

# IMPORTANT NOTICE

## 2017 PASSENGER TICKET CONTRACT

### Terms and Conditions

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AS OUR PASSENGER AND THE CARRIER IDENTIFIED BELOW. THIS PASSENGER TICKET CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING DEATH OR INJURY CLAIMS, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL THESE TERMS AND CONDITIONS CAREFULLY. UPON RECEIPT OF YOUR DEPOSIT, OR FULL PAYMENT, OR UPON RECEIPT OF A CONFIRMATION LETTER OR FINAL INVOICE FROM US, BOTH THE PASSENGER AND THE CARRIER WILL BE FULLY BOUND BY ALL OF THE TERMS AND CONDITIONS WHICH FOLLOW, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION. VACATION PROTECTION INSURANCE COVERAGE (INCLUDING OUT-OF PROVINCE HEALTH INSURANCE IN CANADA) AND TRIP CANCELLATION INSURANCE IS STRONGLY RECOMMENDED. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

#### 1. DEFINITIONS.

- a. The words “you”, “your”, “guest” and “passenger” mean all persons, including minors, traveling under this Passenger Ticket Contract and each person’s heirs and personal representatives. Your acceptance of this Passenger Ticket Contract represents your acknowledgment and acceptance of these Terms and Conditions for you and for all other persons traveling under this Passenger Ticket Contract, all of whom accept and agree to all the conditions of carriage either written here or which we may separately notify you of in writing.
- b. The words “we”, “us”, “our” and “Carrier” means the operator of the specific ship for your cruise which will be either Viking River Tours LTD, Viking Ocean Cruises LTD, or Viking Cruises USA LTD, each a corporation organized and existing in current good standing pursuant to the laws of Bermuda, which words also include the Owner, Charterer, Operator, Manager, and their respective Agents, Servants and Employees and the Ship itself, and except as specifically noted below, Independent Contractors (including Caterer and Concessionaires).
- c. The word “Ship” means the vessel chartered, operated, or provided by us as the Carrier on which you, as our Passenger, will be traveling.
- d. The word “Master” means the Captain of the Ship or any person who acts under his authority.
- e. The term “Cruise Fare” means the total amount we charge in our invoice and which is paid as cruise fare and for those additional facilities and services added to the cruise tour, but excludes Optional Facilities, Services Fees and/or personal charges. Gratuities on board and on land are not included in your Cruise Fare. The term “Full Fare” is defined as the full combined cost of any Cruise Fare, land or air component purchased from Viking 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 vacation protection insurance coverage, visas 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 package but added and paid for by you prior to or during the cruise.

g. The term "prepaid charges" means that separate amount paid by you to cover the cost of authorized government fees and charges concerning the specific itinerary of your cruise tour. Any increase or decrease of authorized government fees and charges may be made the subject of an adjustment to prepaid charges, in our discretion.

h. The term "Cabin Baggage" means all baggage allowed aboard the Ship and placed in your cabin according to these 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.

2. IDENTIFICATION. Your name and the names of all passengers in your party, the name of the Ship, the sailing date, your accommodations, the date of issuance of this Passenger Ticket Contract, your total Cruise Fare and all ports, including embarkation and final destination are as specified on this Passenger Ticket Contract.

3. CRUISE FARE. Upon receipt of payment by you of the total Cruise Fare we agree to transport you from the point 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 all of the terms and conditions of this Passenger Ticket Contract regarding our liability. Upon payment of the Cruise Fare, together with necessary prepaid charges, we agree to transport you from the port of embarkation to the port of disembarkation according to these Terms and Conditions, as applicable.

4. CARRIER'S DISCRETION. As the Carrier, we reserve the right at any time, without notice, to cancel any cruise tour, to change or postpone the date or time of sailing or arrival, to change the port of embarkation or disembarkation, to provide a different Cabin than the one initially assigned, to shorten the cruise tour or substitute the Ship or provide for alternate transportation if conditions of any nature prevent the Ship from sailing. If we are required to do any of these things, we will be responsible to you as follows:

a. If we cancel the cruise before it has started, we will refund the Cruise Fare that we have actually received or provide another substitute cruise.

