



## PASSENGER TICKET CONTRACT—MISSISSIPPI RIVER

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VIKING RIVER CRUISES AUSTRALIA PTY. LTD.

**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 TIME LIMITS FOR CLAIMS AND SUITS (AS DETAILED IN ARTICLE 15); DESIGNATED FORUM AND APPLICABLE LAW (ARTICLE 16), AND CLASS ACTION WAIVER (ARTICLE 17). 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. TRAVEL PROTECTION INSURANCE COVERAGE AND TRIP CANCELLATION INSURANCE ARE STRONGLY RECOMMENDED. YOU ARE FURTHER DIRECTED TO CAREFULLY READ AND UNDERSTAND ARTICLE 11, [www.vikingcruises.com.au/oceans/my-trip/health-and-safety/health-and-safety-program.html](http://www.vikingcruises.com.au/oceans/my-trip/health-and-safety/health-and-safety-program.html) AND COMMUNICATIONS FROM US (SUCH AS AN ENVOGRAM FROM OUR RESERVATION SYSTEM) WHICH CONTAIN IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES AND REQUIREMENTS RELATED TO PUBLIC HEALTH, INCLUDING COVID-19.

### 1. DEFINITIONS.

- a. The words "you", "your", "guest" and "Passenger" mean all persons, including minors, travelling 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 all of the terms and conditions contained herein, and your authorization to accept them for all other persons travelling with or accompanying you, along with any further terms and conditions of which we may separately notify you in writing.
- b. The words "we", "us", "our" and "Carrier" mean the operator of the Ship for your cruise tour, which words also include the owner, charterer, manager, and its or their respective agents, servants and employees and the Ship itself, and except as specifically noted below, independent contractors (including caterers and concessionaires). The Carrier is Viking USA LLC, which is incorporated in Delaware and has operating offices in Woodland Hills, California. VIKING RIVER CRUISES AUSTRALIA PTY LTD ACTS SOLELY AS A SALES AGENT FOR THE CARRIER AND NEITHER OWNS NOR OPERATES THE SHIP DESCRIBED HEREIN AND THUS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ACTS OR OMISSIONS OF THE CARRIER, VESSEL OWNER OR OPERATOR IN REGARD TO THE CRUISES OR CRUISE TOURS DESCRIBED HEREIN.
- c. The word "Ship" means the vessel chartered, operated, or provided by us as the Carrier on which you, as our Passenger, will be travelling. The *Viking Mississippi* is a vessel registered in the United States.
- 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 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 protection insurance coverage, and prepaid gratuities, 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" may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well as third-party fees and charges arising from a vessel's presence in a harbour or port. Prepaid charges may also include fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Any increase or decrease of prepaid charges incurred by Carrier may be made the subject of an adjustment in our discretion.

h. The term "Cabin Baggage" means all baggage allowed aboard the Ship and placed in your cabin according to this Passenger Ticket Contract Terms and Conditions. "Other Baggage" means any of your baggage or other personal property which has been stored in the Ship'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 or as changed as provided herein.

j. The term "cruise" or "cruise tour" means the cruise on the Ship plus any land tour component, and all product, excursions or tours purchased through Carrier.

k. The term "COVID-19 Policies and Procedures" means the policies, procedures, practices, and conditions which we deem necessary to attempt to prevent, slow, or mitigate any potential outbreak of coronavirus disease 2019, caused by the virus, SARS-CoV-2. When the term "COVID-19" is used in this Passenger Ticket Contract, it includes infection or suspected infection with the SARS-CoV-2 virus even where no symptoms or physical signs are present.

**2. FUEL SUPPLEMENT.** We reserve the right to, and you expressly agree we may, impose a surcharge for significant increase in our fuel costs. An additional charge may be assessed at any time prior to your payment in full of the Cruise Fare in the event that the price of light sweet crude oil according to the NYMEX (New York Mercantile Exchange Index) is greater than \$50.00 USD per barrel of oil.

