

PASSENGER TICKET CONTRACT

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND THE CARRIER WHICH GOVERN YOUR CRUISE TOUR. THIS PASSENGER TICKET CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION AS WELL AS LIMITATIONS OF LIABILITY FOR CLAIMS, INCLUDING FOR INJURY, ILLNESS, DEATH, BAGGAGE AND PERSONAL PROPERTY AND DESIGNATED FORUM AND APPLICABLE LAW. PLEASE READ ALL OF THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS CAREFULLY. UPON RECEIPT OF YOUR DEPOSIT, FULL PAYMENT, OR A CONFIRMATION LETTER OR FINAL INVOICE FOR YOUR CRUISE TOUR, WHICHEVER OCCURS FIRST, BOTH THE PASSENGER AND THE CARRIER WILL BE FULLY BOUND BY ALL OF THE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS WHICH FOLLOW. VACATION PROTECTION INSURANCE COVERAGE AND TRIP CANCELLATION INSURANCE ARE STRONGLY RECOMMENDED.

1. DEFINITIONS.

- a. The words “**you**”, “**your**”, “**guest**” and “**Passenger**” mean all persons, including minors, traveling under this Passenger ticket contract and each person’s heirs and personal representatives. Your acceptance of this Passenger ticket contract represents your acknowledgment and acceptance of these Passenger ticket contract for you and for all other persons traveling under this Passenger ticket contract, all of whom accept and agree to all the conditions of carriage either written here or which we may separately notify you of in writing.
- b. The words “**we**”, “**us**”, “**our**” and “**Carrier**” means the operator of the specific ship for your cruise tour which will be either Viking River Tours LTD, Viking Ocean Cruises LTD , Viking Ocean Cruises II LTD, or Viking Cruises USA LTD, each a corporation organised and existing in current good standing pursuant to the laws of Bermuda, which words also include the Owner, Charterer, Operator, Manager, and their respective Agents, Servants and Employees and the Ship itself, and except as specifically noted below, Independent Contractors (including Caterer and Concessionaires).
- c. The word “**Ship**” means the vessel chartered, operated, or provided by us as the Carrier on which you, as our Passenger, will be traveling.
- d. The word “**Master**” means the Captain of the Ship or any person who acts under his authority.
- e. The term “**Cruise Fare**” means the total amount we charge in our invoice and which is paid as cruise tour fare and for those additional facilities and services added to the cruise tour, but excludes Optional Facilities, Services Fees and/or personal charges. Gratuities for your Viking Program Director, onboard staff, motor coach and Viking tour escorts are included in your Ocean and Portugal cruise fare. Gratuities for local city guides are not included in your Ocean and Portugal cruise fare. Gratuities for Viking Program Director and staff are included in your River Cruise fare. Gratuities for local guides, bus drivers and Viking tour escorts are not included in your River Cruise fare. Additional tipping is at the Guest’s discretion. The term “**Full Fare**” is defined as

the full combined Cruise Fare, plus land or air component purchased from Carrier and excluding Optional Shore Excursions.

- f. The terms “**Optional Facilities**” and “**Services Fees**” mean all fees and charges which you voluntarily incur for items which may include, but are not limited to travel insurance coverage and visas, which are considered earned as those facilities and services are provided either by the Carrier or by third party providers. The term “**Optional Shore Excursion**” means those excursions that are not included in the initial cruise tour package but added and paid for by you prior to or during the cruise tour.
- g. The term “**Prepaid Charges**” means that separate amount paid by you to cover the cost of authorised government fees and charges concerning the specific itinerary of your cruise tour. Any increase or decrease of authorised government fees and charges may be made the subject of an adjustment to prepaid charges, at our discretion.
- h. The term “**Cabin Baggage**” means all baggage allowed aboard the Vessel and placed in your cabin according to this Passenger ticket contract. “**Other Baggage**” means any of your baggage or other personal property which has been stored in the Vessel’s baggage room, holds or safe against a receipt at your request.
- i. The term “**Cabin**” or “**Stateroom**” means those accommodations as provided on your Confirmation and Cruise Vacation Plan.
- j. The term “**Cruise**” or “**Cruise Tour**” means the cruise on the Vessel plus any land tour component, and all product, excursions or tours purchased through Carrier.
- k. The term “**Expedition Cruise**” means those cruises offered by Viking Expedition Ltd. and which may involve travel to remote locales, including, but not limited to, the Arctic or Antarctic regions.
- l. The term “**Fit to Travel letter**” means a personal medical questionnaire to be completed by both the Passenger and a qualified medical advisor in a form as prescribed by us and which may be required to be submitted to us and updated according to the terms and conditions herein.

2. IDENTIFICATION. Your name and the names of all Passengers in your party, the name of the Ship, the sailing date, your accommodations, the date of issuance of this Passenger ticket contract, your total Cruise Fare and all ports, including embarkation and final destination are as specified on the invoice and itinerary issued as part of these Passenger Ticket Terms and Conditions.

3. CRUISE FARE. Upon receipt of payment of the total Cruise Fare we agree to transport you from your port of embarkation to the point of final destination according to all of the terms, conditions, limitation and exceptions contained in this Passenger ticket contract. The Cruise Fare paid by you covers all normal shipboard services, meals, accommodations, facilities and included shore excursions. Optional Facilities, Optional Shore Excursions, and services may be added by agreement subject to this Passenger ticket

contract regarding our liability. You embark when you arrive on the Ship at the start of your cruise, and you disembark when you depart the Ship at the end of your cruise.

