



PASSENGER TICKET CONTRACT

Last Updated Date: September 29, 2026

IMPORTANT NOTICE: THIS PASSENGER TICKET CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND CARRIER (AS DEFINED BELOW). BY BOOKING A CRUISE TOUR (AS DEFINED BELOW) OR BOARDING ANY SHIP, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PASSENGER TICKET CONTRACT, WHICH INCLUDE IMPORTANT LIMITATIONS ON YOUR RIGHTS AND MAY REQUIRE YOU TO BRING ANY CLAIM ARISING OUT OF YOUR CRUISE TOUR OR THIS PASSENGER TICKET CONTRACT IN A FORUM OUTSIDE OF THE UNITED STATES.

AMONG OTHER THINGS, THIS PASSENGER TICKET CONTRACT CONTAINS: SUBSTANTIAL PENALTIES FOR CANCELLATION (ARTICLE 5); LIMITATIONS OF LIABILITY FOR CLAIMS (ARTICLE 16); TIME LIMITS FOR ASSERTING CLAIMS (ARTICLE 16); DESIGNATED FORUM AND APPLICABLE LAW PROVISIONS (ARTICLE 17); A JURY TRIAL WAIVER (ARTICLE 18); A CLASS ACTION WAIVER (ARTICLE 19); AND A WAIVER OF CLAIMS AGAINST THE SHIP (ARTICLE 20).

PLEASE READ THIS PASSENGER TICKET CONTRACT CAREFULLY. UPON OUR RECEIPT OF YOUR DEPOSIT OR OTHER PAYMENT OR YOUR RECEIPT OF AN INVOICE FOR YOUR CRUISE TOUR, WHICHEVER OCCURS FIRST, BOTH YOU AND CARRIER WILL BE FULLY BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS PASSENGER TICKET CONTRACT.

TRAVEL PROTECTION COVERAGE (INCLUDING OUT-OF-PROVINCE HEALTH INSURANCE IN CANADA) AND TRIP CANCELLATION INSURANCE ARE STRONGLY RECOMMENDED.

1. DEFINITIONS.

- a. The terms “you”, “your”, “guest” and “Passenger” mean all persons, including minors, traveling under this Passenger Ticket Contract and each person’s heirs and personal or legal 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 traveling with or accompanying you, along with any further terms and conditions of which we may separately notify you in writing.
- b. The terms “we”, “us”, “our” and “Carrier” mean the operator of the specific Ship for your Cruise Tour, which terms also include the owner, charterer, manager and its or their respective agents, servants and employees, the Ship itself and third party beneficiaries, including Viking, independent contractors, medical personnel (including telemedicine providers) and providers of Shore Excursions and Other Facilities, to the extent specifically provided in Article 2. For Carrier information for each Ship, please visit “Carrier Information” at <https://www.viking.com/legal>. THE SALES AGENT ACTS SOLELY AS A SALES AGENT FOR CARRIER AND NEITHER OWNS NOR OPERATES ANY OF THE SHIPS AND THUS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ACTS OR OMISSIONS OF ANY CARRIER, SHIP OWNER OR OPERATOR IN REGARD TO ANY CRUISE TOUR.
- c. The term “Sales Agent” means Viking River Cruises, Inc.
- d. The term “Viking” means Viking Holdings Ltd or any of its subsidiaries, including Carrier and the Sales Agent.

- e. The term “Ship” means the vessel chartered, operated or otherwise provided by us as Carrier on which you will be traveling.
 - f. The term “Master” means the captain of the Ship or any person who acts under his authority.
 - g. The term “Cruise Tour Fare” means the total amount we charge in our invoice for your Cruise Tour, including the fare for the cruise on the Ship and all fees and charges for Other Facilities, but excluding Optional Shore Excursions and any beverage packages. Gratuities on board and on land are not included in your Cruise Tour Fare.
 - h. The term “Other Facilities” means all products, services and other charges which you incur for items not included in the fare for the cruise on the Ship, which may include, but are not limited to, land tour components, airfare, travel protection coverage, visas, prepaid gratuities and optional onboard services or add-ons, which are considered earned as those facilities and services are provided either by Carrier or a third party provider.
 - i. The term “Optional Shore Excursion” means those excursions that are not included in the fare for the cruise on the Ship but added and paid for by you prior to or during your Cruise Tour.
 - j. The term “Shore Excursion” means any and all shore excursions from the Ship, including Optional Shore Excursions.
 - k. The term “Cruise Tour” means the cruise on the Ship plus any and all Shore Excursions plus any and all Other Facilities, whether included in the initial invoice or added or paid for prior to or during your Cruise Tour.
2. **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, defenses and immunities set forth herein will also inure to the benefit of the following persons and entities who shall be considered “Carrier” only for purposes of such rights, limitations of and exemptions from liability, defenses and immunities: Carrier’s employees, agents and insurers; the Ship; the Ship’s tenders; the Ship’s owners, operators, managers, charterers and agents; any affiliated or related companies thereof, including Viking, and their officers, crew, pilots, agents or employees; all concessionaires, independent contractors, medical personnel (including telemedicine providers), retail shop personnel, health and beauty staff, fitness staff, providers of Shore Excursions, tour operators and other providers of Other Facilities; and shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to the Ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.
3. **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 Cruise Tour 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.
4. **CRUISE TOUR FARE.** Upon receipt of payment by you of the Cruise Tour Fare, we agree to provide the Cruise Tour according to all of the terms, conditions, limitations and exceptions contained in this Passenger Ticket Contract. The Cruise Tour Fare paid by you covers all normal shipboard services, meals, accommodations, facilities and included Shore Excursions for your cruise on the Ship. Optional Shore Excursions and other optional services or add-ons may be added by agreement subject to the terms and conditions of this Passenger Ticket Contract regarding our liability. The Cruise Tour Fare does not include: any surcharges based on our fuel costs; the exchange rate between the U.S. dollar and other currencies; our cost of airfare; fees and taxes imposed upon us by governmental or quasi-governmental agencies, such as port head taxes, value-added taxes, air and hotel taxes and similar taxes; or other unforeseen circumstances, which, in each case, subject to applicable law and the terms of this Passenger Ticket Contract, Carrier expressly reserves the right to impose or pass along with no right of cancellation by you implied.

