

# HOLLAND AMERICA LINE CRUISE CONTRACT

**IMPORTANT NOTICE TO GUESTS: PLEASE CAREFULLY READ THE FOLLOWING CRUISE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND CARRIER, AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU, TO THE FULL EXTENT PERMITTED BY LAW; PARTICULARLY SECTION 12 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 13 AND 14 LIMITING CARRIER'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 15 LIMITING YOUR RIGHT TO SUE, AND REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS.**

**THIS CONTRACT ALSO INCLUDES THE CONDITIONS UNDER WHICH CARRIER BOOKS AIR TRANSPORTATION IF YOU ARE PARTICIPATING IN CARRIER'S AIR PACKAGE. IF ANY OF THESE CONDITIONS DO NOT MEET WITH YOUR APPROVAL, YOU HAVE THE OPTION OF ARRANGING AIR TRANSPORTATION INDEPENDENTLY IN WHICH EVENT, THE AIR OR ADD-ON OR CRUISE ONLY CREDIT AMOUNT PAID TO PROVIDER WILL BE REFUNDED.**

## I. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

Upon booking the Cruise, Land + Sea Journey, Land Trip(s) and/or Air Package, each Guest named on the booking confirmation or statement explicitly agrees to the terms of this Cruise Contract. Any Guest booking or purchasing the Cruise, Land + Sea Journey, Land Trip(s) and/or Air Package represents that he or she is authorized by all accompanying Guests to accept and agree to all the terms and conditions set forth herein.

You acknowledge and agree that, except as otherwise expressly provided herein, the resolution of any and all disputes between Carrier and any Guest, shall be governed exclusively and in every respect by the general maritime law of the United States, without regard to its choice of law principles, except in cases involving death arising outside the United States which shall be governed exclusively by the Death on the High Seas Act, 46 U.S.C. § 30301, et seq. To the extent such maritime law is not applicable, the laws of the State of Washington (U.S.A.) shall govern the contract, as well as any other claims or disputes arising out of that relationship. You agree this choice of law provision replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

This Cruise Contract constitutes the entire understanding and agreement between You and Holland America Line N.V., a Curacao corporation, in its capacity as general partner of Cruiseport Curacao C.V. as applicable to your Cruise, Land + Sea Journey, Land Trip or Air Package ("**Carrier**"), and supersedes any other prior oral, implied, written or other representations or agreements between You and Carrier except that in the event of a direct conflict between a provision of this contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking, the PBOR controls. This Cruise Contract governs the relationship between You and Carrier, whether the Cruise is purchased by You or on Your behalf, and can only be modified by a subsequent writing signed by Carrier. You may not sell, assign or transfer this Cruise Contract and no person other than that named on the boarding pass may use the boarding pass. Any portion or provision of this Cruise Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as noted in Section 15(B)(ii) below, shall be severed from this Contract without affecting in any way the remaining provisions of the Cruise Contract which shall remain in full force and effect.

You and Carrier agree and intend that certain third party beneficiaries derive rights and exemptions from liability as a result of this Cruise Contract. Specifically, all of Carrier's rights, exemptions from liability, defenses and immunities under this Cruise Contract (including, but not limited to, those described in Sections 4, 6, 7, 12, 13, 14, 15, and 17) will also inure to the benefit of the following persons and entities who shall be considered "**Carrier**" only for purposes of such rights, exemptions from liability, defenses and immunities: Carrier's employees and agents, the Alaska Railroad Corporation, the Ship, the Ship's tenders, the Ship's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, photographers, shore excursion providers, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

"**Cruise**" and "**Land + Sea Journey**" refer to the specific cruise or Land + Sea Journey indicated on the booking confirmation or statement, as it may be modified by Carrier under this contract, and shall include periods during which You are embarking or disembarking the Ship and any activities, shore excursions, tours, or shoreside facilities related to or offered during the Cruise or Land + Sea Journey.

"**You**," "**Your**" and "**Guest**" mean the person(s) booking or purchasing the Cruise or Land + Sea Journey (including, where applicable, the Land Trip and/or Air Package) or named on the booking confirmation or statement and persons in their care, including any minor, and their heirs, relatives, successors in interest, and personal representatives.

"**Ship**" refers to the ship that will provide the ocean transportation portion of the Cruise or Land + Sea Journey.

"**Air Package**" refers to air transportation booked for You by Us to enable You to travel to and from Your Cruise or Land + Sea Journey.