4. CARRIER'S RIGHTS AND DISCRETION. The Master of the Ship is authorized to 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 Ship. Carrier reserves the right at any time, without notice, to cancel any cruise, change or postpone the date or time of sailing or arrival, change your port of embarkation or disembarkation, provide a different Cabin than the one initially assigned, modify or omit any activity on or off the ship, shorten or lengthen the cruise; change, add or omit ports of call, substitute the Ship or provide for alternate transportation, render assistance to preserve life or property if conditions of any nature are deemed in good faith by the Carrier to require such action or prevent the Ship from maintaining its scheduled itinerary. The Ship, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and/or deviate from or change the advertised or intended route at any stage of the voyage and may proceed to and stay at any place whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, Passengers, or members of the Ship's company, for this, or any prior or subsequent voyage and/or for any purpose whatsoever that we, as Carrier, or the Master may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above-mentioned provisions are not to be considered as restricted by any words of this Passenger Ticket Contract. The Ship may adjust compass, drydock or go on ways before or after commencement of the voyage and may sail without pilots, tow or be towed, and assist vessels in all situations. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, surf, shallow or high waters, insurrections, disturbances on board or ashore, restraint of any governmental authority, breakdown of the Ship, congestion, docking difficulties or any other cause whatsoever, or if we, as Carrier, or the Master of the Ship consider that for any reason whatsoever beyond the control of the Carrier, proceeding to, attempting to enter, or entering or remaining at any port may expose the Ship or any person to risk of loss or damage, or be likely to delay the Ship, we may deviate from the scheduled cruise tour or may provide alternate transportation to some or all of the ports and destinations, and you and your baggage may be landed at any port or place at which the Ship may call, in which event our responsibility shall cease and this Passenger Ticket Contract shall be deemed to have been fully performed, or if you have not embarked, we may cancel the proposed cruise tour.

If we are required to do any of these things, we will be responsible to you as follows without any further liability for refund, payment or compensation of any kind:

- a. If we cancel the cruise tour before it has started, we will refund the Cruise Fare that we have actually received or provide another substitute cruise tour.
- b. If the scheduled sailing date or time is delayed and as a result of that delay you are not otherwise accommodated on board the Ship, we may arrange shoreside accommodations and food at no additional expense to you for the duration of the delay.
- c. If your scheduled port of embarkation or disembarkation is changed, we will arrange transportation to the new port from the originally scheduled port.

- d. If any governmental agency publishes an informative announcement regarding travel conditions in or to a specific country or location included in the scheduled itinerary, we reserve the right to operate the cruise tour as scheduled or change the itinerary; alternatively, we reserve the right to cancel the cruise tour and return all monies paid.
- e. If the cruise tour is shortened or terminated, we will, at our option, either make a proportionate refund of the Cruise Fare or we will transfer you to another ship or your port of disembarkation by other means. If the scheduled length of the cruise tour is increased, you will have no responsibility for the cost of any additional Cruise Fare and we will have no responsibility to pay or compensate you in any manner, including consequential damages. In either of the above circumstances, our responsibility ends once we return you to the point of origination as booked and ticketed by us.
- f. If we change your Cabin to one of lesser cost, we will refund to you the difference in the cost between the Cabin you paid for and the new one.

5. USE OF TRAVEL AGENT; NON-TRANSFERABILITY; PAYMENT; CANCELLATION FEES.

- a. Travel Agents. Your travel agent acts solely for you as your agent, and not as agent for Carrier, in making the arrangements for the cruise or cruise tour and any related transportation, lodging or activities.
- b. Non-Transferability. The itinerary, invoice and these Passenger Ticket Contract are not transferable or assignable by you and is valid only on the Ship and for the cruise tour shown hereon.
- c. Payment. The schedule of payments is based upon the marketing promotion for which your booking was made. Please refer to your invoice for payment terms. No reservations will be issued on a binding basis, nor travel on a cruise tour permitted, unless we as the Carrier, or our representative receive the required payments. We reserve all rights concerning the pricing and payment for all cruise tours and Cruise Fares. Cruise Fares together with prepaid charges and Optional Facilities and Service Fees incurred are agreed as fully earned and must be otherwise paid by the scheduled departure date and will not be refunded in whole or in part except as otherwise noted in these Passenger Ticket Contract.
- d. Cancellation fees. Any cancellation of your cruise or cruise tour must be received in writing by us at our principal offices. In such event cancellation fees shall apply as described in this Article. You acknowledge that your cancellation will cause Carrier difficulty in selling a replacement cruise or cruise tour and thus the cancellation fees described herein apply regardless of whether your cruise or cruise tour is resold. You agree that any losses sustained by Carrier in the event of cancellation would be very difficult or impossible to quantify, and the cancellation fees are fair and reasonable as liquidated damages.

