

## ROCK LEGENDS CRUISE XI 2024 TERMS AND CONDITIONS

**These Terms and Conditions are subject to change at any time.**

Please read the following Terms and Conditions BEFORE you book your cabin for Rock Legends Cruise XI 2024, as they are not all included on Royal Caribbean International's (RCI) Passenger Contract. All terms shall be considered gender neutral, and pronouns shall refer to the masculine and feminine, as context requires.

### TICKET CONTRACT

By making this reservation, or by acceptance and/or use of the RCI Passenger Contract, the person named thereon as Guests, each passenger and guest on the same reservation, acknowledges he or she has read, and understands each and every term, condition, and provision of the RCI Passenger Contract and agrees to be bound thereby. In addition, by making this reservation or by the acceptance and/or use of the RCI Passenger Contract by the persons named as Guests, it shall be deemed to bear acceptance and agreement by every person to all the additional Terms and Conditions set forth herein.

### CRUISE FARE

Includes all NAHA talent/entertainment related fees, your accommodations onboard the ship, all meals in the main dining room(s) and cafeteria, other casual dining throughout the day, some beverages (coffee, tea, juices, etc.), use of the ship's whirlpools and health and fitness center.

Your cruise fare does not include fuel surcharges, transportation to/from ship, shore excursions, activities or meals ashore, meals in specialty and a la carte restaurants, laundry, wine, beer, liquors, cocktails, soda, bottled water, medical expenses, spa treatments, beauty salon, casino gaming, onboard shopping, ship-to-shore phone calls, Internet access, laundry services or any other items of a personal nature.

### PRICES AND PAYMENTS

Rates as described on the pricing page of the official Rock Legends Cruise X website are per person. **All new cruise reservations require a minimum deposit of \$249 per cabin**, regardless of the cabin type or occupancy booked.

However, there are three exceptions:

- Cabins booked during the two-day presale require a deposit of \$51 per cabin
- Cabins booked between November 1 and 30, 2023 require a deposit of 50% of the total cabin cost
- Cabins booked on December 1, 2023 or after, must be paid in full at time of booking

If you choose to use our monthly payment plan option, the date you make your reservation will determine the number of months in your payment plan. Each payment is an equal amount determined by your total cabin cost (including port fees, taxes, and daily onboard gratuities), minus your deposit, divided by the number of monthly payments. Payments must be made based on the following schedule:

**MONTHLY PAYMENT SCHEDULE OPTION**

Deposit Date	Deposit / Payment #1*	# of Monthly Payments**	Monthly Payments Begin	Monthly Payments End
Nov 2022	\$249	11	Dec 1, 2022	Oct 1, 2023
Dec 2022	\$249	10	Jan 1, 2023	Oct 1, 2023
Jan 2023	\$249	9	Feb 1, 2023	Oct 1, 2023
Feb 2023	\$249	8	Mar 1, 2023	Oct 1, 2023
Mar 2023	\$249	7	Apr 1, 2023	Oct 1, 2023
Apr 2023	\$249	6	May 1, 2023	Oct 1, 2023
May 2023	\$249	5	Jun 1, 2023	Oct 1, 2023
Jun 2023	\$249	4	Jul 1, 2023	Oct 1, 2023
Jul 2023	\$249	3	Aug 1, 2023	Oct 1, 2023
Aug 2023	\$249	2	Sep 1, 2023	Oct 1, 2023
Sep 2023	\$249	2	Oct 1, 2023	Nov 1, 2023
Oct 2023	\$249	2	Nov 1, 2023	Dec 1, 2023
Nov 2023	50%	1	Dec 1, 2023	Dec 1, 2023
<b>All cabins booked on or after December 1, 2023 must be PAID IN FULL AT TIME OF BOOKING</b>				
* Deposit amounts are per cabin, regardless of type or occupancy booked. ** Each payment is an equal amount determined by your total cabin cost (including port fees, taxes, and daily onboard gratuities), minus your deposit, divided by the number of monthly payments.				

