



## BOOKING AND SALE TERMS AND CONDITIONS

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VIKING RIVER CRUISES AUSTRALIA PTY. LTD.

**IMPORTANT NOTICE:** THE FOLLOWING TERMS AND CONDITIONS GOVERN THE BOOKING AND SALE OF YOUR CRUISE TOUR THROUGH VIKING RIVER CRUISES AUSTRALIA PTY LTD (ACN 131 274 372) ("VRC"). ALSO REFER TO THE PASSENGER TICKET CONTRACT WITH THE CARRIER ("PASSENGER TICKET CONTRACT") FOR THE TERMS AND CONDITIONS GOVERNING THE CRUISE TOUR ITSELF. THE PASSENGER TICKET IS AVAILABLE AT [www.vikingcruises.com.au/passengerticketcontract](http://www.vikingcruises.com.au/passengerticketcontract) AND IS ALSO DELIVERED AT THE TIME OF BOOKING. PLEASE CAREFULLY READ THESE LEGALLY BINDING TERMS AND CONDITIONS AS WELL AS THE TERMS OF THE PASSENGER TICKET, WHICH CONTAIN DISCLAIMERS, SPECIFIC LIMITATIONS OF LIABILITY, AND SUBSTANTIAL PENALTIES FOR CANCELLATION. PLEASE ALSO READ THESE TERMS AND CONDITIONS, THE TERMS OF YOUR PASSENGER TICKET CONTRACT, AND THE INFORMATION AND REQUIREMENTS POSTED AT <https://www.vikingcruises.com.au/oceans/my-trip/health-and-safety/health-and-safety-program.html>, AS WELL AS ANY COMMUNICATIONS SENT TO YOU FOR UPDATED POLICIES AND PROCEDURES RELATED TO COVID-19 ("COVID-19 POLICIES AND PROCEDURES.")

**General Conditions:** These are terms and conditions ("Terms") for [www.vikingcruises.com.au](http://www.vikingcruises.com.au) and all other websites, mobile applications, onboard media, blogs, phone, in person, social media and other places, and other online or wireless offerings, whether accessed via computer, mobile device or other technology, owned or operated by VRC or on our behalf (collectively, our "Access Points"). If you do not agree to these Terms, please refrain from accessing the Access Points which offer information on cruises, tours and other products and offerings, including transportation of passengers and baggage on all cruise vessels and other transportation and arrangements (collectively, the "Services") specifically and solely provided by the vessel owner, operator, charterer and/or managers (collectively the "Carrier"). Users of these Access Points agree to be bound by these Terms and the Viking Cruises Privacy Policy (the "Privacy Policy") available at [www.vikingcruises.com.au/privacy-policy/index.html](http://www.vikingcruises.com.au/privacy-policy/index.html). These Terms and the Privacy Policy apply to all visitors, users, and others who use the Access Points to access the Services ("Users") and may not be otherwise modified except by a writing signed by an authorized corporate officer of VRC. As used in these Terms, "Cruise Fare" means the total amount Carrier charges in its 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 (as those terms are defined in your Passenger Ticket Contract) and/or personal charges. 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 (as defined in your Passenger Ticket Contract).

**DISCLAIMERS:** VRC ACTS SOLELY AS AN AUSTRALIAN AND NEW ZEALAND SALES AND MARKETING AGENT FOR THE CARRIER OF THE SHIPS DESCRIBED IN THE VIKING BROCHURES, WEBSITE OR ANY OTHER PROMOTIONAL MATERIAL AND FOR ALL RELATED TRAVEL SERVICES. ALL RELATED SERVICES, INCLUDING LAND, AIR AND WATER TRANSPORTATION, ACCOMMODATIONS AND EXCURSIONS WHICH COMPRISE YOUR CRUISE TOUR, ARE PURCHASED FROM THIRD-PARTY PROVIDERS. VRC NEITHER OWNS NOR OPERATES ANY VESSEL OR OTHER MEANS OF TRANSPORTATION, ACCOMMODATIONS OR OTHER TRAVEL OR LEISURE FACILITIES. THE CARRIER, AND NOT VRC, EMPLOYS THE CREW, OPERATES AND MAINTAINS THE VESSEL, AND CONDUCTS THE CRUISE TOUR. UNDER NO CIRCUMSTANCES SHALL VRC BE CONSTRUED AS A CARRIER OR AS A PROVIDER OF TRAVEL SERVICES OR ACCOMMODATIONS OF ANY NATURE.

**VRC ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ACTS OR OMISSIONS OF THE CARRIER OR THOSE PERSONS OR ENTITIES PROVIDING TRAVEL SERVICES, ACCOMMODATIONS OR ANY OTHER ELEMENT OF A CRUISE TOUR. VRC IS NOT RESPONSIBLE FOR DAMAGE, INJURY, ILLNESS, DEATH,**

**LOSS, ACCIDENT, DELAY OR IRREGULARITY OF ANY KIND, OCCASIONED BY REASON OF ANY ACT OR OMISSION ARISING DURING OR FROM THE CRUISE TOUR. YOU SPECIFICALLY RELEASE VRC FROM ANY AND ALL CLAIMS FOR LOSS OR DAMAGE TO BAGGAGE OR PROPERTY AND FOR INJURY, ILLNESS OR DEATH, AND FROM ALL OTHER CLAIMS AND ANY LOSS OR DELAY, ARISING OUT OF THE ACTS, OMISSIONS OR NEGLIGENCE OF THE CARRIER OR OTHER INDEPENDENT CONTRACTORS, SUCH AS AIR CARRIERS, HOTELS, SHORE EXCURSION OPERATORS, RESTAURATEURS, TRANSPORTATION PROVIDERS, SPA PROFESSIONALS, MEDICAL PERSONNEL OR OTHER PROVIDERS OF SERVICES OR FACILITIES.**

**LEGALLY BINDING TERMS:** IN MAKING A CRUISE FARE DEPOSIT OR ANY FORM OF APPROVED PAYMENT AS SHOWN ON THE INVOICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL PROVISIONS CONTAINED IN THE PASSENGER TICKET CONTRACT FOR YOUR CRUISE TOUR. BOTH THESE TERMS AND THE PASSENGER TICKET CONTRACT GOVERN YOUR RIGHTS AND RESPONSIBILITIES AND ALL DISPUTES, INCLUDING SPECIFICALLY LIMITATIONS OF LIABILITY AND DAMAGES, TIME LIMITS FOR CLAIMS AND SUITS, CLASS ACTION WAIVER, FORUM FOR SUITS AND GOVERNING LAW. IN THE EVENT OF ANY CONFLICT BETWEEN THE PASSENGER TICKET CONTRACT AND THESE TERMS, THE PASSENGER TICKET CONTRACT CONTROLS.

