, HYPERTHERMIA, SEVERE ALLERGIC REACTIONS, INFECTIONS, BLOOD LOSS, ORGAN DAMAGE, AND NERVE INJURIES. ALTHOUGH RARE, PARTICIPANTS SHOULD ALSO BE AWARE OF THE RISK OF CATASTROPHIC INJURIES SUCH AS PERMANENT DISABILITY, SPINAL CORD DAMAGE, PARALYSIS, DISMEMBERMENT, OR DEATH.

ADDITIONALLY, PARTICIPANTS MAY ENCOUNTER WILDLIFE IN THE WATER, INCLUDING BUT NOT LIMITED TO SHARKS, STINGRAYS, JELLYFISH, SEA URCHINS, BARRACUDAS, EELS, AND OTHER MARINE ANIMALS. INTERACTIONS WITH WILDLIFE MAY RESULT IN INJURY, INCLUDING BUT NOT LIMITED TO BITES, STINGS, VENOMOUS REACTIONS, PUNCTURE WOUNDS, LACERATIONS, INFECTIONS, OR TRAUMA FROM PHYSICAL CONTACT. IN EXTREME CASES, INTERACTIONS WITH WILDLIFE MAY RESULT IN CATASTROPHIC INJURIES SUCH AS PERMANENT DISABILITY, DISMEMBERMENT, OR DEATH. ALTHOUGH SUCH INCIDENTS ARE RARE, THE UNPREDICTABLE NATURE OF MARINE WILDLIFE MEANS THAT RISKS CANNOT BE FULLY ELIMINATED. PARTICIPANTS ELECT TO VOLUNTARILY ENGAGE IN THE WATERSPORTS ACTIVITY(IES) WITH FULL KNOWLEDGE AND ACCEPTANCE OF THESE RISKS, INCLUDING THE POSSIBILITY OF ENCOUNTERING POTENTIALLY DANGEROUS WILDLIFE.

PARENTS AND LEGAL GUARDIANS TRAVELING WITH MINOR CHILDREN WHO ENGAGE IN THE ACTIVITY ARE DEEMED TO HAVE WARNED THE CHILDREN OF THESE RISKS AND ASSUMED THE RISK ON THE CHILD'S BEHALF.

18. CHILDREN AND MINORS:

Children under six (6) months of age will not under any circumstances be permitted on the Vessel. For cruises that have three or more consecutive days at sea, children must be at least one (1) year of age as of the Sailing Date. Age is determined as of the Sailing Date.

NO EXCEPTIONS WILL BE MADE TO THIS POLICY.

Guests will be required to complete a form for minors between the ages of six (6) months and three (3) years of age. These forms can be obtained by contacting specialservices@ritz-carltonyachtcollection.com. Guests must notify Carrier at the time of booking but in no event later than ninety (90) days prior to final payment of any children between the ages of six (6) months and three (3) years who will be sailing on board the Vessel. Carrier reserves the right to limit the number of children under three (3) years of age aboard the Vessel. All guests must comply with the Guest Conduct Policy which contains minor and young adult specific provisions.

Minors under the age of eighteen (18) must be accompanied by a Responsible Adult (defined below) at all times while on the Vessel and no minor under the age of eighteen (18) will be permitted ashore without being accompanied by a Responsible Adult.

Minors under the age of eighteen (18) traveling without a parent or legal guardian must be accompanied by an adult at least twenty-one (21) years of age or older (the "Responsible Adult") in the same suite. Any minor not traveling with a parent or guardian must have a Responsible Adult appointed by their parent or guardian to have custody and control over said minor to contract on their behalf in connection with the cruise. A "**Parental Consent Guardianship**" Form can be obtained by contacting specialservices@ritz-carltonyachtcollection.com. The form must be signed by a parent or legal guardian, notarized, and be received by Carrier at least thirty (30) days prior to the Sailing Date by email to specialservices@ritz-carltonyachtcollection.com.

Each Responsible Adult, guardian, or parent of, an embarked minor under the age of eighteen (18), shall be jointly and severally liable to Carrier Entities and shall reimburse Carrier Entities for all losses, damage and/or costs sustained by Carrier Entities caused directly or indirectly, in whole or in part, by reason of any act or omission of the Responsible Adult or minor under the age of eighteen (18). The Responsible Adult shall also pay to Carrier Entities the prevailing costs and fees imposed by Carrier Entities relating to the Responsible Adult's own acts or omissions or the failure to adequately supervise, control or care for the minor(s). Further, the Responsible Adult shall defend, indemnify, and hold harmless Carrier Entities from and against any and all liability (including reasonable legal fees) Carrier Entities may incur to any person or entity (private or governmental) for any death, injury, damage, fine or penalty arising directly or indirectly, in whole or in part, by reason of any act or omission of the Responsible Adult or the minor.

Guests further agree to abide by all age, gender, or other eligibility requirements applicable to any activities, services, or facilities available during the Cruise, including but not limited to those associated with use of any spa facilities. There may be age restrictions applicable to activities on the Vessel and ashore, which are established for the safety and well-being of all Guests. Carrier and all independent contractors reserve the right to revise eligibility requirements for activities during the Cruise or ashore for safety or other lawful reasons from time to time, and with which each Guest agrees to comply.

19. **GUESTS WITH SPECIAL NEEDS OR DISABILITIES:**

Carrier requests that Guests with disabilities or special needs who may require special accommodations during the Cruise including, but not limited to the use of a wheelchair or a qualified service animal, notify Carrier of any special needs at the time of booking. Guests are requested to report any special needs or requests for accommodation to Carrier as soon as Guest becomes aware of it. Upon booking the Cruise, Guests who have special needs are requested to contact Carrier's special services department at special.services@ritz-carltonyachtcollection.com to discuss the details of their special needs. Personal portable oxygen tanks and oxygen concentrators may be used on board, provided that Carrier's Special Services Department is notified at least thirty (30) days prior to sailing in writing at the address provided in Section 45 and by emailing special.services@ritz-carltonyachtcollection.com.

If any such special need or condition arises after Guests have booked a Cruise, Guests are requested to report it in writing to Carrier as soon as they become aware of it. Guests acknowledge and understand that certain international, foreign, or local safety requirements, standards, and/or applicable regulations involving the design, construction or operation of the ship, docks, gangways, anchorages, or other facilities on or off the Vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs.

Dialysis On Board

THERE ARE SIGNIFICANT RISKS ASSOCIATED WITH UNDERGOING DIALYSIS DURING A CRUISE. GUESTS SHOULD BE AWARE THAT OUR SHIPS DO NOT HAVE KIDNEY SPECIALISTS OR DIALYSIS EQUIPMENT AND SUPPLIES AVAILABLE ON BOARD AND OUR MEDICAL STAFF ARE NOT TRAINED TO TREAT OR ASSIST DIALYSIS PATIENTS. THE SHIP DOES NOT CARRY A NEPHROLOGIST ON BOARD AND TIMELY AVAILABILITY OF THIS SPECIALTY MAY BE SEVERELY LIMITED DURING THE PORT VISITS. ANY NECESSARY MEDICAL CARE REQUIRED BY A NEPHROLOGIST WILL NOT BE AVAILABLE WHILE THE SHIP IS AT SEA. SHIPS DO NOT HAVE BACK-UP BATTERY SUPPORT FOR DIALYSIS RELATED EQUIPMENT. IN THE EVENT OF A POWER OUTAGE ON BOARD, DIALYSIS EQUIPMENT REQUIRING ELECTRICITY MAY NOT BE FUNCTIONAL. THE RISKS TO THE GUEST WHO MISSES A SCHEDULED DIALYSIS TREATMENT ARE VERY SERIOUS. GUEST ASSUMES ADDITIONAL RISKS WHEN A SHIP IS UNABLE TO MAKE A SCHEDULED PORT OF CALL FOR OPERATIONAL REASONS. AMONG THE MANY RECOGNIZED RISKS ASSOCIATED WITH PERITONEAL DIALYSIS INCLUDE INFECTION, OBSTRUCTION OF THE CATHETER, HEMOPERITONEUM AND METABOLIC COMPLICATIONS.

