

## HOLLAND AMERICA CRUISE CONTRACT

### IMPORTANT TERMS AND CONDITIONS OF CONTRACT--READ CAREFULLY BEFORE ACCEPTING

Passenger Copy

**ISSUED SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS ON THIS PAGE AND THE FOLLOWING PAGES.  
READ TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING.**

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### IMPORTANT NOTICE TO PASSENGERS

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND US. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CONTRACT CONTAINS ALL TERMS OF OUR AGREEMENT AND SUPERSEDES ALL OTHER ORAL, IMPLIED OR WRITTEN AGREEMENTS, COMMUNICATIONS OR REPRESENTATIONS. THE WORD "YOU" REFERS TO ALL PERSONS BOOKING OR PURCHASING THE CRUISE OR LAND + SEA JOURNEYS (INCLUDING, WHERE APPLICABLE, THE LAND TRIP AND/OR AIR PACKAGE) OR TRAVELING UNDER THIS CONTRACT AND PERSONS IN THEIR CARE INCLUDING ANY MINOR, AND THEIR HEIRS, SUCCESSORS IN INTEREST AND PERSONAL REPRESENTATIVES. THE WORDS "WE" AND "US" REFER TO THE OWNER, PROVIDER AND THE OTHER HOLLAND AMERICA LINE AND SEABOURN COMPANIES, ALL OF WHICH ARE DESCRIBED IN CLAUSE A.1 BELOW. CERTAIN OTHER PERSONS AND ENTITIES, AS WELL AS THE SHIP ITSELF, ARE ALSO GRANTED RIGHTS UNDER THIS CONTRACT.

NOTICE: YOUR ATTENTION IS ESPECIALLY DIRECTED TO CLAUSES A.1, A.3, A.4, A.5, A.6, A.7, A.9 and C.4 BELOW, WHICH CONTAIN IMPORTANT LIMITATIONS ON YOUR RIGHT TO ASSERT CLAIMS AGAINST US AND CERTAIN THIRD PARTIES, INCLUDING LIMITATIONS ON THE FORUM, THE TIME FOR FILING LEGAL PROCEEDINGS, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

THIS CONTRACT ALSO INCLUDES THE CONDITIONS UNDER WHICH PROVIDER BOOKS AIR TRANSPORTATION IF YOU ARE PARTICIPATING IN PROVIDER'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 ADD-ON OR CRUISE ONLY CREDIT AMOUNT PAID TO PROVIDER WILL BE REFUNDED.

SUBJECT TO SPECIFIC EXCEPTIONS, ANY DISPUTES ARISING OUT OF OUR RELATIONSHIP WILL BE ARBITRATED BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN KING COUNTY, STATE OF WASHINGTON, U.S.A. ANY DISPUTES NOT SUBJECT TO ARBITRATION SHALL BE LITIGATED, IF AT ALL, 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 ALL OTHER COURTS.

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### IMPORTANT TERMS AND CONDITIONS OF CONTRACT--READ CAREFULLY BEFORE ACCEPTING

#### A. GENERAL PROVISIONS

**1. Important Definitions/Refunds/Third Party Beneficiaries:** (a) "Ship" refers to the ship that will provide the ocean transportation portion of the Cruise or Land + Sea Journey. "Owner" refers to the owner and, where applicable, operator of the Ship; the WESTERDAM, ZUIDERDAM, OOSTERDAM, PRINSENDAM, AMSTERDAM, ZAANDAM, EURODAM, VOLENDAM, NOORDAM and NIEUW AMSTERDAM are owned by HAL Antillen N.V., a Curacao corporation, and are operated by HAL; the STATENDAM, MAASDAM, RYNDAM, VEENDAM and ROTTERDAM are owned by HAL Nederland N.V., a Curacao corporation, and are operated by HAL; the PRIDE is owned by Windstar Pride Limited, a Bahamas company, and is operated by Seabourn; SPIRIT is owned by Star Voyager Limited, a Bahamas company, and is operated by Seabourn; LEGEND is owned by