Cancellation Fee Schedule Effective for Cruise Tours (other than Grand & World Cruise Voyage) booked on and after 1 January 2019:

Written Notice received Days Prior to Cruise/Tour Departure Date	Cruise/Tour/Land Cancellation Fee	Air Inclusive Cancellation Fee
121 days or more	\$500 per person	\$1,500 per person
120-60 days	50% of full fare	50% of full fare
59-0 days	100% of Full Fare	100% of Full Fare

A full refund will be given for most Optional Shore Excursions if you we receive your written notice of cancellation at least 48 hours prior to the Optional Shore Excursion.

6. PASSENGER’S WARRANTIES AND FITNESS; PREGNANCY; ACCESSIBILIY LIMITATIONS; HEALTH AND SPECIAL NEEDS; EXPEDITION CRUISE REQUIREMENTS.

- a. Warranties and Fitness. You warrant that you and all other Passengers traveling in your party are physically, emotionally and otherwise fit to undertake the cruise tour; that you and they have received all medical inoculations necessary; that you and they will at all times comply with the Ship’s rules and regulations and orders and directions of the Ship’s Master, officers and medical staff, as applicable, and that your conduct will not impair the safety of the Ship or jeopardise or inconvenience other Passengers. We are not required to provide any inoculations or specialised health or mental care during your cruise tour and all such arrangements are your responsibility. We are unable to accommodate women past their 24th week of pregnancy.

- b. Special Needs. Guests are strongly encouraged to advise Viking Cruises Australia Pty Ltd at 138 747 for Australia or 0800 447 913 for New Zealand of any accessibility requirements prior to booking so Viking can determine if reasonable accommodations are available. Please request the appropriate accessibility form for you and your doctor to review, sign and return to us. Passengers are requested to advise Viking in writing, at or prior to the time a cruise tour is booked, of any physical, emotional or mental condition which may require professional attention during the cruise tour, including if the Passenger requires the use of a wheelchair or other mobility equipment, not to exceed 56 cm in width. Passenger must bring and be solely responsible for all necessary items related to the medical condition or mobility challenge. If a mobility, medical, physical, emotional or mental condition arises after the cruise tour is booked, you are requested to advise Viking in writing immediately. Viking endeavors to reasonably accommodate special access needs, but we cannot guarantee it will be able to do so in all cases.

- c. General Accessibility Limitations. Some ports of call may have physical conditions which may preclude certain Passengers from going ashore. Additionally, for cruise tours in China, on the Mekong River, in Egypt, and for other destinations not specifically noted, certain additional conditions, restrictions and limitations exist onboard, at the ports, in excursions and on land that are beyond Viking’s control. Ship and airport access in these and other regions, including lack of wheelchair, walker or scooter accessibility, extended periods of standing and steps, are inherently present in tours that may not be appropriate for guests with certain medical conditions and physical restrictions. Due to restrictions on boat, ship and cabin sizes, certain cruise tours are not appropriate for travelers who use wheelchairs, walkers or scooters. Airports in certain regions

typically do not have ramps or elevators. Excursions visit ancient sites with uneven terrain and stairs, and include extended periods of walking over uneven surfaces. Guests using walkers, crutches, or other mobility aids or who may need physical assistance throughout the trip should consider these needs when making a booking as our onboard personnel are not required to perform personal tasks or assist with eating, dressing, toileting, lifting or pushing a wheelchair. Motorised scooters typically cannot be taken onboard planes in certain regions because authorities such as the China Aviation Administration forbids any battery of capacity greater than 160Wh (most scooter batteries) onboard an aircraft. Additionally, lithium batteries cannot be placed in checked baggage and must be hand-carried as onboard carry-on. All batteries must have the capacity clearly printed on the outside or they will not be allowed to be onboard. To calculate your battery capacity if it is only marked in mAh, divide the mAh number by 1000 and multiply by 3.7. For example, a capacity of 10400mAh./1000=10.4Ah×3.7v=28.48 Wh (under the limit of 160Wh).

- d. Ship Access: To embark/disembark from the ship, guests must be able to walk down/up steps and ramps without a walker or wheelchair, as gangways/ramps are typically not wide enough to accommodate these items. Not all ships have elevators, and some have split-level decks and/or significant thresholds. Please note: Our personnel are not required to lift guests or push wheelchairs. Passengers with any medical, physical or other special needs should review their proposed layout on our website, and also obtain a copy of our Safety Policy Statement and consider their needs.

There are inherent risks associated with travelling aboard ships that are unique to cruise tour travel. For people who are ill, or have a mental or physical disability or impairment, the risks can be more significant. Passengers must be able to independently move around the ship in case of an emergency, rough seas, deal with the lack of immediate access to medical services in certain parts of the world, and acknowledge that access to some areas of the Ship and ports of call may be limited or impossible. We reserve the right to determine whether a Passenger is fit to travel, and to deny boarding, in the event that a Passenger represents a risk to themselves or to the safety and wellbeing of those on board the Ship.

- e. Right to Refuse Booking or Passage, to Disembark or Quarantine Viking reserves the right to deny embarkation or remove any person from a cruise tour, Shore Excursions or deny embarkation for a person who is not fit to travel, and/or has not received written confirmation from Viking that reasonable accommodations for their accessibility requirements may be made for them. In such cases, all related expenses, including those to return home, will be borne by the person and the person shall not be entitled to any refund of the cruise tour, Full Fare or Cruise Fare or any compensation whatsoever and in such event, we shall have no liability financial or otherwise.