"**Land Trip**" refers to a pre- or post-Cruise or Land + Sea Journey package or transfer You have purchased (excluding any Air Package), or to a shore excursion You purchase during Your Cruise or Land + Sea Journey, on which You are traveling on one or more motorcoaches, dayboats and/or railcars owned or operated by us. "**Land Trip**" also refers to any visit by You to Half Moon Cay (on the island of Little San Salvador) in the Bahamas ("**Half Moon Cay**").

"**Refund Amount**" refers to that portion of the Cruise, Land + Sea Journey, Land Trip or Air Package fare which has actually been received by us. A portion of your fare was retained by or paid to your travel agent to compensate the agent for their services. The Refund Amount does not include the portion of the fare retained by or paid to your agent. You are solely responsible for obtaining the refund of these retained or paid amounts. Any refund to you will be made only in the currency received by Carrier and in the country in which the fare has been paid and subject to any foreign exchange regulations in force in that country.

**"Taxes, Fees & Port Expenses"** as used by Carrier, may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Taxes, Fees, & Port Expenses may be assessed per guest, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of guests on the Ship. Taxes, Fees & Port Expenses are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

## 2. GUESTS' OBLIGATIONS

(A) Before You board the Ship or embark on Your Land + Sea Journey, Land Trip(s) and/or Air Package travel, You must:

- (i) Pay Your fare.
- (ii) Familiarize yourself with the terms of the Cruise Contract.
- (iii) Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which You will travel.
- It is the Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Guests are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

PASSPORT REQUIREMENT WHEN MINORS TRAVEL WITH ONE ADULT ON VOYAGES GOVERNED BY U.S. WESTERN HEMISPHERE TRAVEL INITIATIVE ("WHTI") (includes travel within BERMUDA, CANADA, CARIBBEAN, MEXICO, UNITED STATES)

When minors are traveling with only one adult 21 years of age or older, Carrier requires that all guests must be in possession of a valid passport. Carrier has implemented this requirement so that Your party remains together should an emergency arise that requires one or more in your party to be disembarked in a non-U.S. port. Carrier cannot guarantee that all members of Your party will be allowed to disembark with only a WHTI-compliant document or birth certificate.

- (iv) Arrive at least two hours before the scheduled or amended sailing time and have with You all required documentation. Attach a completed luggage tag to each piece of baggage.
- (v) Be sure that You and any person in Your care are fit to take the Cruise. (See Section 8).

(B) Upon boarding the Ship, You must register a valid credit card or other acceptable payment method at the Front Office to cover any charges to your stateroom account.

(C) Prior to disembarking the ship, You must pay in full all amounts charged to Your stateroom account.

Carrier shall not be liable for refund, payment, compensation or credit of any kind, nor damages resulting from Your failure to comply with any of the requirements set forth above.

## 3. NOTICE CONCERNING SAFETY AND SECURITY.

Carrier visits a large number of ports in numerous countries around the world. At any given moment there are likely to be "trouble spots" in the world in terms of war, terrorism, crime, Act of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Guests while off the ship. Accordingly, it may be necessary to change, cancel or terminate the scheduled cruise or any activities related to the Cruise, Land + Sea Journey, and/or Land Trip(s), including without limitation shore excursions and port visits. Although Carrier endeavors to provide reasonable protection for Your comfort and safety onboard its ships, motorcoaches, dayboats and/or railcars owned or operated by us, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Guests that they must ultimately assume responsibility for their actions while ashore. The United States Department of State and other similar government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to such agency's perception of risks to travelers. Carrier strongly recommends that Guests and their travel agents obtain and consider such information when making travel decisions. Although unlikely, the Ship may be confronted by actual or threatened war, warlike operations or hostilities. Carrier has the absolute right and sole discretion to respond to safety concerns of any kind, including but not limited to sailing with or without lights, deviating from customary practices or rules and regulations concerning navigation, cargo or other matters in time of peace, or sailing armed or unarmed and with or without convoy.

There are risks inherent to being aboard the Ship and other means of transportation. These include, by way of example, having to evacuate the Ship or other means of transportation in case of emergency, having to move about on the Ship or other vessels during rough seas and lack of access to full medical services. For people who are ill or who have a mental or physical disability or impairment, these risks are more significant. For example: access to all parts of the Ship, other means of transportation or to facilities on shore may be difficult or impossible for some guests. In addition, medical evacuations during the Cruise or the Ship portion of the Land + Sea Journey whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. We reserve the right to determine, in our sole discretion exercised in good faith, whether and when a medical evacuation from the Ship will occur.

