

Ocean Cruise - Passenger Ticket Terms and Conditions

IMPORTANT NOTICE

THESE ARE THE TERMS AND CONDITIONS THAT APPLY TO THE CONTRACT OF CARRIAGE (HEREINAFTER "CONTRACT") BETWEEN YOU AS THE PASSENGER AND PEC Operations Ltd., a limited liability company registered in Malta bearing the company registration number C84482 and having the registered office at Victoria Mansions, Block 3, 2nd Floor, Toni Bajada Street, Naxxar NXR 2592, Malta (HEREINAFTER "CARRIER") WITH RESPECT TO THE M.V. "SCENIC ECLIPSE", THE M.V. "SCENIC ECLIPSE II", THE M.V. "SCENIC IKON", THE M.V. "EMERALD AZZURRA", THE M.V. "EMERALD SAKARA", THE M.V. "EMERALD KAIA", THE M.V. "EMERALD RAIYA", THE M.V. "EMERALD XARA" or any other ship chartered or operated or provided by Carrier, whether owned, chartered, or operated by Carrier or by third parties, on which Passenger may be travelling, and its tenders, jet skis, kayaks, helicopter and submersible or any other means of conveyance (HEREINAFTER "VESSEL").

CARRIER ENTERS INTO CONTRACTS OF CARRIAGE, ISSUES ALL CONTRACTS, AND ACCEPTS AND CARRIES PASSENGERS AND BAGGAGE ONLY ON AND SUBJECT TO THESE TERMS AND CONDITIONS. THE CONTRACT IS AN AGREEMENT BETWEEN PASSENGER AND CARRIER, AND, WHERE APPLICABLE, THE AGENTS, SERVANTS, AND EMPLOYEES OF CARRIER, INCLUDING BUT NOT LIMITED TO THE VESSEL.

THE LIABILITY OF CARRIER TOWARDS PASSENGER IS LIMITED BY OPERATION OF APPLICABLE LAW AND BY OPERATION OF THESE TERMS AND CONDITIONS. **PASSENGER'S ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 5, 9, AND 10 OF THESE TERMS AND CONDITIONS, WHICH CONTAIN CERTAIN LIMITATIONS AND WAIVERS OF THE CARRIER'S AND THIRD PARTIES' LIABILITY, INCLUDING LIMITATIONS CONCERNING DEATH OR INJURY CLAIMS, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY.** YOU THEREFORE MUST ENSURE THAT YOU ARE PROPERLY INSURED AGAINST ALL RISKS THAT YOU AND YOUR BELONGINGS MAY INCUR.

THE RIGHTS, EXCLUSIONS AND LIMITATIONS OF LIABILITY AS WELL AS THE DEFENSES AND/OR IMMUNITIES OF THE CARRIER SET FORTH IN THESE TERMS AND CONDITIONS, SHALL ALSO APPLY TO AND BE FOR THE BENEFIT OF ITS AGENTS, EMPLOYEES, SERVANTS AND INDEPENDENT CONTRACTORS, CONCESSIONAIRES, SUBCONTRACTORS AND SUPPLIERS OF THE CARRIER, INCLUDING BUT NOT LIMITED TO THE VESSEL.

PASSENGER WILL BE SUBJECT TO THESE CRUISE PASSENGER TICKET TERMS AND CONDITIONS PRESENTED TO YOU AT THE TIME OF YOUR BOOKING. HOWEVER, CARRIER HAS THE RIGHT TO REVISE AND AMEND SUCH TERMS AND CONDITIONS FROM TIME TO TIME TO REFLECT, AMONGST OTHER THINGS, CHANGES IN MARKET CONDITIONS AFFECTING ITS BUSINESS, CHANGES IN TECHNOLOGY, CHANGES TO HEALTH AND SAFETY LAWS OR PROCEDURES, CHANGES IN PAYMENT METHODS, CHANGES IN RELEVANT LAWS AND REGULATORY REQUIREMENTS, OR FOR ANY OTHER LAWFUL REASON. THE TERMS AND CONDITIONS SHALL BE FURTHER SUPPLEMENTED AND UPDATED BY ANY SPECIFIC POLICIES, PROTOCOLS OR STANDARDS WHICH CARRIER MAY, FROM TIME TO TIME, PUT IN PLACE TO ADDRESS THE COVID-19 PANDEMIC. WE WILL PROVIDE REASONABLE NOTICE TO YOU OF ANY CHANGES WE MAKE TO THESE CRUISE PASSENGER TICKET TERMS AND CONDITIONS AFTER THE TIME OF YOUR BOOKING, PRIOR TO THE TIME OF YOUR VOYAGE IN ACCORDANCE WITH APPLICABLE LAW. YOUR CONTINUED ACCESS TO OR THE USE OF CARRIER'S WEBSITE AND/OR THE SERVICES THAT CARRIER OFFERS CONSTITUTES YOUR ACCEPTANCE OF ANY SUCH CHANGE OR AMENDMENT TO THESE TERMS AND CONDITIONS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY COVID-19 PROTOCOLS TO THE EXTENT YOU DO NOT AGREE TO THE REVISED CRUISE PASSENGER TICKET TERMS AND CONDITIONS, YOU MAY CANCEL YOUR BOOKING AND RECEIVE A REFUND.

BY BOARDING THE VESSEL, YOU AGREE TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, LIMITATION OF LIABILITY, GOVERNING LAW, FORUM, AND JURISDICTION, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW IN YOUR JURISDICTION OF RESIDENCE.

CONDITIONS APPLICABLE TO THE CONTRACT

1. DEFINITIONS

"Baggage" means all such Passenger baggage allowed on the Vessel pursuant to the terms of the Contract, and which is placed in Passenger's cabin, or which has been stored in the Vessel's baggage room, holds, or

safe against receipt at the request of Passenger.

"Booking" means the booking by the Passenger of a Cruise onboard the Vessel (as defined herein).

"Booking Confirmation" means the receipt/confirmation of the Booking provided to the Passenger.

"Carrier" means PEC Operations Ltd.

"Conditions" or "Contract" means these Cruise Passenger Ticket Terms and Conditions as published on our website and as provided to you at the time of your Booking

"Conventions" means the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974 as amended by the 2002 Protocol and any subsequent amendment thereto (hereinafter "Athens Convention"), and, where applicable, the Convention on Limitation of Liability for Maritime Claims of 1976 as amended by the 1996 Protocol and any subsequent amendment thereto (hereinafter "LLMC Convention").

"Cruise" or "Voyage" means a cruise aboard a Vessel operated by Carrier.