Additionally, we may disembark at any port any Passenger who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other Passengers or the crew, or who, in the Master's opinion, might be excluded from landing at destination by Immigration or other Governmental Authorities.

- f. Expedition Cruise Requirements, Acknowledgements And Warranties: If you are traveling on an Expedition Cruise, notwithstanding any other term or condition herein, you acknowledge that: (1) your cruise has additional risks and dangers above and beyond those of non-Expedition Cruises, such as, by way of example only, a greater likelihood that you will be exposed to extreme weather conditions or other unpredictable forces of nature (including the behavior of animals), a greater likelihood that you will be required to exert yourself physically or psychologically, that you will travel to remote regions far from medical services (including regions where it is difficult or even impossible to carry out medical evacuations by helicopter or other means), and that equipment may malfunction in remote locations; (2) you assume the risks of traveling on an Expedition Cruise and the possibility of injury to yourself or your property, and the resulting consequences; (3) the reason, at least in part, of your travel on an Expedition Cruise is because of the excitement and enjoyment provided on Expedition Cruises resulting from, at least in part, the risks inherent in an Expedition Cruise; (4) Expedition Cruises may not be able to offer the same services and accommodations as non-Expedition Cruises and that you may be subject to greater restrictions on what you may bring on board than you would be on a non-Expedition Cruise; (5) the pricing of your ticket for an Expedition Cruise is based on your assumption of the inherent risks of an Expedition Cruise; (6) you warrant that you have no physical or psychological condition which would entail an unreasonable risk to the health or safety of others participating in the Expedition Cruise or to the conduct of the Expedition Cruise; (7) if we become aware of any such condition, we reserve the right to deny boarding or to exercise any right set forth in this Passenger Ticket Contract; (8) in order to travel on an Expedition Cruise, you will be required to (i) provide to us a Fit to Travel letter at approximately 6 months prior to departure (or immediately after booking if you book travel on an Expedition Cruise within 6 months prior to departure); (ii) inform us in writing of any changes to the answers to any items on the Fit to Travel Letter at least 30 days before departure and at time of embarkation, and (iii) alert us immediately after you become aware of any changes to any answers to any items on the Fit to Travel letter after embarkation; (9) by providing us with any medical information relevant to an Expedition Cruise, we are not in any manner whatsoever providing you with medical advice regarding the advisability or safety of participating in an Expedition Cruise or any activities related to an Expedition Cruise as we are not a medical provider, and; (10) you will be required to purchase travel insurance as a condition of your traveling on an Expedition Cruise, the required terms of which will be provided to you on a travel insurance certification form.

7. MINIMUM AGE. We do not maintain facilities or services on our Ships for individuals under the age of 18 years. For all cruise tours booked after August 1, 2018 (regardless of departure year) you must be 18 years old on or before the day you are scheduled to embark on the cruise tour.

8. EMBARKATION REQUIREMENTS. Upon embarkation, you shall have in your possession the Passenger Ticket Contract, valid passport, visas, inoculations card and all other documents necessary for the scheduled ports of call and final destination. We shall not be liable for any losses or delays incurred by your failure, or that of others, to maintain all of said documents required by any applicable laws. We shall not in any circumstances whatsoever, whether or not such documents are produced to us by you, be responsible for any information or advice as to said laws nor shall we be liable for the consequence of any

insufficiency or irregularity in such documents or the noncompliance by you with such laws. You are required to be aboard the Ship at least two (2) hours before scheduled departure time.

9. PROHIBITED ITEMS; ILLEGAL DRUGS; MARIJUANA; RIGHT TO SEARCH AND SEIZURE. You may not take on board firearms, weapons, explosives, lithium batteries, controlled or prohibited substances or illegal drugs, marijuana, medical marijuana or CBD oil, or inflammable or hazardous items, or any contraband prohibited by local, state or national law. Marijuana possession and/or use, including medical marijuana and CBD oil, and possession or use of any illegal drugs, is strictly prohibited in many jurisdictions visited and on all Ships at all times, as well as in terminals, during shore excursions or any other part of the cruise tour, regardless of any local, state, or other laws which might permit use or possession of marijuana. Passengers who violate the laws of any jurisdiction are subject to being reported to law enforcement or customs authorities, arrest and prosecution. Passengers who bring on board dangerous items, marijuana in any form, or any illegal drugs or controlled substances are also subject to immediate disembarkation or denial of boarding. You shall have no claim for refund, loss, damage, inconvenience or compensation whatsoever under any of these circumstances.

In the interest of security and the safety and comfort of other Passengers and the Ship's crew, you agree and consent to a reasonable search being made at any time of you, your Cabin, stateroom, baggage or other property, and to the removal, confiscation, destruction or surrender to authorities, without compensation of any kind, of any hazardous, controlled or prohibited substances or items, including illegal drugs or any form of marijuana, or any object or thing which may, in our opinion, impair the safety of the Ship or those on board, inconvenience other Passengers, or violate the laws of any applicable authority relative to the possession and/or transportation of nonprescription narcotics, controlled substances or any other illegal commodity of any nature.

10. COMPLIANCE WITH LAWS, REGULATIONS AND SHIP'S ORDERS; INDEMNIFICATION. You must at all times comply with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each locale, state or nation visited. You must at all times comply with the orders of the Carrier or Ship's officers. You may be disembarked without liability for loss, expenses incurred, damage or compensation of any kind if you violate any such requirements. You agree to indemnify us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon us or the Ship by virtue of any act or violation of law by you or by any or all Passengers named on or traveling under this Passenger Ticket Contract.