## 4. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.

Carrier reserves the right to refuse booking of passage on a Cruise, Land + Sea Journey, and/or Land Trip to any person or to cancel Your existing Cruise, Land + Sea Journey, and/or Land Trip reservation for any lawful reason. Any person(s) refused booking or passage in advance of the scheduled sailing or commencement of the Land + Sea Journey or pre-cruise Land Trip by Carrier will be given a refund of their Refund Amount. Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any doctor, You or any minor or other person in Your care during the Cruise, Land + Sea Journey, and/or Land Trip(s), are unfit for any reason for the Cruise, Land + Sea Journey, and/or Land Trip(s), or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason. Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. Except as otherwise provided, if You are required to remain 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 not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You or those accompanying You. If You become unfit to travel for any reason during the Cruise, Land + Sea Journey, and/or Land Trip(s) and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a cruise after Carrier has advised You that You are no longer allowed to sail, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

## 5. ELIGIBILITY REQUIREMENTS; DRINKING; GAMING.

All persons under 18 years of age must be accompanied and supervised by a parent or guardian. No Guest under the age of 21 may purchase, possess or consume alcohol during the Cruise. No Guest under the age of 18 shall be permitted to engage in any gaming activities on board the Ship. Each Guest agrees and warrants that he/she will supervise any guest in his/her care at all times to ensure all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Guests under their supervision.

Guests who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel You further agree to abide by all age, gender or other eligibility requirements applicable to any other activities, services or facilities available during the Cruise, including but not limited to those associated with use of any spa facilities, and to ensure that You supervise the use of any such facilities by any minor in your care. There may be age restrictions applicable to activities on the ship and ashore, which are established for the safety and well-being of all participants. Carrier and all independent contractors, as the case may be, reserve the right to revise eligibility requirements for activities during the Cruise or ashore for safety or other lawful reasons from time to time, and with which each Guest agrees to comply.

## 6. CANCELLATION BY YOU, REFUND, RECOMMENDATION FOR TRAVEL INSURANCE/PROTECTION AND YOUR TRAVEL AGENT

If not already received, You can obtain the applicable brochure for the Cruise or Land + Sea Journey from Your travel agent or us. You can also obtain the most current information on Carrier's website. For Holland America Line Cruises and Land + Sea Journeys, You should familiarize Yourself with the brochure as well as with the Before You Go page of HAL's [website \(https://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?WT.ac=CruiseContractUSDefault\)](https://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?WT.ac=CruiseContractUSDefault) (www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action). Please be advised, however, that if the brochure, booklet or website is inconsistent with this contract, this contract will be controlling. Since a cancellation likely means a diminished opportunity to sell space on other Cruises or Land + Sea Journeys, these fees apply regardless of whether Your space is resold. You hereby agree that losses sustained by us in the event of Your cancellation would be very difficult or impossible to quantify, and that the fees set forth in our cancellations policy represent a fair and reasonable assessment as liquidated damages.

Cancellation fees apply to the entire cruise booking, including cruise fare, air add-ons, ground transfers, pre-cruise and post-cruise hotel and tour packages, excluding Taxes, Fees and Port Expenses. If any non-cruise components are cancelled, You will be responsible for any cancellation fees imposed by the airlines, other transportation carriers, other tour and ground operators, and other hotel properties. You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this Section. Any refunds (except for amounts paid for Cancellation Protection Plan) will be made directly to the method of payment You used at the time of booking or Your travel agent and You must receive Your refund directly from these sources. Guests who cancel in writing as set forth below within the dates shown below for any reason, including medical or family reasons, are subject to the following per-person cancellation fees, as applicable:

- For bookings made in the United Kingdom, Gibraltar, Ireland, Guernsey, Jersey and Isle of Man, submit written cancellations to Holland America Line, 100 Harbour Parade, Southampton.S015 1ST or Enquiries@hollandamerica.co.uk;
- For bookings made in the Netherlands, Belgium, Luxembourg, Germany, Austria, Switzerland, Finland, Sweden, Norway, Iceland and Denmark, submit written cancellations to Holland America Line, Otto Reuchlinweg 1110, 3072 MD, Rotterdam or informatie@hollandamerica.com;
- For bookings made in Australia, submit written cancellations to Holland America Line, 15 Mount Street, North Sydney, NSW, 2060 Australia or generalenquiries@hollandamerica.com.au; and
- For bookings made in the United States and all other countries not listed above, submit written cancellations to Holland America Line, 300 Elliott Avenue West, Seattle, WA 98119 or Hal\_Reservations@HollandAmerica.com.

### **Grand World; Grand Voyages; any Segment of a Grand World or Grand Voyage; 29-50 day Hawaii, Tahiti & Marquesas; Incan Empires; Amazon Explorer; 30+ day Europe Transatlantic or any segment of a 30+ day Europe Transatlantic sailing; Africa Explorer and Far East Explorer**

120-91 days before commencing travel: an amount equal to deposit requirement;

90-76 days before commencing travel: 60% of Refund Amount;

75 days or less before commencing travel: 100% of Refund Amount.