"Dangerous Articles" include, without limitation, articles such as firearms, explosives, oxygen or inflammable or combustible substances, alcohol, drugs, illegal substances, other dangerous goods or any other items prohibited by applicable law.

"Package Travel Regulations" means the Package Travel and Linked Travel Arrangements Regulations 2018 as amended.

"Passenger" means every person named on the face of the Contract and/or travelling under the Contract or occupying the cabin designated on the Contract, including their heirs and successors. The term "Passenger" shall include the plural, and the use of the masculine shall include the feminine.

"Valuables" includes but is not limited to jewelry, money, bullion, precious metals or stones, other objects of a rare or precious nature, bonds, securities, negotiable and financial instruments and/or tickets.

2. NON-TRANSFERABILITY/BINDING EFFECT

The Contract is valid only for Passenger or Passengers named herein, for the Cruise, date and Vessel indicated. It may not be sold or transferred. The terms and conditions of the Contract are binding on, and confer benefits to, the Passenger as well as the respective heirs, successors and assigns of the said Passenger. For purposes of the Contract, the successors and assigns of the Passenger shall be construed as also including any insurers, re-insurers or any other person who has been subrogated into or assigned the rights of any of the Passenger. Passenger represents and warrants that she/he is duly authorized by and on behalf of all Passengers (including minor children) named in the Booking to agree to and to bind all such Passengers to these terms and conditions.

Any shore excursions booked onboard that are cancelled at least 48 hours prior to the day of the shore excursion will be refunded in full. Any refunds will be either refunded to Passenger's credit card or to Passenger's onboard account. Passenger may cancel your shore excursion booking within 48 hours; however, no refund will be provided. Any exceptions to this rule will be clearly outlined in the shore excursion booking form. Shore Excursion tickets must be returned to the Shore Excursions Desk at the time of cancellation.

3. EMBARKATION

Passenger is required to be on board the Vessel at least one hour before the initial scheduled departure time of the Cruise and any departure time subsequently announced during the Cruise. At the time of embarkation Passenger is responsible for having received all medical inoculations and taken all health precautions necessary for the Cruise and having in his/her possession the Contract and/or Booking confirmation, valid passport, visas, medical card and other documents, medicines and medical equipment necessary for the Cruise and for scheduled ports of call and disembarkations.

It is the Passenger's responsibility to be at the designated place and time for check-in prior to departure, as stipulated on his/her ticket and any departure time subsequently announced during the Cruise. No refund will be issued if Passenger fails to arrive at the designated place and time prior to departure or embarkation and Carrier shall have no liability to Passenger whatsoever if Passenger is not on board the Vessel prior to the

Vessel's departure.

4. BAGGAGE, VALUABLES AND OTHER POSSESSIONS

All Baggage must be securely packed and distinctly labelled with Passenger's full name, the name of the Vessel, and the cabin number of Passenger and the sailing date of the Vessel.

Under no circumstances may Dangerous Articles be taken aboard the Vessel. The Passenger shall be liable for all penalties imposed by statute and for all damages and losses sustained whether by the Carrier or the Vessel by reason or in consequence of any Dangerous Articles being brought or carried on board the Vessel. All Dangerous Articles shall be surrendered at embarkation and may be disposed of without further notice or liability to Passenger in Carrier's sole discretion.

Pets and other animals are not allowed on board the Vessel. Hand or unlocked luggage, breakables and valuables must be hand-carried by Passengers on and off the Vessel and may not be included with check-in Baggage. Carrier shall not be liable for loss or damage to such items and shall not be liable for goods that Carrier would not have allowed on the Vessel, had it known of the existence thereof.

Property not claimed upon completion of the Cruise will be stored at the Passenger's and owner's risk and expense. Carrier will make reasonable efforts to contact Passengers of unclaimed property to the extent contact details are reasonably visible on such property. If unclaimed property is not collected within 30 days of completion of the Cruise, it may be disposed of in any manner whatsoever without any liability or compensation to the Passenger and/or the owner and/or any other person. If Carrier is unable to notify the Passenger, the Passenger needs to collect its property within 60 days of completion of the Cruise.

5. DISCLAIMERS, LIMITATIONS AND WAIVERS OF LIABILITY

- I. PASSENGER ACKNOWLEDGES AND AGREES THAT CARRIER SHALL NOT BE LIABLE TO PASSENGER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, COST, EXPENSE, INJURY, ILLNESS, OR DEATH OCCURRING DURING, OR IN ANY WAY RELATED TO, THE VOYAGE, NO MATTER WHAT THE CAUSE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT.]
- II. CARRIER DISCLAIMS ALL LIABILITY TO PASSENGER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, COST, EXPENSE, INJURY, ILLNESS, OR DEATH OF ANY PASSENGER OCCURRING DURING THE VOYAGE NO MATTER WHAT THE CAUSE.
- III. CARRIER DISCLAIMS ALL LIABILITY TO PASSENGER FOR EMOTIONAL DISTRESS, MENTAL SUFFERING, OR PSYCHOLOGICAL INJURY OF ANY KIND.
- IV. PASSENGER ACKNOWLEDGES AND AGREES THAT ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, REPRESENTATIONS, OR TERMS ARE EXPRESSLY DISCLAIMED, AND THAT CARRIER MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE VESSEL OR ITS MERCHANTABILITY, FITNESS, OR SEAWORTHINESS, NOR DOES CARRIER WARRANT THE CONDITION OF ANY PERSON ONBOARD THE VESSEL OR ANY FOOD, DRINK, PROVISIONS, OR MEDICINE SUPPLIED BY THE VESSEL. WHERE THE LAW IMPLIES ANY GUARANTEE, CONDITION, OR WARRANTY WHICH CANNOT BE DISCLAIMED, TO THE MAXIMUM EXTENT POSSIBLE, CARRIER'S LIABILITY TO PASSENGER OR ANY THIRD PARTY FOR BREACH OF SUCH AN IMPLIED GUARANTEE, CONDITION, OR WARRANTY IS LIMITED, AT CARRIER'S DISCRETION, TO ONE OR MORE OF THE FOLLOWING:
 - a. IN THE CASE OF GOODS: THE REPAIR OF GOODS, THE REPLACEMENT OF GOODS, THE SUPPLY OF EQUIVALENT GOODS, OR THE COST TO REPAIR, REPLACE, OR SUPPLY EQUIVALENT GOODS; OR
 - b. IN THE CASE OF SERVICES: PROVIDING THE SERVICES AGAIN, OR PAYMENT OF THE COST OF PROVIDING THE SERVICES AGAIN.
- V. PASSENGER ACKNOWLEDGES AND AGREES THAT CARRIER IS NOT AN INSURER OF PASSENGER'S SAFETY.