11. MEDICAL AND OTHER PERSONAL SERVICES. The availability of medical care may be limited or delayed, and emergency medical evacuation will not be possible from every location to which the Ship sails. All health, medical or other personal services in connection with the cruise tour are provided solely for your convenience and benefit and you will be charged for such services. You accept and use medicine, medical treatment and other personal services at your sole risk and expense without liability or responsibility of Carrier whatsoever and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on your behalf. Doctors, nurses or other medical or service personnel work directly for you and shall not be deemed to act under the control or supervision of Carrier, since Carrier is not a medical provider. We do not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may or may not furnish you. Similarly, and without limitation, all spa personnel, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Guest.

12. VIKING RIVER CRUISES AUSTRALIA PTY LTD: Viking River Cruises Australia Pty Ltd acts solely as a Sales Agent for the above-mentioned Carriers described herein. Viking River Cruises Australia Pty Ltd neither owns nor operates any of the ships described herein and thus assumes no responsibility or liability for acts or omissions of the Carrier, ship owners or operators in regard to the cruise tours described herein.

13. CARRIER'S LIABILITY.

a. LIABILITY LIMITATIONS FOR ALL CRUISES.

- i. LIABILITY LIMITED TO OUR NEGLIGENCE. We shall not be liable for such death, injury, illness, damage, delay, loss or detriment caused by Act of God, war or warlike operations, civil commotions, labor trouble, interference by Authorities, perils of the sea, lurching of the ship, or any cause beyond our control, fire, thefts or any other crime, errors in the navigation or management of the Ship or defect in or unseaworthiness of hull, machinery, appurtenances, equipment, furnishing or supplies of the Ship, fault or neglect of pilot, tugs, agents or independent contractors such as Ship's physician, to you or other persons on board not in our employ or any other cause of whatsoever nature except and unless it is proven that such death, injury, illness, damage, delay or loss resulted from our act or omission committed during the course of the carriage and due to our fault or neglect or that of any of our servants or agents acting within the scope of their employment, and in that event our liability therefore shall not exceed those limitations provided by the applicable law described below, or in any further revisions, protocols and/or amendments thereto as shall become applicable. If any claim is brought against us in a jurisdiction where any of the applicable limitations and exemptions contained in the foregoing subparagraphs are legally unenforceable, then in such event and to the extent permitted by the applicable law, we shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatever nature if not shown to have been caused by our negligence and any damages will be limited to the lowest extent permitted, without consequential or multiple damages, as may be permitted by applicable law.
- ii. NO CONSEQUENTIAL OR PUNITIVE DAMAGES; EMOTIONAL DISTRESS. You agree, as consideration for the cruise fare paid, that in no event shall we be liable for consequential or punitive damages under any circumstances, notwithstanding any law to the contrary. Nor shall we be liable to you for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for damages proven in a court of competent jurisdiction arising from and attributable to a physical injury to you or as a result of you having been at actual risk of immediate physical injury proximately caused by carrier's negligence.
- iii. BAGGAGE. You are entitled to free carriage of all personal belongings necessary while on board. However, you must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider which may include a lower weight limit for baggage. We assume no responsibility for any loss of or damage to your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in these Passenger ticket contract. Only such personal wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by you. Please see the Baggage section below for information on baggage limitations and restrictions. Any piece of baggage must be

distinctly labeled with your name, Ship's name, cabin number and sailing date. You are allowed without extra charge one (1) cubic meter (35.3 cubic feet) of baggage. Any baggage which you bring into your Stateroom must be able to fit under the bed or in provided storage space within the Stateroom.

- iv. VALUABLES AND PERSONAL ITEMS. Notwithstanding the foregoing, we shall in no event be liable to you in respect of any occurrence prior to your embarkation or after your disembarkation from the Ship named herein or substitute, except for transportation by water which is carried out by means of a conveyance provided by us including the Ship and its tenders or, with respect to any baggage, when the same is in our custody at any shore side installation. We shall in no event be liable for the loss of or damage to cash, negotiable securities, gold, silverware, jewelry, ornaments, works of art or other valuables unless the same have been deposited with us against receipt for the agreed purpose of safekeeping. In the event of such a deposit, our liability for loss or damage thereof shall be limited to US\$100.00, or in accordance with subpart (a) herein, whichever is less, unless value exceeding that amount be declared in writing. If the declared value exceeds US\$100.00, we are entitled to charge 5% of value declared, up to US\$5,000.00 Upon payment of this charge, liability will be extended to the true value declared but in no event shall we be liable for an amount exceeding US\$5,000.00.