**3. THIRD PARTY BENEFICIARIES.** You and Carrier agree and intend that certain third-party beneficiaries derive rights and exemptions from liability as a result of this Passenger Ticket Contract. Specifically, all of Carrier's rights, limitations of and exemptions from liability, defences and immunities set for the herein will also inure to the benefit of the following persons and entities who shall be considered "Carrier" only for purposes of such rights, exemptions from liability, defences and immunities: Carrier's employees, agents, the Ship, the ship's tenders, the ship's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, retail shop personnel, shore excursion providers, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

**4. 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 scheduled ports, including embarkation and final destination are as specified on the invoice and itinerary issued as part of this Passenger Ticket Contract.

**5. CRUISE FARE.** Upon receipt of payment by you 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 these Passenger Ticket Contract terms and

conditions 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.

**6. 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 (unless providing a different cabin is prohibited by law), 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, labourers, 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, unless the applicable law provides otherwise. 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, labour conflicts, weather, surf, shallow or high waters, insurrections, disturbances on board or ashore, epidemics or pandemics of communicable diseases (including but not limited to COVID-19, influenza, norovirus), governmental restraints or declarations relating to epidemics or pandemics, other restraints of any governmental authority, health emergencies, acts of God, 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, unless the law provides otherwise, 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, unless otherwise required by applicable law:

- 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 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 refund Cruise Fare paid to us.
- 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 except as otherwise noted in this Passenger Ticket Contract.

## **7. 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. Carrier is not 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 Carrier, for which you shall at all times remain liable, or any failure to remit a refund from 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 this 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.

b. Non-Transferability. The itinerary, invoice and Passenger Ticket Contract are not transferable or assignable by you and are valid only on the Ship and for the cruise tour shown therein.

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 this Passenger Ticket Contract.

d. Cancellation Fees. Any cancellation of your cruise or cruise tour must be received in writing by our Australian and New Zealand sales representative, Viking River Cruises Australia Pty. Ltd., at its office located at Level 6/66 Wentworth Avenue, Surry Hills, NSW 2010, Australia. In such event cancellation fees shall apply as described in this Article, unless expressly stated otherwise in Article 11 of this Ticket Contract, or unless provided otherwise by applicable law. 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 August 1, 2021:**

Written Notice Received Days Prior to Cruise/Tour Departure Date	Cruise/Tour/Land/Air Inclusive Cancellation Fee Per Passenger
121 days or more	Loss of deposit
120–60 days	50% of Full Fare
59–0 days	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.

**8. 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 March 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.

**9. PRE-BOARDING AND EMBARKATION REQUIREMENTS.** 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 affidavits, visas, inoculation 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. 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 at the location designated for pre-boarding procedures at least four (4) hours before the scheduled time for initiation of pre-boarding procedures, which time may differ from other Passengers on the same cruise due to the necessity of processing each Passenger through pre-boarding procedures.

**10. PROHIBITED ITEMS; ILLEGAL DRUGS; MARIJUANA; RIGHT TO SEARCH AND SEIZURE.** You may not take on board firearms, weapons, explosives, lithium batteries (except as otherwise expressly allowed under Article 12(c) hereof), 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 federal law. Marijuana possession and/or use, including medical marijuana and CBD oil, and possession or use of any illegal drugs, is strictly prohibited onboard 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.

**11. 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 TRAVELLING 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 OUR CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

b. Right to Refuse Booking or Passage, to Disembark or Quarantine. We reserve 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 whose presence, in the opinion of the Master or any doctor, may be detrimental to

the safety or wellbeing of 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, we observe guidance and directives of cognizant health authorities. You acknowledge that these directives may change from time to time and that our 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 [www.vikingcruises.com.au/oceans/my-trip/health-and-safety/health-and-safety-program.html](http://www.vikingcruises.com.au/oceans/my-trip/health-and-safety/health-and-safety-program.html), OR EXPRESSED IN ANY COMMUNICATION (SUCH AS AN ENVOGRAM FROM OUR RESERVATION SYSTEM OR INSTRUCTIONS DELIVERED IN WRITING OR ORALLY BY VIKING 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 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 this Ticket Contract.

d. COVID-19 Policies and Procedures. You acknowledge that our 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 us in our 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) on board 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) daily (or otherwise periodically) during the cruise; (4) temperature checks of Passengers 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, and entertainment events on board 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 us prior to embarkation (including at airports, during ground transportation or during hotel stays), during embarkation procedures, while on board and during disembarkation and shore excursions, except when in your 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 on board 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 Cabin and cabins specially used for isolation), quarantine or emergency disembarkation of Passenger if, in our 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 us to carry out our 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 us to carry out our 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 us 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 this Ticket Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine on board the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in our 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 we 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 us.