PERITONEAL DIALYSIS: In order for a Guest who is undergoing peritoneal dialysis to sail, the following criteria must be met: (i) Guests must have been successfully self-administering peritoneal dialysis for one (1) year; (ii) Guests must have been in stable condition for one (1) year; (iii) Guest must submit: (a) their signed Dialysis Fitness to Sail letter from their treating nephrologist (form to be supplied by treating nephrologist); (b) a signed risk acknowledgement waiver which can be obtained from specialservices@ritz-carltonyachtcollection.com; and (c) their full medical records through Vikand's Medical Inquiry Form for review. A member of Vikand's medical team will contact the Guest directly to discuss their medical needs and provide further details. All dialysis requests must be received by RCYC at specialservices@ritz-carltonyachtcollection.com and Vikand no less than forty-five (45) days prior to the Sailing. Requests received after this date will not be accommodated. Guests must supply all necessary fluids, supplies, and

equipment needed to perform dialysis during their Sailing. Guest must communicate the details of all medical shipments to specialservices@ritz-carltonyachtcollection.com. Carrier is required to request clearance for the shipment at the port of entry. Prior to the Sailing, Guest must verify that all supplies and equipment are on board the ship. Failure to do so will prevent the Guest from sailing. In the case of certain medical complications that cannot be treated on board, the Guest may be required to be disembarked to a medical facility ashore. The Guest will be responsible for all medical expenses both on board and ashore.

HEMODIALYSIS DIALYSIS: Guests receiving hemodialysis treatments will not be permitted to sail. Hemodialysis must be administered by a third-party and requires specialized training and equipment. The medical centers are not equipped to deal with the requirements and potential complications of patients receiving Hemodialysis.

The provisions of Regulation 1177/2010 on Passenger Rights when Traveling by Sea and Inland Waterways afford rights to Guests where the Port of embarkation is in an EU Member State. The regulation text is available at <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=celex%3A32010R1177>.

20. SERVICE ANIMALS:

Carrier understands a qualified service animal to be any dog that is trained to do work or perform tasks for an individual with a disability. Emotional support dogs are not considered to be qualified service animals and will not be permitted on the Vessel. Guest agrees that they will be solely responsible for any and all damage and/or loss caused by qualified service animals. Many ports of call have strict entry requirements for animals. Guests must ensure that their service animal complies with all requirements of each destination. Carrier is not responsible for Guest's inability to embark or disembark the Vessel or visit a port of call due to Guest's failure to comply with any such entry requirements. Guest agrees that personnel on the Vessel are not responsible for the care and feeding of Guest's service animal. Guest must notify Carrier's Special Services Department no less than thirty (30) days prior to sailing in writing by emailing special.services@ritz-carltonyachtcollection.com.

21. INABILITY TO JOIN AND/OR CABOTAGE:

Embarkation or disembarkation at an unscheduled port of embarkation and/or disembarkation or failure to make any sailing of the Vessel at any port shall be at Guest's sole risk and expense. Guest may be denied subsequent boarding and Guest will not be entitled to any refund, payment, compensation, or credit of any kind. If Guests must disembark the Vessel before the scheduled port of disembarkation Guests will be responsible for any fines incurred by the Vessel and/or the Master.

Cruises that embark, disembark, or call in the U.S. are subject to the U.S. Passenger Vessels Services Act (Jones Act). Guest acknowledges that, for a roundtrip cruise that embarks and disembarks in the United States, Guest must complete the entire cruise and disembark at the scheduled disembarkation port. Failure to do so may result in the United States Customs Service or other governmental agency imposing a fine or penalty on Carrier or Guest.

Guest acknowledges that for certain voyages, the Guest must complete the entire voyage and that failure to do so may result in a fine or other penalty being assessed by one or more governmental agencies. Guest hereby agrees to pay any such fine or penalty imposed because Guest failed to complete the entire voyage and to reimburse Carrier in the event it pays such fine or penalty.

Local cabotage laws are subject to change at any time without warning. Guest acknowledges that the Carrier and Carrier Entities are required to adhere to cabotage laws, specific to each country or port of call, in place at the time of the Sailing. Carrier and Carrier Entities will not be liable for changes that might occur due to changes in cabotage laws, including but not limited to, altering the itinerary, ports of call, and Vessel routes. Carrier reserves the right to make any changes deemed necessary to adhere to local cabotage laws, and is not liable for any costs, cancellation fees, disappointment, or other charges that Guests might incur due to these changes.

Regardless of cabotage laws, Carrier does not permit downlining under any circumstances. Downlining is joining the Sailing late or disembarking early. In the event Guest downlines against Carrier's policy, Guest will be reported to local Customs Authorities, will be required to pay any and all incurred fines and will not be eligible to receive any form of refund for the unused portion of their Cruise.

22. ENVIRONMENTAL POLICY:

Guests must adhere to Carrier's environmental requirements, policies, and practices. Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Guests will be strictly liable for any illegal dumping or pollution. Any willful or negligent act of discharging or releasing any unauthorized item overboard, without the express permission of the Master may result in a One Thousand Dollar (\$1000USD) charge, per violation, posted to Guest's shipboard account. Additionally, Guests will be charged the reimbursement cost of any unauthorized discharged property belonging to Carrier and such charge will be posted to Guest's shipboard account. Guests shall also be responsible for any fines or penalties imposed on Carrier by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's violation of Carrier's environmental policy. Violation of this policy may result in Guest's disembarkation from the Vessel. Any Guest disembarked for violating Carrier's environmental policy will be responsible for all financial charges and expenses to return home. No refund of Guest's unused Cruise Fare will be provided. Guests disembarked for violating Carrier's environmental policy will not be permitted to book with Carrier again.

23. ACCEPTED ON BOARD PAYMENT METHOD:

All charges for services and products provided on board the Vessel must be settled by a credit card acceptable to Carrier before Guest's final disembarkation from the Vessel. Cash will not be accepted. The Vessel is cash-free. Any other expenses incurred by Guest or by Carrier and/or Carrier Entities on behalf of Guest shall be payable by Guest on demand.

24. GUEST'S REIMBURSEMENT FOR FINES, EXPENSES, DEBTS AND DAMAGES:

The Guest shall be liable to and shall reimburse Carrier, Carrier Entities and/or the Master for any fines or penalties imposed on Carrier by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's negligent or intentional act or omission or Guest's failure to observe or comply with local requirements in respect of immigration, border patrol, customs and excise, agriculture, health, environment or any other government regulation whatsoever, including Guest's failure to board the ship prior to the scheduled departure time at any port, and the Guest shall be liable for any and all losses and fines caused by their actions in regards to illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways. For Guests who embark the Vessel in violation of the Ticket Contract terms, any/all resulting damages, losses, costs, expenses, credits, refunds and related claims, including without limitation those related to a deviation of the Vessel to disembark such Guests, shall be the sole responsibility of the Guest. Guest is also responsible for all costs and expenses resulting from Guest's failure to follow instructions and/or legal requirements that occur as a result of injury or illness, as set forth in Section 14.

