

## **CRUISE DISCLAIMER**

### **CRUISE PASSAGE**

IMPORTANT NOTICE TO PASSENGERS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS WHICH GOVERN ALL DEALINGS BETWEEN YOU AND THE CARRIER, AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU TO THE FULL EXTENT PERMITTED BY LAW.

Upon receipt of the Cruise Fare, Carrier accepts the Passenger(s) named on the Passage Ticket for the Cruise, subject to terms of this Passage Contract.

“Carrier” means [Emeraude Classic Cruises] and shall include its directors, officers, employees and agents.

“Cruise” means the voyage from the port of embarkation to the port of disembarkation and also includes any activities, shore excursions, tours, or shore side facilities related to or offered during the Cruise.

“Cruise Fare” means the amount payable by You to Carrier for Your Cruise. It covers the cruise package, scheduled meals and accommodations while on board. Any increases in government fees and taxes or other costs, Carrier may add to Your Cruise Fare and charge to your cabin account and/or credit card.

“Passage Ticket” means the ticket issued in the name of the Passenger(s) after payment of the Cruise Fare.

“You,” “Your” and “Passenger(s)” mean the person(s) purchasing or accepting this Passage Ticket and Contract or anyone who uses it and persons in their care, including any minor, and their heirs, relatives and personal representatives. Passenger represents that he or she is authorized to accept and agree to all the terms and conditions of the Passage Contract.

“Government Fees and Taxes” may include any and all fees, charges and taxes imposed by the Socialist Republic of Vietnam.

### **1. PASSENGER'S OBLIGATIONS**

- a. Before You board the ship, You shall:
  - i. Pay Your Cruise Fare;
  - ii. Bring all necessary travel documents such as passports and visas. All passengers are advised to check with their travel agent or the appropriate government authority to determine

the necessary documents. Passengers shall be subject to any fine or other costs incurred by Carrier, which result from improper documentation or noncompliance with applicable local regulations, which amount may be charged to Your cabin account and/or credit card;

iii. Arrive at least thirty minute before the scheduled sailing time. Attach a completed Emeraude Classic Cruises luggage tag to each piece of baggage; and

iv. Be sure that You and any person in Your care are fit to take the Cruise. See Section 9.

b. Prior to disembarking the ship, you shall have paid in full all amounts charged to your cabin account. Carrier shall not be liable for loss, damage or delay resulting from Your failure to comply with these requirements.

## 2. NOTICE CONCERNING SAFETY AND SECURITY

Carrier and the ship's captain have the right, at their full discretion, to prohibit items from being brought on board that may pose a safety hazard. These include, but are not limited to utensils, tools and certain types of sporting equipment that may be used as a weapon, such as firearms, flammable substances (except for limited quantities of personal care toiletries), explosives, irons, heating devices, candles, certain types of recreational wheeled transportation devices or any other item that security personnel may identify as a potential threat to safety.

## 3. RIGHT TO REFUSE PASSAGE

You will not be allowed to board the ship or be entitled to a refund if You do not have proper documentation. Carrier may refuse to embark You if, in Carrier's sole opinion, You are unfit for any reason or You will enter the third trimester of pregnancy by the end of the Cruise. If Carrier refuses to allow You on board for any of these reasons, any refund of the Cruise Fare will be made based on the time at which such refusal is exercised in accordance with Section 6 herein and Carrier shall have no further liability. If You become unfit to travel for any reason during the Cruise and/or disembark early, Carrier shall not be liable for any refund or damages.

## 4. AGE REQUIREMENTS; DRINKING AGE; GAMING; ALCOHOLIC BEVERAGES

The minimum passenger age is 6 months. Passengers under the age of 18 years shall be accompanied by a Passenger over the age of 18. The purchase or

consuming of any alcohol by any Passengers under the age of 18 is strictly prohibited. No Passenger shall be permitted to engage in any gaming activities on board the ship. Except for wine and champagne, Passengers shall not be entitled to bring alcoholic beverages of any kind on board for personal consumption. A corkage fee will be applied to wine and champagne consumed in the ship's restaurant.

## 5. CANCELLATION, REFUND AND YOUR TRAVEL AGENT

You are not entitled to any refund except as otherwise provided in this Section. Any refunds will be made directly to Your credit card account or Your travel agent and You must receive Your refund directly from these sources. You may cancel by telephone or electronic advice via a Carrier-approved Computer Reservation System, provided Carrier immediately receives written confirmation of cancellation. The following cancellation policy applies with respect to Your Cruise Fare:

### a. CANCELLATION FEE SCHEDULE

Days prior to Cruise:

	Full Charter	GIT (>20 cabins)	GIT (>10 cabins)	FIT
Cancellation upon confirmation	75% of deposit	50% of deposit	30% of deposit	Not Applicable
61 to 90 days	30%	Loss of deposit	50% of deposit	
31 to 60 days	75%	30%	Loss of deposit	
21 to 30 days	90%	50%	30%	
8 to 20 days	100%	75%	50%	
3 to 7 days		90%	75%	
3 days and below		100%	100%	
				50%
				100%

Provided, however, that in the event a lower cancellation fee is applicable to Your Cruise as stated in the relevant brochure, such lower cancellation fee will apply. Your travel agent acts for You in making the arrangements for Your Cruise and any related travel, lodging and tours. 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 funds to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You. Except for the provisions in these terms and conditions, no compensation or credit shall be provided by Carrier should You have to cancel or cut short Your Cruise.