**Deposit and Payment Policy:** To confirm the booking, a refundable deposit (in the form of a future cruise voucher) specified at the time of booking is required within 3 days of making your booking or your reservation will be cancelled. When more than one cruise is booked, this Payment Policy applies to each cruise fare. Exceptions to this payment policy apply for Viking's World & Grand Cruises which require a 20% deposit of the Full Fare at time of booking the cruise tour. The final balance is due (being the full cost of Your Tour as specified on the invoice provided to you at the time of booking) is due no later than 120 days prior to your cruise/tour departure date (unless otherwise stated or within 3 days of booking if cruise/tour departure date is within 120 days of sailing). All reservations are subject to cancellation without notice if payments are not received by the due date. (See Cancellation Policy below for additional details.)

**Payments:** Visa, Mastercard, American Express, checks made payable to "Viking River Cruises Australia Pty Ltd" and Electronic Funds Transfers are all acceptable forms of payments. Some credit card companies may impose a "Foreign Transaction Fee" even though your transaction is denominated in Australian dollars. This is an arbitrary fee that occurs in a small number of cases and accrues entirely to the credit card-issuing bank. If a Foreign Transaction fee is applied by the issuing bank, Viking will provide reimbursement of such fees to a nominated bank account once a credit card statement is provided for verification.

**Revisions:** Once a cruise booking has a deposit or air is paid in full, all changes are subject to an AU\$50.00 charge per change. See Cancellation Policy below for additional details on situations which are classified as cancellations rather than changes.

**Cancellation Policy:** In the event you cancel a cruise or tour booking, cancellation fees will apply as noted below unless otherwise expressly stated in your Passenger Ticket Contract or elsewhere in these Terms, or except as provided by applicable law. Cancellation fees also will apply to changes to departure date; substitutions of itinerary; substitution of another person for original booked passenger(s); and changes to a promotional fare. No refunds shall be made in the event of interruption or cancellation by a passenger after commencement of the cruise unless otherwise expressly stated in your Passenger Ticket Contract or elsewhere in these Terms, or except as provided by applicable law. All cancellations must be in writing and sent to VRC's office located at 6/66 Wentworth Avenue, Surry Hills, NSW 2010, Australia or emailed to [reservations.anz@vikingcruises.com](mailto:reservations.anz@vikingcruises.com) For all air-inclusive packages cancelled after issuance of an airline ticket, the air travel portion is non-refundable. You acknowledge that your cancellation will cause VRC and 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 VRC and/or 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. The following cancellation fees will be assessed for all written cancellations received prior to departure up to the scheduled time of departure:

**A. Cancellation Fee Schedule Effective for Cruise Tours (other than Grand & World Cruise Voyage) booked on and after August 1, 2021:**

Written Notice Received Days Prior to Departure Date	Cruise/Tour/Land/Air Inclusive Cancellation Fee Per Passenger
121 days or more	Loss of deposit (refundable in the form of FCV)
120-60 days	50% of Full Fare
59-0 days	100% of Full Fare

**B. Cancellation Fee Schedule Effective for Grand and World Cruise Voyages booked on and after August 1, 2021:**

Written Notice Received Days Prior to Departure Date	Cancellation Fee Per Passenger
180 or more	AU\$2,000
179 to 150	20% of Full Fare
149 to 120	40% of Full Fare
119 to 90	60% of Full Fare
89 to 60	80% of Full Fare
59 or fewer	100% of Full Fare

A full refund will be given for most optional shore excursions if you give notice of cancellation at least 48 hours prior to the optional shore excursion.

**Refusal of Passage; Termination by Passenger:** You shall not be entitled to a refund of any amount paid if you must leave the tour prematurely for any reason unless expressly otherwise stated in your Passenger Ticket Contract, nor shall VRC or the Carrier be responsible for any lodging, meals, return transportation, medical or other expenses or loss incurred by any tour participant in these circumstances. Refer to the Passenger Ticket Contract for further details.

**Advanced, Cancelled or Delayed; Acts of God; Strikes; Other Changes:** VRC and the Carrier reserve the right to withdraw and/or cancel a tour or to make changes in the itinerary and hotel accommodations whenever, in their sole judgment, the conditions warrant it. In the event of charters of the vessels, adverse weather or water conditions, mechanical or other issues with the vessel, docking issues, government or other authority actions, truces, lockouts, riots, strikes or labour difficulties from whatever cause; or explosion, fire, collision, standing or foundering of the vessel, or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and wheresoever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, epidemics or pandemics of communicable diseases (including but not limited to COVID-19, influenza, norovirus), governmental restraints or declarations relating to epidemics or pandemics, health emergencies, acts of God, or other circumstances beyond VRC or Carrier's control, VRC or the Carrier may, at any time, cancel, advance, alter, substitute or postpone any scheduled cruise or cruise tour and may, but is not obliged to, substitute another vessel or itinerary and neither VRC nor the Carrier shall be liable for any lodging, meals, return transportation, medical or other expense or loss whatsoever, whether to booked or actual passengers or third parties, by reason of any such circumstances, except as expressly set forth in the Passenger Ticket Contract or as required by applicable law.

**Travel Agents:** Your travel agent acts solely for you as your agent, and not as agent for VRC or the Carrier, in making the arrangements for the cruise or cruise tour and any related transportation, lodging or activities. Neither VRC nor the Carrier are responsible for any representation or conduct of your travel agent, including but not limited to, any failure to remit your deposit or other monies to VRC or the Carrier, for which you shall at all times remain liable, or any failure to remit a refund from VRC or the Carrier to you. Receipt by your travel agent or other authorized individual (including any person who books a cruise or cruise tour on your behalf) of these

Terms or the Passenger Ticket Contract or other information from Carrier or its agent shall constitute receipt of such materials by you. If your travel agent fails to remit any monies paid by you to the travel agent, you remain liable for the monies due Carrier.

**Transfers:** Roundtrip airport-to-vessel transfers are only included when air is purchased with a tour package. Transfers are only valid on tour departure and arrival dates. If you should choose to make your own air arrangements, transfers may be purchased through VRC for an additional cost or you may choose to make your own transfer arrangements.