The Guest or Guest's estate shall be liable to and shall reimburse Carrier for all deviation expenses (including loss of revenue), fines or penalties, damages to the Vessel, its furnishings, operations or equipment, or any property of Carrier caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or any minors traveling with the Guest, including discharge and release of any unauthorized item overboard, without the express permission of the ship's staff. The Guest or Guest's estate shall defend and indemnify Carrier, Carrier Entities and the Vessel, their servants and agents against liability which Carrier, Carrier Entities or the Vessel or such servants or agents may incur towards any person, company or government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or minors traveling with Guest.

Carrier, Carrier Entities and the Vessel shall have a lien upon all baggage, money and other Property whatsoever accompanying the Guest and the right to sell the same by public auction or otherwise for all sums whatsoever due from the Guest under this Ticket Contract and for the costs and expenses of enforcing such lien and such sale.

25. USE AND DISPLAY OF LIKENESS; PERSONAL DATA; PRIVACY NOTICE; PUBLIC WIRELESS SERVICES:

Guest hereby grants to Carrier and Carrier Entities, and any other person or entity Carrier or Carrier Entities may authorize, the right to photograph, film and/or record Guest and anyone and everyone in Guest's booking reservation.

Furthermore, Guest hereby grants to Carrier and Carrier Entities and its successors, affiliates, licensees, and assigns, forever and throughout the world, the right to use such photographs, film, images, tapings and/or recordings of Guest for any purpose, which include but is not limited to governmental investigations, litigation, and promotional materials. Guest agrees they will not be compensated for such use, and all rights, title, and interest therein (including all worldwide copyrights and intellectual property rights therein) shall be Carrier Entities' sole property, free from any claims by Guest or any person deriving any rights or interest from Guest in perpetuity.

Guest expressly agrees not to use any photograph, video recording or other visual or audio portrayals of Guest and/or any other Guest in combination with crew or the Vessel, or depicting the Vessel, its design or equipment or any part thereof whatsoever for any commercial purpose or in any media broadcast or for any other non-private use, without the express written consent of Carrier. Carrier may utilize closed circuit television or other surveillance means on board the Vessel.

Personal Data includes, but is not limited to, Guest's name, physical and/or mailing address, email address, date of birth, passport details, payment information, telephone numbers, photographs, information shared through the My Yacht Account portal, travel preferences, and any other information that can directly or indirectly identify the Guest ("**Personal Data**").

Collection and Use of Personal Data

Carrier and its affiliates will collect, process, store, and share Personal Data with Licensors, Service Providers, and Strategic Business Partners, including the Marriott Group as defined in Carrier's [Global Privacy Statement](#). Personal Data will be used for the purposes of providing services, enhancing Guest experiences, ensuring compliance with applicable laws, and conducting legitimate business operations.

International Transfers

Guests agree that Personal Data may be transferred, processed, and stored in jurisdictions outside of their country of residence, including the European Economic Area (EEA) and the United States. For transfers from the EEA or other regions with data protection regulations, Carrier ensures compliance with GDPR and equivalent laws by implementing appropriate safeguards, such as Standard Contractual Clauses, Binding Corporate Rules, or other mechanisms approved by data protection authorities.

Guest Rights

Guests have the following rights concerning their Personal Data, subject to applicable law:

1. **Access:** Guests may request a copy of the Personal Data Carrier has collected about them.
2. **Correction:** Guests may request correction of inaccuracies in their Personal Data.
3. **Deletion:** Guests may request the deletion of their Personal Data, subject to legal and contractual obligations.
4. **Restriction of Processing:** Guests may request the restriction of processing under specific circumstances.
5. **Objection:** Guests may object to the processing of their Personal Data, including for marketing purposes.
6. **Data Portability:** Guests may request a copy of their Personal Data in a structured, commonly used, and machine-readable format.
7. **Withdrawal of Consent:** Where processing is based on consent, Guests may withdraw their consent at any time without affecting the lawfulness of prior processing.

To exercise these rights, Guests may contact Carrier at privacy@ritz-carltonyachtcollection.com.

Complaints

Guests have the right to lodge a complaint with their local data protection authority if they believe their rights have been violated.

Sensitive Personal Data

Guests understand that certain information, such as health conditions, dietary preferences, and accessibility needs, may be categorized as sensitive under data protection laws (“**Sensitive Personal Data**”). Guests explicitly consent to the processing of such data for the purposes of providing personalized services and ensuring their safety.

Retention of Data

Carrier will retain Personal Data only for as long as necessary to fulfill the purposes outlined above, comply with legal obligations, resolve disputes, and enforce agreements. By using Carrier’s services, Guests agree to the collection, processing, and sharing of their Personal Data as described herein and in Carrier’s [Global Privacy Statement](https://www.ritzcarltonyachtcollection.com/legal/privacy-policy) (<https://www.ritzcarltonyachtcollection.com/legal/privacy-policy>).

Marriott International, Inc. and its affiliates, including Luxury Hotels Limited and The Ritz-Carlton (collectively, the “**Marriott Group**”) will collect, use and share Personal Data in accordance with its Global Privacy Statement, available at Marriott Online Privacy Policy | Hotel Privacy Policy Information. Guest acknowledges and agrees that the Marriott Group may share any Personal Data, including Personal Preferences (as that term is defined in the Marriott Group Global Privacy Statement) it has previously collected about Guest with Carrier for the purpose of providing the services described herein. Guest may at any time request access, correction or deletion of Guest Personal Data collected by the Marriott Group, or object to the use or processing of Guest’s data by emailing privacy@marriott.com, or by visiting the Marriott Individual Rights Portal. Guest can also lodge a complaint with a data protection authority at any time.

The Marriott Group, Cruise Yacht OpCo, Ltd., Next-Gen Cruises Ltd., and each of Carrier Entities are each independently responsible for Personal Data. Certain sensitive data such as health information relating to Guest’s Cruise may also be collected in accordance with applicable law. Personal Data will be transferred to the U.S. and other countries where data protection laws may differ from those of Guest’s home country.

Consistent with any communication preferences Guest may have previously provided, the Marriott Group will also send special offers or promotions by email, telephone, SMS, or mail. If Guest has any questions, concerns or would like to make a change, please send an email to privacy@marriott.com.

Consistent with any communication preferences Guest may have previously provided, Carrier will also send special offers or promotions by email, telephone, SMS, or mail. If Guest has any questions, concerns or would like to make a change, please send an email to privacy@ritz-carltonyachtcollection.com.

Carrier may, at its sole option, make wireless internet or telephone access (“**Wireless Services**”) available as a convenience; Carrier Entities accept no responsibility for non-availability or interruptions in Wireless Services. Guest agrees to use Wireless Services at Guest’s own risk; Carrier Entities shall not be liable in any manner for resulting claims (including without limitation lack of privacy), losses or damages. Using Wireless Services is public, and information sent or received is not guaranteed to be private. Guest’s

Personal Data and Personal Preferences may be available to third parties. By using Wireless Services Guest agrees that Carrier Entities, in its sole discretion or as may be required by law, may monitor, record, intercept and disclose any transmissions and may provide to others all information relating to all Wireless Services (e.g., billing, account, or use records). Guest agrees to comply with and acknowledges and accepts Carrier Entities' Terms and Conditions of Wireless Services.