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 the scheduled port of embarkation or disembarkation is changed, we will arrange transportation to the new port from the originally scheduled port.

d. If any governmental agency publishes an informative announcement regarding travel conditions in or to a specific country or location included in the scheduled itinerary, we reserve the right to operate the cruise tour as scheduled; alternatively, we reserve the right to cancel the cruise tour and return all monies paid.

e. If the cruise tour is shortened or terminated, we will, at our option, either make a proportionate refund of the Cruise Fare or we will transfer you to another ship or the 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. We reserve the right, in our sole discretion, to return all monies paid and deny embarkation to any person other than for reasons prohibited by law, including without limitation, those related to discrimination on the basis of race, religion or sexual preference.

- g. 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.
- h. We do not maintain facilities or services for children for the cruise and all Passengers under the age of 18 years must be accompanied by and share a stateroom with a parent, legal guardian or other responsible adult over the age of 21 years. We reserve the right in our sole discretion to limit the number of minors under the age of 18 years on each cruise.
- i. We reserve the right to, and you expressly agree we may, impose a surcharge for significant increase in our fuel costs. For residents of Canada, please see the amendment provisions in the Canadian Addendum to this agreement. An additional charge may be assessed at any time prior to your payment in full of 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.

**5. THIS PASSENGER TICKET CONTRACT IS NON-TRANSFERABLE AND CANCELLATION FEES APPLY.** This Passenger Ticket Contract is not transferable or assignable by you and is valid only on the Ship and for the cruise tour shown hereon. 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 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. Travel Agents and all other agents are declared to be solely your agents and representatives for the purposes of this Passenger Ticket Contract and all further documents concerning the cruise tour. Cruise Fares together with prepaid charges and Optional Facilities and Service Fees incurred are agreed as fully earned and must be otherwise paid by the scheduled departure date and will not be refunded in whole or in part except as otherwise noted in these terms and conditions. In all other instances, when we receive a written notice of cancellation from you addressed to us at our principal offices, cancellation fees shall be imposed as follows:

- a. In the event of cancellations actually received by us 121 days or more prior to the scheduled departure, a refund of all amounts already paid to us will be made, less a cancellation fee of US\$100 per person;
- b. In the event of cancellations actually received by us between 120 and 90 days prior to the scheduled departure date, a cancellation fee of 15% of Full Fare will be paid to us;
- c. In the event of cancellations actually received by us between 89 and 60 days prior to the scheduled departure date, a cancellation fee of 35% of Full Fare will be paid to us;
- d. In the event of cancellations actually received by us between 59 and 30 days prior to the scheduled departure date, a cancellation fee of 50% of Full Fare will be paid to us;
- e. In the event of cancellations actually received by us between 29 and 0 days prior to the scheduled departure date, a cancellation fee of 100% of Full Fare will be paid to us;
- f. In the event that you do not board the vessel and have not provided at least 30 days' notice of cancellation prior to the scheduled departure or sailing date, a cancellation fee of 100% of Full Fare will be paid to us.

g. NOTE: For Viking's World Cruise, alternate Cancellation Fees apply, and you should see your World Cruise Addendum for the alternate cancellation fees for the World Cruise.

h. 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.

**6. PASSENGER'S WARRANTIES AND PHYSICAL FITNESS.**

a. You warrant that you and all other passengers traveling with you are physically, emotionally and otherwise fit to undertake the Cruise; that you and they have received all medical inoculations necessary; that you and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Master, officers and medical staff, as applicable, and that your conduct will not impair the safety of the Ship or jeopardize or inconvenience other Passengers. We may disembark at any port any Passenger who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other Passengers or the crew, or who, in the Master's opinion, might be excluded from landing at destination by Immigration or other Governmental Authorities. In such cases,

the Passenger shall not be entitled to any refund of the cruise, Full Fare or Cruise Fare or any compensation whatsoever.