- VI. PASSENGER ACKNOWLEDGES AND AGREES THAT CARRIER SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO PASSENGER WHICH OCCUR WHILE PASSENGER IS ONBOARD THE VESSEL OR ONSHORE DURING THE COURSE OF A VOYAGE.
- VII. PASSENGER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE STATED IN THIS CONTRACT, CARRIER SHALL NOT BE LIABLE FOR LOSS OF OR DAMAGE TO ANY OF PASSENGER'S LUGGAGE OR PROPERTY.
- VIII. IN CONSIDERATION OF THE SERVICES CARRIER PROVIDES, PASSENGER, FOR HER/HIMSELF AND FOR PASSENGER'S HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DOES HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND AGREE TO INDEMNIFY CARRIER AND CARRIER'S AFFILIATES, WHICH SHALL INCLUDE (WITHOUT LIMITATION) CARRIER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AFFILIATES, FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR EMOTIONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, LOST PROFITS, LOST WAGES OR EARNINGS, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR OTHERWISE, THAT MAY ARISE OUT OF OR OCCUR DURING THE VOYAGE OR ANY ACTIVITIES CONDUCTED IN CONJUNCTION OR RELATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ANY DELAY, LOSS, DAMAGE, OR INJURY CAUSED BY OR ARISING FROM A FORCE MAJEURE EVENT, BREAKAGE OF SHAFTS OR ANY DEFECT OR UNSEAWORTHINESS IN HULL, MACHINERY OR APPURTENANCES, EQUIPMENT, FURNISHINGS, SUPPLIES OR OFFICERS OR CREW OF THE VESSEL OR ITS LAUNCHES OR WATERCRAFT; FAULT OR NEGLIGENCE OF THE MASTER, TUGS, OFFICERS OR MEMBERS OF THE CREW, AGENTS, SERVANTS, INDEPENDENT CONTRACTORS; THE QUALITY, NATURE OR CONSEQUENCES OF MEDICAL OR SURGICAL TREATMENT; ANY INHERENT DEFECT, OR VICE OR QUALITY OF THE TRAVELER'S BAGGAGE; ANY INSUFFICIENCY, INADEQUACY OF ABSENCE OF BAGGAGE MARKS OR OF ADDRESS OR DESCRIPTION OF SUCH BAGGAGE; ANY DELAY IN, OR PREVENTION OF SAILING, PROLONGATION OF THE VOYAGE, DEVIATION OR STOPPAGE IN TRANSIT; ANY CALLS AT PORTS OR VARIATIONS FROM THE SCHEDULED OR REGULAR COURSE OF THE VOYAGE; SEIZURE OF THE VESSEL UNDER LEGAL PROCESS; ANY ACT, OMISSION, FAULT, OR NEGLIGENCE OF PASSENGER OR FELLOW PASSENGERS; ANY RISKS OF TRAVEL BY SEA (INCLUDING, BUT NOT LIMITED TO, WEATHER-RELATED HAZARDS, NAVIGATIONAL DANGERS, WEAR AND TEAR, AND CARGO MOVEMENT AND DAMAGE); AND ANY OCCURRENCE OR EVENT THAT TAKES PLACE OFF THE VESSEL. PASSENGER SPECIFICALLY UNDERSTANDS AND AGREES THAT PASSENGER IS RELEASING, DISCHARGING, AND WAIVING ANY CLAIMS OR ACTIONS THAT PASSENGER MAY HAVE PRESENTLY OR IN THE FUTURE FOR CARRIER'S NEGLIGENT ACTS, OMISSIONS, OR CONDUCT, AND THAT OF CARRIER'S OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, OR AFFILIATES. PASSENGER ACKNOWLEDGES AND AGREES THAT ANY DAMAGES RESULTING FROM SUCH ACTS OR OMISSIONS ARE SPECULATIVE, UNCERTAIN, AND NOT REASONABLY FORESEEABLE AT THE TIME PASSENGER ENTERS INTO THIS CONTRACT.
- IX. PASSENGER ACKNOWLEDGES AND AGREES THAT CARRIER SHALL NOT BE LIABLE TO PASSENGER OR ANY THIRD PARTY, UNDER ANY CIRCUMSTANCE, FOR ANY LOSS OF ENJOYMENT, DATA, OPPORTUNITY, PROFIT, SAVINGS, REVENUE, INTEREST, OR ANY OTHER CONSEQUENTIAL, OR INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE LOSS, COST, DAMAGE, OR EXPENSE.
- X. CARRIER'S MAXIMUM LIABILITY TO PASSENGER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, COST, EXPENSE, INJURY, ILLNESS, OR DEATH OCCURRING DURING, OR IN ANY WAY RELATED TO, THE VOYAGE, IS LIMITED TO THE VOYAGE PRICE PASSENGER HAS PAID.
- XI. PASSENGER ACKNOWLEDGES AND AGREES THAT IF PASSENGER'S VOYAGE, ANY PART OF PASSENGER'S VOYAGE, ACCOMMODATION, FLIGHTS, OR ANY OTHER GOOD OR SERVICE, OR ANY PART THEREOF, IS PROVIDED BY A SERVICE PROVIDER, THEN IN THE EVENT OF ANY DISPUTE OR CLAIM, INCLUDING FOR LOSS, COST, DAMAGE, EXPENSE, BREACH OF CONTRACT, OR NEGLIGENCE, ARISING FROM OR IN ANY WAY RELATING TO THE CONDUCT OF A SERVICE PROVIDER, PASSENGER SHALL PURSUE PASSENGER'S CLAIM EXCLUSIVELY AND DIRECTLY AGAINST THE RELEVANT SERVICE PROVIDER AND NOT AGAINST CARRIER. PASSENGER FURTHER ACKNOWLEDGES AND AGREES THAT CARRIER IS NOT LIABLE FOR THE ACTS, OMISSIONS, OR FAILURES OF ANY SUCH SERVICE PROVIDERS.