26. E.U. PRIVACY STATEMENT:

For the purposes of 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 and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), and the UK Data Protection Act, 2018 (the "**Data Protection Regulations**"), Carrier and Carrier Entities are Data Controllers. In order to process your booking, Carrier and Carrier Entities need to collect certain personal details from Guests. These details will include, where applicable, the names and addresses of Guests and party members, credit/debit card or other payment details and special requirements; such as those relating to any disability or medical condition, which may affect the chosen holiday arrangements, and any dietary restrictions which may disclose Guest's religious beliefs. Carrier and Carrier Entities may also need to collect other personal details such as Guest's nationality, citizenship, gender and passport details in addition to the details mentioned above to provide to third parties in order to fulfill your holiday. Carrier and Carrier Entities need to pass on Guest's personal details to the companies and organizations that need to know them so that Guest's holiday can be provided (for example the airline, hotel, the ship operator, other supplier, credit/debit card company or bank). Carrier and Carrier Entities may also be required, either by law or by applicable third parties (such as Immigration). Such disclosures will only be made if permitted by the Data Protection Regulations or the General Data Protection Regulation (as applicable) and any associated legislation. Such companies, organizations and third parties may be outside the European Union, Norway, Iceland or Liechtenstein. If Guest's holiday is to take place or to involve suppliers outside these countries, Carrier and Carrier Entities shall take steps to ensure that your personal information is kept safe in line with The Data Protection Regulations privacy standards. All details Guests give Carrier and Carrier Entities in connection with their booking (including those relating to any disability, medical condition or religious beliefs) will be kept confidential but may be shared with third parties if necessary in order to provide services to Guest e.g. transfers through air or land ports. Guests are generally entitled to ask Carrier and Carrier Entities (by letter or e-mail) what details of theirs are being held or processed, for what purpose and to whom they may be or have been disclosed. Carrier and Carrier Entities may be entitled to charge a fee to respond to such a request. Carrier and Carrier Entities promise to respond to your request within forty (40) days of receiving Guest's written request and fee. In certain limited circumstances, Carrier and Carrier Entities are entitled to refuse Guest's request. If Guest believes that any of their personal details, which Carrier and Carrier Entities are processing, are inaccurate or incorrect please contact the Carrier and Carrier Entities immediately.

27. MARRIOTT BONVOY:

See <https://www.ritzcarltonyachtcollection.com/loyalty-terms-conditions> for the terms and conditions governing Carrier's participation in the Marriott Group's loyalty program known as Marriott Bonvoy.

28. GUEST CODE OF CONDUCT:

Guest agrees to abide by the Guest Code of Conduct available online at [ritzcarltonyachtcollection.com/guest-conduct-policy](https://www.ritzcarltonyachtcollection.com/guest-conduct-policy). Carrier reserves the right to change the Guest Code of Conduct at any time without notice. Guests disembarked for violating Carrier's Guest Code of Conduct will not be permitted to book with Carrier again.

29. ALCOHOL:

The minimum age for alcohol on board the Vessel varies by itinerary and each Guest agrees to abide by whatever alcohol age restriction is in place on the Vessel during Guest's cruise. Guest agrees not to attempt to provide or consume alcoholic beverages in violation of this policy, either for themselves or others. Guest agrees to consume alcoholic beverages only in moderation. Carrier reserves the right to refuse alcoholic beverages to any Guest. Carrier reserves the right to prohibit and retain all alcoholic beverages brought aboard the Vessel, unless brought on board as part of Carrier's wine program.

30. SMOKING/VAPING:

Guests shall observe the non-smoking areas on board the Vessel. Indoor smoking, including e-cigarettes and vapes, is permitted only in The Humidor smoking lounge. Smoking is prohibited in all other areas of the Vessel including all other public rooms, lounges, corridors, and restaurants, as well as all suites and private terraces. If smoke is detected in a suite, a cleaning fee of \$2,000USD per occurrence will be billed to Guest's account. Outdoor smoking is strictly prohibited on board the Vessel. Fines will be charged for violations of this policy. For serious violations of the non-smoking policy, more stringent consequences, including disembarkation without refund, may be ordered by the Master. Guests disembarked for violating Carrier's Smoking/Vaping policy will not be permitted to book with Carrier again.

31. NO SOLICITATION:

Guests agree that they shall not solicit Guests or others on board the Vessel for commercial purposes or advertise goods or services on board the Vessel without the prior written permission of Carrier which may be withheld or delayed in Carrier's sole and absolute discretion. Solicitation by vendors of goods and services, including, but not limited to, solicitation by travel professionals, is strictly forbidden. Guests disembarked for violating Carrier's No Solicitation policy will not be permitted to book with Carrier again.

32. NO PETS ALLOWED:

No pets or animals are permitted on board the Vessel, except as set forth in Section 20, Service Animals.

33. INDEMNIFICATION:

Guest agrees to, and shall, indemnify, defend, and hold harmless Carrier Entities for all claims, liabilities, penalties, fines, charges, damages, losses (including but not limited to any direct, indirect or consequential losses), or expenses (including but not limited to legal

costs) incurred or imposed upon Carrier, Carrier Entities or the Vessel by virtue of an act (to include a negligent act), or violation of law, by Guest.

Guests shall be responsible to Carrier and Carrier Entities for, and shall indemnify Carrier and Carrier Entities against, any and all damage to the Vessel, breakage of any fixtures on the Vessel, the rigid inflatable boats or Marina equipment, Watersports Activities equipment, and any other losses or expenses which Carrier Entities may incur arising out of Guest's presence on board or any conduct or activity undertaken by a Guest, Responsible Adult, or by any minor for who the Responsible Adult is responsible.

34. INDEPENDENT CONTRACTORS, TRAVEL PROFESSIONALS, SHORE EXPERIENCES, AND LIMITATION OF LIABILITY

Third-Party Services and Activities

For your convenience, all arrangements made for guests—including but not limited to transportation (by air, water, or ground), shore experiences, excursions, hotel accommodations, transfers, specially ticketed events, and concierge services—are provided by independent contractors. These providers are not agents, representatives, employees, or affiliates of the Carrier or Carrier Entities, nor are the Carrier or Carrier Entities agents, representatives, employees, or affiliates of these independent contractors.

Carrier and Carrier Entities do not own, operate, supervise, or control any independent contractors or their conveyances, facilities, or services. Carrier makes no warranties or representations, either express or implied, regarding the performance, safety, or suitability of such services, facilities, or activities. All such arrangements are made at the guest's sole risk, and Carrier and Carrier Entities disclaim any and all liability for acts or omissions of these independent contractors, including but not limited to negligence, gross negligence, intentional misconduct, willful disregard, or any other act or omission resulting in loss, injury, damage, or death.

Release and Broad Indemnification

By utilizing third-party services or activities, whether onboard or offboard, guests voluntarily and knowingly assume all risks and agree to fully release, defend, indemnify, and hold harmless the Carrier, Carrier Entities, their affiliates, subsidiaries, officers, directors, employees, agents, contractors, representatives, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, expenses, penalties, fines, judgments, or settlements, including but not limited to attorneys' fees and litigation costs, arising from, related to, or in connection with:

1. Personal injury, illness, emotional distress, mental suffering, psychological injury, disability, or death, whether anticipated or unanticipated.
2. Damage to, loss of, or theft of personal property.
3. Acts, omissions, or negligence (ordinary or gross) of any independent contractor or third-party provider.
4. Transportation delays, cancellations, diversions, overbookings, or other interruptions.
5. Equipment failure, accidents, or mechanical issues.
6. Conditions, defects, or maintenance of facilities or conveyances.

7. Force majeure events, including but not limited to natural disasters, pandemics, acts of terrorism, war, or civil unrest.
8. Any other cause, event, or circumstance beyond the direct control of Carrier and Carrier Entities.

This release and indemnification apply regardless of whether independent contractors or third-party providers use Carrier's logos, branding, uniforms, signage, or employees for promotional purposes. Nothing in this Ticket Contract creates a relationship of principal and agent, employer and employee, franchisor and franchisee, or joint venture between Carrier and any independent contractor.