- v. SERVICES PROVIDED BY INDEPENDENT CONTRACTORS; SHORE EXCURSIONS. No representations are made with respect to travel facilities other than water transportation which we provide, which is governed by these Passenger ticket contract. Other than our water transportation, we have no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby. If the entire cruise is canceled for any reason, Passengers shall have no claim other than for a full refund of the Cruise Fare. These Passenger ticket contract constitutes the sole agreement between Carrier and you, it being understood that the various independent contractors otherwise participating in your Cruise vacation will enter into their own separate contractual arrangements with you, and that you assume the risk of utilizing the services and facilities of those independent contractors. The Carrier is not responsible for any conduct of independent contractors, including those who may assist in or operate shore excursions.

b. ADDITIONAL LIABILITY LIMITATIONS FOR FOREIGN VOYAGES (NON-U.S. PORTS):

- i. Ocean cruises (E.U. Member State Port): On ocean cruise tours (including expedition tours) which neither embark, disembark nor call at any U.S. port and where the ocean cruise tour embarks or disembarks in the port of any E.U. Member State, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall, in the first instance, be governed by E.U. Regulation 392/2009, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Switzerland without regard to its conflict of law's

provisions, as the law governing these Passenger ticket contract . (For individual residents of Quebec, please see the Canadian Addendum at the end of this agreement.) You agree that the Carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to the provisions and amounts of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. The liability of the Carrier for the loss of or damage to cabin luggage will not exceed 2,250 units of account (also known as Special Drawing Rights, or SDR's) per Passenger; the liability of the Carrier for the loss of or damage to other luggage will not exceed 3,375 SDR. per Passenger. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount. The current U.S. Dollar equivalent of SDRs may be found at www.imf.org.

- ii. Ocean cruise tours (Non-USA and Non-E.U. Ports): On ocean cruise tours (including expedition tours) which neither embark, disembark nor call at any U.S. port and does not embark or disembark in the port of any E.U. Member State, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall, in the first instance, be governed by the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (Athens Convention), with protocols and amendments as adopted by Switzerland, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Switzerland without regard to its conflict of law's provisions, as the law governing these Passenger ticket contract . (For individual residents of Quebec, please see the Canadian Addendum at the end of this agreement.) You agree that the Carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to the provisions and amounts of the Athens Convention: Baggage 1,800 SDR/Delay 10,000. SDR Other Baggage 2,700. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount. A copy of the Athens Convention will be provided by Carrier upon written request.
- iii. River tour cruises (Non-U.S. Port): On river cruise tours (including expedition tours) which neither embark, disembark nor call at any U.S. port, Carrier shall have the right at all times to avail itself and have the benefit of any and all applicable limitations of liability or exoneration of liability as set forth in the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974 as well as the Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976 ("Athens Convention") as adopted by Switzerland. The Athens Convention limits Company's liability for death of or personal injury to a Passenger to no more than 46,666 SDR's (approximately \$72,000 U.S. Dollars, which fluctuates depending on a daily exchange rate as may be found at www.imf.org). Furthermore and in addition to all the restrictions and exemptions from liability provided in the Athens Convention, the Carrier shall have the benefit of any limitation of or exoneration from liability under any statute or law of any country or any other applicable laws including, without limitation, further rules, regulations or statutes, specifically including provisions of the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels ("CLNI"), as adopted by Switzerland, (or Canada in the case of individual

residents of Quebec), as well as of the International Convention on Limitation of Liability for Maritime Claims, 1976, with revisions and amendments, if and as applicable (collectively, the “Conventions”); namely, Sixty thousand (60,000) units of account (also known as Special Drawing Rights, or SDR’s) multiplied by the number of Passengers the Ship, according to its certificate, is allowed to accommodate; not to exceed in any event more than twenty-five (25) million units of account) to apply to the aggregate of all claims which arise on any distinct occasion against carrier, with respect to damages suffered on a seagoing ship and, as regards damages suffered on an inland navigation ship, not to be less than 720,000 units of account or more than (a) 3 million units of account for ships with an authorized passengers transport capacity of not more than 100; (b) 6 million units of account for ships with an authorized passenger transport capacity of not more than 180; (c) 12 million units of account for ships with an authorized passenger transport capacity of more than 180. A copy of the CLNI will be provided by Carrier upon written request. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount.

c. ADDITIONAL LIABILITY LIMITATIONS FOR U.S. CRUISES. On all other cruises that embark or disembark or call at any U.S. port, all the exemptions from and limitations of liability provided in or authorized by the law of the United States (including 46 U.S.C §§ 30501 through 30509, inclusive, and 30511) will apply. We shall not be liable for loss of or damage to your property in any amount exceeding US\$500.00 per Passenger. Should you desire an extension of our liability of US\$500.00, you should declare the true value of the property and pay to us an amount of money calculated at 5% of the true value declared, up to US\$5,000.00. Liability will then be extended to the amount of the true value declared but in no event exceeding US\$5,000.00. A legal action may only be commenced against the Carrier or any of its agents, affiliates, agents or representatives within one year after the date of the event giving rise to the claim for which the action is initiated.

14. CHOICE OF LAW AND FORUM. All questions arising on these Passenger ticket contract solely in respect of the limitation of liability shall be decided according to the Conventions and the other and further laws cited at Article 10 hereof, including the statutory, maritime and general laws of Switzerland. (See Canadian Addendum for residents of Quebec.) The law governing all other aspects of these Passenger ticket contract is stipulated and agreed to be the statutory and general law of Switzerland, with references to which these Passenger ticket contract is made. Any dispute arising out of or in connection with these passenger ticket contract shall be determined by the civil court of the canton of Basel-Stadt [zivilgericht basel-stadt], the jurisdiction to which we, as the carrier, and you hereby submit ourselves. If any action is initiated in any court other than the courts in Basel Switzerland, other than those of Montreal in the case of an individual resident of Quebec, we, as the carrier, and you hereby agree to the immediate dismissal or transfer of said action to the courts of Basel, Switzerland. Any attorneys’ fees and/or costs incurred in successfully dismissing or transferring an action brought in any venue other than Basel, Switzerland shall be awarded to the party procuring the dismissal or transfer and shall become due and payable at the time of the dismissal or transfer.