5. **USE OF TRAVEL AGENT; TRAVEL COMPANIONS; 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 your 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 Tour on your behalf) of this Passenger Ticket Contract or other information from Carrier or its agent, or their acceptance of its terms and conditions on behalf of you and all Passengers in your booking, shall constitute receipt and acceptance by you and each such Passenger. It is your responsibility to confirm what your travel agent has received and accepted on your behalf.
- b. **Travel Companions.** You covenant and warrant that you are duly authorized by or on behalf of all Passengers named on or traveling under this Passenger Ticket Contract or any other Passenger Ticket Contract for a booking made by you to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting or using this Passenger Ticket Contract, he or she 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 agree to indemnify and defend us from any claims made against us by Passengers traveling under this Passenger Ticket Contract who assert they were not made aware of the terms and conditions of this Passenger Ticket Contract.
- c. **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 in your invoice.
- d. **Payment.** Your payment schedule 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 Carrier, or our representative, receive the required payments. We reserve all rights concerning the pricing of Cruise Tours and the payment schedule for Cruise Tour Fares. No portion of the Cruise Tour Fare will be refunded in whole or in part except as otherwise noted in this Passenger Ticket Contract.
- e. **Cancellation Fees.** Except as provided under "24-Hour Review" below, any cancellation of your Cruise Tour must be received in writing by our U.S. sales representative, the Sales Agent, at its principal offices located at 5700 Canoga Avenue, Woodland Hills, CA 91367. In the event of cancellation, cancellation fees shall apply as described in this Article, unless expressly stated otherwise in Article 14 of this Passenger Ticket Contract, mutually agreed as between the parties or otherwise required by applicable law. You acknowledge that your cancellation will cause Carrier difficulty in reselling your Cruise Tour and the cancellation fees described herein apply regardless of whether your 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 described herein are fair and reasonable as liquidated damages. Changes, modifications or cancellations of Other Facilities (such as air and hotels) may be subject to additional cancellation fees under the applicable invoice or terms and conditions, in addition to the fees set forth in Tables A and B below.
 - i. **24-Hour Review.** You have up to 24 hours after booking a Cruise Tour directly with the Sales Agent to cancel your Cruise Tour for any reason and receive a full refund with no cancellation fees by calling 877-668-4546.

ii. **Cancellation Fee Schedule for Cruise Tours of 35 days or less:**

Written Notice received Days Prior to Departure Date	Cancellation Fee Per Passenger
120 or more	US \$100.00
119 to 90	20% of Cruise Tour Fare
89 to 70	35% of Cruise Tour Fare
69 to 50	50% of Cruise Tour Fare
49 to 30	75% of Cruise Tour Fare
29 or fewer	100% of Cruise Tour Fare

iii. **Cancellation Fee Schedule for Cruise Tours more than 35 days:**

Written Notice received Days Prior to Departure Date	Cancellation Fee Per Passenger
180 or more	US \$1,000.00
179 to 150	20% of Cruise Tour Fare
149 to 120	40% of Cruise Tour Fare
119 to 90	60% of Cruise Tour Fare
89 to 60	80% of Cruise Tour Fare
59 or fewer	100% of Cruise Tour Fare

Optional Shore Excursions and Travel Protection Coverage: Cancellation of Optional Shore Excursions and travel protection coverage is subject to the separate terms and conditions applicable to those products.

- f. **Booking Errors.** We reserve the right, at any time prior to sailing, to cancel any booking for a Cruise Tour that was made as a result of a typographical error, technical or system malfunction or other error in pricing or availability, whether or not such error is obvious or manifest. If we cancel a reservation due to a booking error, our sole obligation and liability shall be the prompt refund of all monies paid to us for the booking, without interest; no further compensation, damages or costs (including consequential or incidental expenses whatsoever) shall be recoverable. You acknowledge and agree that no contract is formed based on any erroneous price or availability, and that we shall not be bound by any such error.
6. **SURCHARGES.** Subject, in each case, to compliance with all applicable laws, we reserve the right to, and you expressly agree we may, impose surcharges in addition to the Cruise Tour Fare, based on: our fuel costs; the exchange rate between the U.S. dollar and other currencies; our cost of airfare; fees and taxes imposed upon us by governmental or quasi-governmental agencies, such as port head taxes, value-added taxes, air and hotel taxes and similar taxes; or other unforeseen circumstances. These surcharges to the Cruise Tour Fare may be imposed at our discretion in any amount and utilizing any methodology of our choosing.
7. **MINIMUM AGE.** We do not maintain facilities or services on the Ship for individuals under the age of 18 years. You must be 18 years old on or before the day you are scheduled to embark on your Cruise Tour.
8. **PRE-BOARDING AND EMBARKATION REQUIREMENTS.** Upon initiation of pre-boarding procedures, you shall have in your possession: this Passenger Ticket Contract; a passport valid until six (6) months following

disembarkation (if leaving the United States at any time) or a valid government issued identification (if not leaving the United States at any time); any necessary affidavits, visas, pertinent visa waivers, travel authorizations, inoculation or vaccination cards compliant with the requirements of the destinations visited; proof of travel insurance or travel protection coverage where required by the itinerary and allowed by law; 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 documents required by applicable laws and we reserve the right to refuse boarding or disembarkation if you fail to have and maintain all such documents. 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 applicable laws nor shall we be liable for the consequence of any insufficiency or irregularity in your documents or the noncompliance by you with applicable laws. You are required to be at the location designated for pre-boarding procedures at least four (4) hours before the scheduled time for the initiation of pre-boarding procedures, which time may differ from other Passengers on the same Cruise Tour due to the necessity of processing each passenger through pre-boarding procedures.

9. **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 approved in writing), controlled or prohibited substances or illegal drugs, marijuana, medical marijuana or CBD oil, inflammable or hazardous items, or any contraband prohibited by local, state, federal, maritime or national law. 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 the Ship 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 stateroom and your 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 or transportation of nonprescription narcotics, controlled substances or any other illegal commodity of any nature.
10. **COMPLIANCE WITH LAWS, REGULATIONS AND SHIP'S ORDERS; CODE OF CONDUCT; TRAVEL SANCTIONS; INDEMNIFICATION.**
 - a. **Compliance with Laws, Regulations and Ship's Orders; Code of Conduct.** You must at all times comply with the requirements of all immigration, port, health, customs and police authorities, and all laws and regulations of each locale, state or nation visited. You must at all times comply with the orders of Carrier and the Ship's officers. You must at all times refrain from any behavior that affects the comfort, enjoyment, safety or wellbeing of other passengers or crew members. If you fail to comply with any applicable laws, regulations or the Ship's orders or behave in a manner that affects the comfort, enjoyment, safety or wellbeing of other passengers or crew members, you may be disembarked without liability for loss, expenses incurred, damage or compensation of any kind, denied future travel or subject to other action in Carrier's sole discretion.
 - b. **Travel Sanctions.** You agree to comply fully with all applicable sanctions laws and regulations enforced by the United States Department of the Treasury Office of Foreign Assets Control, the European Union restrictive measures and other relevant sanctions and trade control authorities worldwide. Any Passenger found to be in violation of these sanctions or subject to restrictions under applicable laws will be denied

boarding. In such cases, Passenger, along with any other passengers included in Passenger's reservation, will not be entitled to any refund, compensation or damages for being denied boarding or having their reservation cancelled. Carrier expressly reserves the right to cancel, suspend or refuse any booking or boarding at any time, including after the booking has been confirmed or paid in full, if changes in laws, regulations, sanctions programs or other relevant circumstances arise that would cause Carrier or its affiliates to be in violation of any applicable legal or regulatory requirements. It is solely your responsibility to ensure compliance with all applicable travel, customs, immigration and sanctions laws for all countries included in the itinerary for your Cruise Tour. Carrier and its affiliates disclaim all liability for any consequences arising from your failure to comply with such laws or from Carrier's enforcement of applicable sanctions policies.