**THE FINE PRINT ABOUT YOUR PAYMENT CONTRACT**

The payment plan is a contract between you and Native American Heritage Association / RLC. Payments are due the 1<sup>st</sup> day of each month. Be aware that if you book and pay your deposit towards the end of the month, your first payment will still be due on the first of the next month, which may only be a few days (or even one day) away. All payments must be processed by credit or debit card (VISA, MasterCard, Discover or American Express) or by bank account transfer. Personal checks are not accepted.

If you select the autopay plan, payments will be processed using the credit (or debit) card provided when you reserved your cabin. Payments are processed on the first business day of each month.

You may change your autopay option or the credit card being used by contacting NAHA at 1-888-666-1499 during regular business hours (Tuesday – Friday, 8:30 am to 5:30 pm, Eastern Time/ET).

**PENALTIES FOR LATE AND/OR NONPAYMENT**

Payments not made within 30 days of the due date will incur a \$50 late fee. Late fees must be paid along with the month for which they were assessed.

Accounts that become 90 days past due will be cancelled with no refund of any amount at any time.

Payment Terms supersede those made by the RCI Passenger Contract. Please note the payment provisions of these Terms and Conditions apply to the Cruise, regardless of any representations made by RCI or its affiliated entities, whether in the RCI Passenger Contract terms or elsewhere. All rights granted to passengers in the RCI Passenger Contract, relating to the payment or refund of cruise fare and to cancellations by passengers are not operative.

### **CABIN DOWNGRADES**

Downgrading of cabins will be allowed if there are any lesser cabins available, however if the total price of the downgraded cabin is less than the amount already paid, no refund will be given.

### **GOVERNMENT TAXES, PORT FEES AND DAILY GRATUITIES**

For Standard Cabins (Junior Suites and below) an additional \$300 per person will be added to your cruise fare at the time of booking to cover taxes, port fees (\$242) and your daily onboard gratuities (\$14.50 per person, per day/\$58 total for cruise).

For Suites (Grand Suites and above) an additional \$312 per person will be added to your cruise fare at the time of booking to cover taxes, port fees (\$242) AND your daily onboard gratuities (\$17.50 per person per day/\$70 total for cruise).

Daily onboard gratuities apply to guests of all ages and stateroom categories. They are shared between your onboard service team which includes dining services, your stateroom attendant and other hotel services. If a crew member provides exceptional services, please feel free to reward them with an additional gratuity/tip.

Gratuities and tips for casino dealers, bartenders and spa personnel are not included in the daily gratuities since all guests will not use their services. An 18% gratuity is automatically added to beverage purchases, minibar items, and spa and salon services. These gratuities will be noted on your receipt.

### **STATEROOM NUMBER ASSIGNMENTS**

Passengers will have the opportunity to choose their cabin, based on availability, at the time of booking.

### **ONLINE REGISTRATION WITH ROYAL CARIBBEAN**

After we submit the passenger manifest to Royal Caribbean (~ 4 to 6 weeks prior to sailing), they will assign each passenger a reservation number. Once Rock Legends Cruise receives the reservation numbers, we will distribute them to passengers via email. All passengers in a cabin will be attached to the same reservation number (with the exception of cabins with five or more people, which will be assigned two reservation numbers). Each passenger will need to go to [Royal Caribbean's website](#) and complete their Online Check-in process. After completing this process, passengers can book shore excursions, schedule spa appointments, purchase specialty dining, order water and soda packages, make specialty dining reservations, etc. Each passenger must be registered online with Royal Caribbean at least 3 days prior to the sail date.

### **CANCELLATION**

Due to the unique nature of our event, we have a very strict cancellation policy. We HIGHLY recommend that all passengers consider [purchasing travel insurance](#). The following conditions apply for cancellations.

**Prior to ~~March 1, 2023~~ April 15, 2023 (date extended):** Passengers will be refunded all monies paid, minus a \$51 per cabin processing fee.

~~March 1, 2023~~ **April 15, 2023 (date extended) – August 1, 2023:** Passengers will be refunded 50% of all monies paid up to the date of their cancellation.

**August 2, 2023 and thereafter:** All monies paid are nonrefundable. REFUNDS WILL NOT BE GIVEN FOR ANY REASON.

Any reservation cancelled for 90+ days of nonpayment will NOT receive a refund. There also will be no refunds given after the Cruise has occurred, including to those who do not show up on time or have unused tickets.

