



VICTORY CRUISE LINES

Operated by American Queen Steamboat Company



Passenger Ticket Contract

M/V Victory I and M/V Victory II

TERMS AND CONDITIONS OF CONTRACT OF CARRIAGE

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AS OUR GUEST AND VICTORY OPERATING COMPANY, LLC. THIS TICKET CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS LIMITATIONS CONCERNING DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL OF THESE TERMS AND CONDITIONS CAREFULLY, PAYING PARTICULAR ATTENTION TO SECTIONS 10, 17 AND 29. BY SENDING PAYMENT TO CARRIER AND/OR BOARDING OUR SHIP, YOU AGREE TO ACCEPT AND TO BE 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 IS STRONGLY RECOMMENDED. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

1. DEFINITIONS

- a. The words “you”, “your” and “Guest” mean all persons, including minors, traveling under this Ticket Contract and each person’s heirs and personal representatives. Your acceptance of this Ticket Contract represents your acknowledgment and acceptance of these Terms and Conditions for you and for all other persons traveling under this 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” mean Victory Operating Company, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, whose principal offices are as shown at the end of this Ticket Contract and which also

include its parent, subsidiaries and affiliates, as well as the Charterer, Operator, Manager, Independent Contractors (including caterers, service providers and concessionaires) and their respective Agents, Servants and Employees and the Ship itself.

- c. The word “Ship” means the vessel chartered, operated, or provided by Us as the Carrier on which you, as our Guest, 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” means all water transportation aboard the Ship and the Ship’s tenders which we agree to provide you pursuant to this Ticket Contract. The term “Cruise Fare” means the total amount paid, excluding prepaid charges, in exchange for the cruise.
- f. The term “CruiseTour” means those additional facilities and services added to the cruise, including but not limited to water transportation, air transportation, hotel accommodations and ground transportation. The term “CruiseTour Fare” means the total amount paid for the CruiseTour, excluding Optional Facilities and Services Fees and personal charges.
- g. The term “prepaid charges” means that separate amount paid by you to cover the cost of all governmental and quasi-governmental fees, taxes and charges, as well as ground handling fees and transfer costs and other tariffs, air fuel and fuel surcharges, security and handling fees and administrative and other fees and expenses of a similar nature concerning the specific itinerary of your cruise or CruiseTour. Any increase or decrease in any component of prepaid charges may be made the subject of adjustment, in our discretion.
- h. The term “suite baggage” means all baggage allowed aboard the Ship and placed in your suite according to these terms and conditions. “Other Baggage” means any of your baggage or other personal property which has been stored at your request in the Ship’s baggage room, holds or safe against a receipt.
- i. The term “Optional Facilities and Services Fees” means all fees and charges which you voluntarily incur for items which may include, but are not limited to, vacation protection insurance coverage, shore excursions, spa treatments, and prepaid gratuities and other optional purchases of products and/or services aboard the Ship, which are considered earned as those facilities and services are provided either by Us as the Carrier or by third party providers.

2. IDENTIFICATION

Your name and the names of all Guests in your party, the name of the Ship, the sailing date, your accommodations, your total cruise fare or CruiseTour Fare and all scheduled ports, including embarkation and final destination are as specified on this Ticket Contract.

3. CRUISE FARE AND CRUISE TOUR FARE

We acknowledge receipt of payment by you of the total Cruise Fare or CruiseTour Fare and we agree to transport you from the scheduled port of embarkation to the scheduled port of final destination according to all of the terms, conditions, limitation

and exceptions contained in this Ticket Contract. The Cruise Fare paid by you covers all normal shipboard services and meals (except where a cover charge may be imposed in certain restaurants), accommodations and facilities. Optional Facilities and Services, provided by independent contractors and third-party providers, may be added to the Cruise Fare by agreement in order to constitute a total CruiseTour Fare, subject to all of the terms and conditions of this Ticket Contract regarding our liability. Fares listed, quoted, advertised or booked in error, fuel supplements, government taxes, other surcharges and changes to deposit, payment and cancellation terms/conditions are subject to change without notice. In the event that a cruise fare listed, quoted or advertised through any website, the Carrier's sales or reservations person, travel agent or any other source is booked but is incorrect due to an electronic error, typographical error, human error or any other error causing the fare to be listed, quoted or advertised for an amount not intended by Carrier, Carrier reserves the right to correct the erroneous fare by requesting the Guest to pay the correct fare intended, or by canceling the cruise in exchange for a full refund, but in no event shall Carrier be obligated to honor any such booking resulting from the error or otherwise be liable in such circumstances.