### **All Holiday; Australia; New Zealand; South Pacific; Asia; Prinsendam Europe; South America and Antarctica sailings**

90-64 days before commencing travel: an amount equal to deposit requirement;

63-43 days before commencing travel: 50% of Refund Amount;

42-22 days before commencing travel: 75% of Refund Amount;

21 days or less before commencing travel: 100% of Refund Amount.

**Caribbean; Panama Canal; Mexico; Canada & New England; Pacific Coastal; Pacific Northwest; Alaska and Alaska Land+Sea Journeys; Europe (except Prinsendam Europe, 30+ day Transatlantic and segments of 30+ day Transatlantic) and 27-day or less Hawaii sailings**

75-57 days before commencing travel: an amount equal to deposit requirement;

56-29 days before commencing travel: 50% of Refund Amount;

28-16 days before commencing travel: 75% of Refund Amount;

15 days or less before commencing travel: 100% of Refund Amount.

**CANCELLATION POLICY EXCEPTION:** If you have purchased a specially priced promotion that is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your gross fare if You cancel Your booking.

Name changes require the prior approval of Carrier and may not always be possible. Name changes and departure date changes are considered reservation cancellations and are subject to cancellation fees.

Travel Insurance/Protection: Carrier strongly recommends that You obtain Your own insurance and/or travel 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, Land + Sea Journey and/or Land Trip(s).

Travel Agent: Your travel agent acts for You in making the arrangements for Your Cruise, Land + Sea Journey, and/or Land Trip(s). Carrier is not responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other monies to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You. You acknowledge that Your travel agent acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. Further, receipt by Your travel agent of this Cruise Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You. You agree Carrier is not responsible for the financial condition or integrity of any such travel agent. In the event that Your travel agent fails to remit to us any monies paid by You to the agent, You remain liable for the monies due Carrier, regardless of whether Carrier demands payment.

## **7. RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL; SUBSTITUTION.**

Except as otherwise provided, Carrier may, for any reason, without prior notice, cancel the Cruise, Land + Sea Journey, and/or Land Trip(s); deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the Ship; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; or change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise, Land + Sea Journey and/or Land Trip(s), or substitute ships, aircraft or other transportation or lodging. Accordingly, You should not make any important arrangements or meetings based on the scheduled Cruise, Land + Sea Journey and/or Land Trip(s) which may change without liability to Carrier. Furthermore, the Master of the ship as well as the operator of any other means of transportation may, in his/her sole discretion, take any action deemed necessary for the safety, security, comfort, or well-being of any person or to prevent damage to or loss of the Ship.

In the case of mechanical failures that cause the scheduled cruise to be cancelled, You are entitled to a full refund of the Refund Amount; or for mechanical failures that cause a cruise to be terminated early, a partial refund, travel expense to transport You to the scheduled port of disembarkation or Your home city at Carrier's discretion, and overnight lodging if an unscheduled stopover is required. You shall have no claim against Carrier, and Carrier shall not be liable for damages or a refund of the Refund Amount, any portion thereof, or other refund, payment, compensation or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, which shall be the Guest's responsibility, whenever the cancellation or change was otherwise beyond Carrier's exclusive control. Carrier's non liability extends without limitation to any of those causes described in Section 14(B) and/or inclement weather; health, medical or environmental considerations; labor, political or social disturbances or unrest; or operational, commercial or safety reasons; or was based on a good faith belief by the Carrier or the Ship's Captain that the Cruise or any portion thereof might endanger the vessel or expose any person or property to loss, injury, damage or delay. Except as provided above for mechanical failures, whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind. Notwithstanding the foregoing, we are not obligated to issue any refund to you in the event of a cancelled Land Trip to Half Moon Cay.

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and was within the exclusive control of Carrier, You agree the liability of the Carrier, if any, shall nonetheless be limited as follows:

- (A) If Carrier cancels the Cruise before it has started, it shall refund the Refund Amount.
- (B) If the sailing is delayed and You are not accommodated on board the ship, Carrier may arrange accommodations and food at no additional expenses to You.
- (C) If the scheduled port of embarkation or disembarkation for a Cruise or Ship portion of a Land + Sea Journey is changed, Carrier shall arrange transportation to it from the originally scheduled port.
- (D) If the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Refund Amount, transfer You to another ship or transport You to the scheduled final port.
- (E) If You pay the Carrier an amount above the Refund Amount for a Land Trip or other activity that is cancelled, You will be limited to a refund, if any, of the amount paid for the cancelled activity.