**Travel Documents, Passports, Visas:** Upon initiation of pre-boarding procedures, you shall have in your possession the Passenger Ticket Contract, a passport valid until six (6) months following disembarkation, any necessary visas, affidavits, inoculations and/or vaccination cards compliant with the requirements of the destinations visited, proof of travel insurance where required by the destination visited, and all other documents necessary for the scheduled ports of call and final destination. You are advised to check with your travel agent or consulate service to determine what documents are required for your travel. It is your responsibility to ensure that you have all necessary documents to participate in the cruise or tour(s) purchased and neither VRC nor the Carrier accepts responsibility for obtaining required visas or for advising passengers of visa or other immigration requirements. If incorrect travel documentation is obtained, passengers may be unable to participate in particular shore excursions and/or may be denied boarding and/or entry into certain countries. Entry into other countries may be refused even if the required information and travel documents are complete. Visa kits from an independent third party are provided upon request as a service to passengers selecting destinations in Russia, China, Egypt, Jordan or Southeast Asia. Please note that, due to airline security measures, if the name on your passport does not match the name on your airline ticket, you may be denied boarding. Final travel documents are issued 3 weeks prior to departure. Documents required prior to 3 weeks will be charged a AU\$50.00 processing fee.

**LIABILITY LIMITATIONS:** IN ADDITION TO THE DISCLAIMERS AND LIABILITY LIMITATIONS SET FORTH IN THESE TERMS, THE PASSENGER TICKET CONTRACT ALSO CONTAINS IMPORTANT LIMITATIONS OF LIABILITY FOR CLAIMS, INCLUDING FOR INJURY, ILLNESS, DEATH, BAGGAGE AND PERSONAL PROPERTY; TIME LIMITS FOR CLAIMS AND SUITS; DESIGNATED FORUM FOR SUITS (INCLUDING EXCLUSIVE JURISDICTION IN BASEL, SWITZERLAND FOR CLAIMS ARISING ON ALL CRUISE TOURS THAT DO NOT INCLUDE U.S. PORTS); CHOICE OF LAW AND CLASS ACTION WAIVER; AS WELL AS TERMS AND CONDITIONS RELATING TO COVID-19 POLICIES AND PROCEDURES. VRC IS ENTITLED TO RELY UPON AND BENEFIT FROM ALL THE CARRIER'S RIGHTS, LIMITATIONS OF AND EXEMPTIONS FROM LIABILITY, DEFENSES AND IMMUNITIES SET FORTH IN THE PASSENGER TICKET CONTRACT.

PERSONS OR ENTITIES PROVIDING TRAVEL SERVICES AND/OR ACCOMMODATIONS FOR YOUR CRUISE TOUR ARE INDEPENDENT CONTRACTORS AND ARE NEITHER AGENTS NOR EMPLOYEES OF VRC. ALL ARRANGEMENTS MADE FOR YOU ARE WITH INDEPENDENT CONTRACTORS OTHERWISE REFERRED TO AS THIRD-PARTY PROVIDERS AND ARE MADE SOLELY FOR YOUR CONVENIENCE AND AT YOUR SOLE RESPONSIBILITY AND COST. ALL SUCH SERVICES AND ACCOMMODATIONS SHALL BE GOVERNED BY THE PASSENGER TICKET CONTRACT OR OTHER AGREEMENTS BETWEEN YOU AND EACH SUCH THIRD-PARTY PROVIDER AS AN INDEPENDENT CONTRACTOR. MEDICAL AND SPA PERSONNEL ARE INDEPENDENT CONTRACTORS.

VRC ACCEPTS NO LIABILITY OR RESPONSIBILITY, WHETHER OCCASIONED BY RAILROAD, MOTORCOACH, PRIVATE CAR, VESSEL, AIRCRAFT OR ANY OTHER CONVEYANCE, REASON, OR DEFECT, DELAYED DEPARTURES OR ARRIVALS, MISSED CONNECTIONS OR OTHER DELAY OR IRREGULARITY, OR 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; OR WHICH MAY BE OCCASIONED EITHER BY REASON OR DEFECT, THROUGH THE ACTS OR DEFAULTS OF ANY COMPANY OR PERSON, OR IN CARRYING OUT THE ARRANGEMENTS OF THE TOUR, OR AS A RESULT OF ANY CAUSE BEYOND THE CONTROL OF VRC. VRC SHALL NOT BE LIABLE FOR THE INABILITY OF ANY THIRD-PARTY PROVIDER/ INDEPENDENT CONTRACTOR TO PERFORM ANY TRAVEL SERVICE OR ACCOMMODATION REFERRED TO IN THE VRC ADVERTISING OR ANY PART THEREOF, OR RESULTING FROM RESTRICTIONS IMPOSED BY COVID-19 POLICIES AND PROCEDURES, INCLUDING THOSE RESTRICTIONS AFFECTING PARTICIPATION, LOCATION, TIME, ELIGIBLE VENUE, AND PERSONS WITH WHOM YOU MAY COME INTO CONTACT, AS WELL AS RESTRICTIONS ON THE NUMBER OF GUESTS GOING ASHORE IN ANY PORT OF CALL,

AND/OR GOING ASHORE TO SPECIFIC TRAVELSERVICE, ACCOMMODATION OR ACTIVITY.

IF THE ENTIRE CRUISE IS CANCELLED OTHER THAN BY YOU FOR ANY REASON, YOU SHALL HAVE NO CLAIM OTHER THAN FOR A FULL REFUND OF THE CRUISE FARE, OR, IF EXPRESSLY PROVIDED IN THE PASSENGER TICKET CONTRACT, A FUTURE CRUISE CREDIT FOR THE VALUE OF SUCH CRUISE FARE. THE PASSENGER TICKET CONTRACT CONSTITUTES THE SOLE AGREEMENT BETWEEN THE CARRIER AND YOU, IT BEING UNDERSTOOD THAT THE VARIOUS INDEPENDENT CONTRACTORS OTHERWISE PARTICIPATING IN YOUR CRUISE TOUR MAY ENTER INTO THEIR OWN SEPARATE CONTRACTUAL ARRANGEMENTS WITH YOU, AND REGARDLESS, YOU ASSUME THE RISK OF UTILIZING THE SERVICES AND FACILITIES OF THOSE INDEPENDENT CONTRACTORS. NEITHER VRC NOR THE CARRIER ARE RESPONSIBLE FOR ANY CONDUCT OF INDEPENDENT CONTRACTORS, INCLUDING THOSE WHO MAY ASSIST IN OR OPERATE SHORE EXCURSIONS.

NEITHER VRC NOR THE CARRIER SHALL IN ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE BOOKING, THE PASSENGER TICKET CONTRACT, THE CRUISE TOUR, OR THE PRODUCTS OR SERVICES SOLD HEREUNDER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

**WAIVER OF CLASS ACTION:** THESE TERMS AND THE PASSENGER TICKET CONTRACT PROVIDE FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE. YOU AGREE THAT ANY LAWSUIT WHATSOEVER AGAINST THE CARRIER OR VRC SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.