4. CARRIER'S DISCRETION

As the Carrier, we reserve the right at any time, without notice, to cancel any cruise or CruiseTour, to change or postpone the date or time of sailing or arrival, to change the port of embarkation or final destination, to shorten the cruise or substitute the Ship or to change or substitute any component of the Cruise Tour including but not limited to aircraft, other transportation or any hotel at which you are scheduled to stay. If we are required to do any of these things, we will be responsible to you as follows:

- a. If we cancel the cruise or CruiseTour before it has started, we will refund the Cruise Fare or CruiseTour Fare that we have actually received (less any air or accommodation charges incurred).
- 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 hotel accommodations and food at no additional expense to you for the duration of the delay.
- c. If the scheduled port of embarkation or final destination is changed, we will arrange transportation to the new port from the originally scheduled port.
- d. If the cruise 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 final destination by other means. If the scheduled length of the cruise is increased, you will have no responsibility for the cost of the additional cruise fare and we will have no responsibility to pay or compensate you in any manner, including any direct or consequential damages. In either of the above circumstances, our responsibility ends once we return you to the point of destination as booked and ticketed by Us. If any component of your CruiseTour, such as the hotel at which you are scheduled

to stay, is changed or substituted, we will use reasonable efforts to obtain a substitute for such component which is substantially equivalent therefore, but shall have no liability to you in connection with such substitution or change.

5. THIS TICKET IS NON-TRANSFERABLE

This Ticket Contract is not transferable or assignable by you and is valid only on the Ship and for the cruise or CruiseTour shown above. Please refer to your Confirmation for payment terms. No reservations will be issued on a binding basis unless we, as the Carrier, or our representative receive the required payments. We reserve all rights concerning the pricing and payment of all Cruise Fares and/or CruiseTour Fares. Travel agents and all other agents are declared to be solely your agents for the purposes of this Ticket Contract and all further documents concerning the cruise and/or CruiseTour. Cruise Fares and/or CruiseTour Fares together with prepaid charges and Optional Facilities and Service Fees incurred are agreed as fully earned and otherwise paid at the scheduled sailing or departure date, respectively, and will not be refunded in whole or in part except as otherwise noted in this Ticket Contract. Certain changes to your reservations may constitute a cancellation and are therefore subject to cancellation charges as outlined in Clause 6 of this Ticket Contract.

6. CANCELLATION POLICY

When we receive a written notice of cancellation from you addressed to Us at our principal offices (collectively "cancellations"), both parties agree to the following provisions.

- a. **In the event of cancellations actually received by Us ninety-one (91) days or more prior to sailing date, a refund of all amounts already paid to Us will be made less a \$250.00 per person administrative fee.**
- b. **In the event of cancellations actually received by Us on or between sixty-one (61) days and ninety (90) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to fifty percent (50%) of the gross fare.**
- c. **In the event of cancellations actually received by Us on or between thirty-one (31) days and sixty (60) days prior to sailing date, a refund of all amounts already paid to Us will be made, less a cancellation charge equal to seventy-five percent (75%) of the gross fare. If the cancellation charge is more than your advance payment, you agree to be liable to Us for the difference.**
- d. **In the event of cancellations actually received by Us on or between the sailing date and thirty (30) days prior to sailing date, a cancellation charge equal to one hundred percent (100%) of the gross fare will be imposed. In addition, any prepaid charges, Optional Facilities and Services Fees incurred will not be refunded. If the cancellation charge is more than your advance payment, you agree to be liable to Us for the difference.**
- e. **In the event that no notice is given or cancellation is not received by Us ("no-show") prior to sailing date, no refund of the applicable fare will be made and a cancellation charge equal to one hundred**

percent (100%) of the gross fare will be imposed. In addition, any prepaid charges, Optional Facilities and Services Fees incurred will not be refunded. If the cancellation charge is more than your advance payment, you agree to be liable to Us for the difference.