## 6. RIGHT TO CANCEL, CHANGE TIME OF SAILING OR PORT, SHORTEN THE CRUISE; SUBSTITUTION

Carrier may, at any time, without notice or liability for payment or compensation, cancel the Cruise, change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise or substitute ships, other transportation or lodging. Passenger shall have no claim against Carrier, and Carrier shall not be liable (whether for damages or a refund) for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances, except as follows: (a) If Carrier cancels the Cruise seven days before it was to start, it shall refund the Cruise Fare (less any accommodation charges incurred); (b) If the sailing is delayed and You are not accommodated on board the ship, Carrier may arrange accommodations and food at no additional expense to You; (c) If the scheduled port of embarkation or disembarkation is changed, Carrier will arrange transportation to it from the originally scheduled port; and (d) If the Cruise is terminated or ends earlier than scheduled, Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Cruise Fare or transfer You to another ship or transport You to the scheduled final port at its cost and expense.

## 7. RIGHT TO DEVIATE FROM ROUTE AND CHANGE OR OMIT PORTS OF CALL

Carrier may, for any reason and at its discretion, without notice or liability for payment or compensation: (a) deviate from the scheduled ports of call, route and timetable; (b) call or omit to call at any port or place as planned; (c) affect the cruise in any manner in order to comply with all governmental laws and orders given by the local governmental authorities; (d) proceed without pilots, tow or be towed and assist vessels; or (e) render assistance to preserve life and property. Accordingly, You shall not make any important arrangements or meetings based on the proposed itinerary of the Cruise, which may change without liability to Carrier.

## 8. YOUR RESPONSIBILITY TO INFORM CARRIER OF DISABILITIES OR PREGNANCY

You shall, at the time You book Your Cruise, inform Carrier in writing of any existing medical, physical or mental illness, disability or any other condition for which You or any other person in Your care may require medical attention or special accommodation during the Cruise or for which the use of a wheelchair or service animal is contemplated or necessary. If any such condition arises after You have booked the Cruise, You must report the condition to Carrier as soon as You become aware of it. Failure to report any such condition shall release Carrier, the ship's captain and all other personnel from any liability related to the accommodation or treatment of such condition or for any other conduct

whatsoever in connection therewith. Carrier may refuse to embark You and any other person in Your care that may require medical attention or special accommodation during the Cruise, as set forth in Section 4.

#### 9. RIGHT TO CONFINE YOU TO CABIN, REFUSE TO EMBARK YOU, OR DISEMBARK YOU

Carrier or ship's captain may, without liability for refund or damages, confine You to Your cabin, change Your accommodations, refuse to embark You, or disembark You at any time if, in the opinion of Carrier, the Captain, or the Doctor, Your presence might be detrimental to Your health, comfort or safety or that of other Passengers or the crew. If You are delayed or detained on board the ship or elsewhere, due to injury, illness or disability or due to action of any government or authority, or for any other reason out of the control or not the fault of Carrier, You shall reimburse Carrier for all resulting costs and expenses including food, transportation, accommodation and repatriation.

#### 10. UNAUTHORIZED STOPOVER OR DISEMBARKATION

Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at Your sole risk and expense and You shall not be entitled to any refund or other compensation.

#### 11. NO ANIMALS

No pets or other animals are allowed on the ship at any time, except for certain necessary service animals of a disabled Passenger, for which prior written approval of the Carrier shall be required.

#### 12. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS OF SHIP; NO SOLICITATION

You shall be responsible for complying with the requirements of all immigration, port, health, customs and police authorities, and all other laws and regulations and You agree to reimburse Carrier for any expenses or fines that it may incur as a result of Your noncompliance. You must at all times obey all the rules, regulations and orders of the ship, Carrier and the Captain. You shall not solicit other Passengers for commercial purposes or advertise goods or services on board the ship without Carrier's prior written permission.

#### 13. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES

All health, medical or other personal services provided in connection with Your Cruise are provided solely for the convenience and benefit of Passengers who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the ship or elsewhere at Your

sole risk and expense without liability or responsibility of Carrier. Doctors, nurses or other medical or service personnel work directly for Passenger and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Similarly, beauticians, masseurs, photographers, instructors and other service personnel shall be considered independent contractors who work directly for the Passengers. Carrier recommends that You obtain Your own insurance protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with your cruise.