**Again, we highly recommend that passengers consider purchasing travel insurance.** You may use any insurance provider you like, or to compare hundreds of plans from top providers visit the [Squaremouth website](#). If you purchase your travel insurance [using this link](#), NAHA will receive a small commission.

Please note the cancellation provision of these Terms and Conditions applies to the Cruise, regardless of any representations made by RCI, whether in its passenger contract terms or elsewhere. All rights granted to passengers in the RCI passenger contract relating to the payment or refund of cruise fare and to cancellations by passengers shall not be operative.

### **RESERVATION CHANGES**

The passenger who places a reservation for a cabin is considered the cabin's "Primary" passenger and is SOLELY RESPONSIBLE for making changes to the reservation. Reservation changes can only be processed by NAHA staff. The Primary passenger must call NAHA at 1-888-666-1499 to request any changes.

All passenger changes must be requested by December 15, 2023.

### **RESERVATION TRANSFERS**

If a cabin reservation is transferred to a new party, the new party must pay all money due on the account up to the time it is transferred and will be held to the same payment schedule as the party releasing the cabin was originally bound. Once the new party has assumed financial responsibility for the cabin, a refund for the relinquishing party will be processed.

Once the cruise is sold out there will be a \$300 transfer fee that must be paid by the relinquishing party. Up until the time the cruise is sold out, cabin transfers will be done at no charge.

### **ROOMMATES**

Your decision to accept a roommate for the Cruise is at your own risk. NAHA and its Released Parties are not responsible nor liable for any claims or cause of action arising out of or in connection with your selection of a roommate for the Cruise, including, without limitation, any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from such request or selection.

It remains the Primary passenger's responsibility to ensure that the total cruise cost is paid in full by all parties/roommates. In the case that a roommate defaults on payment, cancels their reservation or there is a dispute resulting in the desire to no longer room together, the Primary passenger is responsible for the full cabin cost and/or for finding a new roommate.

### **RIGHT TO CHANGE CRUISE ITINERARY**

NAHA and/or RCI reserve the right, at any time, to change the cruise itinerary whenever advisable or necessary. In this case, NAHA and/or RCI will NOT be responsible for any loss or expenses caused by reason of such changes or

abandonment. Refunds will NOT be made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

### **PORTS OF CALL**

You assume sole responsibility for your own safety in any port of call. NAHA and the other Released Parties do not guarantee your safety at any time. You may find information about the scheduled ports of call through the U.S. Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations. NAHA and the other Released Parties assume no responsibility for gathering and/or disseminating any such information.

### **SHORE EXCURSIONS, TRANSPORTATION, ONBOARD SERVICES AND ACTIVITIES**

You acknowledge that shore excursions, tours, airline flights, ground transportation, medical services and other services and activities provided onboard (including, without limitation, shopping, spa and beauty salon services, fitness center, fitness classes, PADI courses, FlowRider, etc.) are operated by independent contractors. NAHA neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that each of the Released Parties assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.

### **REQUIREMENTS TO BOARD/SAIL**

Please make sure that everyone in your stateroom meets the following parameters and is eligible to sail.

- Minors. Any passenger under the age of 18 is considered a minor and must travel with a parent or legal guardian
- Minimum Age. No passenger under the age of 21 will be allowed onboard unless:
  - sharing a stateroom with another passenger that is 21 years of age or older
  - a minor sailing with their parent or legal guardian in an adjacent stateroom
  - an under-aged married couple (proof of marriage is required)
- Infants who are at least 6 months old on the day of departure will be eligible to sail
- Pregnant women who will enter the 24<sup>th</sup> week or more of estimated fetal gestational age at any time during the cruise will be ineligible to sail

Guests not conforming to these policies will be denied boarding and no refund of the cruise fare will be issued. Sorry, there are NO EXCEPTIONS to these policies.

### **PASSPORT AND LEGAL DOCUMENT REQUIREMENTS**

The Western Hemisphere Travel Initiative (WHTI) Passport Requirements became effective June 1, 2010, for land and sea borders. While the WHTI requires a valid passport for land and sea travel, a final ruling was issued allowing leniency for “closed-loop” cruises, i.e., sailings that both originate and terminate in the same U.S. port.