XII. EU REGULATION 392/2009 AND THE ATHENS CONVENTION

IN THE EVENT THAT ALL OR ANY OF THE PROVISIONS OF SECTIONS 5(I) THROUGH 5(XI) ARE DETERMINED INAPPLICABLE OR UNENFORCEABLE, THEN, AND ONLY TO THE EXTENT OF THAT DETERMINATION, ON CRUISES THAT EMBARK OR DISEMBARK AT A PORT IN A EUROPEAN UNION MEMBER STATE AND WHICH DO NOT EMBARK, DISEMBARK, OR CALL AT ANY UNITED STATES PORT, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES FOR PERSONAL INJURY, DEATH, AND/OR LUGGAGE AS SET FORTH IN EU REGULATION 392/2009 ("THE REGULATION"), RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA. ON CRUISES THAT DO NOT EMBARK, DISEMBARK, OR CALL AT ANY UNITED STATES PORT, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES FOR PERSONAL INJURY, DEATH AND/OR LUGGAGE AS SET FORTH IN THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974, AND, THE 2002 PROTOCOL TO THAT CONVENTION (BOTH TOGETHER REFERRED TO AS THE "ATHENS CONVENTION"). UNDER BOTH THE REGULATION AND THE ATHENS CONVENTION, CARRIER'S LIABILITY IS LIMITED AS SET FORTH BELOW:

EXCEPT IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPWRECK, CAPSIZING, COLLISION, STRANDING OF THE SHIP, EXPLOSION OR FIRE ABOARD THE SHIP OR A DEFECT IN THE SHIP AS DEFINED BY THE REGULATION AND THE ATHENS CONVENTION, AND PROVIDED THAT PASSENGER PROVES THAT THEIR LOSS OR DAMAGE WAS CAUSED BY CARRIER'S NEGLIGENCE OR FAULT, CARRIER'S LIABILITY TO PASSENGERS FOR DEATH OR PERSONAL INJURY IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") PER PASSENGER (APPROXIMATELY U.S. \$543,448, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL).

IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPWRECK, CAPSIZING, COLLISION, STRANDING OF THE SHIP, EXPLOSION OR FIRE ABOARD THE SHIP OR A DEFECT IN THE SHIP AS DEFINED BY THE REGULATION AND THE ATHENS CONVENTION, CARRIER'S LIABILITY TO PASSENGERS FOR DEATH OR PERSONAL INJURY IS LIMITED TO NO MORE THAN 250,000 SDR PER PASSENGER (APPROXIMATELY U.S. \$339,655, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL). EXCEPT WHERE THE INCIDENT RESULTED FROM AN ACT BEYOND CARRIER'S CONTROL (i.e. WAR, TERRORISM, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTER, INTENTIONAL ACTS OF THIRD-PARTIES, ETC.) CARRIER'S LIABILITY FOR LOSS OR DAMAGE RESULTING FROM SUCH INCIDENTS MAY INCREASE TO 400,000 SDR UNLESS CARRIER PROVES THAT THE INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE.

IF THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, THEN CARRIER'S LIABILITY FOR PERSONAL INJURY OR DEATH SHALL BE LIMITED TO THE LESSER OF 250,000 SDR PER PASSENGER OR 340,000,000 SDR (APPROXIMATELY U.S. \$461,931,416, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) PER INCIDENT.

CARRIER'S LIABILITY FOR LOSS OF, OR DAMAGE TO, PASSENGER'S CABIN LUGGAGE SHALL NOT EXCEED 2,250 SDR (APPROXIMATELY U.S. \$3056, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL). CARRIER'S LIABILITY FOR LOSS OF, OR DAMAGE TO, PASSENGER'S OTHER LUGGAGE SHALL NOT EXCEED 3,375 SDR (APPROXIMATELY U.S. \$4,585, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) PER PASSENGER.

PUNITIVE OR EXEMPLARY DAMAGES ARE NOT AVAILABLE UNDER EU REGULATION 392/2009 OR THE ATHENS CONVENTION.

ANY DAMAGES PAYABLE BY CARRIER SHALL BE REDUCED IN PROPORTION TO ANY FAULT OR NEGLIGENCE OF THE PASSENGER AS PROVIDED IN ARTICLE 6 OF THE REGULATION AND THE ATHENS CONVENTION.

THE REGULATION MAY BE FOUND AT <https://eur-lex.europa.eu/eli/reg/2009/392/oj/eng>.

THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974, MAY BE FOUND AT <https://treaties.fcdo.gov.uk/awweb/pdfopener?md=1&did=68431>

THE 2002 PROTOCOL TO THAT CONVENTION MAY BE FOUND AT

https://assets.publishing.service.gov.uk/media/5a75af88e5274a545822d6e1/TS_14.2013_Prot_2002_web_acc.pdf

PASSENGERS EMBARKING ON A CRUISE IN A EUROPEAN UNION MEMBER OR UNITED KINGDOM STATE PORT ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010 (AS INCORPORATED INTO UK LAW FOR UK RESIDENTS) WHICH CAN BE ACCESSED AT

<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177>

IN ADDITION, CARRIER SHALL HAVE THE FULL BENEFIT OF ANY APPLICABLE LAWS PROVIDING FOR LIMITATION AND/OR EXONERATION OF LIABILITY AVAILABLE UNDER ANY NATIONAL LAW, INTERNATIONAL LAW, THE LAW OF THE FORUM WHERE A CLAIM IS LITIGATED, INCLUDING BUT NOT LIMITED TO 46 U.S.C. 30501 THROUGH 46 U.S.C. 30529 AND 46 U.S.C. 30301 THROUGH 30305, OR, IF THE LAWS OF SWITZERLAND APPLY, THE ATHENS CONVENTION 1974 TO THE EXCLUSION OF THE 2002 PROTOCOL, AND NOTHING IN THIS CONTRACT IS INTENDED TO OPERATE TO LIMIT OR DEPRIVE CARRIER OF ANY SUCH STATUTORY OR OTHER LIMITATION OR EXONERATION OF LIABILITY. IN THE EVENT OF ANY CONFLICT BETWEEN THE REFERENCED PROVISIONS OF LAW, CARRIER SHALL BE ENTITLED TO INVOKE WHICHEVER PROVISIONS PROVIDE THE GREATEST LIMITATIONS AND IMMUNITIES TO CARRIER. CARRIER'S SERVANTS AND/OR AGENTS SHALL HAVE THE FULL BENEFIT OF ALL SUCH PROVISIONS RELATING TO THE LIMITATION OF LIABILITY.

NOTHING HEREIN IS INTENDED TO (NOR SHALL IT OPERATE TO) DEPRIVE CARRIER OF THE LIMITATIONS OF LIABILITY OR EXONERATION FROM LIABILITY OF ANY STATUTES OF THE UNITED STATES OF AMERICA AS SET FORTH AT TITLE 46 U.S. CODE SECTIONS 30501 THROUGH 30509 AND 30511. NOR DOES CARRIER WAIVE ANY REMEDIES AVAILABLE TO IT UNDER THE LAW.