15. THIRD PARTY PROVIDERS—ENGLISH LANGUAGE. We, as the Carrier, are not responsible for services provided or items sold by any concessionaire or other third parties to you. Charges for such services or goods which you request and/or purchase will be your sole responsibility. Information and instructions

are in English as the primary language for all cruises but any shore excursions and travel before and after the cruise may include interaction with foreign countries where English is not the primary language.

16. PASSENGER DETENTION; MEDICAL TRANSFER; UNAUTHORIZED STOPOVER OR DISEMBARKATION.

If you are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be your sole responsibility. If you are carried aboard the Ship beyond final destination for any reason, without fault of the Carrier, you shall pay for any extra costs. Should it become necessary, in the sole judgment of the Master, to transfer you for medical reasons, the cost of such transfer shall be borne by you. Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at your sole risk and expense, you may be denied subsequent boarding, and you will not be entitled to any refund, payment, compensation or credit of any kind. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, you may visit but may not permanently disembark in any port in that country other than the port of embarkation. If you do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, you hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire cruise.

17. ANIMALS. No pets or other animals are allowed on board the Ship except for certain necessary service animals of a Passenger with a disability, which require written notification to the Carrier or our agent at the time of booking your cruise and our written approval. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on the cruise. You further agree to determine and meet any documentary or other requirements related to the animal.

18. GENERAL AVERAGE. You will not be liable to pay, nor be entitled to receive, any general average contribution in respect of property taken with you on the Ship.

19. PAYMENTS. Any and all payments made by you to us prior to embarkation shall be made in currency of the Australian dollars. All charges for services and products provided on board the Ship must be settled in cash or charged (via credit card acceptable to us) before your disembarkation from the Ship. Currency onboard the ship varies. Any other expenses incurred by you or by us on your behalf shall be payable by you on demand.

20. TRAVELING COMPANIONS. You covenant and warrant that you are duly authorized by or on behalf of all Passengers named on or traveling under this Passenger Ticket Contract to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or using this Passenger Ticket Contract, he or she and/or they agree that the same shall be binding on them with the same force and effect as if they and every one of them signed this Passenger Ticket Contract. You must take proper steps (including provision of all necessary documents) as may be required to enable him or her or them to land at the port of destination and generally to comply with the laws of the country in which such port is situated. You agree to indemnify and defend us from any claims made against us by Passengers traveling under this Passenger Ticket Contract who assert they were not made aware of these Passenger Ticket Contract terms and conditions.

21. FAILURE TO USE PASSENGER TICKET CONTRACT. We reserve the right to cancel this Passenger Ticket Contract without any liability whatsoever for refund or compensation if you do not use this Passenger Ticket Contract for the Ship or other Ships substituted, or land arrangements for the date mentioned, or

should this Passenger Ticket Contract become lost or mislaid, or if you use this Passenger Ticket Contract for only part of the voyage indicated hereon, for any reason, whether or not due to causes beyond your control.

22. OVERBOOKING. You agree that we retain the right to overbook Passenger accommodations. In the event that the Passenger accommodation referenced in this Passenger Ticket Contract is overbooked, or if we determine that the Ship is overbooked, we may, at our discretion, deny boarding to any Passenger and, at our further discretion, refund all monies paid or offer another cruise in substitution.

23. USE AND DISPLAY OF LIKENESS. You hereby grant Viking the right to include photographic, video and other visual or audio portrayals of you in any pictorial medium of any nature (collectively, the “portrayals”) whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to you, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of Viking, free from any claims by you or any person deriving any rights or interest from you. You hereby irrevocably assign to Viking all right, title and interest in and to any such portrayals.

Without our express prior written consent, You expressly agree not to use, post, share or upload any portrayals (i) of you and/or any other Passenger in combination with crew or the Ship, or (ii) that depict the Ship, 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. For the avoidance of doubt, you are permitted to use, portrayals of you and/or any other Passenger in combination with crew or the Ship for your private noncommercial use.

24. PRIVACY POLICY. For a complete description of our Privacy Policy, which may be updated from time to time without notice, please visit www.vikingcruises.com.au

25. AMENDMENTS AND MODIFICATIONS. In the event amendments or modifications to these Passenger ticket contract are reasonably required they may be added by us by means of attached form and will be considered an enforceable part hereof.

26. MISCELLANEOUS. The illegality or invalidity of any article, paragraph, clause, or provision of these Passenger ticket contract shall not affect or invalidate any other paragraph, clause or provision thereof. All titles set forth in these Passenger ticket contract are for convenience only and have no separate meaning or effect.

27. SECURITY PROVISIONS. In the interests of international security and in the interest of the convenience and safety of other Passengers, you agree and consent to a reasonable search being made of you, your baggage or other property, and to the removal and confiscation or destruction of any object which may, in our opinion, impair the safety of the Ship or inconvenience other Passengers, or violate the laws of any applicable authority relative to the possession and/or transportation of nonprescription narcotics, controlled substances or any other illegal commodity of any nature.