b. For cruises in China, cruises on the Mekong River, and cruises in Egypt, and for other destinations as specifically noted, certain additional conditions and limitations apply regarding physical ability to travel. Viking does not discriminate based upon disabilities, but local conditions for certain cruises are beyond Viking's control. Our tours and cruises are not physically demanding. However, because of ship and airport access in these regions--as well as excursion site terrain--tours may not be appropriate for guests with certain medical conditions and physical restrictions. This trip is not appropriate for travelers using wheelchairs, walkers or scooters. Airports typically do not have ramps or elevators. Excursions visit ancient sites with uneven terrain and stairs, and any guests using walkers, crutches or other mobility aids must travel with an adult companion who will physically assist them throughout the trip at all times. Motorized scooters typically cannot be taken onboard planes in certain regions because authorities such as the China Aviation Administration forbids any battery of capacity greater than 160Wh (most scooter batteries) onboard an aircraft. Additionally, lithium batteries cannot be placed in checked baggage and must be hand-carried as onboard carry-on. All batteries must have the capacity clearly printed on the outside or they will not allowed to be onboard. To calculate your battery capacity if it is only marked in mAh, divide the mAh number by 1000 and multiply by 3.7. For example, a capacity of 10400mAh./1000=10.4Ah×3.7v=28.48Wh (under the limit of 160Wh).

c. Ship Access: to embark/disembark from the ship, guests must be able to walk down/up steps and ramps without a walker or wheelchair, as ramps are typically not wide enough to accommodate these items. Not all ships have elevators, and some have split-level decks and/or significant thresholds. Guests with any medical, physical or other special needs must review their proposed ship's layout on our website, and also obtain a copy of our Policy Statement.

d. Notice to Viking of Accessibility Requirements: Guests must also advise Viking at 1-877-668-4546 (1-877-66VIKING) of any accessibility requirements prior to booking so Viking can determine if reasonable accommodations are available. Viking will endeavor to accommodate special access needs, but cannot guarantee it will be able to do so in all cases. Viking reserves the right to remove any person from a tour who has not provided the required notification, has not received written confirmation from Viking, or does not comply with these regulations. All related expenses, including those to return home, will be borne by the passenger.

7. EMBARKATION. Upon embarkation, you shall have in your possession this Passenger Ticket Contract, valid passport, visas, inoculations card and all other documents necessary for the scheduled ports of call and final destination. We, as Carrier, shall not be liable for any losses or delays incurred by your failure, or that of others, to maintain all of said necessary documents. You are required to be aboard the Ship at least 2 (two) hours before scheduled departure time. You may be refused embarkation if you, in our sole opinion, are not physically or otherwise fit to undertake the scheduled voyage, in which case we shall not refund the applicable Cruise Fare in full (except as set forth in Article 6 above) and upon so doing, we shall have no further liability whatsoever.

8. CARRIER'S RIGHTS. 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 deviate from or change the advertised or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, Passengers, or members of the Ship's company, for this, or any prior or subsequent voyage and/or for any purpose whatsoever that we, as Carrier, or Master may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above-mentioned provisions are not to be considered as restricted by any words of this Passenger Ticket Contract whether written, stamped or printed. 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 and deviate for the purposes of saving life or property. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, surf, shallow or high waters, insurrections, disturbances, on board or ashore, restraint of any Governmental Authority, breakdown of the Ship, congestions, 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 to risk of loss or damage, or be likely to delay the Ship, we may deviate from the scheduled cruise by omitting, adding or changing the dates for any port or destination, and 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 subject to paragraph 4(e) above, or if you have not embarked, we may cancel the proposed cruise tour and refund your Cruise Fare as paid, with no further liability of any nature.

9. VIKING RIVER CRUISES, INC.: Viking River Cruises, Inc. acts solely as a Sales Agent for the above-mentioned Carriers described herein. Viking River Cruises, Inc. neither owns nor operates any of the vessels described herein and thus assumes no responsibility or liability for acts or omissions of the Carrier, vessel owners or operators in regard to the cruises described herein.