- c. **Indemnification.** You agree to indemnify us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon Carrier or the Ship by virtue of any act or violation of law by you or by any or all Passengers named on or traveling under this Passenger Ticket Contract.

11. PUBLIC HEALTH.

- 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 CURRENT INFORMATION ABOUT HEALTH RISKS RELATED TO YOUR CRUISE TOUR. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT DURING YOUR CRUISE TOUR, WHILE ABOARD THE SHIP, IN TERMINALS AND BOARDING AREAS, DURING ACTIVITIES ASHORE OR WHILE TRAVELING TO OR FROM THE SHIP, YOU OR OTHER PASSENGERS 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 EXPOSURE 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 PASSENGER TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURE AND ALL RELATED DAMAGES, LOSSES, 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 who: (1) may be suffering from a contagious or infectious disease or any other disease that any U.S. or international health agency has determined should result in restrictions on travel; or (2) in our sole opinion, is not fit to travel or whose presence may be detrimental to the comfort, safety or wellbeing of the person or any other person or might be excluded from landing at any destination by immigration or other governmental authorities. You agree that such decisions are final and binding. If a reservation is cancelled by us pursuant to this clause, our sole obligation and liability shall be the prompt refund of all monies paid to us for the booking, without interest; no further compensation, damages or costs (including consequential or incidental expenses whatsoever) shall be recoverable. Any additional expenses incurred by any person as a result of denial of embarkation or removal from the Ship shall be the sole responsibility of such person.

12. PASSENGER'S WARRANTIES AND FITNESS; ACKNOWLEDGEMENT OF RISKS; PREGNANCY; SPECIAL NEEDS AND DISABILITIES; ACCESSIBILITY LIMITATIONS; MEDICAL SERVICES.

- a. **Passenger's Warranties and Fitness.** You warrant that you and all other Passengers traveling in your party: (1) are physically, emotionally and otherwise fit to undertake the Cruise Tour; (2) are comfortable moving around the Ship in case of an emergency or rough waters; (3) are aware of the lack of immediate access to medical services on the Ship and in certain parts of the world; (4) have

received all medical inoculations or vaccinations necessary; (5) will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Master, officers and medical staff, as applicable; and (6) will not impair the safety of the Ship or jeopardize or inconvenience 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. You are further advised that the living standards and practices at your travel destinations, including those with respect to the provision of utilities, services and accommodation, may differ from those found in the United States or Canada.

- b. **Acknowledgment of Risks.** THERE ARE INHERENT RISKS ASSOCIATED WITH TRAVELING ABOARD SHIPS THAT ARE UNIQUE TO CRUISE TOUR TRAVEL. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT WHILE ABOARD THE SHIP, YOU MAY BE EXPOSED TO LURCHING OF THE SHIP OR OTHER PERILS OF THE SEA, WHICH ARE BEYOND CARRIER'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THIS PASSENGER TICKET CONTRACT, INCLUDING THE RISK OF INJURY OR DEATH ARISING FROM SUCH SHIP MOVEMENTS AND ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.
- c. **Pregnancy.** We are unable to accommodate women who will be (1) past their 22nd week of pregnancy at the conclusion of travel on any Cruise Tour or (2) past their 16th week of pregnancy at the conclusion of travel on any Cruise Tour involving travel on an expedition vessel. You are further advised that many Cruise Tours, especially Cruise Tours involving travel on an expedition vessel, visit remote areas and you may not have access to obstetrics or gynecological facilities for several days. You are encouraged to discuss the advisability of travel while pregnant with your obstetrician prior to traveling with us.
- d. **Special Needs and Disabilities.** You are strongly encouraged to advise us, either at the time of booking or at least 60 days prior to the commencement of your voyage, of any mobility, medical, physical, emotional or mental condition which may require an accommodation during your Cruise Tour, including if you require the use of a wheelchair or other mobility device. You may notify us of any mobility, medical, physical, emotional or mental condition which may require an accommodation during your Cruise Tour by completing our [Health & Accessibility Form](#), contacting us at 1-877-668-4546 or sending us an email to accessibilityservices@viking.com. Passengers are advised that filling out [the Health & Accessibility Form](#) does not automatically indicate approval or confirmation for any specific accommodation request or service. If a mobility, medical, physical, emotional or mental condition arises after your Cruise Tour is booked, you are requested to advise us immediately. In the absence of timely notification, we may not be able to prepare for your needs to the fullest extent possible and cannot ensure requested accommodations will be available.

You must bring, and be solely responsible for, all necessary items related to your special needs or disability and we strongly encourage you to notify us of any mobility device or other medical equipment that you want to bring on board so that we can determine if it can be accommodated in your stateroom. Due to safety considerations, any mobility devices and other medical equipment brought on board must comply with Carrier's requirements, including size and weight restrictions, and be stored in your stateroom. Generally, mobility devices must be 22" wide or less (when folded or collapsed) and weigh under 50 pounds. Please note that some itineraries may not be able to accommodate mobility devices or other medical equipment due to local infrastructure, operational limitations or other safety considerations. As a result, without prior approval, we cannot guarantee that you will be able to bring your mobility device or other medical equipment on board.

Passengers are advised that the inherent risks associated with traveling on a Cruise Tour can be more significant for passengers with disabilities or special needs. Passengers should consider their needs

when booking a Cruise Tour. Please be advised that our crew will not assist with personal tasks, such as eating, dressing, toileting, bathing or provide other personal extensive assistance. We reserve the right to cancel a booking, deny boarding or restrict access in the event that a passenger represents a risk to themselves or to the safety and well-being of those on board.

- e. **Accessibility Limitations.** You acknowledge and understand that: (1) not all Ships have elevators and some Ships have split-level decks or significant thresholds that may restrict access for passengers with mobility disabilities; (2) at certain ports, passengers may not be able to use a mobility device to go ashore due to port infrastructure, safety risks or physical impediments; (3) airports and motorcoaches in certain regions are not designed to be wheelchair accessible; (4) for certain Cruise Tours, additional conditions, restrictions or limitations on the use of mobility devices may exist that are beyond our control; (5) certain international, foreign or local safety requirements, standards or regulations involving the design, construction or operation of the Ship, docks, gangways or other facilities on or off the Ship may restrict access to facilities or activities for passengers with mobility disabilities; (6) airlines, hotels and other providers of Other Facilities may have additional restrictions on the use of mobility devices; (7) our crew will not lift guests or provide other assistance to those with mobility disabilities where such assistance creates safety concerns; (8) we may restrict access on the Ship or on shore in the event that a passenger represents a risk to themselves or to the safety and well-being of those on board; and (9) certain Cruise Tours may not be appropriate for passengers with mobility or other physical disabilities. Passengers with any mobility or other physical disabilities should review their itinerary and the Ship's layout, consider their needs and contact us for additional information about available accommodations. Carrier is not liable for any denial of services by Carrier, air carriers, hotels, restaurants or other third-party providers of Other Facilities. You assume the full risk of use of mobility devices on any Cruise Tour and of any prohibitions on the use of mobility devices imposed by Carrier or third-party vendors.
- f. **Medical Services.** You acknowledge and agree that: (1) the availability of medical care may be limited or delayed, and emergency medical evacuation will not be possible from every location to which the Ship sails; (2) for Cruise Tours involving travel on a river vessel, we do not maintain a physician or infirmary on the Ship and the Ship is only equipped to provide basic first aid; (3) all health, medical or other personal services in connection with your Cruise Tour are provided solely for your convenience and benefit and you will be charged for such services.; (4) any medical care you do receive, whether onboard or onshore, will not be provided by anyone acting under Carrier's control or direction, or as our agent; (5) medical services are provided at your sole risk and expense without liability or responsibility of Carrier whatsoever and agree to indemnify Carrier for all medical or evacuation costs or expenses incurred on your behalf, unless otherwise required by applicable law; (6) doctors, nurses or other medical 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; and (7) we do not undertake to supervise the medical expertise of any medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other medical services.