Under no circumstances shall the Carrier be or become liable for consequential or other damages of any kind sustained by any Guest except as expressly provided herein.

## **8. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.**

Due to the risks inherent in travel by sea, as described in Section 3 of this Cruise Contract, if You have any special medical, physical or other requirements, You, Your travel agent, or any person booking on Your behalf is requested to inform Carrier in writing at the time of booking of any special need or other condition for which You or any other person in Your care may require medical attention or accommodation during the Cruise, Land + Sea Journey and/or Land Trip(s) or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Cruise, Land + Sea Journey, and/or Land Trip(s), You are requested to report it in writing to Carrier as soon as You become aware of it. Guests acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Guests requiring the use of a wheelchair must provide their own as Carrier's wheelchairs carried on board the vessel are for emergency medical use only. You acknowledge and agree Carrier may disembark or refuse to embark You or anyone under Your care as set forth in Section 4 above. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

During your Cruise and the Ship portion of your Land + Sea Journey, we are transporting you and your property only between ports of call. At ports where the Ship is unable to dock, we will arrange for appropriate transportation from the place where the Ship is at anchor to the dock. Persons with mobility impairments traveling on a Holland America Line Ship should refer to the Before You Go page of HAL's website ([https://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?tabName=Shipboard+Life&contentMenu=Accessible+Cruising&WT.ac=CruiseContract\\_USDefault](https://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?tabName=Shipboard+Life&contentMenu=Accessible+Cruising&WT.ac=CruiseContract_USDefault)) (<https://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?tabName=Shipboard+Life&contentMenu=Accessible+Cruising>) regarding limitations on our ability to help you go ashore.

## 9. NO ANIMALS.

No pets or other animals are allowed on the Ship at any time except for certain necessary service animals of a Guest with a disability, which require written notification to the Carrier at the time of booking Your Cruise, Land + Sea Journey, and/or Land Trip(s) and Carrier's written approval. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on the Cruise, Land + Sea Journey and/or Land Trip(s). You further agree to determine and meet any documentary or other requirements related to the animal.

## 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. You may be denied subsequent boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind. If You plan to disembark the vessel and/or to off load packages, boxes or baggage before Your authorized port of call, You must advise the Front Office no later than the day before arrival in that port to arrange an inspection of You and/or Your belongings by local customs authorities. Should You fail to comply with this requirement and You and/or Your belongings are not presented for inspection, You may be assessed monetary penalties by local authorities. Furthermore, You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, You may visit but may not permanently disembark in any port in that country other than the port of embarkation. If You do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, You hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire Cruise.

## 11. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES 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 of each country or state from or to which You will travel, as well as this Cruise Contract. You must at all times obey all the rules, regulations and orders of the Ship, Carrier and the Captain. You shall not solicit other Guests for commercial purposes or advertise goods or services without Carrier's prior written permission. You may be disembarked without liability for refund, payment, compensation or credit of any kind if You or any Guest for whom You are responsible violate any of these requirements, and agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

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

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation will not be possible from every location to which the Ship sails. All health, medical or other personal services in connection with Your Cruise or Ship portion of Your Land + Sea Journey are provided solely for the convenience and benefit of Guests 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 whatsoever, and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Your behalf. Doctors, nurses or other medical or service personnel work directly for Guest and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. We do not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may or may not furnish You. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Guest.

## 13. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS, INSPECTION.

You may take a reasonable amount of luggage on board containing only Your personal effects, which shall include suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and other personal effects necessary for the Cruise, Land + Sea Journey and/or Land Trip(s). If You travel by air or other transportation the terms and conditions of the airline or other transportation provider apply to Your carriage on those conveyances. You may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, any other items prohibited by applicable law, or any other item Carrier deems in its sole discretion to be detrimental to the safety, security, comfort or well-being of any person. This list is subject to change without

notice; You should contact Carrier for questions regarding the potential prohibition of any other item. You agree Carrier has, at all times with or without notice, the right to enter and search Your stateroom, personal safe or storage spaces, or to search You, Your baggage and/or personal effects at any location.

You agree that Carrier's liability for loss or damage to baggage or personal property is limited to U.S. \$100 per guest or U.S. \$600 if You purchased the Standard Cancellation Protection Plan. In no event shall Carrier be liable for normal wear or tear of Your property or baggage. Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but not limited to those specified in Section 30503 of Title 46 of the United States Code. You warrant that no such items will be presented to Carrier within any receptacle or container as baggage, and release Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. Such items must be shipped to Your destination by other means. Guests are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others.

Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, cosmetics, electric hair appliances, liquids, luggage locks, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products or business or other documents under any circumstances, whether carried within Your luggage or otherwise. You may use the safe in Your stateroom. However, You agree use of the stateroom safe will not increase Carrier's liability as provided in this Cruise Contract.

You agree that baggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed in writing for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and you relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You, Carrier assumes no responsibility whatsoever for otherwise delivering any such items or delivering items that are prohibited by law.

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

- (A) General: Nothing contained in this Cruise Contract shall limit or deprive Carrier of the benefit of the applicable statutes or laws of the United States of America or any other country; or any international convention providing for release from, or limitation of, liability.
- (B) Acts Beyond Carrier's Control, Force Majeure: Except as provided in Section 7 with regard to refunds and certain other expenses for cruises that are cancelled or terminated due to mechanical failures, Carrier is 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, crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.
- (C) Claims for Emotional Distress: Carrier shall not be liable to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Guest's physical injury or as the result of Guest having been at actual risk of immediate physical injury proximately caused by Carrier's negligence ("Emotional Harm").
- (D) Assumption of Risk: You agree that by using the ship's pools, sauna athletic or recreational equipment and facilities or taking part in organized group 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. You agree that Carrier in no event is liable to You with respect to any occurrence taking place off the ship, launches, tenders or other craft owned or operated by Carrier or for any event caused by the criminal conduct of any third party.
- (E) Cruises To/From or Within the EU: This contract is issued at Seattle, Washington. On international cruises which neither embark, disembark nor call at any U.S. port and where You commence the cruise by embarking or disembarking in a port of a European Member State, Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to passengers in the event of accidents. Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per passenger, (approximately U.S. \$564,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the passenger proves that the incident was a result of Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs per passenger (approximately U.S. \$352,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs per passenger unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Carrier's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per passenger or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For a copy of EU Regulation 392/2009, visit <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF>. In addition, Guests embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For a copy of EU Regulation 1177/2010, visit

<http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177&qid=1440630405095&from=EN> (<http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177&qid=1440630405095&from=EN>).

- (F) Additional Limitations from Liability: In addition to all the restrictions and exemptions from liability provided in this Cruise Contract, Carrier shall have the benefit of all the statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited Title 46 of the United States Code sections 30501 through 30509, and 30511 which are United States statutes limiting the liability of Carrier. Nothing in this Contract is intended to nor shall it operate to limit or deprive Carrier or any such statutory limitation of or exoneration from liability under any applicable laws.
- (G) Excursions, Shoreside Services and Other Transportation: All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders or motorcoaches, dayboats and/or railcars owned or operated by us, provided in connection with, before, after or during Your Cruise, Land + Sea Journey, Land Trip(s) and/or Air Package, including but not limited to pre and post cruise activities, shore excursions, hotel accommodations, meals, or transportation of any kind by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the ship (including travel on the airline(s) used in the Air Package), are provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products and services are not subject to Carrier's supervision or control. In providing or selling reservations or tickets in connection with any such activities, services or transportation or by accompanying You during such activities, Carrier does so as a convenience to Guests and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities. Carrier accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service or transportation or any loss, delay or disappointment for any cancellations of any excursion, service or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking or ticketing. Carrier makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services, products or facilities. Any liability for such services will be governed by this Cruise Contract and the contracts and/or tariffs between You and such service companies. You agree that, Carrier's liability, if any for Non-Performance of any independent contractor providing such facilities or services shall not exceed the amounts received for such facility or services by Carrier on Your behalf. Any company or person providing services or facilities of any kind in connection with a shore excursion or other activity offered for purchase by Carrier shall have the benefit of every defense to which Carrier is entitled under this Cruise Contract.
- (H) Indemnification: You agree to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law or this Cruise Contract by You or any minor or other Guest in Your care.

## 15. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM; WAIVER OF CLASS ACTION.

The following provisions are for the benefit of the Carrier and certain third party beneficiaries as set forth above in Section 1:

- (A) Notice of Claims and Time Limits for Legal Action:
  - (i) Claims for Injury, Illness or Death: In cases involving claims for Emotional Harm, bodily injury, illness to or death of any Guest, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 6 months from the date of the Emotional Harm, bodily injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death, and (3) valid service of the lawsuit is made within 90 days of filing the complaint.
  - (ii) All Other Claims: No claim of any kind, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Cruise Contract or Guest's Cruise, Land + Sea Journey, Land Trips and/or Air Package, other than for emotional or bodily injury, illness or death of any Guest, shall be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to the Carrier within 15 days of the actual or scheduled termination date of the Cruise, Land + Sea Journey, or post-cruise Land Trip, whichever occurs first as specified in connection with this Contract, (2) legal action on such claim is commenced within 6 months from such scheduled termination date, and (3) valid notice or service of any such action is effected upon Carrier within 90 days after commencement of the action.
- (B) Forum and Jurisdiction for Legal Action:
  - (i) Claims for Injury, Illness or Death: All claims or disputes involving Emotional Harm, bodily injury, illness to or death of any Guest whatsoever including without limitation those arising out of or relating to this Cruise Contract or Your Cruise, Land + Sea Journey, Land Trip(s), or Air Package shall be litigated in and before the United States District Court for the Western District of Washington at Seattle, or as to those lawsuits as to which the federal courts of the United States lack subject matter jurisdiction, in the courts of King County, State of Washington, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

- (ii) All Other Claims; Agreement to Arbitrate: All claims other than for Emotional Harm, bodily injury, illness to or death of a Guest, whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Cruise Contract or Guest's Cruise, Land + Sea Journey, Land Trip(s), and/or Air Package, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA") located in King County, State of Washington, U.S.A. to the exclusion of any other forum. You agree the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. You consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding in King County, Washington. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and the fee schedule in effect at the time of initiating the proceeding with NAM, which are deemed to be incorporated herein by reference. NAM can be contacted at (800) 358-2550, attention Claims Department, 990 Stewart Street, First Floor, Garden City, NY 11530, to respond to any questions regarding the arbitration process or to obtain a current copy of the Comprehensive Dispute Resolution Rules and Procedures and/or fee schedule. The arbitrator must follow this Contract and can award the same damages and relief as a court.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA.

Carrier and Guest agree that each shall have the right to take one (1) deposition of a witness or a party and only one deposition of an expert designated by another party. Such depositions shall be limited to three (3) hours each. The parties further agree that each party shall be permitted to propound to another party a single document production request no more than ten (10) specific categories of documents that are material as evidence in the case. In addition, each part may propound only one set of interrogatories to another party containing no more than twenty-five (25) interrogatories, including all subparts. Upon request by a party, the arbitrator(s) shall have the power to order such discovery, by way of document production, interrogatory, deposition or otherwise, as the arbitrator(s) considers necessary for a full and fair exploration of the issues in dispute. All claims filed in small claims court, and any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond Your control, shall be litigated before the United States District Court for the Western District of Washington at Seattle, or as to those lawsuits as to which the federal courts of the United States lacks subject matter jurisdiction, in the courts of King County, State of Washington, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

The Arbitrator(s) and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement to Arbitrate including, but not limited to any claim that all or any part of this agreement to Arbitrate is void or voidable.

- (C) WAIVER OF CLASS ACTION: THIS CRUISE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 15(B)(ii) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 15(B)(ii) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

## **16. FACIAL RECOGNITION SOFTWARE; USE AND DISPLAY OF LIKENESS; PERSONAL DATA; PRIVACY NOTICE; PUBLIC WIRELESS SERVICES.**

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, Land + Sea Journey, and/or Land Trips in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Guests, process, display and sell such photos to You and other Guests. Carrier may utilize closed circuit television or other surveillance means on board the Ship. You agree You may provide personal data to Carrier that may include Your name, street or email address, date of birth, passport, financial account, and/or telephone numbers, likeness, photograph or other information which would identify You personally. You may also provide Carrier or others certain sensitive

data such as Your health, medical condition, dietary or religious restrictions, gender or sexual orientation. You agree Carrier may (a) keep Your personal and sensitive data ("PSD"); (b) use it in its business worldwide in accordance with its privacy policies; (c) share it with Carrier's affiliated/related companies, and (d) subject it to processing worldwide provided Carrier's safeguards are used. You agree any PSD You provide to Carrier in the European Economic Area ("EEA") may be used, processed and transferred within and outside the EEA and specifically to the U.S.

You agree Carrier may disclose Your PSD to unaffiliated third parties: (a) after You request or authorize it; (b) to help complete a transaction for You; (c) to comply with law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas; (d) to enforce this Cruise Contract or other agreements, or to protect the rights, property or safety of Carrier or others; (e) as part of a purchase, transfer or sale of services or assets (f) when provided to our agents, outside vendors or service providers to perform functions on our behalf; or (g) as described in Carrier's policies, as amended from time to time.

You expressly agree not to use any photograph, video recordings and other visual or audio portrayals of You and/or any other Guest in combination with crew or the Ship, or depicting the Ship, its design or equipment or any part thereof whatsoever for any commercial purpose or in any media broadcast or for any other non-private use, without the express written consent of Carrier.