XIII. AUSTRALIAN CONSUMER LAW

NOTWITHSTANDING SECTIONS 5(I) TO (XII), NOTHING IN THIS CONTRACT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY PROVISION OF THE AUSTRALIAN CONSUMER LAW, THE EXERCISE OF A RIGHT CONFERRED BY SUCH A PROVISION, OR ANY OF THE CARRIER'S LIABILITY FOR BREACH OF A GUARANTEE, CONDITION OR WARRANTY IMPLIED BY SUCH A PROVISION, WHERE IT IS UNLAWFUL TO DO SO. ALL EXCLUSIONS AND LIMITATIONS OF THE CARRIER'S LIABILITY UNDER THIS CONTRACT MUST BE READ SUBJECT TO THIS SECTION.

TO THIS END, IN RESPECT OF PASSENGERS THAT ARE RESIDENTS OF AUSTRALIA, THE CARRIER AGREES THAT:

- a. THE LIABILITY EXCLUSIONS IN SECTIONS 5(I), (VI) AND (VII) ARE INAPPLICABLE IN CIRCUMSTANCES OF CARRIER'S NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT.
- b. THE DISCLAIMERS IN SECTIONS 5(II) AND (III) ARE INAPPLICABLE IN CIRCUMSTANCES OF CARRIER'S NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT.
- c. THE DISCLAIMER REGARDING THE CONDITION OF THE VESSEL OR ITS MERCHANTABILITY, FITNESS, OR SEAWORTHINESS IN SECTION 5(IV) IS INAPPLICABLE.
- d. THE PASSENGER'S OBLIGATION TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY CARRIER AND CARRIER'S AFFILIATES FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR EMOTIONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, LOST PROFITS, LOST WAGES OR EARNINGS, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR OTHERWISE, THAT MAY ARISE OUT OF OR OCCUR DURING THE VOYAGE OR ANY ACTIVITIES CONDUCTED IN CONJUNCTION OR RELATION THEREWITH IN SECTION 5(VIII), IS INAPPLICABLE.
- e. THE CARRIER'S MAXIMUM LIABILITY TO PASSENGER OR ANY THIRD PARTY FOR ANY INJURY,

ILLNESS, OR DEATH OCCURRING DURING, OR IN ANY WAY RELATED TO, THE VOYAGE IN SECTION 5(X), IS UNLIMITED.

- f. SECTION 5(XII) IS INAPPLICABLE.
- g. THE INDEMNITY IN PARAGRAPH 3 OF SECTION 7 IS LIMITED TO DELIBERATE OR RECKLESS ACTS OR VIOLATIONS OF APPLICABLE LAW BY PASSENGER

XIV. UK CONSUMER LAW

NOTWITHSTANDING SECTIONS 5(I) TO (XII), NOTHING IN THIS CONTRACT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY PROVISION OF UK CONSUMER LAW (INCLUDING WITHOUT LIMITATION, THE PACKAGE TRAVEL REGULATIONS) WHICH CANNOT BE EXCLUDED BY CONTRACT. ALL EXCLUSIONS AND LIMITATIONS OF THE CARRIER'S LIABILITY UNDER THIS CONTRACT MUST BE READ SUBJECT TO THIS SECTION.

TO THIS END, IN RESPECT OF PASSENGERS WHO ARE RESIDENTS OF THE UK, THE CARRIER AGREES THAT:

- a. THE LIABILITY EXCLUSIONS IN SECTIONS 5(I), (VI) AND (VII) ARE INAPPLICABLE IN CIRCUMSTANCES OF CARRIER'S NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT OR BREACH OF THE PACKAGE TRAVEL REGULATIONS.
- b. THE DISCLAIMERS IN SECTIONS 5(II) AND (III) ARE INAPPLICABLE IN CIRCUMSTANCES OF CARRIER'S NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT OR BREACH OF THE PACKAGE TRAVEL REGULATIONS
- c. THE DISCLAIMER REGARDING THE CONDITION OF THE VESSEL OR ITS MERCHANTABILITY, FITNESS, OR SEAWORTHINESS IN SECTION 5(IV) IS INAPPLICABLE.
- d. THE PASSENGER'S OBLIGATION TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY CARRIER AND CARRIER'S AFFILIATES FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR EMOTIONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, DEATH, LOSS OF SERVICES, LOST PROFITS, LOST WAGES OR EARNINGS, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR OTHERWISE, THAT MAY ARISE OUT OF OR OCCUR DURING THE VOYAGE OR ANY ACTIVITIES CONDUCTED IN CONJUNCTION OR RELATION THEREWITH IN SECTION 5(VIII), IS INAPPLICABLE.
- e. THE CARRIER'S MAXIMUM LIABILITY TO PASSENGER FOR ANY INJURY, ILLNESS, OR DEATH OCCURRING DURING, OR IN ANY WAY RELATED TO, THE VOYAGE IN SECTION 5(X), IS UNLIMITED.
- f. SECTION 5(XII) IS INAPPLICABLE.
- g. THE INDEMNITY IN PARAGRAPH 3 OF SECTION 7 IS LIMITED TO DELIBERATE OR RECKLESS ACTS OR VIOLATIONS OF APPLICABLE LAW BY PASSENGER.

XV. SINGAPORE CONSUMER LAW

NOTWITHSTANDING SECTIONS 5(I) TO (XII), NOTHING IN THIS CONTRACT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY PROVISION OF SINGAPORE CONSUMER LAW WHICH CANNOT BE EXCLUDED BY CONTRACT. ALL EXCLUSIONS AND LIMITATIONS OF THE CARRIER'S LIABILITY UNDER THIS CONTRACT MUST BE READ SUBJECT TO THIS SECTION.

TO THIS END, IN RESPECT OF PASSENGERS WHO ARE RESIDENT IN SINGAPORE OR WHERE THE OFFER OR ACCEPTANCE RELATING TO THIS CONTRACT IS MADE IN OR SENT FROM SINGAPORE, AND TO THE EXTENT INCONSISTENT WITH APPLICABLE SINGAPORE CONSUMER LAW WHICH CANNOT BE EXCLUDED BY CONTRACT, THE CARRIER AGREES THAT:

- a. THE LIABILITY EXCLUSIONS IN SECTIONS 5(I), (VI) AND (VII) ARE INAPPLICABLE IN CIRCUMSTANCES OF CARRIER'S NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT;
- b. THE DISCLAIMERS IN SECTIONS 5(II) AND (III) ARE INAPPLICABLE IN CIRCUMSTANCES OF CARRIER'S NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT;