Onboard Concessionaires

All onboard concessionaires and their employees are independent contractors engaged directly by guests. Carrier and Carrier Entities assume no liability for the actions, omissions, or negligence of such individuals or entities in providing services to guests.

Air Travel Arrangements

If Carrier facilitates air travel, it does so solely as a convenience to guests and not as an agent or principal of the airline. Guests authorize Carrier to select the airline, routing, and schedule and agree to substitutions, including chartered flights. Carrier and Carrier Entities are not liable for any airline-related issues, including delays, cancellations, overbookings, baggage damage or loss, accidents, or any other events. Guests' rights are governed exclusively by the airline's terms and conditions. Carrier's liability is limited to refunding amounts paid directly to Carrier for unused air travel, less applicable fees.

Travel Professionals

Guests acknowledge that any travel professional utilized in connection with booking their voyage acts solely as the guest's agent. Carrier and Carrier Entities are not responsible for the financial condition, integrity, representations, or conduct of such professionals, including any failure to remit payments or process refunds.

Assumption of Risk and Disclaimer

By engaging in any services or activities offered by third-party providers, guests acknowledge and agree that all risks are inherent to such services and activities and expressly waive any and all claims against the Indemnified Parties. This includes claims arising from any cause whatsoever, whether in contract, tort, strict liability, or otherwise, including but not limited to claims for punitive, exemplary, incidental, or consequential damages. This provision is intended to be as broad and inclusive as permitted by applicable law. In the event any portion of this clause is deemed unenforceable; the remaining portions shall remain in full force and effect. This release, indemnity, and waiver survive the completion, cancellation, or termination of the voyage.

35. NON-LIABILITY FOR MEDICAL TREATMENT; KNOWING ACCEPTANCE OF THE RISKS:

GUEST RECOGNIZES AND ACCEPTS THAT CARRIER AND CARRIER ENTITIES ARE NOT IN THE BUSINESS OF PROVIDING MEDICAL SERVICES AND/OR OPERATING MEDICAL FACILITIES.

ANY MEDICAL PERSONNEL ON BOARD THE VESSEL ARE PROVIDED AS INDEPENDENT CONTRACTORS SOLELY FOR THE CONVENIENCE OF GUEST AND THEY ARE NOT SERVANTS, AGENTS, OR REPRESENTATIVES OF CARRIER OR CARRIER ENTITIES. NEITHER CARRIER NOR CARRIER ENTITIES CONTROL THE MEDICAL SERVICES AND DO NOT UNDERTAKE TO SUPERVISE ANY CARE OR TREATMENT PROVIDED BY MEDICAL PROFESSIONALS ABOARD THE VESSEL. ALTHOUGH CARRIER SHALL BE ENTITLED TO CHARGE A FEE FOR ARRANGING SUCH SERVICES, ALL SUCH PERSONS OR ENTITIES PROVIDING MEDICAL SERVICES SHALL BE DEEMED INDEPENDENT CONTRACTORS AND NOT ACTING AS AGENTS OR REPRESENTATIVES OF CARRIER OR CARRIER ENTITIES. NEITHER CARRIER NOR CARRIER ENTITIES MAKE ANY WARRANTY AS TO THE QUALITY OF MEDICAL SERVICES. NEITHER CARRIER NOR CARRIER ENTITIES SHALL BE LIABLE FOR ANY DEATH, PERSONAL INJURY, ILLNESS, EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY CAUSED BY REASON OF ANY TREATMENT, DIAGNOSIS, ADVICE, EXAMINATION, PRESCRIPTION OR OTHER SERVICE PROVIDED BY SUCH MEDICAL PERSONNEL, OR, BY THE FAILURE OF SUCH MEDICAL PERSONNEL TO PROVIDE ANY TREATMENT, DIAGNOSIS, ADVICE, EXAMINATION, PRESCRIPTION OR OTHER SERVICE.

Guest hereby consents to treatment by the Vessel's Physician or other medical personnel, if any, or by a physician designated by Carrier, if subsequent to the Sailing Date Guest is unable to request or authorize such treatment, and in the opinion of the Vessel's Physician, or any Vessel officer in the Physician's absence, needs medical attention.

Guest shall be charged for medical services and for medications and supplies used for their medical treatment. Guest acknowledges that their own health insurance will not cover or be applicable to any medical services received on board and that such charges may not be eligible for reimbursement from Guest's own insurance. Carrier strongly encourages all Guests to obtain travel insurance prior to the Cruise that can help offset such medical expenses. Guest shall also be responsible for the payment of any medical expenses.

36. LIMITATIONS AND DISCLAIMERS OF LIABILITY:

THE CARRIER AND THE GUEST HEREBY AGREE THERE IS NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE FITNESS, SEAWORTHINESS, OR CONDITION OF THE VESSEL OR ANY PERSON ON BOARD, OR ANY FOOD, DRINK, MEDICINE, OR PROVISIONS SUPPLIED ON BOARD THE VESSEL. THE GUEST ACKNOWLEDGES THAT THE CARRIER IS NOT AN INSURER OF HIS OR HER SAFETY DURING THE COURSE OF THE VOYAGE, AND THE GUEST AGREES THAT THE CARRIER SHALL NOT BE LIABLE IN ANY CIRCUMSTANCES FOR ANY INCIDENT OR INJURY ARISING FROM EVENTS OCCURRING OUTSIDE OF THE GUEST AREAS OF THE VESSEL OR OUTSIDE OF THE VESSEL ITSELF, INCLUDING BUT NOT LIMITED TO THOSE EVENTS OCCURRING ASHORE (INCLUDING SHORE EXCURSIONS), ON TENDERS NOT OWNED OR OPERATED BY THE CARRIER, ON OR RESULTING FROM EQUIPMENT NOT A PART OF THE VESSEL, OR UPON DOCKS AND/OR PIERS, OR INVOLVING PERSONS EMPLOYED ON BOARD THE VESSEL ACTING OUTSIDE THE COURSE AND SCOPE OF EMPLOYMENT, OR INVOLVING SPREAD OR OUTBREAK OF DISEASE.

THE CARRIER DISCLAIMS ALL LIABILITY TO THE GUEST FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND NOT

RESULTING FROM A PHYSICAL INJURY TO THAT GUEST, NOR FROM THAT GUEST HAVING BEEN AT RISK OF ACTUAL PHYSICAL INJURY, NOR INTENTIONALLY INFLICTED BY THE CARRIER.

ON INTERNATIONAL CRUISES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT ANY U.S. PORT AND WHERE THE GUEST COMMENCES THE CRUISE BY EMBARKATION OR DISEMBARKS AT THE END OF THE CRUISE IN A PORT OF A EUROPEAN MEMBER STATE AND GUEST IS AN E.U. CITIZEN, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR LOSS OF OR DAMAGE TO LUGGAGE, DEATH AND/OR PERSONAL INJURY AS PROVIDED UNDER EU REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO GUESTS IN THE EVENT OF ACCIDENTS. UNLESS THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, WHICH IS DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY THE REGULATION), CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") PER GUEST (APPROXIMATELY U.S. \$570,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) IF THE GUEST PROVES THAT THE INCIDENT WAS A RESULT OF CARRIER'S FAULT OR NEGLIGENCE. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER GUEST (APPROXIMATELY U.S. \$355,000, 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 (APPROXIMATELY U.S. \$570,000) PER GUEST UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, CARRIER'S LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NON-SHIPPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS (APPROXIMATELY U.S. \$355,000) PER GUEST OR 340 MILLION SDRS (APPROXIMATELY U.S. \$483 MILLION) PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY EU REGULATION 392/2009.