U.S. citizens taking “closed-loop” cruises are not required to have a passport, but will need proof of citizenship such as an original or certified copy of a birth certificate, a certificate of naturalization, a passport card, an enhanced driver’s license (EDL) as well as a government-issued photo ID. Children (18 and younger) also are required to bring proof of citizenship, and if 19 and older, a photo ID also is required. Canadian and Bermudian citizens are required to have a passport for air, land and sea travel, including all Royal Caribbean cruises.

Although a passport is not required for U.S. citizens taking “closed loop” cruises, we strongly recommend all guests travel with a passport, valid for at least six months beyond completion of the cruise. Having a passport will enable guests to fly from the U.S. to a foreign port in the event they miss their scheduled embarkation or to fly back to the U.S. if they need to disembark the ship mid-cruise due to an emergency.

U.S. Alien Residents need a valid Alien Resident Card. Non-U.S. citizens need a valid passport and a valid, unexpired U.S. Multiple Re-entry Visa, if applicable.

For more information or to obtain a passport application, visit the [U.S. Department of State website](#).

All guests must present the required documentation at embarkation. Guests without the required documentation will be denied boarding and no refund will be issued. Please understand that RCI will strictly enforce this requirement to be compliant with this important U.S. Government mandate.

Family Legal Documents: Adults who are not the parent or Legal Guardian of any minor child traveling with them are required to present the child’s valid passport and visa (if required) or the child’s birth certificate (original or certified copy) and an original notarized letter signed by at least one of the child’s parents. The notarized letter from the child’s parent must authorize the traveling adult to take the child on the specific cruise and must authorize the traveling adult to supervise the child and permit any medical treatment that may need to be administered to the child. If a non-parent adult is a Legal Guardian, the adult must present a notarized certificate of Guardianship with respect to the child.

#### **NON-U.S. CITIZENS**

Non-U.S. Citizens will need a valid passport and, in some cases, a visa. If you live in the U.S., you will also need the original copy of your Alien Registration Card (ARC or “Green Card”) and any other documentation the countries on your itinerary require due to your alien status.

Citizens from the Visa Waiver Program countries will require a machine-readable passport valid for the duration of their voyage. A machine-readable passport has a code like this on the bottom of the picture page:

P<<<<<<<<1234567890M1234567890M1234567890<1234567890

NAHA and the other Released Parties (as herein defined) assume no responsibility for advising you of immigration requirements. Non-U.S. citizens, including resident aliens, must contact the appropriate consulates, embassies and/or immigration office(s) to inquire about necessary documentation for the Cruise’s ports of call.

Your name, as listed on your travel documents, must exactly match your name as listed on your Cruise documents.

#### **VACCINATION AND HEALTH**

Royal Caribbean’s COVID-19 policies and procedures are subject to guidance and directives of established health authorities in the U.S. and other destinations where the ship visits, including the CDC and other international, national and local health agencies when the ship is within those agencies’ jurisdiction. Passenger acknowledges that these directives may change from time to time and that their COVID-19 policies and procedures may therefore change. Passenger expressly agrees to comply with the COVID-19 policies and procedures as they are set forth on [Royal Caribbean’s website](#) (royalcaribbean.com) at all times, including pre-embarkation, while onboard, during port calls and shore excursions and/or final disembarkation.

All guests must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases inoculations are recommended, but in some circumstances, they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the [Centers for Disease Control and Prevention Travelers' Health](#) website or toll free at 1-800-CDC-INFO, and the [World Health Organization](#) website.

By booking the Cruise, you warrant that you, and those traveling with you, are physically fit to travel at the time of embarkation. You must notify NAHA at the time of booking of any disability or other medical or physical condition that may require special assistance during the Cruise. Your failure to do so will release the Released Parties from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. NAHA and RCI reserve the right to require that any passenger who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the Cruise and in case of emergency.

### **PASSENGERS WITH SPECIAL NEEDS**

If you have a special need, please let NAHA know during the booking process. If something happens after you book call NAHA at 1-888-666-1499 as soon as possible. Royal Caribbean can accommodate an array of needs if notified in advance. Some services may require your request to be made 60 days prior to sailing (ex. sod for a service dog or a request for an interpreter), so let us know as soon as possible, exactly what you need.