13. **REQUIREMENTS, ACKNOWLEDGEMENTS AND WARRANTIES FOR CRUISE TOURS ON EXPEDITION VESSELS.** If your Cruise Tour involves travel on an expedition vessel, notwithstanding any other term or condition herein, you acknowledge and agree that: (1) your Cruise Tour has additional risks and dangers above and beyond those of other Cruise Tours, such as, by way of example only, a greater likelihood that you will be exposed to extreme weather conditions or other unpredictable forces of nature (including the behavior of animals), a greater likelihood that you will be required to exert yourself physically or psychologically, that you will travel to remote regions far from medical services (including regions where it is difficult or even impossible to carry out medical evacuations by helicopter or other means) and that equipment may malfunction in remote locations; (2) you assume the risks of traveling on your Cruise Tour and the possibility of injury to yourself or your property, and the resulting consequences; (3) the reason, at least in part, for your travel on your Cruise

Tour is because of the excitement and enjoyment resulting from, at least in part, the risks inherent to your Cruise Tour; (4) your Cruise Tour may not be able to offer the same services and accommodations as other Cruise Tours and that you may be subject to greater restrictions on what you may bring on board than you would be on other Cruise Tours; (5) the pricing of your ticket is based on your assumption of the inherent risks of your Cruise Tour; (6) you warrant that you have no physical or mental condition which would entail an unreasonable risk to the health or safety of others participating in your Cruise Tour; (7) we reserve the right to deny boarding or to exercise any other right set forth in this Passenger Ticket Contract if we determine that your physical or mental condition entails an unreasonable risk to the health or safety of you or others participating in your Cruise Tour; (8) on certain expedition itineraries, you will be required to (A) provide us a personal medical questionnaire, completed by both you and a qualified medical provider, within 90 days (and no later than 45 days) prior to departure; (B) inform us in writing of any changes to the answers to any items in the submitted personal medical questionnaire at least 30 days before departure and at time of embarkation, and (C) alert us immediately by emailing accessibilityservices@viking.com after you become aware of any changes to any answers to any items in the submitted personal medical questionnaire after embarkation; (9) by providing us with any medical information relevant to your Cruise Tour, we are not in any manner whatsoever providing you with medical advice regarding the advisability or safety of participating in your Cruise Tour or any activities related to your Cruise Tour as we are not a medical provider; and (10) you may be required to purchase and provide proof of travel insurance or travel protection coverage for certain locations visited during your Cruise Tour and travel will be prohibited if adequate proof is not provided.

14. **CARRIER'S RIGHTS AND DISCRETION.** Carrier may, in its sole discretion and for any lawful, non-discriminatory reason, cancel a booking at any time prior to sailing or deny embarkation or require disembarkation of any passenger. 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 Tour; change or postpone the date or time of sailing or arrival; change your port of embarkation or disembarkation; provide a different stateroom than the one initially assigned; modify or omit any activity on or off the ship; shorten or lengthen the Cruise Tour; change, add or omit ports of call; substitute the Ship; provide for alternate transportation; or render assistance to preserve life or property. 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 or deviate from or change the advertised or intended route at any stage of the voyage and may proceed to and stay at any place whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, passengers or members of the Ship's company, for this, or any prior or subsequent voyage or for any purpose whatsoever that we, as Carrier, or the Master of the Ship 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 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 of the Ship, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, surf, shallow or high waters, insurrections, disturbances on board or ashore, epidemics or pandemics of communicable diseases (including, but not limited to, COVID-19, influenza and 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 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:

- If we cancel the Cruise Tour before it has started, we will, at our option, refund the Cruise Tour Fare actually received, provide a future cruise voucher, provide other compensation or provide another substitute Cruise Tour.
- 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.
- If your scheduled port of embarkation or disembarkation is changed, we will arrange transportation to the new port from the originally scheduled port.
- If any governmental agency publishes an informative announcement regarding travel conditions in or to a specific country or location included in the scheduled itinerary, we reserve the right to operate the Cruise Tour as scheduled or change the itinerary; alternatively, we reserve the right to cancel the Cruise Tour and refund Cruise Tour Fare paid to us.
- If the Cruise Tour is shortened or terminated, we will, at our option, provide a proportionate refund, future cruise voucher or other compensation or 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 Tour Fare and we will have no responsibility to pay or compensate you in any manner, including consequential damages.
- If we change your stateroom to one of lesser cost, we will refund to you the difference in the cost between the stateroom you paid for and the new one except as otherwise noted in this Passenger Ticket Contract.

15. **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 labeled with your name, Ship's name, stateroom 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 must be able to fit under the bed or in provided storage space within your stateroom.

16. **CARRIER'S LIABILITY AND LIMITATIONS OF LIABILITY; TIME LIMITS FOR CLAIMS.**

a. **LIABILITY LIMITED TO OUR NEGLIGENCE.**

YOU AGREE THAT IN NO EVENT SHALL WE BE LIABLE FOR DEATH, INJURY, ILLNESS, DAMAGE, DELAY, LOSS OR DETRIMENT CAUSED BY ANY ACT OF GOD, WAR OR WARLIKE OPERATIONS, CIVIL COMMOTIONS, LABOR TROUBLE, INTERFERENCE BY AUTHORITIES, EPIDEMICS OR PANDEMICS OF COMMUNICABLE DISEASES (INCLUDING, BUT NOT LIMITED TO, COVID-19, INFLUENZA AND NOROVIRUS), GOVERNMENTAL RESTRAINTS OR DECLARATIONS RELATING TO EPIDEMICS OR PANDEMICS, OTHER RESTRAINTS OF GOVERNMENTAL AUTHORITY, HEALTH EMERGENCIES, PERILS OF THE SEA, LURCHING OF THE SHIP, 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 OR ANY OTHER CAUSE OF WHATSOEVER NATURE EXCEPT AND UNLESS IT IS PROVEN THAT SUCH DEATH, INJURY, ILLNESS, DAMAGE, DELAY, LOSS OR DETRIMENT 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 SHALL NOT EXCEED THOSE LIMITATIONS PROVIDED BY THE APPLICABLE LAW DESCRIBED BELOW. YOU AGREE THAT IN NO EVENT SHALL WE BE LIABLE TO YOU IN ANY CIRCUMSTANCES FOR ANY INCIDENT OR INJURY ARISING FROM EVENTS OCCURRING OUTSIDE OF THE SHIP (INCLUDING, BUT NOT LIMITED TO, EVENTS OCCURRING ASHORE OR ON SHORE EXCURSIONS), OTHER THAN, WITH RESPECT TO ANY BAGGAGE, WHEN THE SAME IS IN OUR CUSTODY AT ANY SHORESIDE INSTALLATION.

b. CONSEQUENTIAL OR PUNITIVE DAMAGES; EMOTIONAL DISTRESS.