**TIME LIMITS FOR CLAIMS AND SUITS; FORFEITURE:** THE FOLLOWING TIME LIMITS AND FORFEITURE PROVISIONS APPLY TO ALL CLAIMS AND SUITS AGAINST THE CARRIER OR VRC AND CANNOT BE WAIVED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF ONE OF OUR AUTHORIZED CORPORATE DIRECTORS.

a. **CLAIMS FOR PERSONAL INJURY, ILLNESS OR DEATH.** NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER OR VRC FOR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PASSENGER, AND ANY SUCH SUIT SHALL BE FORFEITED, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO THE CARRIER OR VRC WITHIN SIX (6) MONTHS FROM THE DATE WHEN SUCH PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED; AND IN NO EVENT SHALL ANY SUIT AGAINST THE CARRIER OR VRC WITH RESPECT TO PERSONAL INJURY, ILLNESS OR DEATH BE MAINTAINABLE, AND ANY SUCH SUIT SHALL BE FORFEITED, UNLESS SUIT SHALL BE COMMENCED IN THE FORUM DESIGNATED BELOW WITHIN ONE (1) YEAR FROM THE DATE WHEN THE PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED.

b. **ALL OTHER CLAIMS.** NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER OR VRC, AND ANY SUCH SUIT SHALL BE FORFEITED, FOR ANY CLAIM WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE, CRUISE TOUR, THESE TERMS OR THE PASSENGER TICKET CONTRACT, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO THE CARRIER OR VRC WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE CRUISE TOUR TO WHICH THE CLAIM RELATES; AND IN NO EVENT SHALL ANY SUIT BE MAINTAINABLE AGAINST THE CARRIER OR VRC WITH RESPECT TO ANY CLAIM WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, AND ANY SUCH SUIT SHALL BE FORFEITED, UNLESS SUIT SHALL BE COMMENCED IN THE FORUM DESIGNATED BELOW WITHIN SIX (6) MONTHS FROM THE DATE OF TERMINATION OF THE CRUISE TOUR TO WHICH THE CLAIM RELATES.

**CHOICE OF LAW AND FORUM:**

a. **U.S. CRUISES.** YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE, CRUISE TOUR, THESE TERMS, OR THE PASSENGER TICKET CONTRACT INVOLVING A VOYAGE THAT EMBARKS, DISEMBARKS OR CALLS AT A U.S. PORT, SHALL BE DETERMINED EXCLUSIVELY IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES, EXCEPT IN CASE OF DEATH ARISING OUTSIDE THE UNITED STATES WHICH SHALL BE GOVERNED BY THE DEATH ON THE HIGH SEAS ACT, TITLE 46 OF THE UNITED STATES CODE, SECTION 30301 ET SEQ. YOU FURTHER AGREE THAT ANY AND ALL DISPUTES DESCRIBED IN THIS SUBPARAGRAPH SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES

DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA IN LOS ANGELES, CALIFORNIA, U.S.A., OR AS TO THOSE LAWSUITS OVER WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, U.S.A., TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTRY, STATE, CITY, MUNICIPALITY, COUNTY OR LOCALE. YOU CONSENT TO JURISDICTION AND WAIVE ANY OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION BEING BROUGHT IN SUCH COURTS.

b. ALL OTHER CRUISES. YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE, CRUISE TOUR, THESE TERMS, OR THE PASSENGER TICKET CONTRACT INVOLVING A VOYAGE THAT DOES NOT EMBARK, DISEMBARK OR CALL AT A U.S. PORT, SHALL BE DETERMINED EXCLUSIVELY IN ACCORDANCE WITH THE STATUTORY MARITIME AND GENERAL LAW OF SWITZERLAND, EXCEPT AS OTHERWISE PROVIDED IN ARTICLE 15 OF THE APPLICABLE PASSENGER TICKET CONTRACT. YOU FURTHER AGREE THAT ANY AND ALL DISPUTES DESCRIBED IN THIS SUBPARAGRAPH SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE CIVIL COURT OF THE CANTON OF BASEL-STADT [ZIVILGERICHT BASEL-STADT], TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTRY, STATE, CITY, MUNICIPALITY, COUNTY OR LOCALE. YOU CONSENT TO JURISDICTION AND WAIVE ANY OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION BEING BROUGHT IN SUCH COURT.

**Carrier Information\***: VRC acts solely as a sales agent for the below listed Carriers for the vessels described in VRC advertising. VRC neither owns nor operates any of the vessels described herein and thus assumes no responsibility or liability for acts or omissions of any Carrier regarding the cruises described. The Carriers operate vessels worldwide and are neither domiciled nor based in Australia.

#### 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*, *Viking Jupiter*, *Viking Venus*, *Viking Mars* and *Viking Neptune* 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.

#### Mississippi River Cruise Ship

The *Viking Mississippi* is registered in the United States and the carrier is Viking USA LLC, a Delaware Corporation with an operating office in Woodland Hills, California.

## 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](http://www.vikingcruises.com.au)*

**Services Provided by Airlines:** VRC reserves the right to choose the air carrier, routing and city airport from each gateway city for passengers booking air through VRC. VRC may utilize contracted fares and contracted inventory as outlined by each specific air carrier, therefore all flights and routings may not be available. Any changes (including name changes) made to a booking or issued airline ticket will incur a minimum of AU\$50.00 per ticket change fee, plus any additional charges imposed by the subject air carrier. Any additional costs including penalties for cancellations/re-bookings will be made at the passenger's expense unless otherwise required by law. All airline tickets issued by VRC are non-refundable. Neither VRC nor Carrier are responsible for altered travel plans caused by airline delays or for any act, omission or event occurring with the airline. In some cases VRC may not be able to confirm ancillary services including, but not limited to airline seat assignments, frequent flyer credit, special meals, and wheelchair requests. In some cases, these ancillary services may not be offered by the airline, or in other cases, may be arranged by a passenger's travel agent or directly with the airline. Airline-imposed baggage fees and other fees may apply and be charged by the air carrier at the time of service.