IN ADDITION, GUESTS EMBARKING A CRUISE IN A EUROPEAN MEMBER STATE PORT ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010.

ON ALL OTHER INTERNATIONAL CRUISES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT ANY U.S. PORT OR EUROPEAN MEMBER STATE, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH AND/OR PERSONAL INJURY AS PROVIDED IN THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974 AND THE PROTOCOL OF 2002 TO THAT CONVENTION (TOGETHER, THE "**ATHENS CONVENTION**") ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. THE ATHENS CONVENTION LIMITS THE CARRIER'S LIABILITY FOR DEATH OF OR PERSONAL INJURY TO A GUEST TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("**SDR**") PER GUEST (APPROXIMATELY U.S. \$570,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL). LIABILITY OF THE CARRIER FOR LOSS OF OR DAMAGE TO GUEST'S LUGGAGE OR OTHER PROPERTY SHALL

NOT EXCEED 2,250 SDR (APPROXIMATELY U.S. \$3,200 WHICH FLUCTUATES, DEPENDING ON A DAILY EXCHANGE RATE AS PRINTED IN THE WALL STREET JOURNAL) PER GUEST UNDER THE ATHENS CONVENTION. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, 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 ATHENS CONVENTION), CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$345,000). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$570,000) UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, CARRIER'S LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NONSHIPPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$357,000) OR 340 MILLION SDRS (APPROXIMATELY U.S. \$486,200,000) PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY THE ATHENS CONVENTION. ONLY APPLICABILITY AND THE LIABILITY LIMITS PROVISIONS OF THE ATHENS CONVENTION SHALL APPLY TO CLAIMS ARISING UNDER THIS SECTION, WITH SECTION 39 OF THIS TICKET CONTRACT DETERMINING THE VENUE AND CHOICE OF LAW APPLICATION AND SECTION 38 OF THIS CONTRACT DETERMINING TIME LIMITATIONS OF ACTIONS, ARBITRATION, AND WAIVER OF CLASS ACTION RIGHT. THE PARTIES DO NOT INTEND TO INCORPORATE ANY PROVISION FROM THE ATHENS CONVENTION OTHER THAN WHAT IS EXPLICITLY STATED HEREIN.

IN ADDITION, AND ON ALL OTHER CRUISES OR IN THE EVENT OF THE INAPPLICABILITY OF THE FOREGOING LIMITATIONS, CARRIER AND THE VESSEL SHALL HAVE THE BENEFIT OF ANY STATUTORY LIMITATION OF LIABILITY OR EXONERATION OF LIABILITY AVAILABLE IN THE APPLICABLE FORUM, OR UNDER ANY APPLICABLE NATIONAL OR INTERNATIONAL LAW, INCLUDING, BUT NOT LIMITED TO, 46 U.S.C. §§ 30501 THROUGH 30509 AND 30511.

CARRIER IS NOT RESPONSIBLE FOR (A) GUEST'S USE OF ANY ATHLETIC, WATERSPORTS OR RECREATIONAL EQUIPMENT OR ATTRACTIONS; (B) FOR THE NEGLIGENCE OR WRONGDOING OF ANY INDEPENDENT CONTRACTORS, INCLUDING BUT NOT LIMITED TO SHORE EXCURSION OPERATORS, PHOTOGRAPHERS, SPA PERSONNEL OR ENTERTAINERS; AND (C) FOR EVENTS TAKING PLACE OFF THE CARRIER'S VESSELS, LAUNCHES, TENDERS OR TRANSPORTS, OR AS PART OF ANY SHORE EXCURSION, TOUR OR ACTIVITY. GUEST AGREES TO SOLELY ASSUME THE RISK OF INJURY, DEATH, ILLNESS OR ANY OTHER LOSS ARISING OUT OF OR RELATING TO THE AFOREMENTIONED AND FULLY RELEASES AND DISCHARGES CARRIER.

CARRIER ASSERTS AND HEREBY PLACES THE GUEST ON NOTICE OF ITS INTENT TO UTILIZE THE IMMUNITY FOR BUSINESS ENTITIES AGAINST LIABILITY FOR ANY COVID-19 RELATED CLAIM AS PROVIDED FOR IN FLORIDA STATUTES §§ 768.38 AND 768.381.

37. PROPERTY, BAGGAGE, VALUABLES AND OTHER POSSESSIONS:

Guests may bring a reasonable amount of clothing and personal effects on the Vessel without charge. Guests are encouraged to check with their airline regarding any additional restrictions. Guests participating in any overnight excursion that requires air travel are subject to any Baggage charges as set forth by the individual airlines. All Baggage must be securely packed and clearly labeled with Guest's full name, the name of the Vessel, the suite number of Guest, and the Sailing Date of the Vessel and include the luggage tag provided by Carrier.

Guests must personally carry any Baggage containing fragile items and valuables, including, but not limited to, jewelry, watches, money, precious stones and metals, securities, checks, wines, other financial instruments and/or tickets, personal electronic devices, and medication, at all times during transit, including on and off the Vessel. Baggage shall remain the personal responsibility of Guest at all times. Carrier Entities are not responsible for loss of or damage to any such items including those stored in the suite safe.

Any liquid, perishable or other sensitive articles not suitably packed are transported at Guest's own risk. Weapons, ammunition, explosives, flammable materials, and substances that are hazardous, disabling, or illegal, non-prescription controlled substances or any other item that in the opinion of the Master of the Vessel is considered dangerous, including cannabis of any kind whether or not prescribed by a physician, are strictly prohibited aboard the Vessel. Examples of dangerous items include, but are not limited to, firearms, stun guns, swords, ice picks, knives, or drones. Any such items shall be surrendered to the Master at embarkation and may be disposed of at the sole discretion of the Master.

GUEST AND CARRIER AGREE AND STIPULATE THAT THE TOTAL AND AGGREGATE VALUE OF ALL GUEST'S PROPERTY AND BAGGAGE LAWFULLY BROUGHT ON BOARD THE VESSEL BY THE GUEST, WHICH SHALL INCLUDE BUT NOT LIMITED TO PHOTOGRAPHIC EQUIPMENT, JEWELRY, WATCHES, CELL PHONES, CLOTHING AND CASH, DOES NOT EXCEED \$1000USD PER GUEST. CARRIER AND CARRIER ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF OR DAMAGE TO GUEST'S PROPERTY WHATSOEVER, PROVIDED, HOWEVER, CARRIER MAY BE RESPONSIBLE AND LIABLE FOR LOSS OR DAMAGE DIRECTLY CAUSED BY THE NEGLIGENCE OF CARRIER OR THEIR EMPLOYEES ACTING IN THE COURSE AND SCOPE OF EMPLOYMENT. IN NO EVENT SHALL CARRIER BE LIABLE FOR NORMAL WEAR OR TEAR OF THE GUEST'S PROPERTY OR BAGGAGE. CARRIER'S LIABILITY FOR LOSS OF OR DAMAGE TO PROPERTY OF ANY GUEST IS LIMITED TO THE AMOUNT OF \$1000USD PER GUEST PER CRUISE, UNLESS PRIOR TO THE SAILING DATE, GUEST DECLARES THE TRUE VALUE OF THE PROPERTY BY ADVISING CARRIER'S SPECIAL SERVICES DEPARTMENT AT SPECIAL.SERVICES@RITZ-CARLTONYACHTCOLLECTION.COM IN WRITING OF SUCH TRUE VALUE AND PAYS A FEE TO CARRIER EQUAL TO 5% OF THE DECLARED VALUE OF THE PROPERTY, UP TO A MAXIMUM OF \$5,000USD. LIABILITY WILL, IN THIS EVENT, BE LIMITED TO THE ACTUAL DAMAGE SUSTAINED UP TO, BUT NOT EXCEEDING, THE TRUE VALUE DECLARED, BUT IN NO EVENT AND UNDER NO CIRCUMSTANCE WILL CARRIER'S TOTAL LIABILITY FOR THE TRUE DECLARED VALUE OF THE PROPERTY EXCEED \$5,000USD. IF A GUEST TRAVELS BY AIR OR OTHER TRANSPORTATION, THE TERMS AND CONDITIONS OF THE AIRLINE OR OTHER TRANSPORTATION PROVIDER APPLY TO GUEST'S CARRIAGE ON THOSE CONVEYANCES, AND CARRIER ENTITIES SHALL NOT HAVE ANY LIABILITY FOR LOSS OR