#### 10. CARRIER'S LIABILITY.

##### a. Foreign voyages:

1. We shall not be liable for such death, injury, illness, damage, delay, loss or detriment caused by Act of God, war or warlike operations, civil commotions, labor trouble, interference by Authorities, perils of the sea, lurching of the 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 neglect of pilot, tugs, agents or independent contractors such as Ship's physician, to you or other persons on board not in our employ or any other cause of whatsoever nature except and unless it is proven that such death, injury, illness, damage, delay or loss resulted from our act or omission committed during the course of the carriage and due to our fault or neglect or that of any of our servants or agents acting within the scope of their employment, and in that event our liability therefore shall not exceed those limitations provided by the applicable law described below, or in any further revisions, protocols and/or amendments thereto as shall become applicable.

2. Ocean cruises (EU Member State Port): On ocean cruises which neither embark, disembark nor call at any U.S. port and where the ocean cruise embarks or disembarks in the port of any E.U. Member State, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall, in the first instance, be governed by EU Regulation 392/2009, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Switzerland without regard to its conflict of laws provisions, as the law governing this Passenger Ticket Contract. (For individual residents of Quebec, please see the Canadian Addendum at the end of this agreement.) You agree that the Carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to the provisions and amounts of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. The liability of the Carrier for the loss of or damage to cabin luggage will not exceed 2,250 units of account (also known as Special Drawing Rights, or SDR's) per Passenger; the liability of the Carrier for the loss of or damage to other luggage will not exceed 3,375 SDR. per Passenger. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount. The current U.S. Dollar equivalent of SDRs may be found at [www.imf.org](http://www.imf.org).

3. Ocean cruises (Non-USA and Non-EU Ports): On ocean cruises which neither embark, disembark nor call at any U.S. port and does not embark or disembark in the port of any E.U. Member State, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall, in the first instance, be governed by the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (Athens Convention), with protocols and amendments as adopted by Switzerland, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Switzerland without regard to its conflict of laws provisions, as the law governing this Passenger Ticket Contract. (For individual residents of Quebec, please see the Canadian Addendum at the end of this agreement.) You agree that the Carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to the provisions and amounts of the Athens Convention: Baggage 1,800 SDR/Delay 10,000. SDR Other Baggage 2,700. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount. A copy of the Athens Convention will be provided by Carrier upon written request.

4. River cruises (Non-US Port): On river cruises which neither embark, disembark nor call at any U.S. port, Carrier shall have the right at all times to avail itself and have the benefit of any and all applicable limitations of liability or exoneration of liability as set forth in the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974 as well as the Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976 ("Athens Convention") as adopted by Switzerland. The Athens Convention limits Company's liability for death or personal injury to a Passenger to no more than 46,666 SDR's (approximately \$72,000 U.S. Dollars, which fluctuates depending on a daily exchange rate as may be found at [www.imf.org](http://www.imf.org)). Furthermore and in addition to all the restrictions and exemptions from liability provided in the Athens Convention, the Carrier shall have the benefit of any limitation of or exoneration from liability under any statute or law of any country or any other applicable laws including, without limitation, further rules, regulations or statutes, specifically including provisions of the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels ("CLNI"), as adopted by Switzerland, (or Canada in the case of individual residents of Quebec), as well as of the International Convention on Limitation of Liability for Maritime Claims, 1976, with revisions and amendments, if and as applicable (collectively, the "Conventions"); namely, Sixty thousand (60,000) units of account (also known as Special Drawing Rights, or SDR's) multiplied by the number of Passengers the Ship, according to its certificate, is allowed to accommodate; not to exceed in any event more than twenty-five (25) million units of account) to apply to the aggregate of all claims which arise on any distinct occasion against carrier, with respect to damages suffered on a seagoing ship and, as regards damages suffered on an inland navigation ship, not to be less than 720,000 units of account or more than (a) 3 million units of account for ships with an authorized passengers transport capacity of not more than 100; (b) 6 million units of account for ships with an authorized passenger transport capacity of not more than 180; (c) 12 million units of account for ships with an authorized passenger transport capacity of more than 180. A copy of the CLNI will be provided by Carrier upon written request. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount.