- f. All appropriate refunds may be made either to you or to your travel agent, if you are so represented, in the same form as received. Please note that some agents may, in their discretion, withhold an agency cancellation charge. We shall have no responsibility to you for any such agency cancellation charge.
- g. Cancellation charges are imposed regardless of resale of the cruise, hotel or air components. As noted above, all refunds of the applicable fare and prepaid charges will be made less cancellation charges, together with prepaid charges, Optional Facilities and Service Fees incurred, which may include prepaid hotel, airline, ground-related or immigration related expenses and administrative fees, among others. We highly recommend that all our Guests purchase vacation protection insurance.
- h. Changes to a reservation after deposit and prior to issuance of travel documents may result in assessment of administrative fees and service charges beyond the control of Carrier. Administrative fees and service charges will vary and are based on the type of change to your cruise departure, itinerary, package or air supplement. Guests are responsible for any additional costs incurred as a result of these changes. Some changes, including name changes, may also be considered cancellations and applicable fees will be assessed. Any changes to a reservation that result in imposition of airline or other cancellation fees are the responsibility of the Guest. No refund will be made for unused or partially used portions of the cruise, air or land programs including shore excursions except as specifically outlined in this Ticket Contract.

7. GUEST'S WARRANTIES

You warrant that you and all other Guests traveling with you are physically, emotionally and otherwise fit to undertake the cruise or CruiseTour; 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, and that your conduct will not impair the safety of the Ship or jeopardize or inconvenience other Guests. We may disembark at any port any Guest who may be suffering from contagious or infectious diseases or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other Guests or the crew. In such cases, the Guest shall not be entitled to any refund of the cruise fare or CruiseTour fare or any compensation whatsoever.

8. EMBARKATION

Upon embarkation, you shall have in your possession this Ticket Contract and appropriate valid passports, visas, proofs of citizenship, and/or public health documents as may be required by governmental authorities or certain ports of call within your itinerary. Each Guest

is solely responsible for obtaining such documentation. Without proper documentation, We may deny boarding and shall not be responsible for any refund or be otherwise liable to any Guest for such denial. In the event that Carrier provides courtesy advice to Guest regarding necessary travel documentation, Carrier does not warrant or guarantee the accuracy of such advice and Guest remains solely responsible for independently verifying and obtaining appropriate documents. Passports must be valid six months beyond the conclusion of your voyage. You are required to be at the airport gate at least two (2) hours prior to the scheduled departure of air transportation and are required to be aboard the Ship at least one (1) hour before scheduled departure time. Notwithstanding the other provisions of this paragraph, We reserve the right, in our sole discretion, to deny embarkation to any person for any reason (other than discrimination on the basis of race, religion, national origin, gender, sexual preference or other legally impermissible classification). Where we deny embarkation to any Guest at our discretion, we shall refund to you the cruise fare or CruiseTour fare paid by you and we shall have no further liability to you whatsoever. In addition, Clause 19 below requires you to advise Us in writing of any physical, emotional or mental condition which may require attention during the cruise and to advise Us if you are physically challenged or require the use of a wheelchair or other similar permitted equipment. You may be refused embarkation if you, in our sole opinion, are not physically, mentally, emotionally or otherwise fit to undertake the scheduled voyage, or if you fail to follow the notification requirements of Clause 19 or if you attempt to bring on the Ship equipment not permitted on board, in which case you shall forfeit the applicable cruise fare or CruiseTour fare in full, and we shall have no further liability to you whatsoever.

9. 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 scheduled 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 or due to:

- a. loading or discharging fuel, stores, laborers, stowaways, Guests, or members of the Ship's company;
- b. war, hostilities, blockage, ice, labor conflicts, weather, fire, surf, shallow waters, high waters, insurrections, congestions, docking difficulties;
- c. disturbances onboard or ashore;
- d. restraint of any Governmental Authority;
- e. breakdown of the ship; or
- f. any other reason whatsoever that Carrier or Master may deem advisable

for this, or any prior or subsequent voyage. 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 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 any of the reasons listed in 9.b. through e. above, or if 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 or the destination, 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 Ticket Contract shall be deemed to have been fully performed subject to paragraph 4(d), or if you have not embarked, we may cancel the proposed voyage without liability to refund any cruise fares paid in advance.