DAMAGE TO PROPERTY INCLUDING BAGGAGE, VALUABLES AND OTHER PERSONAL BELONGINGS ARISING OUT OF, OR RELATED TO, SUCH AIR OR OTHER TRAVEL.

Carrier provides an in-suite personal safe for Guests convenience. Carrier Entities' maximum liability, if any, with respect to Carrier's safekeeping of valuables or Guests use of in-suite personal safe is as set forth in this Section 37.

If Carrier makes any settlements, it will be made on the basis of actual cash value (replacement cost, less depreciation) up to a maximum of \$1000USD. Claims for damaged Property will be settled on the basis of the cost of repair subject to the liability limits set forth in this Section 37. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as applicable, arising from the loss or damage provided to Carrier Entities. Liability of Carrier Entities, if any, must also be established before any settlement will be paid.

Guests are responsible for their own personal belongings in public areas and lounges, whether on board the Vessel or elsewhere. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not the responsibility of Carrier Entities and are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, acts of God, or any other event of force majeure (see Section 41) are not reimbursable. Guest shall be responsible for any cost incurred by Carrier in returning any lost personal belongings to Guest.

THE TERM "BAGGAGE" AS ALSO OUTLINED IN THE DEFINITIONS AND ABOVE, INCLUDES SUITCASES, VALISES, SATCHELS, BAGS, HANGERS OR BUNDLES AND THEIR CONTENTS CONSISTING OF CLOTHING, CLOTHING ACCESSORIES, TOILET ARTICLES, AND SIMILAR PERSONAL EFFECTS, INCLUDING ALL OTHER PERSONAL PROPERTY OF THE GUEST NOT IN A CONTAINER. THE CARRIER DOES NOT UNDERTAKE TO CARRY AS BAGGAGE ANY TOOLS OF TRADE, HOUSEHOLD GOODS, FRAGILE OR VALUABLE ITEMS, PRECIOUS METALS, JEWELRY, DOCUMENTS, NEGOTIABLE INSTRUMENTS, OR OTHER VALUABLES, INCLUDING BUT NOT LIMITED TO THOSE SPECIFIED IN 46 U.S.C. § 30503. THE GUEST WARRANTS THAT NO SUCH ITEMS WILL BE PRESENTED TO THE CARRIER WITHIN ANY RECEPTACLE OR CONTAINER AS BAGGAGE, AND HEREBY RELEASES THE CARRIER FROM ALL LIABILITY WHATSOEVER FOR LOSS OF OR DAMAGE TO SUCH ITEMS WHEN PRESENTED TO THE CARRIER IN BREACH OF THIS WARRANTY. THE GUEST FURTHER WARRANTS THAT HE OR SHE HAS NOT CARRIED ONTO THE VESSEL ANY GOODS OR ARTICLES FOR PURPOSES OF TRADE OR COMMERCE, NOR CONTRABAND, NOR GOODS OR ARTICLES WHICH OTHERWISE MAY VIOLATE THE CUSTOMS LAWS OF THE COUNTRY FROM WHICH THE VESSEL EMBARKS, DISEMBARKS, OR OF ANY OTHER PORT STATE VISITED BY THE VESSEL DURING THE COURSE OF THE VOYAGE, AND THE GUEST AGREES TO INDEMNIFY THE CARRIER FOR ANY FINES, DUTIES, TAXES, OR OTHER PENALTIES THAT MAY BE INCURRED AS A RESULT OF ANY ITEM BROUGHT ON BOARD BY THE GUEST. THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY PERISHABLE ITEMS, DENTURES AND/OR OTHER DENTAL DEVICES, OPTICAL DEVICES (INCLUDING CONTACT LENSES), MEDICATIONS, CAMERAS, RECREATIONAL AND/OR SPORTING EQUIPMENT, JEWELRY, CELL PHONES, CLOTHING, ELECTRONIC DEVICES, CASH, SECURITIES OR OTHER NEGOTIABLE INSTRUMENTS UNDER ANY CIRCUMSTANCES WHATSOEVER, WHETHER CARRIED WITHIN THE GUEST'S BAGGAGE OR OTHERWISE.

THE GUEST AGREES THAT ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL APPLY TO ALL VALUABLES STORED OR ACCEPTED FOR STORAGE BY THE CARRIER, INCLUDING VALUABLES STORED WITH THE CARRIER IN SAFETY DEPOSIT BOXES OR SECURITY ENVELOPES. THE CARRIER CANNOT ACCEPT RESPONSIBILITY FOR, AND IN NO EVENT SHALL BE LIABLE FOR, THE LOSS OF OR DAMAGE TO VALUABLES OR OTHER ARTICLES LEFT IN SUITES, AND IN NO EVENT SHALL THE CARRIER BE LIABLE FOR LOSS OF OR DAMAGE TO PROPERTY OF ANY KIND NOT SHOWN BY THE GUEST TO HAVE OCCURRED WHILE SAID PROPERTY WAS IN THE CARRIER'S ACTUAL CUSTODY.

THE GUEST AGREES TO PROMPTLY REPORT ANY LOSS OF OR DAMAGE TO BAGGAGE DURING LOADING OR DISEMBARKING, TO THE CARRIER'S PERSONNEL, PRIOR TO DEBARKING THE CUSTOMS AREA; THE CARRIER SHALL NOT BE RESPONSIBLE FOR ANY SUCH LOSS OR DAMAGE WHICH IS NOT SO REPORTED. LIABILITY, IF ANY, FOR LOSS OR DAMAGE TO BAGGAGE OCCURRING ELSEWHERE THAN ON BOARD THE VESSEL IN CONNECTION WITH AIR, CAR, MOTOR COACH, GROUND TRANSFERS, PORTERS, STEVEDORES AND/OR HOTELS SHALL REST SOLELY WITH THE PERSON OR ENTITY PROVIDING SUCH SERVICES AND THE GUEST AGREES THAT THE CARRIER DOES NOT GUARANTEE THE PERFORMANCE OF SUCH SERVICES AND SHALL NOT BE LIABLE IN ANY RESPECT OR CAPACITY FOR ANY SUCH LOSS OR DAMAGE.