Carrier may, but is not required to, make wireless Internet or telephone access ("Wireless Services") available as a convenience; Carrier accepts no responsibility for interruptions in its service. You agree to use Wireless Services at Your own risk; Carrier shall not be liable in any manner for resulting claims (including without limitation lack of privacy), losses or damages. Using Wireless Services is public; information sent or received is not guaranteed to be private. Your PSD may be available to third parties. By using Wireless Services You agree Carrier may monitor, record, intercept and disclose any transmissions and may provide to others all information relating to all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law.

## 17. AIR PACKAGE

**A. Arrangements by Carrier:** If You are participating in our Air Package, we will arrange for air transportation from the home cities listed in our brochure to the departure point of your Cruise or Land + Sea Journey and return air transportation from the termination point of Your Cruise or Land + Sea Journey to the home city from which You departed. Due to the special fares and capacity controls we have with airlines, we retain the right to select carriers and determine routings. Some routings may involve travel to an airport other than in the city where the Ship embarks or disembarks. In those cases, motorcoach transportation to and/or from the Ship will be provided. Flight schedules and/or availability may require overnight hotel accommodations either to join and/or to return from Your Cruise or Land + Sea Journey. Please refer to Carrier's website or the applicable brochure regarding our policies on booking hotels and responsibility for the costs of hotels and associated services.

**B. Schedule Changes/Air Delays:** We reserve the right to change or alter air flights as required by airline schedule changes. If tickets have already been issued, we will adjust Your itinerary or air carrier, accordingly. In that event, we may ask You to return Your tickets to Your travel agent. Should You choose to alter your airline schedule in any way once Your tickets have been issued, airline charges which result will be Your responsibility. If our assistance is requested in changing airline arrangements within 60 days of departure, an additional administrative charge will be levied in addition to any charges imposed by airlines. If You are traveling on a Holland America Line Ship and Your flights are delayed, please ask the airline to immediately advise HAL's Air/Sea Department, or call us Yourself at 1-800-628-4771 or 1-206-286-3294.

**C. Refunds/Seat Assignments/Special Services/Fares/Lost Tickets/Baggage Charges:** The maximum refund to You for unused flight coupons will not exceed the air add-on or cruise only credit amount paid to us. We cannot make or confirm seat assignments, special meals or other special services. Your travel agent may assist with these arrangements. Please note that because of changing airline tariffs, Your actual air ticket may reflect fares higher or lower than the air add-on or cruise only credit amounts shown in the applicable brochure. If so, the difference is neither chargeable nor refundable to You. If, however, airline fuel or other surcharges or additional governmental taxes or levies are imposed, we reserve the right to pass these through to You. Please keep your airline tickets in a safe place. Should they be lost, You will be responsible for their replacement. Each airline has its own baggage allowance policy. You are responsible for any excess baggage charges imposed by airlines.

**D. Liability and Relationship With Airlines:** We will use our best efforts to arrange for Your air transportation. If, however, due to any cause beyond our control, we are unable to arrange for air transportation (including, for example, because of capacity controls placed upon us by airlines due to the types of fares under which we book) or the air transportation we arrange is unavailable or otherwise fails to materialize, our sole liability will be limited to refunding the air add-on paid or cruise only credit. Our relationship with airlines is that of an independent travel agent. We assume no liability for any acts or omissions of any airline including, without limitation, those involving cancellation of flights, schedule changes, re-routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking or computer errors. Accordingly, You will not have any right to claim or recover against us as a consequence of any act or omission of any airline. The liabilities and obligations of an airline to You, and Your rights against an airline, are subject to any and all terms and conditions of the airline's ticket and tariffs and any and all governmental laws and regulations bearing upon or otherwise relating to such rights, liabilities and obligations.

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December 2015



[. \(https://www.hollandamerica.com/legalAndPrivacy/Main.action?tabName=Passenger+Bill+of+Rights&WT.ac=CruiseContract\)](https://www.hollandamerica.com/legalAndPrivacy/Main.action?tabName=Passenger+Bill+of+Rights&WT.ac=CruiseContract)

[Passenger Bill of Rights \(https://www.hollandamerica.com/legalAndPrivacy/Main.action?tabName=Passenger+Bill+of+Rights&WT.ac=CruiseContract\)](https://www.hollandamerica.com/legalAndPrivacy/Main.action?tabName=Passenger+Bill+of+Rights&WT.ac=CruiseContract)

Residents of the European Union may have received General Booking Conditions from their travel organizers that may contain other rights and obligations.