10. CARRIER'S LIABILITY

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 Guests in your party shall, in the first instance, be governed by the limitations of liability set forth in the statutory maritime and general laws of the United States (including but not limited to the Limitation of Liability Act of 1851 and 46 USC 30501 et. seq.), as the law governing this Ticket Contract, exclusive of conflicts of laws provisions. We shall not be liable for any such death, injury, illness, damage, delay, loss or detriment caused by Act of God, war or warlike operations, civil commotions, labor trouble, interference by Authorities, perils of the sea, lurching of the Ship, or any other 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, independent contractors, including without limitation the Ship's medical personnel, 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 any of our servants or agents acting within the scope of their employment.

Guest agrees that the Carrier shall not be liable under any circumstances for any incident or injury arising from events occurring outside of the Guest areas of the vessel or outside of the vessel itself, including but not limited to those events occurring ashore (including shore excursions), on tenders not owned or operated by the Carrier,

on or resulting from equipment not a part of the vessel, or upon docks and/or piers, or involving persons employed onboard the vessel acting outside the course and scope of employment.

Carrier shall not be liable to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, when such damages were neither the result of a physical injury to the Guest, nor the result of that Guest having been at actual risk of physical injury, nor were intentionally inflicted by the Carrier. If you use the Ship's athletic or recreational equipment or take part in organized or individual activities, whether on or off the Ship or as part of a shore excursion, you assume the risk of injury, death, illness or other loss and Carrier shall not be liable in any way whatsoever.

Our liability as Carrier for suite baggage and other baggage shall be limited to a maximum of \$500.00 per bag. Should you desire an extension of our liability of \$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 \$5,000.00. Liability will then be extended to the amount of the true value declared but in no event exceeding \$5,000.00. **NO SUIT SHALL BE MAINTAINABLE AGAINST US UPON ANY CLAIM IN CONNECTION WITH THIS TRANSPORTATION OR TICKET CONTRACT RELATING TO THE SUITE BAGGAGE OR OTHER BAGGAGE OR ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO US OR OUR AGENT AT OUR OFFICE AT ANY ADDRESS SET FORTH HEREIN WITHIN THIRY (30) DAYS AFTER TERMINATION OF THE VOYAGE TO WHICH THIS TICKET CONTRACT RELATES AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER WITH RESPECT TO SUITE BAGGAGE OR OTHER BAGGAGE OR PROPERTY BE MAINTAINABLE UNLESS SUIT SHALL BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE TERMINATION OF THE VOYAGE, NOTWITHSTANDING ANY PROVISION OF APPLICABLE LAW TO THE CONTRARY. NO SUIT SHALL BE MAINTAINED AGAINST US FOR DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST OR FOR ANY OHTER CLAIM UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS ARE DELIVERED TO US OR OUR AGENT AT ANY ADDRESS SET FORTH HEREIN WITHIN SIX (6) MONTHS FROM THE DAY WHEN SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST OR CLAIM OCCURRED; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS, DEATH OR ANY OTHER CLAIM BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE**

DAY WHEN THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS, DEATH OF THE GUEST OF CLAIM OCCURRED, NOT WITHSTANDING ANY PROVISION OF APPLICABLE LAW TO THE CONTRARY. GUESTS AGREE THAT ANY CLAIM OR CAUSE OF ACTION BROUGHT AGAINST THE CARRIER SHALL BE LITIGATED SOLELY IN A PERSONAL CAPACITY AND NOT AS A MEMBER OF A CLASS ACTION OR IN ANY OTHER REPRESENTATIVE CAPACITY.

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.

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, or, with respect to any baggage, when the same is in our custody at any shore side installation. We shall in no event be liable for the loss of or damage to cash, 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 \$100.00, unless value exceeding that amount is declared in writing. If the declared value exceeds \$100.00, we are entitled to charge 5% of value declared, up to \$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 \$5,000.00.

We have made arrangements on your behalf for the provision of travel facilities other than water transportation with various independent contractors and not as an agent of those independent contractors. No representations are made with respect to travel facilities other than water transportation which we provide, which is governed by these terms and conditions. We assume 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. We reserve the right to choose the air carrier, routing and gateway locations, as well as the right to substitute charter flights for scheduled service and vice versa. If the entire Cruise or CruiseTour is canceled by Us for any reason, Guests shall have no claim other than for a full refund of the Cruise Fare or the CruiseTour Fare, whichever is applicable. The airlines and other transportation companies concerned are to be held responsible for any act, omission or event during the time you are on board their conveyances. This Ticket Contract constitutes the sole agreement between Victory Operating Company, LLC and you, it being understood that the various independent contractors otherwise participating in the cruise or CruiseTour 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. Any penalties, change fees or cancellation fees that result from changes to or cancellation of air arrangements are the sole responsibility of the Guest.