- c. THE DISCLAIMER REGARDING THE CONDITION OF THE VESSEL OR ITS MERCHANTABILITY, FITNESS, OR SEAWORTHINESS IN SECTION 5(IV) IS INAPPLICABLE;
- d. THE PASSENGER'S OBLIGATION TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY CARRIER AND CARRIER'S AFFILIATES FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR EMOTIONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, LOST PROFITS, LOST WAGES OR EARNINGS, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR OTHERWISE, THAT MAY ARISE OUT OF OR OCCUR DURING THE VOYAGE OR ANY ACTIVITIES CONDUCTED IN CONJUNCTION OR RELATION THEREWITH IN SECTION 5(VIII), IS INAPPLICABLE;
- e. THE CARRIER'S MAXIMUM LIABILITY TO PASSENGER OR ANY THIRD PARTY FOR ANY INJURY, ILLNESS, OR DEATH OCCURRING DURING, OR IN ANY WAY RELATED TO, THE VOYAGE IN SECTION 5(X), IS UNLIMITED;
- f. SECTION 5(XII) IS INAPPLICABLE; AND
- g. THE INDEMNITY IN PARAGRAPH 3 OF SECTION 7 IS LIMITED TO DELIBERATE OR RECKLESS ACTS OR VIOLATIONS OF APPLICABLE LAW BY PASSENGER.

6. ITINERARY/RIGHT TO CHANGE/DETENTION

Carrier will make every reasonable effort to undertake the advertised and any other agreed and offered Cruise, but no Cruise is guaranteed and Cruises may be altered, delayed, amended, or cancelled at the sole discretion of the Carrier (acting reasonably).

If the ability or performance of the proposed Cruise is hindered or prevented (or in the opinion of Carrier is likely to be hindered or prevented) by a Force Majeure Event, or if Carrier considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the Vessel to risk of loss or damage or delay, the Cruise may be altered, delayed, amended, or cancelled at the sole discretion of the Carrier (acting reasonably). Notwithstanding the above, if Passenger and his or her property have landed at the place of disembarkation or at any place which Carrier or the Captain of the Vessel in his or her discretion may reasonably decide upon, the responsibility of Carrier shall cease and this Contract shall be deemed to have been fully performed. If Passenger has not embarked as a result of the Cruise being altered, delayed, amended, or cancelled under this section, Carrier must refund Passenger money or fares paid in advance.

Carrier reserves the right at its sole option and discretion which is exercised reasonably, without any liability for damages or refund of any kind, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance, or lengthen any Cruise, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to the Carrier or not, and to cause Passenger to disembark from the Vessel temporarily or permanently.

To the extent permitted by applicable law, Carrier may for any reason whatsoever cancel any Cruise or terminate the Contract at any time before departure of the Vessel, and in such event, Carrier must refund to Passenger the amount that Carrier has received for the Cruise.

For the purposes of assisting other Vessels or protecting life or property, the Captain of the Vessel has the right, at his or her sole discretion (acting reasonably), to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance, lengthen or cancel any Cruise, to omit or change any ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to the Carrier or not, to tow or to be towed, to transfer Passenger and Passenger's baggage to any other vessel and/or other means of transportation whether belonging to Carrier or not, cause Passenger to disembark the Vessel temporarily or permanently, and Passenger shall have no claims against Carrier in such circumstances.

The Carrier will inform the Passenger of any cancellation or delay in departure as soon as possible and in no case later than 30 minutes after the scheduled time of departure, and of the estimated time of departure and estimated time of arrival as soon as that information is available to the Carrier. Where the Carrier reasonably expects the departure of the Cruise to be cancelled or delayed by more than 90 minutes and such cancellation, delay, or rescheduling is not due to weather conditions or a Force Majeure Event, the Passenger will be entitled

to snacks, meals, or refreshments free of charge and in reasonable relation to the waiting time. Furthermore, in such circumstances, where such cancellation or delay in departure entails the stay of one or more nights, where and when physically possible, the Carrier will offer the Passenger adequate accommodation onboard or ashore, and transport to and from the port terminal and place of accommodation in addition to snacks, meals, or refreshments free of charge. The total cost of accommodation ashore shall be limited to U.S. \$80 per night for a maximum of 3 nights.

7. HEALTH AND SECURITY/INDEMNIFICATION BY PASSENGER

Passenger represents and warrants that Passenger is physically and otherwise fit to travel; that she/he will at all times comply with Vessel's rules and regulations and orders and directions of the Vessel's officers and staff; that his/her conduct will not impair the safety of the Vessel or inconvenience other passengers. Subject to applicable law, Carrier and the Captain of the Vessel may at any time (acting reasonably), refuse to transport or may land any Passenger at any port or place, or transfer Passenger to other means of transportation because of a health or physical condition, mental disorder, failure to abide by Vessel regulations, failure to possess necessary passports, visas and health or vaccination certificates, or other causes rendering Passenger unfit to travel on the Vessel, without liability.

If Passenger is refused passage prior to the end of the Cruise for any of the reasons described in this section, Carrier will not be required to refund any portion of the Contract price, or be responsible for any of Passenger's cost or the costs and expenses of any other person travelling with Passenger. Equally, Carrier will not be required to refund any portion of the Contract price, or be responsible for any of Passenger's cost or the costs and expenses of any other person travelling with Passenger, if Passenger voluntarily leaves the Vessel prior to the end of the Cruise for any reason, including but not limited to personal, medical or business reasons.

Passenger hereby consents to a reasonable search being made of Passenger's person, baggage or other property, such search to be carried out in the presence of the Passenger and if that is not possible in the presence of two persons not employed or otherwise contracted by Carrier in the performance of its duties and to the removal and confiscation or destruction of any object which may, in the reasonable opinion of Carrier, impair the safety of the Vessel or inconvenience other Passengers. Passenger shall indemnify Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon Carrier or the Vessel by virtue of any act or violation of applicable law by Passenger.

8. PASSENGER RESTRICTIONS

Carrier does not discriminate against persons on the basis of disability. Carrier is unable to accommodate women past their sixth month of pregnancy and children less than six months of age for safety reasons. Carrier may limit the number of Passengers less than three years of age aboard the Vessel. Any child under the age of eighteen must be accompanied by an adult over the age of twenty-one. If the accompanying adult is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian of the child and received by Carrier prior to embarkation. Passenger is required to advise Carrier in writing, at or prior to the time a Cruise is booked, of any physical, emotional or mental condition which may require professional attention during the Cruise. The Vessel can accommodate collapsible wheelchairs on board, to be stored in the guest cabin, however a wheel chair will not have full access to all Vessel facilities and locations, and embarkation & disembarkation may not be possible in a wheelchair. Passengers with mobility impairments must be accompanied by someone who is able to assist Passenger, on shore and on board the Vessel, and is responsible for providing Passenger with all necessary aid and facilities. If any physical, emotional or mental condition arises after the Cruise is booked, Passenger is required to promptly notify Carrier in writing. Carrier and all personnel aboard the Vessel shall have no liability to Passenger relating to any physical, emotional or mental condition or its treatment.