38. TIME LIMITATIONS OF ACTIONS; ARBITRATION; WAIVER OF CLASS ACTION RIGHT:

SUITS FOR INJURY OR DEATH: THE GUEST AGREES THAT NO SUIT, WHETHER BROUGHT IN REM OR IN PERSONAM, SHALL BE MAINTAINED AGAINST THE CARRIER FOR EMOTIONAL OR PHYSICAL INJURY, ILLNESS OR DEATH OF GUEST UNLESS WRITTEN NOTICE OF THE CLAIM, INCLUDING A COMPLETE FACTUAL ACCOUNT OF THE BASIS OF SUCH CLAIM, IS DELIVERED TO THE CARRIER WITHIN 185 CALENDAR DAYS FROM THE DATE OF THE INCIDENT GIVING RISE TO SUCH INJURY, ILLNESS OR DEATH; AND NO SUIT SHALL BE MAINTAINABLE UNLESS COMMENCED WITHIN ONE (1) YEAR FROM THE DAY OF THE INCIDENT GIVING RISE TO SUCH INJURY, ILLNESS OR DEATH, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

OTHER SUITS: ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A GUEST, WHETHER BROUGHT IN PERSONAM OR IN REM OR BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR GUEST'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, BETWEEN THE GUEST AND CARRIER, WITH THE SOLE EXCEPTION OF CLAIMS BROUGHT AND LITIGATED IN SMALL CLAIMS COURT, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("**THE CONVENTION**") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("**FAA**") SOLELY IN BROWARD COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. GUEST HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH

ARBITRATION PROCEEDING IN BROWARD COUNTY, FLORIDA. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION (“NAM”) UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE IN EFFECT AT THE TIME OF FILING THE DISPUTE WITH NAM, WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. NAM CAN BE CONTACTED AT 800-358-2550, ATTENTION COMMERCIAL CLAIMS DEPT., 990 STEWART AVENUE, FIRST FLOOR, GARDEN CITY, NY 11530, TO RESPOND TO ANY QUESTIONS REGARDING THE ARBITRATION PROCESS, AS WELL AS TO REQUEST A COPY OF NAM’S CURRENT COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. CARRIER AND GUEST FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE GUEST ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF SECTION 39 GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS SECTION. IN ANY EVENT, NO CLAIM DESCRIBED IN THIS SECTION MAY BE BROUGHT AGAINST CARRIER UNLESS WRITTEN NOTICE GIVING FULL PARTICULARS OF THE CLAIM IS DELIVERED TO THE CARRIER WITHIN THIRTY (30) DAYS OF TERMINATION OF THE CRUISE AND LEGAL ACTION ON SUCH CLAIM IS COMMENCED WITHIN SIX (6) MONTHS FROM THE DATE THE CLAIM AROSE, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

GUEST WAIVES RIGHT TO CLASS ACTION RELIEF: THIS TICKET CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST’S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST’S CLAIM IS SUBJECT TO ARBITRATION SECTION 38, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 38, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION. *This provision does not apply to Australian Guests or affect applicable rights under Australian consumer law.

IN REM WAIVER: IN THE EVENT OF A MARITIME TORT, APPLICABLE LAW MAY PROVIDE 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 CARRIER’S VESSELS TO ESTABLISH JURISDICTION. GUESTS HEREBY WAIVE ANY RIGHT THEY MAY

HAVE 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 CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

39. VENUE AND GOVERNING LAW:

EXCEPT AS OTHERWISE SPECIFIED HEREIN, ANY AND ALL DISPUTES WHATSOEVER ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE GUEST'S CRUISE, AS WELL AS THE INTERPRETATION, APPLICABILITY, AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED EXCLUSIVELY BY THE GENERAL MARITIME LAW OF THE UNITED STATES, WHICH SHALL INCLUDE THE DEATH ON THE HIGH SEAS ACT (46 USCS § 30302) WITHOUT REGARD TO CHOICE OF LAW RULES, WHICH REPLACES, SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY STATE OR NATION TO THE CONTRARY. IT IS HEREBY AGREED THAT ANY AND ALL CLAIMS, DISPUTES OR CONTROVERSIES WHATSOEVER ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS CONTRACT OR THE GUEST'S VOYAGE, INCLUDING ANY ACTIVITIES ON OR OFF THE VESSEL OR TRANSPORTATION FURNISHED THEREWITH, WITH THE SOLE EXCEPTION OF CLAIMS SUBJECT TO BINDING ARBITRATION UNDER SECTION 38, SHALL BE COMMENCED, FILED AND LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN FORT LAUDERDALE, FLORIDA, U.S.A., OR AS TO THOSE LAWSUITS FOR WHICH THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LACKS SUBJECT MATTER JURISDICTION, BEFORE A COURT OF COMPETENT JURISDICTION IN BROWARD COUNTY, FLORIDA, U.S.A., TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTRY, STATE, CITY OR COUNTY WHERE SUIT MIGHT OTHERWISE BE BROUGHT.

40. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED:

CARRIER ENTITIES DO NOT EXPRESSLY OR IMPLIEDLY WARRANT, AND SPECIFICALLY DISCLAIM ANY WARRANTY AS TO, (A) THE FITNESS, CONDITION OR SEAWORTHINESS OF THE VESSEL AND (B) THE FITNESS, CONDITION OR MERCHANTABILITY OF ANY FOOD OR DRINK PROVIDED ON BOARD THE VESSEL. CARRIER ENTITIES SHALL NOT BE STRICTLY LIABLE IN TORT FOR ANY DEFECT, LACK OF FITNESS, IMPURITY OR CONTAMINATION OF ANY FOOD OR DRINK PROVIDED ON BOARD THE VESSEL. CARRIER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

41. FORCE MAJEURE:

Except as provided herein, Carrier Entities shall not be liable in any way to Guest for death, injury, illness, damage, delay, cancellations or other loss or detriment to person or property or for Carrier Entities' failure to commence, perform and/or complete any duty owed to Guest if such death, injury, illness, damage, delay or other loss or detriment to person or property is caused by an Act of God, war or warlike operations, terrorist activities, civil commotions, breakdown, labor difficulties or disputes (whether or not Carrier is a party thereto), strikes, lockouts, medical or health epidemic, outbreaks of illness, pandemic, 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, fire, earthquakes, flood, vandalism, destructive acts of government, mechanical failure of the Vessel, piracy, perils of navigation, perils of the sea or any other cause whatsoever beyond the control of Carrier Entities.

42. NO GENERAL AVERAGE:

Guests shall neither pay nor receive any general average contribution with respect to any property.

43. INTERPRETATION AND SEVERABILITY:

Should any provision of this Ticket 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 the Ticket Contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of the Ticket 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 gender, and references to the singular shall include the plural and vice versa. In the event of conflict between the provisions of this Ticket Contract, the Booking Terms and Conditions, the Terms and Conditions contained on Carrier's website, the terms of any Carrier advertisement or offer, and the oral representations of any Carrier representative, the provisions of this Ticket Contract shall control.

44. DIGITAL SIGNATURE PROVISIONS:

Guests represents and warrants that Guest has the legal right, power, and authority to agree to these terms of use on behalf of him/herself and everyone in the reservation/booking. Guest further agrees that by clicking on any links presented constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA"). Guest further acknowledges and agrees that this Ticket Contract is an electronic record for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable.

45. WRITTEN NOTICES:

Except as otherwise expressly provided in this Ticket Contract, all written notices required by the Ticket Contract must be mailed, postage prepaid, to:

The Ritz-Carlton Yacht Collection
100 NE Third Ave
Suite 300, Attn: General Counsel, Legal Department
Fort Lauderdale, FL 33301
With a copy to: legal@ritz-carltonyachtcollection.com

46. FOR PROFIT ENTITY:

Notwithstanding that Carrier, at the Guest's option, facilitates air transportation, hotel accommodations, ground transfers, shore excursions, and other services with independent suppliers of the services, it should be understood that Carrier, being a **"For Profit Entity"**, earns a fee on the sale of optional services.

More information <https://www.ritzcarltonyachtcollection.com/legal/ticket-contract>