YOU AGREE THAT IN NO EVENT SHALL WE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, NOTWITHSTANDING ANY LAW TO THE CONTRARY. YOU HEREBY DISCLAIM ALL LIABILITY 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 AS PROXIMATELY CAUSED BY OUR NEGLIGENCE AND ARISING FROM AND ATTRIBUTABLE TO A PHYSICAL INJURY TO YOU OR YOU HAVING BEEN AT ACTUAL RISK OF IMMEDIATE PHYSICAL INJURY OR EXCEPT WHERE SUCH DAMAGES ARE PROVEN IN A COURT OF COMPETENT JURISDICTION TO HAVE BEEN INTENTIONALLY CAUSED BY US.

c. LIMITATION OF LIABILITY FOR LOST OR DAMAGED BAGGAGE OR OTHER PROPERTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY FOR ANY LOSS OF OR DAMAGE TO ALL BAGGAGE AND ANY OTHER PROPERTY LAWFULLY BROUGHT ON BOARD BY YOU REGARDLESS OF WHETHER CARRIED IN BAGGAGE OR BY YOU SHALL NOT EXCEED \$300.00 UNLESS YOU SHALL SPECIFY ITS TRUE VALUE, IN WRITING, AND PAY TO US BEFORE EMBARKATION 5% OF THE AMOUNT THAT SUCH VALUE EXCEEDS \$300.00, IN WHICH CASE OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE ACTUAL DAMAGE SUSTAINED UP TO SUCH SPECIFIED VALUE, BUT NOT EXCEEDING \$5,000.00. IN NO EVENT SHALL WE BE LIABLE FOR NORMAL WEAR OR TEAR OF PROPERTY OR BAGGAGE. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOSS OF OR DAMAGE TO ELECTRONICS, COMPUTERS (WHETHER 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, MONEY, GOLD, JEWELRY, WATCHES, PRECIOUS STONES AND METALS, SECURITIES, FINANCIAL INSTRUMENTS, TICKETS, WORKS OF ART, BINOCULARS, RECREATIONAL EQUIPMENT, DENTAL HARDWARE, COSMETICS, ELECTRIC HAIR APPLIANCES, EYEWEAR (INCLUDING EYEGLASSES, SUNGLASSES AND CONTACT LENSES), HEARING AIDS, MEDICATIONS, MEDICAL EQUIPMENT, LIQUOR OR OTHER ALCOHOLIC BEVERAGES, CIGARETTES, TOBACCO PRODUCTS OR BUSINESS OR OTHER DOCUMENTS OR OTHER VALUABLES, WHETHER CARRIED WITHIN YOUR LUGGAGE OR OTHERWISE. IF YOU TRAVEL BY AIR OR OTHER TRANSPORTATION, THE TERMS AND CONDITIONS OF THE AIRLINE OR OTHER TRANSPORTATION PROVIDER APPLY TO YOUR CARRIAGE ON THOSE CONVEYANCES, AND WE WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO PROPERTY INCLUDING BAGGAGE, VALUABLES AND OTHER PERSONAL BELONGINGS ARISING OUT OF, OR RELATED TO, SUCH AIR OR OTHER TRAVEL.

d. SERVICES PROVIDED BY INDEPENDENT CONTRACTORS; SHORE EXCURSIONS; OTHER FACILITIES.

YOU AGREE THAT NO REPRESENTATIONS EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE SUITABILITY OF OTHER FACILITIES, SHORE EXCURSIONS, AIRLINE FLIGHTS, GROUND

TRANSPORTATION, MEDICAL SERVICES, SPA SERVICES OR OTHER SERVICES PROVIDED BY 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 WHATSOEVER IN CONNECTION WITH ANY ACCOMMODATIONS, TRANSPORTATION, SERVICES, FACILITIES OR EQUIPMENT USED OR PROVIDED BY INDEPENDENT CONTRACTORS OR ARISING FROM THEIR CONDUCT OR DURING ANY SHORE EXCURSION OR OTHER FACILITIES, WITH OR WITHOUT NOTICE, OR FOR ANY ADDITIONAL EXPENSES INCURRED 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, OTHER FACILITIES, TOURS AND OPTIONAL SERVICES PROVIDED BY INDEPENDENT CONTRACTORS, WE NEITHER SUPERVISE NOR CONTROL THEIR ACTIONS AND MAKE NO REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THEIR SUITABILITY. IN ARRANGING MEDICAL SERVICES, ON BOARD CONCESSIONS, SPA SERVICES, SHORE EXCURSIONS, OTHER FACILITIES, AIRLINE FLIGHTS OR OTHER TRANSPORTATION OFF OF THE SHIP OR ANY OTHER SERVICES PROVIDED BY ANY OTHER 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. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU IN RESPECT TO ANY OCCURRENCE TAKING PLACE OFF THE SHIP OR ON PROPERTY OR EQUIPMENT NOT OWNED OR OPERATED BY US, OR FOR ANY EVENT CAUSED BY THE CRIMINAL CONDUCT OF ANY THIRD PARTY WHO IS NOT OUR EMPLOYEE.

e. LIMITATIONS ON OUR LIABILITY.