## **Public Health; Acknowledgement and Acceptance of Risks; COVID-19 Policies and Procedures.**

a. Physician Consultation Recommended; Acknowledgement of Health Risks. YOU ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH YOUR PHYSICIAN AND TO REVIEW THE WEBSITES OF THE UNITED STATES CENTERS FOR DISEASE CONTROL AND PREVENTION ("CDC"), THE WORLD HEALTH ORGANIZATION ("WHO") OR OTHER RELEVANT GOVERNMENT AGENCIES FOR UPDATED INFORMATION. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, YOU OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, COLDS AND NOROVIRUS. YOU FURTHER UNDERSTAND AND ACCEPT THAT 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 OR VRC'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF YOUR PASSENGER 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.

b. Right to Refuse Booking or Passage, to Disembark or Quarantine. Unless otherwise prohibited by applicable law, Carrier reserves the right to refuse a booking, deny embarkation, disembark, confine to a stateroom, quarantine or remove any person from a cruise tour or Optional Shore Excursion who may be suffering from a contagious or infectious disease (including but not limited to COVID-19), or who, in Carrier's sole opinion, is not fit to travel, or whose presence, in the opinion of the Master or any doctor, may be detrimental to the comfort, safety or wellbeing of the person or any other person, or in the Master's opinion, might be excluded from landing at any destination by immigration or other governmental authorities. You agree that such decisions are final and binding.

c. Agreement To Comply With COVID-19 Policies and Procedures. In developing COVID-19 Policies and Procedures, Carrier observes the guidance and directives of cognizant health authorities. You acknowledge that these directives may change from time to time and that Carrier's COVID-19 Policies and Procedures may therefore change. YOU EXPRESSLY AGREE TO COMPLY NOT ONLY WITH THE COVID-19 POLICIES AND PROCEDURES AS THEY ARE DESCRIBED HEREIN, BUT ALSO AS THEY ARE SET FORTH AT <http://viking.com/healthandsafetyprogram>, OR EXPRESSED IN ANY COMMUNICATION (SUCH AS AN ENVOGRAM MESSAGE OR INSTRUCTIONS DELIVERED IN WRITING OR ORALLY BY CARRIER PERSONNEL) AT ALL TIMES INCLUDING PRE-EMBARKATION, DURING EMBARKATION PROCEDURES, WHILE ON BOARD, DURING PORT CALLS AND SHORE EXCURSIONS AND/OR FINAL DISEMBARKATION. In case of any conflict between the COVID-19 Policies and Procedures described herein or in your Passenger Ticket Contract or in any later communication, the most



recent communication controls and your agreement to abide by Carrier's COVID-19 Policies and Procedures constitutes an integral part of your Passenger Ticket Contract.

d. COVID-19 Policies and Procedures. You acknowledge that Carrier's COVID-19 Policies and Procedures may or will include (but may not be limited to): (1) completion of accurate, truthful and complete health questionnaires 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 passenger prior to leaving home (which will be made available at [www.myvikingjourney.com](http://www.myvikingjourney.com)), prior to boarding during pre-embarkation procedures, and daily (or otherwise periodically) onboard during the cruise; (2) pre-embarkation COVID-19 testing (such as but not limited to polymerase chain reaction ("PCR") testing) which may be followed by a period of isolation until test results are available; (3) COVID-19 testing (such as but not limited to PCR testing) periodically, at the discretion of Viking, during the cruise; (4) temperature checks of each passenger prior to boarding (including at hotels and during embarkation procedures) and daily (or otherwise periodically) during the cruise (which may include the use of facial recognition technology); (5) modified capacity rules for activities (including but not limited to restaurants, lounges, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of passenger to participate in particular activities or use particular facilities; (6) mandatory use by each passenger of face masks meeting the guidelines at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>, or otherwise acceptable to Carrier, prior to embarkation (including at airports, during ground transportation or during hotel stays), during embarkation procedures, while onboard and during disembarkation and shore excursions, except when in passenger's own cabin, while eating or drinking, where social distancing is possible, or when on open passenger decks or stateroom verandas; (7) mandatory social distancing and/or cohorting of passengers at any/all times prior to embarkation (including at airports, during ground transportation or during hotel stays), during embarkation procedures, while onboard and during disembarkation and shore excursions; (8) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only Carrier-approved shore excursions; (9) mandatory hand-sanitizing by passenger upon entry or exit of any public areas; (10) confinement of passengers to cabins (both passenger's own cabins and cabins specially used for isolation), quarantine or emergency disembarkation of passenger if, in Carrier's sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (11) the required completion by passenger in a timely manner of any written authorizations or consent forms required for Carrier to carry out its COVID-19 Policies and Procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms); (12) the timely submission by passenger of any medical samples required for Carrier to carry out its COVID-19 Policies and Procedures; (13) cooperation by Passenger during any initial or follow-up medical evaluations (including by telephone, in-person, or in writing and including prior to travel, any time prior to embarkation and during the cruise) of any passenger whose responses to questionnaires, test results, or other information leads Carrier to believe a passenger may have or have been exposed to COVID-19; (14) the timely submission by passenger of contact-tracing information; (15) vaccination of guests with documentary proof satisfactory to Viking, according to the criteria set forth in the COVID-19 Policies and Procedures in effect at the time of sailing; and (16) other policies and procedures deemed by Viking in its sole discretion to be necessary to reduce the risk of spread of COVID-19.

e. Consequences of Noncompliance With COVID-19 Policies and Procedures. Notwithstanding any other provision contained herein, any noncompliance by you or members of your travelling party with Carrier's COVID-19 Policies and Procedures or your Passenger Ticket Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard 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, you shall not be entitled to a refund or compensation of any kind. You will be responsible for all related costs and fines, including without limitation travel expenses, lodging and medical expenses, and for proper travel documentation for any port, or for departure from or arrival to the U.S. or your country of residence. Under no circumstances shall Carrier or VRC be liable for any damages or expenses whatsoever incurred by any passenger as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Carrier or VRC.

f. Confirmed Or Suspected COVID-19 Case Before Embarkation. You agree that if, at any time within 14 days prior to scheduled embarkation or during embarkation procedures, you test positive for COVID-19, you



exhibit signs or symptoms of COVID-19, or Carrier otherwise determines in its sole discretion that you are unfit to embark due to COVID-19 or any other communicable disease, Carrier will deny you embarkation. You further agree that if, within 14 days prior to scheduled embarkation, you and/or any persons travelling with you have had contact with or helped care for anyone suspected or diagnosed as having or anyone subject to health monitoring for possible exposure to COVID-19 or other communicable disease, you may be subject to medical evaluation and denied embarkation.

If you are denied embarkation because of an infection, confirmed by a medical test, with COVID-19 or other communicable disease, unless Carrier determines that you have failed to comply with its COVID-19 Policies and Procedures or your Passenger Ticket Contract, you will be entitled to a future cruise credit equal in value to the amount you paid as Cruise Fare, subject to your providing satisfactory verification of results of any tests administered by providers other than those retained by Carrier. If you are denied embarkation because Carrier, in its sole discretion, suspects you may be infected with COVID-19 or other communicable disease, unless Carrier determines that you have failed to comply with its COVID-19 Policies and Procedures or your Passenger Ticket Contract, you will be entitled to a future cruise credit equal in value to the amount you paid to as Cruise Fare. If you are denied embarkation because of a confirmed or suspected infection with COVID-19 or other communicable disease, under no circumstances shall Carrier or VRC have any other liability for any other compensation or other damages whatsoever, including but not limited to compensation for lodging or travel, or medical care.

g. Confirmed Or Suspected COVID-19 Case After Embarkation. You further understand and agree that if, after embarkation, and even if you have fully complied with all COVID-19 Policies and Procedures, you test positive for or exhibit signs or symptoms of COVID-19 or other communicable disease, Carrier may disembark you, refuse to re-board you after a shore excursion, or quarantine you as well as members of your travelling 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.