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 we otherwise determine in our sole discretion that you are unfit to embark due to COVID-19 or any other any communicable disease, we will deny you boarding. 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 we determine that you have failed to comply with our COVID-19 Policies and Procedures or this Ticket Contract, you will be entitled to a refund of the amount you paid to us as Cruise Fare or, at your election, a future cruise credit equal in value to the amount you paid to us as Cruise Fare, subject to your providing verification satisfactory to us of results of any tests administered by providers other than those retained by us. If you are denied embarkation because we, in our sole discretion, suspect you may be infected with COVID-19 or other communicable disease, unless we determine that you have failed to comply with our COVID-19 Policies and Procedures or this Ticket Contract, you will be entitled to a future cruise credit equal in value to the amount you paid to us 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 we 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 COVID-19 or exhibits signs or symptoms of, COVID-19 or other communicable disease, or are suspected of having COVID-19 or other communicable disease, we may disembark, refuse to board you after a shore excursion, or quarantine you as well as members of your travelling party, or take other steps which we determine, in our sole discretion, are necessary under the circumstances to protect the health and well-being of others. If, after embarkation, 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 we determine that you have failed to comply with our COVID-19 Policies and Procedures or this Ticket Contract and subject to your providing verification satisfactory to us of results of any tests administered by providers other than those retained by us, you will be entitled to a refund of the amount you paid to us as Cruise Fare prorated to the time of the disembarkation, refusal to reboard or quarantine or, at your election, you will be entitled to a future cruise credit equal in value to the amount of such prorated refund.

If, after embarkation, we, in our sole discretion, suspect you may be infected with COVID-19 or other communicable disease and you are disembarked, refused reboarding or quarantined as a result, unless we

determine that you have failed to comply with our COVID-19 Policies and Procedures or this Ticket Contract, you will be entitled to a future cruise credit equal in value to the amount you paid to us 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, we shall have no other liability for any other compensation or other damages whatsoever, including but not limited to compensation for lodging or travel, or medical care.

## **12. PASSENGER'S WARRANTIES AND FITNESS; PREGNANCY; ACCESSIBILITY LIMITATIONS; HEALTH AND SPECIAL NEEDS.**

a. Warranties and Fitness. You warrant that you and all other Passengers travelling 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 and orders and directions of the Ship's Master and officers, as applicable, and that your conduct will not impair the safety of the Ship or the safety of other Passengers. We 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. We are unable to accommodate women past their 24th week of pregnancy.

b. Special Needs. Guests are strongly encouraged to advise us at 138 747 (Australia), or at 0800 447 913 (New Zealand) of any accessibility requirements prior to booking so we can determine if reasonable accommodations are available. Please request the appropriate accessibility form 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 an accommodation during the cruise or cruise tour, including if the Passenger requires the use of a wheelchair or other mobility equipment, not to exceed 22" in width. Unless a particular item has been requested in writing in advance of travel and we can accommodate the request, 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 or cruise tour is booked and for which an accommodation is requested, you are requested to advise us in writing. Carrier endeavours to reasonably accommodate special access needs but 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 limit or preclude certain Passengers from going ashore. 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, or toileting. 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 on board. 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/1,000 = 10.4 mAh × 3.7 v=28.48 Wh (under the limit of 160 Wh). Carrier is not liable for any denial of services by independent suppliers such as air carriers, hotels, or restaurants.

**13. COMPLIANCE WITH LAWS, REGULATIONS AND SHIP'S ORDERS; INDEMNIFICATION.** You must at all times comply with the requirements of all port, health, customs, and police authorities, and all other laws and regulations of each locale, or state 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 travelling under this Passenger Ticket Contract.

**14. MEDICAL AND OTHER PERSONAL SERVICES.** We do not maintain a physician or infirmary on the Ship. The Ship is equipped to provide only basic first aid if you become injured or ill until you can be evacuated from the Ship for medical care onshore. You acknowledge that the availability of such evacuation may be limited or delayed by circumstances such as weather conditions or limitations at ports of call. You also acknowledge that



any medical care you do receive, whether onboard or onshore, will not be provided by anyone acting under our control or direction, or as our agent. 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, unless otherwise required by applicable law. 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, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Guest.