#### 14. BAGGAGE AND PERSONAL EFFECTS; LIABILITY LIMITATIONS

You may take a reasonable amount of luggage on board containing only Your personal effects, but may not carry any bulky items. The terms and conditions of other transportation provider also apply. You may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, or any contraband prohibited by applicable law. The ship's officers and law enforcement authorities have the right to enter and search Your cabin and baggage for any hazardous, controlled or prohibited substances or contraband. Carrier's liability for loss or damage to baggage or personal property is limited to U.S. \$250 per Passenger or up to U.S. \$1,500 if covered under Carrier's Insurance policy, or up to U.S. \$3,000 if covered under Carrier's Insurance policy. Carrier shall not be liable for any loss of or damage to cash, negotiable instruments, jewelry, objects of precious nature, electronics, cameras, binoculars, dental hardware, eyeglasses, documents or any other personal property. You may use the safe at the Purser's desk.

#### 15. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION

Carrier shall not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God, war, civil commotions, labor trouble, terrorism, governmental interference, perils of the sea, fire, thefts, or any other cause beyond Carrier's reasonable control, or any other act not shown to be caused by Carrier's negligence. Carrier hereby disclaims all liability to the passenger for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, when such damages were neither the result of a physical injury to the Passenger, nor the result of that Passenger having been at actual risk of physical injury, nor intentionally inflicted by Carrier. Pre and post cruise tours, shore excursions and any/all connecting ground, vessel or air transportation and other tours may be owned and/or operated by independent contractors and Carrier makes no representations and assumes no responsibility therefore. If You take part in organized activities, whether on the ship or as part of a shore excursion, You assume the risk of injury, death, illness or other loss and Carrier is not liable or responsible for it. Each Passenger agrees to indemnify Carrier for any damages, liabilities, losses,

penalties, fines, charges or expenses incurred or imposed upon Carrier as a result of any act, omission or violation of law by the Passenger or any minor Passenger for whom the Passenger is responsible.

Moreover, the Carrier shall not be held liable for any and all indirect or consequential damages, including but not limited to damages to personal image or reputation, loss of business, profit or opportunity, as well as any other damages of similar nature, sustained by the use of, as a result of or in connection with the taking of the Cruise, whether in contract, tort or otherwise.

#### 16. NOTICE OF CLAIMS AND SUITS; TIME LIMITATION; VENUE

Notwithstanding any provision of applicable law to the contrary, in cases involving claims for emotional or bodily injury, illness to or death of any Passenger, no lawsuit may be brought against Carrier unless (a) written notice giving full particulars of the claim is delivered to Carrier within 6 months, (b) a lawsuit on such a claim is filed within 1 year from the date of the emotional or bodily injury, illness or death, whichever comes first, and (c) valid service of the lawsuit is made within 90 days of filing the complaint. In all other cases, no lawsuit may be brought against Carrier unless (a) written notice giving full particulars of the claim is delivered to the Carrier within 15 days of termination of the Cruise, (b) the lawsuit on such claim is filed within 6 months from the date the Cruise terminated and (c) valid service of the lawsuit is made within 90 days of filing the complaint. All disputes and matters whatsoever arising out of or relating to Your Cruise, including for personal injury, illness or death, shall be litigated by You individually, and not as a member of any class. If you choose to sue Emeraude Classic Cruises, then such claim must be litigated by You before a court located in Hanoi, Socialist Republic of Vietnam, to the exclusion of the courts of any other country, state, city or county. You hereby waive any venue or other objection that may be available to any such action or proceeding being brought in any court located in Hanoi, Socialist Republic of Vietnam. The limitations set forth in this Section 17 shall also apply to and be for the benefit of any agents, independent contractors, concessionaires and suppliers of Carrier.

#### 17. CARRIER IS AGENT ONLY FOR OTHER TRANSPORTATION, EXCURSIONS AND SHORESIDE SERVICES

In selling tickets (including coupons or vouchers) or otherwise making arrangements for air, land or local water transportation, or shore excursions, tours or shore side accommodations and meals, Carrier acts only as an agent for other service companies who provide such services as independent contractors. You agree that Carrier shall not be liable in any way for, and You hereby release Carrier from, any loss, death, injury, delay, or damage to person or property or disappointment arising from or in connection with such services. Any liability for such services will be governed by the terms and conditions of the passage contract and the other contracts and/or tariffs between You and such service

companies. A service company shall have the benefit of every defense to which Carrier is entitled under this Passage Contract.

#### 18. 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 Carrier.

#### 19. MISCELLANEOUS

Nothing contained in this Passage Contract shall limit or deprive Carrier of the benefit of the applicable statutes or laws of the Socialist Republic of Vietnam or any other country or any international conventions providing for release from or limitation of liability. This Passage Contract constitutes the entire understanding and agreement between You and Carrier and supersedes any prior oral, or implied or other agreements between You and Carrier and this Passage Contract can only be modified by a writing signed by Carrier. You may not sell, assign or transfer the Passage Ticket, and no other person may use the Passage Ticket. Any portion or provision of this Passage Contract, which is invalid, illegal or unenforceable, shall be ineffective only to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions of the Passage Contract which shall remain in full force and effect.

EMERAUDE CLASSIC CRUISES  
As Operator and Agent for Operator  
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