28. CARRIER INFORMATION. * The Carriers operate vessels worldwide and are neither domiciled nor based in the United States or Canada.

Ocean Cruise Ships

All ocean cruise ships are registered in Norway. The Carrier for the Viking Star and Viking Sky is Viking Ocean Cruises Ltd, and the Carrier for the Viking Sea, Viking Sun, Viking Orion and Viking Jupiter is Viking Ocean Cruises II Ltd. Both Carriers are Bermudian companies with vessel operating offices in Basel, Switzerland.

River Cruise Ships

Except as otherwise noted, all river cruise ships are registered in Switzerland and the Carrier is Viking River Cruises AG, a Swiss company based in Basel, Switzerland. The Carrier for the Viking Forseti, Viking Buri, Viking Heimdal, Viking Delling, Viking Rinda, Viking Kadlin and Viking Rolf is Viking Cruises S.A., a French company with its vessel operating office in Basel, Switzerland.

The Viking Hemming, Viking Torgil, Viking Osfrid and Viking Helgrim are registered in Portugal and the Carrier is Douro Azul, Sociedade Maritimo Turistica S.A, a Portuguese company based in Porto, Portugal.

The Viking Rurik, Viking Truvor, Viking Ingvar, Viking Helgi and Viking Akun are registered in Russia and the Carrier is OOO "Passenger Fleet" LLC, a Russian company based in St. Petersburg, Russia.

The Viking Ra and M/V Antares are registered in Egypt. The Carrier for the Viking Ra is Sherry Nile Cruises Company for Touristic Floating Hotels (S.A.E.), and the Carrier for the M/V Antares is Amarco For Nile Tourism Company, both Egyptian companies based in Cairo, Egypt.

The Viking Sineus is registered in Ukraine and the Carrier is Viking Ukraine Ltd, a Ukrainian company based in Kiev, Ukraine.

The M/V Viking Mekong is registered in Vietnam and the Carrier is Pandaw Cruises Ltd, a British Virgin Islands company with its vessel operating office in Ho Chi Minh City, Vietnam.

The Century Emerald is registered in China and the Carrier is Chongqing GuanDa Cruises Ltd, a Chinese company based in Chongqing, China.

Expedition Cruise Ships

The Viking Octantis and the Viking Polaris are registered in Norway. The Carrier is Viking Expedition Ltd, a Bermuda company with a vessel operating office in Basel, Switzerland.

**Carrier information is subject to change. For an up-to-date listing of the registry and Carrier information for each individual ship, visit www.vikingcruises.com.au*

AIR TRANSPORTATION TERMS & CONDITIONS

International (Warsaw Convention) Notice: If the Passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and, in most cases, limits the liability of carriers for death or personal injury and for loss of or damage to baggage. See also the notices entitled "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations."

Domestic Notice: Air Transportation to be provided between points in the U.S. (including its overseas territories and possessions) is subject to the individual contract terms (including rules, regulations, tariffs and conditions) of the transporting air carriers, which are herein incorporated by reference and made part

of the contract of carriage. Where this coupon is issued for transportation, or services other than air travel, specific terms and conditions may apply. These Passenger ticket contract may be included in the ticket set or may be obtained from the issuing company or agent. Please make sure you have received the important legal notices entitled "Conditions of Contract," "Notice of Incorporated Terms," "Notice of Baggage Liability Limitations," and "Notice of Overbooking" or the specific terms and conditions relating to non-air transportation or services. If not, contact the nearest office of the company or agent to obtain copies.

AUSTRALIA AND NEW ZEALAND TERMS AND CONDITIONS ADDENDUM

- a. AUSTRALIAN CONSUMER LAW.** You are entitled to certain statutory warranties and protections pursuant to the Competition and Consumer Act (2010) and the Australian Consumer Law. Nothing in these Terms and Conditions operates to exclude, restrict or modify any provision of the Competition and Consumer Act (2010), the Australian Consumer Law or any equivalent State or Territory legislation.
- b. RECREATIONAL SERVICES.** The Cruise includes services that are recreational services for the purposes of section 139A of Competition and Consumer Act (2010) (Recreational Services). You acknowledge and agree that in relation to the supply of any Recreational Services to you, we exclude and will not be held liable for your: (a) death, or (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), or (c) contraction, aggravation or acceleration of a disease, or (d) the coming into existence or the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to you that (i) is or may be harmful or disadvantageous to you or to the community or (ii) that may result in harm or disadvantage to you or the community.
- c. LIMITATION OF LIABILITY.** To the fullest extent permitted by the laws of Australia and New Zealand, our liability arising under or in connection with these Terms and Conditions (a) are limited to the re-supply of the products or services or the payment of the cost of re-supply of the products or services to you (b) excludes liability for any indirect or consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party (c) the liability of each party to the other in contract, tort (including negligence, breach of statutory duty or misrepresentation) or for any other common law or statutory cause of action or otherwise arising by reason of or in connection with the Cruise shall be limited to one hundred percent (100%) of the monies paid or payable by you pursuant to these Terms and Conditions and no liability in tort, contract or otherwise will be actionable after twelve (12) months from the scheduled departure date