Carrier shall provide Passengers with disability or reduced mobility with the assistance required as specified in the Passenger Rights Regulation in ports, including embarkation and disembarkation, and on board the Vessel. For the Carrier to be able to provide such assistance, the Passenger shall notify the Carrier at the time the Cruise is booked of the special needs with regard to any services required and/or the need to bring any medical equipment or a recognized assistance dog on board the Vessel. Furthermore, the Passenger shall:

- I. notify the Carrier by phone or by email at the contact details indicated below of the needs for such assistance at least forty-eight (48) hours before such assistance is needed, and

	Phone	Email
Asia & Pacific	Scenic: +61 2 49259104 Emerald: +61 2 49259104	info@scenic.com.sg info@emeraldcruiess.com.sg

Australia	Scenic: 1300 170 588 Emerald: 1300 286 110	info@scenic.com.au info@emeraldcruises.com.au
Canada	Scenic: 1-866-689-8611 Emerald: 1-855-444-0161	info@scenic.ca hello@emeraldcruises.ca
Europe (EMEA Region)	Scenic/Emerald: 0800 554 1415	info@scenic.eu
New Zealand	Scenic: 0800 441 661 Emerald: 0800 004 494	info@scenicnz.com hello@emeraldcruises.co.nz
United Kingdom	Scenic: 0161 516 2839 Emerald: 0161 516 5301	UKOffice@scenic.co.uk hello@emeraldcruises.co.uk
United States of America	Scenic/Emerald: 1 844 277 9029	info@scenicusa.com

II. present oneself at the port or a designated point at least one (1) hour before embarkation or departure time, whichever is the earliest.

Carrier may refuse to accept a Cruise booking in the following instances:

- I. to meet applicable safety requirements established by national, European Union, and international law, or in order to meet safety requirements established by competent authorities, or
- II. where the design of the Vessel or the port's infrastructure and equipment, including port terminals, make it impossible to carry out the embarkation, disembarkation, or the carriage of such persons in a safe or operationally feasible manner.

Where a Cruise booking is refused, the Carrier shall make all reasonable efforts to propose an acceptable alternative transport on another cruise.

Where strictly necessary, Carrier may require that a disabled Passenger or a Passenger with reduced mobility be accompanied by another person who is capable of providing assistance required.

9. INDEPENDENT CONTRACTOR/SHORE TOURS/LIMIT OF LIABILITY

Carrier makes no representations concerning and has no responsibility for tours, including, without limitation, shore excursions, hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by Carrier. Carrier shall have no obligation or liability of any kind to Passenger for acts or omissions in connection with or arising out of arrangements between Passengers and independent contractors. Arrangements with independent contractors include, but are not limited to the following: (1) airline and surface transportation; (2) certain services or products available for Passenger's convenience aboard the Vessel; (3) services, products or transportation provided other than on board the Vessel furnished by others, including without limitation, sight-seeing tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service, whether arranged or organized by tour operators, travel agents, booking agents or otherwise. Except for the Booking, Passenger's agreements with independent contractors are not covered by this Contract and shall be subject to the terms and conditions of Passenger's agreements with such carriers and independent contractors, whether or not any products sold, services tendered or transportation provided to Passenger is arranged directly or through Carrier or its booking agents. Passenger agrees that all rights, exemptions from liability, defences and immunities of whatsoever nature referred to in the Contract applicable to Carrier or the Vessel, shall in all respects inure also for the benefit of any servant agent or independent contractor of Carrier acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to any such Passenger different from that of Carrier.

10. NO LIABILITY FOR MEDICAL TREATMENT

No staff doctors or nurses are employed by Carrier on the Vessel. Any medical services available on board of the Vessels Scenic Eclipse, Scenic Eclipse II and Scenic Ikon only, are provided by independent third-party medical providers, and the Carrier shall have no responsibility or liability for such services. If Passenger requires medical attention during the Cruise, medical services will be provided at local facilities or at medical centers, if available onboard a Vessel. Passengers shall be responsible for all costs and expenses of medical services, treatment and medications, including those provided onboard a Vessel. Carrier shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger receives. Passenger agrees to receive treatment by medical professionals designated by Carrier, if Passenger is unable

to request or authorize medical treatment and, in the opinion of the Vessel's officer, medical attention is necessary, solely at the expense of Passenger and without liability to Carrier.

11. PAYMENT BY PASSENGER AND EXTRA EXPENSES

Any and all payments by Passenger to Carrier shall be made in United States Dollars currency or such other currency acceptable to Carrier as outlined in the Booking Confirmation issued to the Passenger. All charges for services and products provided on board the Vessel must be paid by credit card acceptable to the Carrier before the Passenger's final disembarkation from the Vessel. Any other expenses incurred by Passenger or by Carrier on behalf of and instructed by Passenger shall be payable by Passenger on demand.

For VAT invoicing purposes, the Carrier and Passenger agree on periodic settlement for on board revenue. The Carrier will issue its invoice on the last day of the Cruise to the Passenger, where the invoicing period covers the duration of the trip and the invoice includes all on-board sales consumed during the Cruise. The Passenger is liable to settle the consideration upon receiving the invoice.

12. FORCE MAJEURE

Passenger acknowledge and agrees that Passenger assumes all the risks of travel, and Carrier shall not be liable to Passenger or any third party for any delay or failure by Carrier or any service provider to perform contractual obligations as a result or consequence of a Force Majeure Event, or for any loss, damage cost, expense or injury resulting from or as a consequence of a Force Majeure Event.