b. General limitation of liability: On all other cruises, or in the event of inapplicability of any of the foregoing limitations, all the exemptions from and limitations of liability provided in or authorized by the law of the United States (including 46 U.S.C §§ 30501 through 30509, inclusive, and 30511) will apply. We shall not be liable for loss of or damage to your property in any amount exceeding US\$500.00 per Passenger. Should you desire an extension of our liability of US\$500.00, you should declare the true value of the property and pay to us an amount of money calculated at 5% of the true value declared, up to US\$5,000.00. Liability will then be extended to the amount of the true value

declared but in no event exceeding US\$5,000.00. A legal action may only be commenced against the Carrier or any of its agents, affiliates, agents or representatives within one year after the date of the event giving rise to the claim for which the action is initiated.

c. You are entitled to free carriage of all personal belongings necessary while on board. However, you must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider which may include a lower weight limit for baggage. We assume no responsibility for any loss of or damage to your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in these Terms and Conditions. Only such personal wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by you. Please see the Baggage section below for information on baggage limitations and restrictions.

d. Unless specifically provided to the contrary in the applicable Conventions referenced above, NO SUIT SHALL BE MAINTAINABLE AGAINST US UPON ANY CLAIM IN CONNECTION WITH THIS TRANSPORTATION OR PASSENGER TICKET CONTRACT RELATING TO CABIN BAGGAGE OR OTHER BAGGAGE OR ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO US AT OUR OFFICE OR TO OUR AGENT, VIKING RIVER CRUISES, INC, WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE VOYAGE TO WHICH THIS PASSENGER TICKET CONTRACT RELATES AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER WITH RESPECT TO CABIN BAGGAGE OR OTHER BAGGAGE OR PROPERTY BE MAINTAINABLE UNLESS SUCH SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR AFTER THE TERMINATION OF THE VOYAGE. NO SUIT SHALL BE MAINTAINED AGAINST US FOR DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS BE DELIVERED TO US OR VIKING RIVER CRUISES, INC. WITHIN SIX (6) MONTHS FROM THE DAY WHEN SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DAY WHEN THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED. The requirements of this clause cannot be waived by any of our agents or employees; they may be waived only by express written agreement of one of our directors having authority in the premises. In any case, where the time fixed in this Passenger Ticket Contract for the commencement of suit is less than that allowed by applicable law, such time is hereby extended so as to meet, but not to exceed, the minimum, lawful time.

e. Notwithstanding the foregoing, we shall in no event be liable to you in respect of any occurrence prior to embarkation or after 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. We shall in no event be liable for the loss of or damage to cash, negotiable securities, gold, silverware, jewelry, ornaments, works of art or other valuables unless the same have been deposited with us against receipt for the agreed purpose of safekeeping. In the event of such a deposit, our liability for loss or damage thereof shall be limited to US\$100.00, or in accordance with subpart (a) herein, whichever is less, unless value exceeding that amount be declared in writing. If the declared value exceeds US\$100.00, we are entitled to charge 5% of value declared, up to US\$5,000.00 Upon payment of this charge, liability will be extended to the true value declared but in no event shall we be liable for an amount exceeding US\$5,000.00.

f. No representations are made with respect to travel facilities other than water transportation which we provide, which is governed by these terms and conditions. Other than our water transportation, we have no responsibility in whole or in part for any

delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby. If the entire cruise is canceled for any reason, passengers shall have no claim other than for a full refund of the Cruise Fare. This Passenger Ticket Contract constitutes the sole agreement between Carrier and you, it being understood that the various independent contractors otherwise participating in your Cruise vacation will enter into their own separate contractual arrangements with you, and that you assume the risk of utilizing the services and facilities of those independent contractors. The Carrier is not responsible for any conduct of independent contractors, including those who may assist in or operate shore excursions.

g. If any claim is brought against us in a jurisdiction where any of the applicable limitations and exemptions contained in the foregoing subparagraphs are legally unenforceable, then in such event and to the extent permitted by the applicable law, we shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatever nature if not shown to have been caused by our negligence and any damages will be limited to the lowest extent permitted, without consequential or multiple damages, as may be permitted by applicable law.