If you have a case of COVID-19 or other communicable disease which is confirmed by a medical test and you are disembarked, refused re-boarding, or quarantined as a result, unless Carrier determines that you have failed to comply with its COVID-19 Policies and Procedures or your Passenger Ticket Contract and subject to your providing verification satisfactory to Carrier of results of any tests administered by providers other than those retained by Carrier, you will be entitled to a future cruise credit equal in value to the amount you paid as Cruise Fare prorated to the time of the disembarkation, refusal to reboard or quarantine. If, after embarkation, Carrier, in its sole discretion, suspects you may be infected with COVID-19 or other communicable disease and you are disembarked, refused re-boarding or quarantined as a result, unless Carrier determines that you have failed to comply with its COVID-19 Policies and Procedures or your Passenger Ticket Contract, you will be entitled to a future cruise credit equal in value to the amount you paid as Cruise Fare prorated to the time of the disembarkation, refusal to reboard or quarantine. If, after embarkation, you are disembarked, refused re-boarding or quarantined because of a confirmed or suspected case of COVID-19 or other communicable disease, under no circumstances shall Carrier or VRC have any other liability for any other compensation or other damages whatsoever, including but not limited to compensation for lodging or travel, or medical care.

#### **Passenger's Warranties and Fitness; Pregnancy; Accessibility Limitations; Health and Special Needs; Expedition Cruises:**

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 or cruise tour; that you and they have received all medical inoculations or vaccinations necessary; that you and they will at all times comply with the ship's rules and regulations, including the COVID-19 Policies and Procedures and the 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 jeopardize or inconvenience other passengers. VRC and Carrier are not required to provide any inoculations, vaccinations or specialized health or mental care during your cruise tour and all such arrangements are your responsibility. VRC and the Carrier are unable to accommodate women past their 24th week of pregnancy. You are further advised that the living standards and practices at your travel destination(s), including those with respect to the provision of utilities, services and accommodation, may differ from those found in Australia or New Zealand.

b. Special Needs: You are strongly encouraged to advise us at 138 747 for Australia and 0800 447 913 for New Zealand of any accessibility requirements prior to booking so we can determine if reasonable accommodations are available. Please request the appropriate accessibility form for you to review, sign and return to us. Passengers are requested to advise us in writing, at or prior to the time a cruise or cruise tour is booked, of any physical, emotional or mental condition which may require accommodation during the cruise or cruise tour, including if the passenger requires the use of a wheelchair or other mobility equipment, not to exceed 56 cm in width. Passengers 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 or cruise tour is booked which requires accommodation, you are requested to advise us in writing immediately. VRC and Carrier endeavour to reasonably accommodate special access needs but cannot guarantee they 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, Peru/Galapagos and for other destinations not specifically noted, certain additional conditions, restrictions and limitations exist on board, at the ports, in excursions and on land that are beyond our 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 travellers 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. Passengers 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, or provide extensive assistance to those with mobility concerns. Motorized scooters typically cannot be taken on board planes in certain regions because authorities such as the China Aviation Administration forbid any battery of capacity greater than 160 Wh (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 onboard. To calculate your battery capacity if it is only marked in mAh, divide the mAh number by 1,000 and multiply by 3.7. For example, a capacity of 10,400 mAh / 1000 = 10.4 mAh × 3.7 v = 28.48 Wh (under the limit of 160 Wh).

Most vessels and motorcoaches outside Australia and New Zealand are equipped to European standards. Most transportation services, including the vessels and motorcoaches, are not equipped with elevators or wheelchair ramps. VRC and Carrier are not liable for any denial of Services by the Carrier, air carriers, hotels, restaurants or other independent suppliers. VRC and Carrier cannot provide individual assistance for dining, extensive assistance in getting on and off vessels, motorcoaches and other vehicles, or other personal needs. You assume the full risk of use and of any prohibitions imposed by the Carrier or third-party vendors. Motorized scooters are not typically suitable on international tours.

d. Ship Access In Foreign Ports: To embark/disembark from all River ships in foreign ports, and on Ocean ships in various foreign ports, 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 to provide other extensive assistance or assistance to those with mobility issues where such assistance creates safety concerns. Passengers with any medical, physical or other special needs should review their proposed ship's layout on our website and consider their needs. There are inherent risks associated with traveling 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 acknowledge that access to some areas of the ship and ports of call may be limited or impossible, that assistance may be limited or impossible in case of an emergency or rough seas, and that there may be a lack of immediate access to medical services in certain parts of the world.

e. Service Animals. If you plan to bring a Service Animal on board, we request that you notify us at the time of booking and complete the Service Animal Request Form at least 60 days prior to the commencement of your cruise. This form should be completed and submitted to VRC at [customerrelations.anz@vikingcruises](mailto:customerrelations.anz@vikingcruises).

[com](#). Service Animal is defined according to Americans With Disability Act (“ADA”) regulations relevant to cruise vessels and means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability; emotional support animals are not Service Animals under relevant regulations. Service Animals are permitted in all public areas of the ship except for the galley, and other food preparation areas due to health regulations. Service Animals are not permitted to swim in the pools, whirlpools and spas, due to health regulations. Care and supervision are the responsibility of the owner. Service Animals must be leashed or harnessed in public areas. The passenger must provide food for any Service Animal. If refrigerated space is needed, please advise the ship’s Special Request Department. If you decide to disembark in a port, the Service Animal must remain on board in the event the Service Animal does not meet the country’s requirements to go ashore. Neither VRC nor Carrier has any control over ports that may prohibit Service Animals from going ashore. Local laws in the Galapagos restrict bringing animals. It is the guest’s responsibility to research the ports on the cruise itinerary and confirm if the Service Animal meets those countries’ entry requirements. If the Service Animal causes any damage on board, the passenger (owner of the Service Animal) will be held financially responsible. If the Service Animal’s behaviour creates a fundamental or direct threat to safety, the Service Animal and passenger may be denied boarding or may be removed from the ship at the passenger’s expense. You are also responsible for ensuring the Service Animal has all necessary vaccinations, as well for providing that documentation to customs or port officials if requested to do so.

f. Use of Oxygen. If you plan to bring oxygen on board, we request that you notify us at the time of booking and complete the Oxygen Concentrator Information Form at least 60 days prior to the commencement of your cruise. Approval to embark and use oxygen concentrators is at the discretion of the medical professionals, and the decision is final and binding. The Form should be completed and submitted to VRC at [customerrelations.anz@vikingcruises.com](mailto:customerrelations.anz@vikingcruises.com).