"Force Majeure Event" refers to any event or circumstance beyond Carrier and/or Vessel's reasonable control that prevents, delays, impairs, or hinders the performance of its obligations or the obligations of any contractor, supplier, service provider, or any other third party upon which Carrier and/or Vessel relies. These acts and circumstance include, but are not limited to, the following, whether foreseeable, unforeseeable, avoidable, or unavoidable: natural events such as floods, fires, earthquakes, storms, and any other acts of God; war, invasion, revolution, insurrection, hostilities (declared or undeclared), riots, civil unrest, terrorist acts and threats, and any other national emergencies; epidemics, pandemics, and any other outbreaks of communicable disease posing an actual or probable threat to human health, as determined by any governmental, supranational, or public health authority (including the U.S. federal government, the World Health Organization (WHO), and the U.S. Centers for Disease Control and Prevention (CDC)); governmental advisories, warnings, quarantines, restrictions, travel bans, shutdowns, and any other similar actions; mechanical failures and any other technical malfunction of any vessel, aircraft, transport, and accommodation; mismanagement of any vessel and navigational faults or errors; seizure and/or unavailability of any vessel due to legal process; failure of the vessel owner or charterer to deliver any vessel to Carrier for any reason; perils of the sea, harbors, and any other navigable waters; strikes, lockouts, and any other labor disputes and industrial actions; power outages, telecommunication failures, and any other infrastructure breakdowns; cyberattacks, ransomware events, data breaches, and any other malicious digital acts; delays, unavailability, restraints, and disruptions of any services, information, or resources for any reason; the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by Carrier and/or Vessel, and any other events and circumstances of a similar nature or effect to those listed above, whether foreseeable, unforeseeable, avoidable, or unavoidable.

13. CHOICE OF LAW

The law governing all aspects of these terms and conditions is stipulated and agreed to be Maltese law.

Notwithstanding the above, for Passengers resident in Australia, this Contract is governed by the laws of the State or Territory in which you reside, and the Australian Consumer Law applies to the services provided.

14. CHOICE OF FORUM

Any dispute arising out of or in connection with the Booking, the Contract (including these terms and conditions), the ownership and/or the operation of the Vessel, whether against Carrier in person or the Vessel, shall be determined by the civil courts of Malta to the jurisdiction of which Carrier and Passenger and all persons in Passenger's party hereby submit themselves, save that where otherwise provided in the Conventions or other mandatory law, convention or regulation and to the exclusion of the jurisdiction of all other courts.

Notwithstanding the above, for Passengers resident in Australia, disputes may be brought in the courts of the State or Territory in which you reside, or in any other court of competent jurisdiction. If the Passenger qualifies as a consumer domiciled in a European Union Member State, the Passenger may be eligible to opt for one of

the out-of-court dispute settlement procedures provided for under the applicable laws currently into force, such as the platform provided by the European Commission, available on the website <http://ec.europa.eu/odr>.

15. COMPLAINTS

The Passenger has the right to raise any queries or concerns about the service offered by the Carrier and should do so by immediately contacting any member of the Carrier's staff. In the event that such queries and/or concerns are not resolved, the Passenger may file a complaint within two months from the date on which the service was performed or should have been performed.

Any queries or complaints should be forwarded to the Carrier via email at:

Asia & Pacific	info@scenic.com.sg info@emeraldcruises.com.sg
Australia	info@scenic.com.au info@emeraldcruises.com.au
Canada	info@scenic.ca hello@emeraldcruises.ca
Europe (EMEA Region)	info@scenic.eu
New Zealand	info@scenicnz.com hello@emeraldcruises.co.nz
United Kingdom	UKOffice@scenic.co.uk hello@emeraldcruises.co.uk
United States of America	info@scenicusa.com

Should the Passenger remain unsatisfied with the manner in which the complaint or query was handled, the Passenger may submit a complaint form with the Malta Competition and Consumer Affairs Authority. For Passengers resident in Australia, complaints may be submitted to the Australian Competition and Consumer Commission.

With the exception of Australian Passengers, if any action is initiated in any court other than the courts of Malta, Carrier and Passenger and all in Passenger's party agree to the immediate transfer of said action to the courts of Malta, any attorney's fees and/or costs incurred in successfully transferring an action brought in any venue other than the courts of Malta, shall be awarded to the party procuring the transfer and shall become due and payable at the time of the transfer.

16. SEVERABILITY

Should any provisions of the Contract be contrary to or invalid by virtue of the laws of Malta (or for Passengers resident in Australia, contrary or invalid by virtue of the Australian Consumer Law) or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from the Contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of these Conditions are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice-versa.

17. WARRANTIES/PERIOD OF RESPONSIBILITY/CONSEQUENTIAL DAMAGES EXCLUDED

To the extent permissible by applicable law, all warranties including warranties of fitness for use and merchantability are expressly excluded from the Contract. To avoid doubt, the consumer guarantees set out in the Australian Consumer Law cannot be excluded from the Contract. These include guarantees that services will be provided with due care and skill and will be fit for any disclosed purpose. Carrier and Vessel shall under no circumstances be liable for delay or for any indirect, special or consequential damages, including lost profits, wage or earnings. The liability of Carrier and Vessel is limited to the time that Passenger or Baggage is actually on board the Vessel. Carrier therefore does not accept any liability when Passenger or Baggage is not on board the Vessel.

18. WRITTEN NOTICES

Except as otherwise expressly provided in the Contract, all written notices required by this Contract must be mailed, postage prepaid to:

PEC Operations Ltd
Victoria Mansions Block 3
Pjazza Toni Bajada,
Naxxar, NXR 2605
Malta

19. INCORPORATION OF TERMS AND PRECEDENCE

All of the terms and conditions of the Booking Confirmation are expressly incorporated in these Conditions as if fully set out herein. To the extent of any inconsistency between the Booking Confirmation and these Conditions the terms of these Conditions shall prevail.

20. ENTIRE AGREEMENT

The Booking Confirmation together with these Conditions represent the entire agreement and a binding contract between Passenger and Carrier. Passenger's acceptance of the Booking Confirmation constitutes Passenger's consent to the provisions of the Contract (including these Conditions), all of which have been provided to Passenger at the time of booking. These Conditions supersede any oral or written representations.

21. DATA PROTECTION

The Carrier ensures that any personal data that is processed by the Carrier is done in accordance with the Data Protection Act (Chapter 586 of the laws of Malta), any subsidiary legislation that may be issued thereunder and as may be amended from time to time, and any other relevant legislation which is applicable, including Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation or GDPR).

The Passenger making the booking acknowledges that the Passenger is solely responsible for making sure that the provision of personal data to the Carrier, whether his/her own or that of another individual, is correct and fully complies with applicable Data Protection laws (including, without limitation, the Regulation) and that the relevant person with respect to whom the personal data relates has been provided with the necessary information at law regarding the processing of his personal data by the Carrier. The Passenger further agrees that any information notices, consents or other applicable requirements that may be required for the provision of third-party data to the Carrier shall be fulfilled solely by the Passenger. In this respect, and to the extent permitted by applicable law, the Passenger hereby fully indemnifies the Carrier and shall render Carrier completely harmless against all costs, damages or liability of whatsoever nature resulting from any claims or litigation (instituted or threatened) by any third party against Carrier as a result of the provision of any third-party personal data to Carrier by the Passenger.