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 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 whatsoever nature if not shown to have been caused by our negligence.

11. THIRD PARTY AND MEDICAL PROVIDERS

We, as the Carrier, are not responsible for services, treatments and/or attendance provided or supplies given by the medical personnel, beautician, barber, fitness instructor, laundry, photographic and/or any other concessionaire or other persons providing personal services to you. Should you avail yourself of the medical or other services which the Ship's medical personnel may we shall not be liable for the consequences of any examination, advice, diagnosis, medication or treatment thus furnished.

12. GUEST 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 of Ship, to transfer you for medical reasons, the cost of such transfer shall be borne by you.

13. DANGEROUS ITEMS

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, suite number and sailing date. You are allowed without extra charge one (1) cubic meter (cbm) of baggage. You may not possess firearms, explosives, flammable materials or other hazardous goods. 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. 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 Ticket Contract.

14. SMOKING POLICY

Guests are kindly reminded that smoking constitutes a serious health and safety hazard that may result in the combustion of accommodation areas and furnishings and thus is expressly forbidden in all staterooms, suites and on verandas. For the safety and comfort

of your fellow guests, we request your cooperation and compliance with this policy. Guests choosing to disregard the policy may be subject to monetary penalties – up to the fare paid for passage – that will be imposed to cover the costs associated with the required cleaning of stateroom furnishings, verandas and surrounding deck and accommodation areas. Guests are also kindly reminded that the Master of the Ship reserves the right to disembark any guests, without prior warning, for violation of this policy and said guest(s) shall be responsible for all costs associated with repairs or replacement of furnishings as a result of combustion of accommodation areas found to be caused by said guest(s). Our ships are generally non-smoking; however, smoking is permitted in certain designated areas.

15. ALCOHOL POLICY

The sale and consumption of alcoholic beverages will be limited to Guests who are 21 years or older. Carrier will refuse and prohibit the sale or service of alcoholic beverages to Guests under the age of 21 years. Guests are kindly reminded to consume alcohol in moderation. **CARRIER RESERVES THE RIGHT TO PROHIBIT AND RETAIN ALL LIQUOR BROUGHT ABOARD THE SHIP.**

16. PETS

No pets or other animals are allowed on board the Ship, except for designated service or guide animals, provided that the Guest notifies the Carrier, prior to the cruise, of the Guest's intention to bring such animal and agrees to accept full responsibility for any expense, damage, losses, or injuries associated with or caused by such animal.

17. INDEMNIFICATION

You agree to indemnify Us for all penalties, fines, charges, losses, deviation expenses 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 all Guests named on or traveling under this Ticket Contract.

18. CHILDREN

Carrier requires that children under the age of 18 be accompanied by and occupy the same accommodations as a parent or other responsible adult 25 years or older. We do not provide services for the care, entertainment or supervision of children and we reserve the right to limit the number of children on board under the age of 18 years.

19. HEALTH CONSIDERATIONS

Guests must notify Carrier in writing at the time of booking of any physical or mental illness, disability or other conditions for which special accommodations or the use of a wheelchair is necessary or contemplated. Also, we must be notified of any medical treatment that may render the Guest unfit for travel or constitute a risk or danger to the Guest or anyone else onboard. The vessels do not carry a medical doctor onboard. Acute medical conditions will require you to disembark to be attended to by shore-side emergency and/or medical response and you are advised that, due to the nature of travel by water, emergency medical evacuation may be delayed or impossible. Guests needing any form of assistance and those who