YOU ACKNOWLEDGE AND AGREE WE SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH, INJURY, ILLNESS, DAMAGE, DELAY OR ANY OTHER LOSS TO PERSON OR PROPERTY OF ANY KIND SUFFERED BY YOU OR ANY OF THE OTHER PASSENGERS IN YOUR PARTY AS PROVIDED UNDER THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1974 AS WELL AS THE PROTOCOL TO THE CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA OF 1976 AS ADOPTED BY SWITZERLAND (THE "ATHENS CONVENTION AND 1976 PROTOCOL"). THE ATHENS CONVENTION AND 1976 PROTOCOL LIMIT OUR LIABILITY FOR DEATH OF OR PERSONAL INJURY TO A PASSENGER TO NO MORE THAN 46,666 SPECIAL DRAWING RIGHTS ("SDRS") (APPROXIMATELY U.S. \$65,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL). IN ADDITION, OUR LIABILITY FOR THE LOSS OF OR DAMAGE TO YOUR BAGGAGE OR OTHER PROPERTY IS LIMITED UNDER THE ATHENS CONVENTION AND 1976 PROTOCOL. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISE TOURS COVERED BY THE ATHENS CONVENTION AND 1976 PROTOCOL. ONLY APPLICABILITY AND THE LIABILITY LIMITS PROVISIONS OF THE ATHENS CONVENTION AND 1976 PROTOCOL SHALL APPLY TO CLAIMS ARISING UNDER THIS ARTICLE, WITH ARTICLE 17 DETERMINING THE VENUE AND CHOICE OF LAW APPLICATION AND SUBSECTION (H) BELOW DETERMINING TIME LIMITATIONS OF ACTIONS. THE PARTIES DO NOT INTEND TO INCORPORATE ANY PROVISION FROM THE ATHENS CONVENTION AND 1976 PROTOCOL OTHER THAN WHAT IS EXPLICITLY STATED HEREIN. A COPY OF THE ATHENS CONVENTION AND 1976 PROTOCOL WILL BE PROVIDED BY CARRIER UPON WRITTEN REQUEST.

FOR CRUISES EMBARKING OR DISEMBARKING IN THE UNITED STATES, OR OTHERWISE SUBJECT TO THE JURISDICTION OF U.S. LAW, THE LIMITATIONS ON LIABILITY SET FORTH ABOVE SHALL ONLY APPLY TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY THE MANDATORY PROVISIONS OF U.S. LAW.

f. ADDITIONAL LIABILITY LIMITATIONS FOR NON-U.S. CRUISE TOURS ON RIVER SHIPS.

ON CRUISE TOURS INVOLVING TRAVEL ON A RIVER SHIP THAT DO NOT EMBARK, DISEMBARK OR CALL AT ANY U.S. PORT, IN ADDITION TO ALL THE RESTRICTIONS AND EXEMPTIONS FROM LIABILITY PROVIDED IN THE ATHENS CONVENTION AND 1976 PROTOCOL, WE SHALL HAVE THE BENEFIT OF ANY LIMITATION OF, OR EXONERATION FROM, LIABILITY UNDER THE STRASBOURG CONVENTION ON THE LIMITATION OF LIABILITY OF OWNERS OF INLAND NAVIGATION VESSELS (THE "CLNI 1988"), AS ADOPTED BY SWITZERLAND (OR CANADA IN THE CASE OF INDIVIDUAL RESIDENTS OF QUEBEC). THE CLNI 1988 LIMITS OUR LIABILITY TO 60,000 SDRS (APPROXIMATELY U.S. \$83,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) MULTIPLIED BY THE NUMBER OF PASSENGERS THE SHIP, ACCORDING TO ITS CERTIFICATE, IS ALLOWED TO CARRY, NOT TO EXCEED IN ANY EVENT MORE THAN 12 MILLION SDRS (APPROXIMATELY U.S. \$17 MILLION, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) TO APPLY TO THE AGGREGATE OF ALL CLAIMS ARISING AGAINST US OUT OF AN OCCURRENCE. FINALLY, AS A CHOICE OF LAW, THE INTERNATIONAL CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS, 1976 (THE "LLMC") SHALL BE APPLICABLE AND OUR LIABILITY SHALL BE LIMITED AS DESCRIBED IN THE LLMC; NAMELY 60,000 SDRS (APPROXIMATELY U.S. \$83,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) MULTIPLIED BY THE NUMBER OF PASSENGERS THE SHIP, ACCORDING TO ITS CERTIFICATE, IS ALLOWED TO ACCOMMODATE; NOT TO EXCEED IN ANY EVENT MORE THAN TWENTY-FIVE (25) MILLION SDRS TO APPLY TO THE AGGREGATE OF ALL CLAIMS WHICH ARISE ON ANY DISTINCT OCCASION AGAINST CARRIER, WITH RESPECT TO DAMAGES SUFFERED ON AN INLAND NAVIGATION SHIP, NOT TO BE LESS THAN 720,000 SDRS OR MORE THAN (A) 3 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF NOT MORE THAN 100; (B) 6 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF NOT MORE THAN 180; AND (C) 12 MILLION SDRS FOR SHIPS WITH AN AUTHORIZED PASSENGER TRANSPORT CAPACITY OF MORE THAN 180.

A COPY OF THE CLNI 1988 AND THE LLMC WILL BE PROVIDED BY CARRIER UPON WRITTEN REQUEST.

g. ADDITIONAL LIABILITY LIMITATIONS FOR EU CRUISE TOURS ON OCEAN AND EXPEDITION SHIPS.

FOR CRUISE TOURS INVOLVING TRAVEL ON AN OCEAN OR EXPEDITION SHIP THAT EMBARK OR DISEMBARK IN A PORT OF A EUROPEAN UNION MEMBER STATE, IN THE EVENT THAT SECTION 10(E) DOES NOT APPLY AS A MATTER OF LAW, YOU ACKNOWLEDGE AND AGREE THAT WE SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH, INJURY, ILLNESS, DAMAGE, DELAY OR ANY OTHER LOSS TO PERSON OR PROPERTY OF ANY KIND SUFFERED BY YOU OR ANY OF THE OTHER PASSENGERS IN YOUR PARTY AS PROVIDED UNDER E.U. REGULATION 392/2009. UNLESS THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, WHICH IS DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY E.U. REGULATION 392/2009), OUR LIABILITY TO YOU IS LIMITED TO NO MORE THAN 400,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$552,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL), PROVIDED THAT THE PASSENGER PROVES THAT THE INCIDENT WAS A RESULT OF OUR FAULT OR NEGLIGENCE. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, OUR LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$345,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$552,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF

WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, OUR LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NON-SHIPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$345,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) OR 340 MILLION SDRS PER SHIP (APPROXIMATELY U.S. \$469 MILLION, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) PER INCIDENT. ADDITIONALLY, OUR LIABILITY FOR THE LOSS OF OR DAMAGE TO YOUR BAGGAGE OR OTHER PROPERTY IS LIMITED UNDER EU REGULATION 392/2009. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISE TOURS COVERED BY EU REGULATION 392/2009. ONLY APPLICABILITY AND THE LIABILITY LIMITS PROVISIONS OF EU REGULATION 392/2009 SHALL APPLY TO CLAIMS ARISING UNDER THIS ARTICLE, WITH ARTICLE 17 DETERMINING THE VENUE AND CHOICE OF LAW APPLICATION AND SUBSECTION (H) BELOW DETERMINING TIME LIMITATIONS OF ACTIONS. THE PARTIES DO NOT INTEND TO INCORPORATE ANY PROVISION FROM EU REGULATION 392/2009 OTHER THAN WHAT IS EXPLICITLY STATED HEREIN. A COPY OF EU REGULATION 392/2009 IS AVAILABLE AT <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32009R0392&from=EN>.