11. **THIRD PARTY PROVIDERS – ENGLISH LANGUAGE.** We, as the Carrier, are not responsible for services provided or items sold by any concessionaire or other third parties to you. Charges for such services or goods which you request and/or purchase will be your sole responsibility. Information and instructions are in English as the primary language for all cruises but any shore excursions and travel before and after the cruise may include interaction with foreign countries where English is not the primary language.

12. **PASSENGER DETENTION.** 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 additional maintenance or extra transportation. 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.

13. **BAGGAGE LIMITATIONS – AND NO DANGEROUS ITEMS.** Any piece of baggage must be distinctly labeled with your name, Ship's name, cabin number and sailing date. You are allowed without extra charge one (1) cubic meter (35.3 cubic feet) of baggage. Any baggage which you bring into your Cabin must be able to fit under the bed or in provided storage space within the Cabin. You may not take on board firearms, weapons, explosives, lithium batteries, controlled or prohibited substances or inflammable or hazardous items, or any contraband prohibited by local, state or national law. The ship's officers and crew have the right to enter and search your Cabin, stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. Such goods shall be surrendered to the Master at embarkation, and in our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred.

14. **PETS.** No pets or other animals, other than such service animals as Viking may choose to permit in its sole discretion, are allowed on board the Ship.

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

16. **HEALTH CONSIDERATIONS.** You are required to advise us in writing, at or prior to the time a cruise is booked, of any physical, emotional or mental condition which may require professional attention during the cruise, including if you are so challenged and require the use of a wheelchair or other similar equipment. See Section 6, above, for additional Physical Fitness requirements for passengers. We are not required to provide any inoculations or specialized health or mental care during your cruise and all such arrangements are your responsibility. A certificate of fitness is required of all such



Passengers. Please call 1-877-66-VIKING and request the appropriate document. Some ports of call may have physical conditions which may preclude challenged passengers from going ashore. Decisions made by the Master of the Ship in such circumstances will be binding in all instances. If you are so challenged, you must bring and be responsible for all necessary items related to your said condition. If any such condition arises after the cruise is booked, you are required to advise us in writing immediately. Failure to so advise us shall release us and all professional personnel aboard the Vessel from any liability related to such condition or its treatment. Failure to disclose physical, mental, or emotional conditions prior to the departure date may result in denial of embarkation and forfeiture of the applicable fare and in such event we shall have no liability financial or otherwise. We are unable to accommodate women past their sixth month of pregnancy.

17. 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.

18. PAYMENTS. Any and all payments made by you to us shall be made in 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 final disembarkation from the Ship. Any other expenses incurred by you or by us on your behalf shall be payable by you on demand.

19. CARRIER'S RESERVED RIGHTS.

a. Nothing contained in this Passenger Ticket Contract shall be construed to limit or deprive us of the benefit of any Convention, Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability, as more specifically set forth at Clause 10.

b. The provisions of Clause 10 shall extend to each of the independent contractors (including caterers and concessionaires) as well as our servants and agents and the Ship as defined in Clause 1, and for this purpose shall be deemed to constitute a contract entered into between you and us, as the Carrier, on behalf of all persons who are or may be our servants or agents from time to time, and all such persons shall to this extent be deemed to be parties to this Passenger Ticket Contract.

c. If any other person should be held responsible to you for any claim or loss, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in this Passenger Ticket Contract and under the Convention, treaties or otherwise. This Passenger Ticket Contract and every term and provision hereof shall be and remain in full force and effect during all periods when we are under any responsibility to you or your property for any reason whatsoever.