## **15. CARRIER'S LIABILITY; TIME LIMITS.**

### **a. LIABILITY LIMITATIONS.**

i. LIABILITY LIMITED TO OUR NEGLIGENCE. WE SHALL NOT BE LIABLE FOR DEATH, INJURY, ILLNESS, DAMAGE, DELAY, LOSS OR DETRIMENT CAUSED BY ACT OF GOD, WAR OR WARLIKE OPERATIONS, CIVIL COMMOTIONS, LABOUR TROUBLE, INTERFERENCE BY AUTHORITIES, EPIDEMICS OR PANDEMICS OF COMMUNICABLE DISEASES (INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, NOROVIRUS), GOVERNMENTAL RESTRAINTS OR DECLARATIONS RELATING TO EPIDEMICS OR PANDEMICS, OTHER RESTRAINTS OF GOVERNMENTAL AUTHORITY, HEALTH EMERGENCIES, PERILS OF THE SEA, LURCHING OF THE VESSEL, 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 NEGLIGENCE OF PILOTS, TUGS, AGENTS OR INDEPENDENT CONTRACTORS, 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 NEGLIGENCE 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. 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 SHORESIDE INSTALLATION.

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 OR EXCEPT WHERE SUCH DAMAGES ARE PROVEN IN A COURT OF COMPETENT JURISDICTION TO HAVE BEEN INTENTIONALLY CAUSED BY CARRIER.

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 THIS 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. Any piece of baggage must be distinctly labelled 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 Cabin must be able to fit under the bed or in provided storage space within the Cabin.

iv. VALUABLES AND PERSONAL ITEMS. WE SHALL IN NO EVENT BE LIABLE FOR THE LOSS OF OR DAMAGE TO CASH, NEGOTIABLE SECURITIES, GOLD, SILVER, JEWELLERY, ORNAMENTS, PRECIOUS STONES, 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, UNLESS VALUE EXCEEDING THAT AMOUNT BE DECLARED IN WRITING. IF THE DECLARED VALUE EXCEEDS U.S.\$100.00, WE ARE ENTITLED TO CHARGE 5% OF VALUE DECLARED, UP TO U.S.\$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 U.S.\$5,000.00. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOSS OF OR DAMAGE TO ELECTRONICS, COMPUTERS (WHETHER HANDHELD, LAPTOP OR OTHER), DVD PLAYERS OR DIGITAL OR FLASH DRIVE COMPUTER EQUIPMENT, DISKS, MEMORY CARDS OR OTHER ELECTRONIC STORAGE, HANDHELD OR SIMILAR DEVICES, CELLULAR TELEPHONES, CAMERAS, VIDEO OR AUDIO TAPES, CDS, BINOCULARS, RECREATIONAL EQUIPMENT, DENTAL HARDWARE, COSMETICS, ELECTRIC HAIR APPLIANCES, EYEWEAR (INCLUDING EYEGLASSES, SUNGLASSES AND CONTACT LENSES), , LIQUOR OR OTHER ALCOHOLIC BEVERAGES, CIGARETTES, TOBACCO PRODUCTS OR BUSINESS OR OTHER DOCUMENTS, WHETHER CARRIED WITHIN YOUR LUGGAGE OR OTHERWISE.