FOR CRUISES EMBARKING OR DISEMBARKING IN THE UNITED STATES, OR OTHERWISE SUBJECT TO THE JURISDICTION OF U.S. LAW, THE LIMITATIONS ON LIABILITY SET FORTH ABOVE SHALL ONLY APPLY TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY THE MANDATORY PROVISIONS OF U.S. LAW.

h. OTHER LIABILITY LIMITATIONS.

IN ADDITION TO ALL THE RESTRICTIONS AND EXEMPTIONS FROM LIABILITY PROVIDED IN THIS PASSENGER TICKET CONTRACT, YOU ACKNOWLEDGE AND AGREE THAT OUR LIABILITY WILL BE GOVERNED BY THOSE OTHER AND FURTHER LIMITATIONS OF LIABILITY SET FORTH IN THE STATUTORY MARITIME AND GENERAL LAWS OF SWITZERLAND WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, AS THE LAW GOVERNING THIS PASSENGER TICKET CONTRACT.

YOU ACKNOWLEDGE AND AGREE WE SHALL BE ENTITLED TO THE MAXIMUM PROTECTION ALLOWED BY ALL APPLICABLE LAWS, INCLUDING STATUTORY PROTECTION AS TO AMOUNTS OF DAMAGES RECOVERABLE. NOTHING IN THIS CONTRACT IS INTENDED TO NOR SHALL IT OPERATE TO LIMIT OR DEPRIVE CARRIER OF ANY STATUTORY LIMITATION OF OR EXONERATION FROM LIABILITY UNDER ANY APPLICABLE LAWS. THESE STATUTES PROVIDE FOR POTENTIALLY SIGNIFICANT LIMITATIONS OR EXONERATION FROM LIABILITY THAT CANNOT BE QUANTIFIED OR ESTIMATED IN ADVANCE AS THEY VARY DEPENDING ON CIRCUMSTANCES OF THE CASUALTY OR LOSS. ON ANY CRUISE TOUR INCLUDING ANY PORT IN THE UNITED STATES, ALL THE RESTRICTIONS, EXEMPTIONS FROM, AND LIMITATIONS OF LIABILITY PROVIDED IN (OR AUTHORIZED BY) THE LAWS OF THE UNITED STATES WITH RESPECT TO OUR LIABILITY TO A PASSENGER SHALL APPLY, INCLUDING BUT NOT LIMITED TO, TITLE 46 OF THE UNITED STATES CODE §§ 30301-30308 AND 30501 THROUGH 30530.

FOR CRUISES EMBARKING, DISEMBARKING OR CALLING AT A PORT IN THE UNITED STATES, IN THE EVENT OF ANY INCONSISTENCY BETWEEN INTERNATIONAL CONVENTIONS INCORPORATED HEREIN AND APPLICABLE MANDATORY U.S. LAW, INCLUDING 46 U.S.C. § 30509 AND GENERAL U.S. MARITIME LAW, THE PROVISIONS OF MANDATORY U.S. LAW SHALL PREVAIL.

i. TIME LIMITS FOR CLAIMS; FORFEITURE.

TO THE EXTENT ALLOWED BY LAW, THE FOLLOWING TIME LIMITS AND FORFEITURE PROVISIONS APPLY TO ALL CLAIMS AND SUITS YOU CHOOSE TO BRING AGAINST US AND CANNOT BE WAIVED. YOU ACKNOWLEDGE AND AGREE THAT THESE TIME LIMITATION PERIODS SHALL SUPERSEDE ALL OTHER POTENTIALLY APPLICABLE LIMITATION PERIODS TO THE EXTENT LONGER THAN THOSE PROVIDED

HEREIN.

CLAIMS FOR PERSONAL INJURY, ILLNESS OR DEATH. NO SUIT SHALL BE MAINTAINABLE AGAINST US 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 US 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 US 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 17 WITHIN ONE (1) YEAR FROM THE DATE WHEN THE PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED AND SUCH SUIT IS SERVED WITHIN 120 DAYS OF FILING.

ALL OTHER CLAIMS. NO SUIT SHALL BE MAINTAINABLE AGAINST US, AND ANY SUCH SUIT SHALL BE FORFEITED, FOR ANY CLAIM WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A 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 US 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 US 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 17 WITHIN SIX (6) MONTHS FROM THE DATE OF TERMINATION OF THE CRUISE TOUR TO WHICH THE CLAIM RELATES AND SUCH SUIT IS SERVED WITHIN 120 DAYS OF FILING.

17. CHOICE OF LAW AND FORUM.

a. CHOICE OF LAW AND FORUM FOR ALL CRUISE TOURS EXCEPT CRUISE TOURS ON MISSISSIPPI RIVER.

EXCEPT FOR CRUISE TOURS INVOLVING TRAVEL ON THE MISSISSIPPI RIVER, YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE TOUR OR THIS PASSENGER TICKET CONTRACT SHALL BE DETERMINED EXCLUSIVELY IN ACCORDANCE WITH THE STATUTORY MARITIME AND GENERAL LAW OF SWITZERLAND. HOWEVER, FOR CRUISES EMBARKING, DISEMBARKING, CALLING AT A PORT IN THE UNITED STATES OR OTHERWISE SUBJECT TO THE JURISDICTION OF U.S. LAW, IF A MANDATORY PROVISION OF APPLICABLE U.S. LAW PROHIBITS THE ENFORCEMENT OF ANY LIMITATION OF LIABILITY PERMITTED UNDER SWISS LAW (INCLUDING THE LIABILITY LIMITATIONS SET FORTH IN THE ATHENS CONVENTION), SUCH U.S. LAW SHALL APPLY SOLELY TO THE ENFORCEABILITY OF THAT PARTICULAR LIMITATION, AND IN ALL OTHER RESPECTS, THE STATUTORY MARITIME AND GENERAL LAWS OF SWITZERLAND SHALL APPLY.

EXCEPT FOR CRUISE TOURS INVOLVING TRAVEL ON THE MISSISSIPPI RIVER, YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE TOUR OR THIS PASSENGER TICKET CONTRACT 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.

YOU AGREE THAT THE CHOICE OF LAW AND FORUM SELECTION PROVISION IN THIS PARAGRAPH APPLY NOT JUST TO DISPUTES IN WHICH WE ARE A PARTY, BUT TO LITIGATION IN WHICH ANY THIRD PARTY BENEFICIARY (AS DESCRIBED IN ARTICLE 2 ABOVE) IS A PARTY AS WELL.

b. CHOICE OF LAW AND FORUM FOR CRUISE TOURS ON MISSISSIPPI RIVER.

SOLELY FOR CRUISE TOURS INVOLVING TRAVEL ON THE MISSISSIPPI RIVER, YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE TOUR OR THIS 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.

SOLELY FOR CRUISE TOURS INVOLVING TRAVEL ON THE MISSISSIPPI RIVER, YOU AGREE THAT ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE TOUR OR THIS PASSENGER TICKET CONTRACT SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA IN NEW ORLEANS, LOUISIANA, 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 ORLEANS PARISH, LOUISIANA, 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. YOU AGREE THAT THE CHOICE OF LAW AND FORUM SELECTION PROVISION IN THIS PARAGRAPH APPLY NOT JUST TO DISPUTES IN WHICH CARRIER IS A PARTY, BUT TO LITIGATION IN WHICH ANY THIRD PARTY BENEFICIARY (AS DESCRIBED IN ARTICLE 2 ABOVE) IS A PARTY AS WELL.