Below is a list of common and not so common requests that can be accommodated, if known in advance: \*

- Sharp's container for syringe disposal
- Distilled water and extension cord for CPAP and BIPAP machines
- Accessible stateroom with roll-in shower
- Raised toilet seat or commode chair
- Shower stool
- Oxygen supply delivery
- Dialysis supply delivery
- Large print materials
- For information regarding wheelchairs or scooters onboard (rentals or bringing your own), see *Wheelchairs section below*

\* Royal Caribbean is unable to guarantee an allergy-free environment; however, they can make reasonable accommodation(s) for your allergies. Not all disability and dietary requests may be able to be accommodated.

### **WHEELCHAIRS**

If a guest requires a wheelchair, powered wheelchair or scooter to use at any time during the course of their cruise they can bring their own or rent one from an outside vendor who will deliver it to the ship. Royal Caribbean does NOT offer these items for onboard use.

If you require the use of a wheelchair or scooter on board, please note that such items DO NOT FIT into a standard cabin – only the Handicap Accessible cabins are able to accommodate these items. You MAY NOT leave your wheelchair or scooter out in the hallway – this is considered a safety issue on board and the item will be removed by ship staff. If you need a wheelchair on board and are in a standard cabin, make sure the wheelchair folds.

The following vendors rent wheelchairs, powered wheelchairs and scooters to guests with disabilities and have security clearance to get on and off of Royal Caribbean ships:



**Scootaround:** 1-888-441-7575 or visit their website at <https://scootaround.com/en/cruise-rental-equipment>  
**Special Needs at Sea:** 1-800-513-4515 or visit their website at <https://www.specialneedsatsea.com/>

## **MEDICAL CARE**

You assume all risks associated with travel and transportation on the Cruise. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available. You agree to indemnify and reimburse NAHA and/or RCI in the event that either party, in its sole discretion, chooses to advance to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. NAHA has no responsibility to advance any such costs.

## **LUGGAGE**

RCI and NAHA assume no responsibility for carry-on luggage. Any luggage left at the pier will be forwarded at the guest's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area. All luggage must be stored in the passenger's cabin. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought onboard the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of RCI Cruise Lines. All luggage hand-carried or checked is subject to search.

## **VENDING**

You may not sell, promote, distribute or offer for sale any merchandise, goods, souvenirs or other products on the Cruise without first obtaining NAHA's written approval.

## **PHOTOGRAPHY AND VIDEO RELEASE**

NAHA and/or its promotional partners have the exclusive right to include photographic, video and other visual portrayals of passengers in any medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to passengers, and all rights, title and interest therein (including all worldwide copyrights therein) shall be NAHA's sole property, free from any claims by passengers or any person deriving any rights or interest from passenger. A video crew may be shooting footage to be used for the promotion of future NAHA events. When the video team is shooting any particular location/venue on the ship, your presence in said location/venue acknowledges your permission for your likeness to be used in future, non-broadcast promotional videos or still pictures. If you do not wish to be filmed, please notify the video crew and be prepared for them to ask you to exit the location/venue for a short time until taping is complete.

## **PHOTO TAKING POLICY FOR PASSENGERS**

Guests will be permitted to take photos and videos onboard the cruise and during performances with small, non-professional digital cameras and cell phones, at times, dependent upon the artist. Out of respect for our performers and your fellow guests, we ask that you please NOT use flash during shows. Professional quality cameras with detachable lenses and video specific cameras are strictly prohibited in performance venues. We appreciate your cooperation!

## **REFUSAL OF PASSAGE**

Transportation on the Cruise may be denied to any person who, in NAHA's or RCI's sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others; or (3) is inadmissible



under the laws of any country of debarkation. In addition, NAHA and RCI reserve the right to refuse passage, disembark or confine to a stateroom any person whose physical or mental condition or behavior they consider, in their sole discretion, to constitute a risk to the person's own well-being or that of any other person. NAHA and RCI has the right to disallow booking or boarding to any passenger that, in the opinion of NAHA and RCI, may impact the cruise, other passengers, or artists in a negative or disruptive way. NAHA and RCI shall have unilateral rights in any such decisions. The Released Parties shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from NAHA's and/or RCI's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.