are physically disabled must be accompanied by someone who will take full responsibility for any needed assistance during the cruise and in the event of an emergency. We reserve the right to refuse passage to anyone who, in our sole opinion, may affect the health, safety or enjoyment of other guests. Guests requiring a wheelchair must provide their own collapsible wheelchair. Please be aware that some ports of call, shore excursions, docks, gangways and other requirements may preclude a wheelchair guest from leaving the vessel; this decision will be made by the ship's captain and is binding. Also, there may be certain physical conditions, including raised doorway thresholds from 2 to 16 inches, stairways and narrow passageways within the vessel that may limit or preclude the accessibility of wheelchair guests to some areas. Any Guest who requires oxygen canisters or oxygen concentrators must independently make all the necessary arrangements, including procuring and moving any oxygen containers while on board. Please be advised that liquid oxygen is not permitted onboard the Ship. Failure to disclose physical, mental, or emotional conditions prior to the departure date, or your attempt to bring on the Ship equipment not permitted on board may result in denial of embarkation and forfeiture of the applicable Cruise Fare or Cruise Tour Fare and in such event we shall have no liability financially or otherwise.

20. 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.

21. PAYMENTS

Any and all payments made by you to Us shall be made in currency of the United States of America. 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. Carrier accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Carrier nor do they accrue to the benefit of Carrier's credit card processing bank.

22. CARRIER'S RESERVED RIGHTS

Nothing contained in this Ticket Contract shall be construed to limit or deprive Us of the benefit of Subtitles II and III of Title 46, United States Code, (as revised and amended) or of any other Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability.

The provisions of Clause 9 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 Ticket/Contract.

If any other person should be held responsible, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in this Ticket Contract otherwise. This 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.

23. GUEST'S COVENANTS

You covenant and warrant that you are duly authorized by or on behalf of all Guests named on or traveling under this Ticket Contract to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or using this 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 Ticket Contract.

Guests are required to be onboard the Ship at least one (1) hour prior to the scheduled departure time. Should the actions or inactions of any Guest(s) result in the Ship not sailing at its scheduled departure time, Carrier shall assess Late Departure Fees, beginning at US\$1,000.00 per Guest, to said Guest(s) directly responsible for any departure that is delayed more than 15 minutes beyond the scheduled and published departure time and liquidated damages.

24. TICKET/CONTRACT USAGE

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

25. SECURITY PROVISIONS

In the interests of national security and safety at sea and in the interest of the convenience and safety of other Guests, 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 or that of the Master, impair the safety of the Ship or inconvenience other Guests, or violate the laws of any applicable authority relative to the possession and/or transportation of nonprescription narcotics, controlled substances or any other commodity of any nature.

26. GUEST BOOKINGS

Specific Guest accommodation assignments are not guaranteed. Carrier reserves the right to move Guest(s) to a comparable accommodation for any reason. As a condition of its business, we retain the right to overbook Guest accommodations. In the event that the Guest accommodation referenced in this Ticket Contract is overbooked, or if we determine that the Ship is overbooked, we may, at our discretion, deny boarding to any Guest and, at our further discretion, refund all monies paid or offer another cruise or CruiseTour in substitution.

27. NO SOLICITATION

The Guest shall not solicit other Guests, the Carrier's employees, personnel or agents during the voyage with respect to any professional, commercial, or business activity, whether for profit or otherwise, without the prior written consent of the Carrier. Solicitation in any form will result in mandatory disembarkation from the Ship with no refund for any unused portion of the cruise ticket or other pre-purchased items including Your return airfare.

28. USE OF LIKENESS

Carrier has the exclusive right to use video and other visual/audio portrayals of you or your likeness taken during your cruise in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of Carrier without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of the Carrier.

29. CHOICE OF LAW AND FORUM

All questions arising on this Ticket Contract shall be decided according to the statutory and general maritime laws of the United States of America, with references to which this Ticket Contract is made. YOU AND WE AGREE IRREVOCABLY THAT ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS TICKET CONTRACT SHALL BE DETERMINED AND LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA IN NEW ALBANY, OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN FLOYD COUNTY, INDIANA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE, OR COUNTRY.

30. AMENDMENTS AND MODIFICATIONS

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

31. FOR PROFIT ENTITY

Notwithstanding that Carrier, at the Guest's option, arranges transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of the services, it should be understood that Carrier, being a "for profit entity", earns a fee on the sale of optional services.

32. MISCELLANEOUS

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

VICTORY OPERATING COMPANY, LLC

Ticket Contract 120118



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VICTORY

CRUISE LINES

Operated by American Queen Steamboat Company

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