v. SERVICES PROVIDED BY INDEPENDENT CONTRACTORS; SHORE EXCURSIONS. NO REPRESENTATIONS EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE SUITABILITY OF TRAVEL FACILITIES, EXCURSIONS, AIRLINE FLIGHTS, GROUND TRANSPORTATION OR OTHER INDEPENDENT CONTRACTORS. 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 NEGLIGENT OR INTENTIONAL ACTS OF ANY NATURE WHATEVER IN CONNECTION WITH ANY ACCOMMODATIONS, TRANSPORTATION, SERVICES, FACILITIES, EQUIPMENT, COMMON CARRIERS OR OTHER VEHICLES OR VESSELS PROVIDED BY INDEPENDENT CONTRACTORS OR ARISING FROM THEIR CONDUCT OR DURING ANY SHORE EXCURSION, WITH OR WITHOUT NOTICE, OR FOR ANY ADDITIONAL EXPENSES OCCASIONED THEREBY. 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. EVEN THOUGH WE SHALL BE ENTITLED TO COLLECT A FEE AND EARN A PROFIT FROM THE TICKETING OR SALE OF SHORE EXCURSIONS OR TOURS PROVIDED BY INDEPENDENT CONTRACTORS, AND EVEN THOUGH WE REQUIRE THAT SHORE EXCURSION OR TOUR OPERATORS COMPLY WITH OUR COVID-19 POLICIES AND PROCEDURES, WE NEITHER SUPERVISE NOR CONTROL THEIR ACTIONS AND MAKE NO REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THEIR SUITABILITY. IN ARRANGING FOR SERVICES BY ALL ON BOARD CONCESSIONS, ALL SHORE EXCURSION/ TOUR TICKETS, ALL PRE AND POST CRUISE AIRLINE FLIGHTS OR OTHER TRANSPORTATION OFF OF THE SHIP AND ITS TENDERS, OR ANY SERVICES BY ANY INDEPENDENT CONTRACTORS , WE DO SO SOLELY AS A CONVENIENCE FOR YOU. YOU ARE FREE TO USE OR NOT USE THESE SERVICES AND WE DO NOT GUARANTEE PERFORMANCE.

vi. CABIN BAGGAGE LIMITATION OF LIABILITY. ALL THE EXEMPTIONS FROM AND LIMITATIONS OF LIABILITY PROVIDED IN OR AUTHORIZED BY THE LAW OF THE UNITED STATES (INCLUDING TITLE 46 OF THE UNITED STATES CODE, SECTIONS 30501 THROUGH 30509, INCLUSIVE, AND 30511) WILL APPLY. WE SHALL NOT BE LIABLE FOR LOSS OF OR DAMAGE TO YOUR CABIN BAGGAGE IN ANY AMOUNT EXCEEDING U.S.\$500.00 PER PASSENGER. EXCEPT AS OTHERWISE PROVIDED, LIABILITY FOR OTHER BAGGAGE OR PROPERTY SHALL LIKEWISE BE LIMITED TO U.S.\$500.00 PER PASSENGER. SHOULD YOU DESIRE AN EXTENSION OF OUR LIABILITY OF U.S.\$500.00 FOR SUCH OTHER BAGGAGE OR PROPERTY, YOU MUST 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 U.S.\$5,000.00. LIABILITY WILL THEN BE EXTENDED TO THE AMOUNT OF THE TRUE VALUE DECLARED BUT IN NO EVENT EXCEEDING U.S.\$5,000.00. CARRIER DOES NOT UNDERTAKE TO CARRY AS BAGGAGE ANY TOOLS OF TRADE, HOUSEHOLD GOODS, FRAGILE OR VALUABLE ITEMS, PRECIOUS METALS, JEWELLERY, DOCUMENTS, NEGOTIABLE INSTRUMENTS OR OTHER VALUABLES, INCLUDING BUT NOT LIMITED TO THOSE SPECIFIED IN SECTION 30503 OF TITLE 46 OF THE UNITED STATES CODE. YOU WARRANT THAT NO SUCH ITEMS WILL BE PRESENTED TO CARRIER WITHIN ANY RECEPTACLE OR CONTAINER AS BAGGAGE, AND RELEASE CARRIER FROM ALL LIABILITY WHATSOEVER FOR LOSS OF OR DAMAGE TO SUCH ITEMS WHEN PRESENTED TO THE CARRIER IN BREACH OF THIS WARRANTY.

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

i. CLAIMS FOR PERSONAL INJURY, ILLNESS OR DEATH. NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER 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 VIKING RIVER CRUISES AUSTRALIA PTY LTD., INC. 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 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 IN ARTICLE 16 WITHIN ONE (1) YEAR FROM THE DATE WHEN THE PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED.

ii. ALL OTHER CLAIMS. NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER, 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 OR THIS 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 VIKING RIVER CRUISES AUSTRALIA PTY LTD., INC. 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 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 IN ARTICLE 16 WITHIN SIX (6) MONTHS FROM THE DATE OF TERMINATION OF THE CRUISE TOUR TO WHICH THE CLAIM RELATES.