### **PASSENGER DUTY**

Passenger, or if a minor, his or her parent or guardian, shall be liable to, and shall reimburse Released Parties for, any damage to the Released Parties' property, the Vessel, the Transport or any property of NAHA or RCI caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger; and Passenger, or if a minor, his or her parent or guardian, shall further indemnify the Released Parties and each and all of their agents and servants against all liability which the Released Parties may incur towards any person or company or government for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of Passenger.

### **SMOKING POLICY**

Smoking is allowed on the ship in the following areas only: \*

- Port Side of Ship in Outdoor Areas on Deck 11 (except in the Splashaway Bay kids' water park) – When facing the pool deck stage, this area is to your right
- Outdoor Areas on Deck 12 (except in the area above the Splashaway Bay kids' water park)
- Casino Royale (also has a designated non-smoking area marked with visible signs)

*\* Designated smoking areas are subject to change. To assist in locating areas where smoking is permitted, guests will find visible signage posted within all smoking areas and ashtrays are provided for use. Onboard Guests may also inquire at Guest Services for the location of designated smoking areas.*

### **Smoking Rules \*\***

- Cigarettes, cigars and pipe tobacco must be properly disposed of and never thrown overboard
- You must be at least 18 years of age to purchase, possess or use tobacco onboard
- Electronic cigarettes or e-cigarettes are *only* permitted within the designated smoking areas

Smoking is NOT allowed in the following areas:

- Inside any stateroom or on any stateroom balcony. This applies to all stateroom categories onboard. If a guest is in violation of this stateroom policy, a cleaning fee of \$250 USD will be applied to their SeaPass® account and may be subject to further action pursuant to the "Consequences Section" of the Royal Caribbean Guest Conduct Policy. \*\*
- Interior public spaces (including dining venues, theatre, hallways, elevators, jogging track, etc.)

**\*\* It is VERY IMPORTANT TO NOTE that the "Consequences Section" of the Guest Conduct Policy includes the following possible actions:**

- Removal of certain onboard privileges, which may include being detained, quarantined or confined in a stateroom or holding cell;
- Denial of boarding on the current or any future Royal Caribbean International cruise vacation;

- Removal from a ship at the next port of call. Guests removed from a Royal Caribbean International ship pursuant to this policy are responsible for their own accommodations and transportation home, at their expense. Documentation requirements for re-entry into the guest's home country are also the responsibility of the guest.

Royal Caribbean updated their smoking policy September 2013 and is enforced on all ships with cruises departing on or after January 1, 2014. Exceptions to this policy have been made for Rock Legends Cruise, allowing passengers to smoke in additional outdoor areas on Decks 11 and 12.

We have been very fortunate to establish an amazing relationship with Royal Caribbean. Please let's continue to maintain that relationship and abide by this policy change.

### **ZERO TOLERANCE DRUG POLICY**

NAHA has a zero tolerance policy regarding the use, possession, purchase or distribution of illegal controlled substances. Any violation of this policy will result in disembarkation from the vessel as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such cases, NAHA and RCI shall not be liable for any refund or other compensation or damages.

### **LIQUOR AND BEVERAGE POLICY**

**Passengers are prohibited from bringing ANY alcoholic beverages (including wine) onboard the ship.** Alcoholic beverages will not be sold or served to anyone under the age of 21. Royal Caribbean and NAHA reserve the right to refuse the sale of alcoholic beverages to anyone. Alcoholic beverages purchased in the ship's gift shops or in ports of call will be held by Royal Caribbean until the end of the cruise.

### **CROWN & ANCHOR PROGRAM**

Because we are chartering the entire ship, the Royal Caribbean Crown & Anchor program amenities offered on regular cruises are NOT available, including access to the Diamond and Concierge Clubs. However, you will earn cruise points for each night of the cruise, as with any other Royal Caribbean sailing.