Guests who require supplemental oxygen administration are required to comply with the following:

- Approval to embark is at the discretion of the medical professionals.
- Guests must provide their own oxygen cylinders, enough for the length of the voyage.
- Liquid oxygen is strictly prohibited due to safety concerns.
- Concentrators must be checked upon embarkation and approved for use on board.
- If the length of the itinerary prohibits the initial on-loading of sufficient oxygen cylinders, the guest must make their own arrangements for additional cylinders or refills with a port.
- Cylinders must have the capability of being stored securely, upright, in a fixed system for the duration of the cruise.
- Due to the potentially hazardous nature of supplemental oxygen, the tanks must be stored in a secure area. The guest will be permitted only one tank in their cabin at a time.
- Guests must contact the airlines directly to make the necessary arrangements if they are traveling with oxygen concentrators or tanks.
- Guests must provide their own accessories including:
  - Cannula or mask
  - Wrench and tools required for initiation of a new cylinder
  - All connection accessories required to attach tubing to cylinder and access the flow of oxygen
  - Wheeled carrier for locomotion and mobility throughout the ship and ashore, or appropriate wheelchair connection to hold the cylinder.
  - Guests must arrange with a shoreside company to regulate their oxygen regulators and cylinders for extended itineraries.
  - The ship’s cylinders are for emergency situations only. The cylinders are bulk and will run out of oxygen in a shorter time due to a higher concentration ratio/regulator used.

g. Expedition Cruises. Passengers traveling on cruises offered by Viking Expedition, Ltd. and which may

involve travel to remote locales, including, but not limited to, the Arctic or Antarctic regions ("Expedition Cruises") are subject to additional terms and conditions as set forth in the Passenger Ticket Contract. Such passengers should read the Passenger Ticket Contract carefully as it contains acknowledgements, requirements, and warranties specific to Expedition Cruises. Expedition Cruises involve additional risks and dangers above and beyond those of non-Expedition Cruises. Because of these inherent risks, all passengers traveling on Expedition Cruises are required to submit a Fit to Travel letter prior to travel and to update the Fit to Travel letter as also set forth in the Passenger Ticket Contract. Expedition Cruises are subject to greater restrictions on services and accommodations than would otherwise be generally applicable, including but not limited to what passengers may be able to bring on board during their travel on an Expedition Cruise. If you are traveling on an Expedition Cruise, you warrant that you have no physical or psychological condition which would entail an unreasonable risk to the health or safety of others or to the safe conduct of the Expedition Cruise and agree to abide by all terms and conditions of the Passenger Ticket Contract.

**Possession of Prohibited Items, Illegal Drugs and/or Marijuana:** Marijuana possession 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 dangerous items, marijuana (including medical marijuana) or any illegal drugs or controlled substances on board 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. Refer to the Passenger Ticket Contract for more details.

**Security Guide:** As required by the U.S. Cruise Vessel Security and Safety Act of 2010, applicable to ocean cruise ships that embark or disembark in the United States, this guide provides information on emergency contacts and proper procedures for ocean cruises during such voyages. In the event of a medical emergency, missing person or criminal activity, you should immediately dial 999 or contact:

- Security Officer (Deck 1; Phone 9009) (on Viking Star Deck 6; Phone 9708; on Viking Sea Deck 6; Phone 9775)
- Guest Services Desk (Deck 1; Phone 9710)
- Medical Center (Deck A; Phone 2010 Nurse)

All these contacts are available 24 hours a day to report any such incident. The ship's Security Officer is responsible for responding to alleged crimes and missing persons and should be contacted immediately for any such event. Any missing persons and criminal activity should be reported immediately so that appropriate personnel can take prompt action and secure necessary information. The Carrier has zero tolerance for crime on board its vessels. On international voyages that embark or disembark in the United States we are required by federal law to report on-board felonies and missing U.S. nationals to federal agencies. For a missing U.S. national and all serious felonies (homicide, suspicious death, kidnapping, assault with serious bodily injury, sexual assaults as defined by federal laws, firing or tampering with the vessel, or theft of money or property in excess of US\$10,000) the incident must be reported to the F.B.I. as soon as possible. These requirements apply to incidents that occur on board in U.S. territorial waters, or on the high seas or in foreign waters if the assailant or victim is a U.S. national. The F.B.I. can assert criminal jurisdiction in all these circumstances. Each of the nations visited, as well as the vessel's nation of registry, may also assert jurisdiction and/or impose additional reporting requirements. VRC and the Carrier reserve the right to report any/all criminal allegations to any national, state or local law enforcement agency in addition to those mentioned. For missing persons or felonies arising at any time during the voyage you may independently contact the F.B.I. or U.S. Coast Guard.

For incidents within state or foreign waters or ports you may, in addition, contact local law enforcement authorities. We request you timely report any incident to vessel management. Failure to do so may prevent a thorough collection of information and evidence.

Contact information for entities who may assist you are set forth below:

**U.S. FEDERAL BUREAU OF INVESTIGATION (FBI) – [www.fbi.gov](http://www.fbi.gov)**

- National Threat Operation Center (NTOC) (800) 225-5324

**U.S. COAST GUARD – [www.uscg.mil](http://www.uscg.mil)**

- National Command Center (202) 372-2100
- Washington, D.C. Sector Command Center (202) 267-2100
- New York, New York Sector Command Center (718) 354-4120
- Boston, Massachusetts Sector Command Center (617) 223-5757
- San Juan, Puerto Rico Sector Command Center (787) 289-2041

**NATIONAL CENTER FOR VICTIMS OF CRIME**

- Phone: (855) 484-2846
- Website: <https://victimsofcrime.org>

**NATIONAL SEXUAL ASSAULT HOTLINE**

- Phone: (800) 656-4673
- Website: [www.rainn.org](http://www.rainn.org)

**NATIONAL ORGANIZATION FOR VICTIM ASSISTANCE**

- Phone: (800) 879-6682
- Website: [www.trynova.org](http://www.trynova.org)

**LOCAL LAW ENFORCEMENT**

- Boston, Massachusetts Police Department – (888) 333-2353
- Halifax, Canada Regional Police – (902) 490-5016
- Montreal, Canada Police – (514) 280-2222
- New York, New York Police Department – (646) 610-5000
- Royal Barbados Police Force – (246) 430-7100
- San Juan, Puerto Rico Police Force – (340) 776-9110
- Charlotte Amalie, U.S. Virgin Islands Police Department – (340) 774-2211
- St. John's, Royal Police Force of Antigua and Barbuda – (268) 462-0125
- Castries, Royal St. Lucia Police Force – (758) 456 3850
- Pointe-à-Pitre, Police Municipale – 0590 239-161
- Basseterre, Royal St. Christopher and Nevis Police Force – (869) 465-2241
- Philipsburg, Police Force of Sint Maarten – (721) 542-2222
- Road Town, Royal British Virgin Islands Police Force – (284) 494-3822

**Children/Minors:** Due to the nature of the cruise and travel itineraries, the Carrier does not maintain facilities or services on its vessels for individuals under the age of 18 years. For all cruises/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.