18. **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE WHATSOEVER IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM A CRUISE TOUR OR THIS PASSENGER TICKET CONTRACT.
19. **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.
20. **WAIVER OF IN REM PROCEEDINGS.** 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 OR OTHER PROPERTY 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 OR OTHER PROPERTY FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION, AND WILL RELY SOLELY ON THE CREDIT OF CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.
21. **THIRD PARTY CHARGES.** We, as 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 or purchase will be your sole responsibility.
22. **ENGLISH LANGUAGE.** Information and instructions are in English as the primary language for all Cruise Tours, but any shore excursions and travel before and after the Cruise Tour may include interaction in foreign countries or with foreign providers where English is not the primary language.
23. **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 unless otherwise required by applicable law. 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 of the Ship, to transfer you for medical reasons, the cost of such transfer shall be

borne by you. Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at your sole risk and expense, you may be denied subsequent boarding, and you will not be entitled to any refund, payment, compensation or credit of any kind. You acknowledge that for round trip Cruise Tours commencing in a country that stop in other ports of that country, you may visit but may not permanently disembark in any port in that country other than the port of embarkation. If you do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, you hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire Cruise Tour.

24. **ANIMALS.** No pets or other animals are allowed on board the Ship except for qualified and approved service dogs with at least 60 days advance notice to Carrier. If you are planning to travel with a service animal, you should submit the [Service Animal Request Form](#) to accessibilityservices@viking.com as soon as possible and no later than 60 days prior to the commencement of travel so that we can provide additional information about bringing a service dog on board or any local regulations that may prevent you from bringing a service dog on board or into a country. You agree that you are responsible for obtaining all required documents for, and complying with all local regulations applicable to, service dogs disembarking at ports of call and at final destination. If you choose to disembark at a port where your service dog does not meet the requirements to go ashore, your service dog must remain on board and you must make arrangements to ensure that your service dog is cared for. Please be advised that documentation, immunization and quarantine requirements are established by government authorities and are subject to change without notice. Our crew will not care for your service dog and your service dog cannot be left in a stateroom unattended. Service dogs are not permitted in pools, whirlpools, spas or food preparation areas due to health regulations. You are responsible for the behavior of your service dog at all times. You and your service dog may be denied boarding or removed from the ship in the event of behavior that poses a risk to the safety and well-being of those on board. You agree to accept responsibility, reimburse and indemnify Carrier for any injury, loss or damage related to the presence of a service dog.
25. **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.
26. **PAYMENTS; AUTHENTICATION; SMS CONSENT.** Any and all payments made by you to us shall be made in the currency of the United States of America 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.

STRONG CUSTOMER AUTHENTICATION ("SCA"). SCA is a requirement of EU Directive 2015/2366. SCA may require you, as a cardholder, to authenticate certain payments by using a two-part authentication process. A Merchant-Initiated Transaction ("MIT") may not require SCA. Costs that may be incurred during your Cruise Tour may be processed as MITs ("other costs"). To process other costs as MITs, this may require (a) your initial consent to an MIT arrangement and (b) the initial authentication of your payment card. When you consent to the authentication of your payment card, you consent to, and execute, an MIT arrangement.

By providing your phone number in connection with any reservation, or any other service or offering, you consent to receive automated text messages to that phone number with information and updates related to such Cruise Tour, service or offering. These texts may be about your reservation status, payment timelines, pending items to complete a reservation, reservation updates or air travel arrangements, for example. Message frequency may vary. Standard SMS and data rates apply. Text 'HELP' for help. Text 'STOP' any time to opt out of future SMS messages.

27. **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.

28. **OVERBOOKING.** You agree that we retain the right to overbook accommodations. In the event that the accommodation referenced in your invoice 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 Tour in substitution.
29. **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, "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 portrayals.

Without our express prior written consent, you expressly agree not to use, post, share or upload any portrayals (a) of you or any other passenger in combination with crew or the Ship, or (b) 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 or any other Passenger in combination with crew or the Ship for your private noncommercial use.

30. **PRIVACY POLICY.** For a complete description of our Privacy Policy, which may be updated from time to time without notice, please visit <https://www.vikingcruises.com/privacy-policy/index.html>.
31. **AMENDMENTS AND MODIFICATIONS.** We may modify or amend in whole or in part this Passenger Ticket Contract at any time. In the event this Passenger Ticket Contract is modified, amended, suspended or changed, we will provide at least 30 days written notice before the amendment comes into effect. You may refuse the amendment by sending us written notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice, in which case the amendment will not apply to you and this Passenger Ticket Contract will continue to govern your booking in the form in effect immediately before the amendment came into force.
32. **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. 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.
33. **CARRIER INFORMATION.** The Sales Agent acts solely as a sales agent for Carrier. The Sales Agent neither owns nor operates any of the Ships and thus assumes no responsibility or liability for acts or omissions of any Carrier, Ship owner or operator in regard to any Cruise Tour. Other than for Cruise Tours on the Mississippi River, Carriers are neither domiciled nor based in the United States or Canada. For Carrier information for each Ship, please visit "Carrier Information" at <https://www.viking.com/legal>. The vessel operating office for each Ship is in Basel, Switzerland.
34. **AIR TRANSPORTATION TERMS & CONDITIONS.**
- a. **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, as well as an air 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 may limit the liability of air 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 air carrier's liability under an international treaty. For further information, please consult your airline or insurance company representative.

- b. **U.S. Notice.** Air transportation to be provided between points in the U.S. (including its overseas territories and possessions) is subject to the individual contract terms (including rules, regulations, tariffs and conditions) of the transporting air carriers, which are herein incorporated by reference and made part of this Passenger Ticket Contract. Please make sure you have received from the air carrier their terms and conditions and legal notices relating to baggage liability limitations and overbooking, and any other terms and conditions to air transportation or services.

35. **CANADIAN ADDENDUM.**

- a. **Amendments-Residents of Canada.** For residents of Canada, we may modify in whole or in part this Passenger Ticket Contract at any time. In the event this Passenger Ticket Contract is amended, suspended or changed, we will provide at least 30 days written notice before the amendment comes into effect, setting out the new clause, or the amended clause, and how it read formerly, and the date on which the change will come into effect. You may refuse the amendment and rescind this Passenger Ticket Contract without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice.
- b. **Carrier Liability, Choice of Law and Forum-Residents of Quebec.** For individual residents of Quebec, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall be governed, in the first instance, by the Athens Convention, with protocols and amendments as adopted by Canada, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Quebec and Canada, as the law governing this Passenger Ticket Contract. For individual residents of Quebec, any dispute arising out of or in connection with this Passenger Ticket Contract may be determined solely by the courts of the City of Montreal in the Province of Quebec.