### **DESIGNATED CHILDREN'S AREAS**

Due to the small number of children sailing on the Rock Legends Cruise and the need for performance spaces and secure storage areas for band gear and other special equipment, NAHA will likely close some areas designated for children on regular cruises (ex., teen lounge, ice skating rink, etc.).

### **NATURE OF THE CRUISE**

Rock Legends Cruise is an event cruise featuring multiple musicians. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular concert on any particular date to be performed by any particular artist.

NAHA and Guest agree that Guest is purchasing passage on board a specific vessel during a specific period of time during which time it is anticipated that musicians will perform multiple concerts on board the vessel during the Cruise. Included in such purchase price, but ancillary thereto, is an entertainment package pursuant to which several artists will perform at a time or times during the Cruise which times will be announced prior to sailing and/or during the Cruise. Due to the large number of artists and other activities onboard, there may be some conflicting events and performances. NAHA cannot guarantee that any Guest will be able to attend every performance aboard the Cruise. It is also anticipated individual musicians will attend publicity and promotional

events during the Cruise while on board to provide Guests an opportunity to meet the musicians in person. However, NAHA can make no guarantee that any guest will in fact be able to meet any of the musicians in person during the Cruise or related events.

All performances are festival style with general admission. NAHA will not guarantee you get to see a specific artist or meet them, but due to the multiple performances by each artist, it is our hope you will see the best shows of your life.

#### **CANCELLATION BY NAHA AND / OR RCI**

In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of NAHA or RCI, RCI in its sole discretion may cancel, advance or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither RCI nor NAHA shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution. Thereupon, NAHA shall return to you, if the Cruise is completely cancelled, your cabin fare and related taxes and fees, or, if the Cruise is partially cancelled, a proportionate part thereof. Under such circumstances, NAHA and the Released Parties shall have no further liability for damages or compensation of any kind. Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), will be determined in accordance with the applicable cancellation policies for such other products or services.

#### **CANCELLATION BY ARTISTS**

NAHA has entered into an agreement with each performing artist on the Cruise to be present on board the Cruise and perform in accordance with terms specified therein. However, neither NAHA nor RCI shall be liable or responsible for failure of any artist or musician to appear on board or to perform under its agreement. Further, neither NAHA nor RCI shall be liable or responsible for any loss, damage, cost or expense of any kind to any Passenger or any other person or entity in the event that such performance is prevented or such loss, damage, cost or expense is caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by governmental authority, illness, death of a family member or other cause or circumstance beyond NAHA's reasonable control. In the event of any failure of contracted artists to perform during the cruise, NAHA, in its sole discretion, may engage a replacement artist or artists, or may change, postpone or terminate all or any part of the Cruise or the entertainment program or change the program or itinerary. In such case, NAHA shall have no liability to any Passenger for any loss, damage, cost or expense whatsoever by reason of such change.

#### **LIMITATION OF LIABILITY**

By booking the Cruise, you (the passenger) agree to release and hold harmless the Released Parties, from and against any claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) your request for or selection of a roommate for the Cruise; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any

circumstances (except when such damages were caused by the Released Parties' negligence and resulted from the same passenger's sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by the Released Parties); (4) any change in scheduled Cruise events and/or celebrity appearances; or (5) RCI exercise of its contractual rights (see below). You further agree that the Released Parties shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by any of the Released Parties, nor for any intentional or negligent acts of any of the Released Parties' employees committed while off duty or outside the course and scope of their employment.

#### **TRAVEL AGENTS**

Effective Tuesday, October 16<sup>th</sup>, 2018, for any new reservations created on this date or thereafter, NAHA will no longer pay commissions to any travel agencies or travel agents.

#### **FORUM SELECTION**

It is agreed by and between the passenger and NAHA that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the passenger's cruise, shall be litigated, if at all, before the United States District Court in the State of Virginia, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in the State of Virginia of the United States of America, to the exclusion of the Courts of any other county, state or country.

These Terms and Conditions and the terms accepted during the cruise reservation process contain the entire agreement between NAHA and Passenger and supersedes any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision of must be made in writing and signed by an authorized representative of NAHA. If any portion of shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portion shall remain in full force and effect.

**\*\* These Terms and Conditions are subject to change at any time. \*\***