**Tips:** 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.

**Travel Insurance:** Viking Cruises strongly recommends that you obtain the appropriate travel insurance when you pay the deposit on your booking to cover any unforeseen circumstances that may occur before or during any cruise or associated travel (including but not limited to changes in itinerary as a result of significant flooding or low water levels). If you do not purchase travel insurance, you may not be able to recover any charges associated with the cancellation or unforeseen circumstances.

**Extensions:** The Extension packages as listed herein and in VRC Advertising have been developed in association with various international hotels. Situations may arise, voluntarily or involuntarily, that necessitate changes. We reserve the right to substitute hotels as it is deemed necessary and to provide comparable alternatives.

**Itineraries, Prices, and Items Not Included; Omissions:** Itineraries are subject to change and may need to be altered or cancelled specifically because of water levels or wind or other factors. Prices shown in any brochure and on the website are subject to change with or without notice. Adjustments for currency and/or fuel fluctuations may apply. Refer to the Passenger Ticket Contract for more information. Airfares are subject to change if bookings are not paid in full. Optional shore excursions/ tours/concerts, excess baggage charges, drinks, beverages and meals not included in the package are additional costs to the passenger. Neither VRC nor the Carrier are responsible for omissions, printing and/or presentation errors and reserve the right to make corrections as required. Check [www.vikingcruises.com.au](http://www.vikingcruises.com.au) for the most up-to-date prices, terms and conditions. In the event amendments or modifications of any nature are required, they may be added by the Carrier, by written notification to the passenger signed by an authorized director of the Carrier for the vessel.

**Trademarks:** The trademarks, service marks, trade names and logos (the "Trademarks") appearing in VRC advertising are trademarks and registered trademarks of the VRC or its affiliates. A partial list of the Trademarks owned by VRC or its affiliates is set out below and may not be exhaustive. All other trademarks belong to their respective owners. If you are unsure whether a trademark, service mark, trade name or logo not on the list is the property of VRC or its affiliates, please contact VRC at 138 747 (Australia) or at 0800 447 913 (New Zealand). VRC and its affiliates vigilantly enforce their intellectual property rights and will actively seek the recovery of any costs and/or damages they may incur in stopping the misuse or misappropriation of their intellectual property.

Trademarks of VRC and its affiliates and related companies include but are not limited to AQUAVIT TERRACE; DARE TO COMPARE; EXPLORING THE WORLD IN COMFORT; LONGSHIPS; THE WORLD'S LEADING RIVER CRUISE LINE...BY FAR; VIKING; VIKING and Ship Design; VIKING COASTAL CRUISES; VIKING COASTAL VOYAGES; VIKING CRUISES; VIKING EXPEDITIONS; VIKING EXPEDITIONS CRUISES; VIKING EXPLORING THE WORLD IN COMFORT and Ship Design; VIKING INCLUSIVE CRUISING; VIKING OCEAN CRUISES; VIKING OCEANS; VIKING RIVER CRUISES; VIKING RIVER CRUISES and Ship Design; VIKING RIVER CRUISES EXPLORING THE WORLD IN COMFORT and Ship Design; VIKING RIVERS; VIKING SEA; VIKING SKY; VIKING STAR; VIKING SUN; VIKING ORION; VIKING JUPITER; AND VIKING VOYAGES. VRC also does business under the name VIKING TOURS, which is a registered trade name in the United States.

**Photo Submission:** You grant to VRC, the Carrier and their affiliates a non-exclusive, royalty-free, transferable, sublicensable, perpetual, worldwide license to photos, videos and other visual or audio portrayals of you in any pictorial medium of any nature (collectively, the "photos") you may submit to VRC or the Carrier, or any portion of your photo, in any manner or media whatsoever, (whether now known or hereafter devised), for the purpose of using your photo on any website maintained by VRC or the Carrier or their affiliates, or in any promotional materials distributed by them or in connection with a Viking cruise or travel Services. Further, you waive all moral rights you may hold in a photo you may submit to VRC or the Carrier, in favour of them and anyone they allow to use the photo. You hereby irrevocably assign to VRC, the Carrier and their affiliates all right, title and interest in and to any such photos. They reserve the right not to use your photo for any reason.

You also grant to VRC, the Carrier and their affiliates the unlimited right and permission to use, store, reproduce, distribute, modify, perform, display, create derivative works from and otherwise exploit your image,



name, picture, likeness, voice and biographical information and any statements made by or concerning you as provided by you to Viking in connection with your submission of your photo ("Your Personal Information") or any material based thereon or derived therefrom, or to refrain from so doing, in any manner or media whatsoever (whether now known or hereafter devised), anywhere in the world, by any persons or entities deemed appropriate by them, for use on any of their websites, or in any promotional materials distributed by them, or in connection with any cruise or travel Services.

You agree you have the full right and authority to grant the rights granted in this section and agree that these terms do not in any way conflict with any existing commitment on your part. If the photos you submit include images of other travel companions, you agree and represent that you have obtained their permission to submit these photos (or that of their parent/legal guardian if they are a minor in their jurisdiction of residence) and that you have also obtained their agreement to these terms.

**RELEASE OF LIABILITY** —You shall have no right of approval, no claim to compensation and no claim (including, without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, blurring, distortion, faulty reproduction, illusionary effect or use in any composite form of the photo you submit to VRC or the Carrier or Your Personal Information. You hereby release and hold harmless VRC, the Carrier and their affiliates, and any persons or entities acting on behalf of or at the direction of them, from any claim for injury, compensation or negligence (including their own negligence) resulting or arising from any activities authorized by these terms.

**Questions; Office Address:** If you have any questions regarding these Terms or the Passenger Ticket Contract, please advise us in writing at Viking River Cruises Australia Pty. Ltd. 6/66 Wentworth Avenue, Surry Hills, NSW 2010, Australia. You may also contact us by phone at 138 747 (Australia) or at 0800 447 913 (New Zealand).

**Australian Consumer Law:** Nothing in these Terms and Conditions operates to exclude, restrict or modify any provision of the Competition and Consumer Act 2010 (Cth) or any equivalent laws applicable in any State or Territory in Australia.

**Severance:** If a provision in these Terms and Conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from these Terms and Conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms and Conditions.