**16. CHOICE OF LAW AND FORUM.** YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE, CRUISE TOUR OR THE PASSENGER TICKET CONTRACT SHALL BE DETERMINED EXCLUSIVELY IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. 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, IN AND 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

**17. WAIVER OF CLASS ACTION.** THIS PASSENGER TICKET CONTRACT PROVIDES 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 CARRIER 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.

**18. WAIVER OF IN REM PROCEEDINGS.** IN THE EVENT OF A MARITIME TORT, YOU MAY HAVE THE RIGHT TO PROCEED IN REM TO ARREST THE SHIP OR ITS APPURTENANCES FOR PURPOSES OF SECURITY, OR TO PROCEED

QUASI IN REM TO ATTACH ANY OF CARRIER'S SHIPS TO ESTABLISH JURISDICTION. YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO AN IN REM OR QUASI IN REM PROCEEDING TO ARREST OR ATTACH ANY OF CARRIER'S SHIPS FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION, AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

**19. 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.

**20. 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.

**21. 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. "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. You must comply with any applicable law regarding disembarkation of or with animals. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss or damage 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.

**22. 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.

**23. PAYMENTS.** Any and all payments made by you to us shall be made in currency of the Australian dollar or other currency acceptable to us. 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. Any other expenses incurred by you or by us on your behalf shall be payable by you on demand.

**24. TRAVELLING COMPANIONS.** You covenant and warrant that you are duly authorized by or on behalf of all Passengers named on or travelling 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. You agree to indemnify and defend us from any claims made against us by Passengers travelling under this Passenger Ticket Contract who assert they were not made aware of these Passenger Ticket Contract terms and conditions.

**25. FAILURE TO USE PASSENGER TICKET CONTRACT.** We reserve the right to cancel this Passenger Ticket Contract without any liability whatsoever for refund or compensation, unless otherwise required by applicable law, 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.

**26. 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.

**27. USE AND DISPLAY OF LIKENESS.** You hereby grant Carrier and its agents 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 Carrier and its agents, free from any claims by you or any person deriving any rights or interest from you. You hereby irrevocably assign to Carrier and its agents 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.

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

**29. AMENDMENTS AND MODIFICATIONS.** In the event amendments or modifications to this Passenger Ticket Contract are reasonably required they may be added by us as described herein and will be considered an enforceable part hereof.

**30. MISCELLANEOUS.** This Passenger Ticket Contract constitutes the entire understanding and agreement between you and Carrier and supersedes any other prior oral, implied, written or other representations or agreements between you and Carrier. (However, Viking's COVID-19 Policies and Procedures, as provided herein, may be altered from time to time as posted at [www.vikingcruises.com.au/oceans/my-trip/health-and-safety/health-and-safety-program.html](http://www.vikingcruises.com.au/oceans/my-trip/health-and-safety/health-and-safety-program.html)). The illegality or invalidity of any article, paragraph, clause, or provision of this Passenger Ticket Contract shall not affect or invalidate any other paragraph, clause or provision thereof and any such illegality or invalidity shall render any affected article, paragraph, clause or provision hereof ineffective only to the extent of such illegality or invalidity. All titles or headings set forth in this Passenger Ticket Contract are for convenience only and have no separate meaning or effect.

## **AIR TRANSPORTATION TERMS & CONDITIONS**

**Advice to International Passengers on Limitations of Liability:** Passengers embarking upon a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that the provisions of an international treaty (the Warsaw Convention, the 1999 Montreal Convention, or other treaty), as well as a Carrier's own contract of carriage or tariff provisions, may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. The applicable treaty governs and may limit the liability of Carriers to passengers for death or personal injury, destruction or loss of, or damage to, baggage, and for delay of passengers and baggage. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the Carrier's liability under an international treaty. For further information please consult your airline or insurance company representative.

**Domestic Notice:** Air Transportation to be provided between points in Australia or New Zealand 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, which may be included in the ticket set or may be obtained from the issuing company or agent. Please make sure you have received from the air carrier 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.

## **AUSTRALIA AND NEW ZEALAND TERMS AND CONDITIONS ADDENDUM**

**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.

**Severance.** If a provision in this agreement 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 this agreement 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 this agreement.