20. PASSENGER'S COVENANTS. You covenant and warrant that you are duly authorized by or on behalf of all Passengers named on or traveling under this Passenger Ticket Contract to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or using this Passenger Ticket Contract, he or she and/or they do agree accordingly and do 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 to land at his or her port of destination and generally to comply with the laws of the country in which such port is situated. You agree to indemnify and defend us from any claims made against us by Passengers traveling under your Passenger Ticket Contract who assert they were not made aware of the terms and conditions of this Passenger Ticket Contract. 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 as may be given by you to us as the Carrier nor shall we be liable for the consequence of any insufficiency or irregularity in such documents or the noncompliance by you with such laws.

21. PASSENGER TICKET CONTRACT USAGE. The right is reserved to consider this Passenger Ticket Contract as canceled and the applicable fare forfeited if you do not use this Passenger Ticket Contract for the Ship or other Ships substituted, or land arrangements for the date mentioned, or should this Passenger Ticket Contract become lost or mislaid, or if you use this Passenger Ticket Contract for only part of the voyage indicated hereon, for any reason, whether or not due to causes beyond your control.

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

23. PASSENGER BOOKINGS. As a condition of its business, 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.

24. CHOICE OF LAW AND FORUM. All questions arising on this Passenger Ticket Contract solely in respect of the limitation of liability shall be decided according to the Conventions and the other and further laws cited at Article 10 hereof, including the statutory, maritime and general laws of Switzerland. (See Canadian Addendum for residents of Quebec.) The law governing all other aspects of this Passenger Ticket Contract is stipulated and agreed to be the statutory and general law of Switzerland, with references to which this Passenger Ticket Contract is made. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS PASSENGER TICKET CONTRACT SHALL BE DETERMINED BY THE CIVIL COURT OF THE CANTON OF BASEL-STADT [ZIVILGERICHT BASEL-STADT], THE JURISDICTION TO WHICH WE, AS THE CARRIER, AND YOU HEREBY SUBMIT OURSELVES. IF ANY ACTION IS INITIATED IN ANY COURT OTHER THAN THE COURTS IN BASEL SWITZERLAND, OTHER THAN THOSE OF MONTREAL IN THE CASE OF AN INDIVIDUAL RESIDENT OF QUEBEC, WE, AS THE CARRIER, AND YOU HEREBY AGREE TO THE IMMEDIATE DISMISSAL OR TRANSFER OF SAID ACTION TO THE COURTS OF BASEL, SWITZERLAND. ANY ATTORNEYS' FEES AND/OR COSTS INCURRED IN SUCCESSFULLY DISMISSING OR TRANSFERRING AN ACTION BROUGHT IN ANY VENUE OTHER THAN BASEL, SWITZERLAND SHALL BE AWARDED TO THE PARTY PROCURING THE DISMISSAL OR TRANSFER AND SHALL BECOME DUE AND PAYABLE AT THE TIME OF THE DISMISSAL OR TRANSFER.

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

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

## **AIR TRANSPORTATION TERMS & CONDITIONS**

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

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

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

### Canadian Addendum

1. AMENDMENTS- RESIDENTS OF CANADA. For residents of Canada, we may modify in whole or in part these terms and conditions at any time. In particular, but without limiting the generality of the forgoing, we may modify:

- o The Full Fare to add a surcharge for a significant increase in our fuel costs,

In the event these terms and conditions, are 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 agreement 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.

2. CARRIER LIABILITY- 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.

3. CHOICE OF LAW AND FORUM- INDIVIDUAL RESIDENTS OF QUEBEC. For Passengers who are individual residents of Quebec, and to the extent permitted by applicable law, the law governing all other aspects of this Passenger Ticket Contract is stipulated and agreed to be the statutory and general law of Quebec, and the laws of Canada applicable therein, and, any dispute arising out of or in connection with this Passenger Ticket Contract may be determined by the courts of the City of Montreal in the Province of Quebec.