Star Legend Limited, a Bahamas company, and is operated by Seabourn; ODYSSEY, SOJOURN and QUEST are owned and operated by Seabourn. Ship ownership and registry are subject to change. **“Cruise”** and **“Land + Sea Journey”** refer to the specific cruise or Land + Sea Journey indicated in this document (Land + Sea Journeys are only offered by HAL), as it may be modified by us under this contract, and shall include periods during which you are embarking or disembarking the Ship or are on shore while the Ship is in port. **“HAL”** refers to Holland America Line N.V., a Curacao corporation, in its capacity as general partner of Cruiseport Curacao C.V. **“Seabourn”** refers to Seabourn Cruise Line Limited, a Bermuda company. **“Provider”** refers to HAL or to Seabourn, as applicable to your Cruise. **“Companies”** refers to Owner, HAL, Seabourn, Cruiseport Curacao C.V., Windstar Pride Limited, Star Voyager Limited, Star Legend Limited, Westours Motor Coaches, LLC d/b/a Gray Line of Alaska, Royal Hyway Tours, Inc., Westmark Hotels, Inc., Westmark Hotels of Canada Ltd., HAL Properties Limited, HAL Services B.V. and any other corporate affiliate of HAL and Seabourn that provides or is expected to provide you with goods or services as part of or incident to your Cruise, Land + Sea Journey, Air Package or Land Trip. **“Initial Departure”** means the time at which you first begin transit by any means of transport booked by us (including air transportation) for the purpose of taking 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”**).

**(b) “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 us and in the country in which the fare has been paid and subject to any foreign exchange regulations in force in that country.

(c) Certain third parties derive rights and exemptions from liability as a result of this contract. Specifically, all of our rights, exemptions from liability, defenses and immunities under this contract (including, but not limited to, those arising under Clauses A.3, A.4, A.5, A.6, A.7, A.9 and C.4), the applicable law, and the limitations on the forum, the time for filing legal proceedings, and the right to participate in a class action will also inure to the benefit of our employees and agents, together with the Alaska Railroad Corporation, the Ship and the Ship's tenders, operators, managers, charterers, officers, staff, crewmembers, shipbuilders and manufacturers of all component parts and all suppliers, shore excursion or tour operators, Ship's physician, Ship's nurse, retail shop personnel, health and beauty staff, fitness staff, photographers and other concessionaires and independent contractors. These third parties will have no liability to you, either in contract or in tort, which is greater than or different from ours.

**2. Providing Cruise, Land + Sea Journey, Land Trips and Air Package:** In consideration of the receipt in full of the fare and subject to the terms and conditions of this contract (a) Provider agrees to transport you on the Ship in order to enable you to take the Ship portion of the Cruise or Land + Sea Journey; (b) as to Land + Sea Journeys, HAL agrees to provide you with the portion of the Land + Sea Journey that occurs either before your initial embarkation onto, or after your final disembarkation off of, the Ship; (c) as to Land Trips, each Company furnishing a portion of the Land Trip agrees to provide you with that portion; and (d) as to Air Packages, Provider agrees to book the air transportation required at the commencement and conclusion of your Cruise or Land + Sea Journey. This contract is valid only for the Cruise or Land + Sea Journey and for the stateroom or suite specified in this contract or assigned by us. The person accepting this contract represents that he/she is authorized by all persons on the same booking to accept and agree to be bound by the terms and conditions of this contract on their behalf. Although this contract refers to Owner, Provider and the Companies as “we” and “us,” no Owner, Provider or Company shall be liable for the acts or omissions of any other Owner, Provider or Company or with respect to the services provided or to be provided by any other Owner, Provider or Company.

**3. Time Limits for Noticing Claims, Filing and Service of Lawsuits; Forum for Legal Actions; Class Action Waiver:** All disputes and matters whatsoever arising under, in connection with or incident to this contract, the Cruise, the Land + Sea

Journey, the Land Trip or the Air Package, including without limitation claims against third parties other than Provider, are governed by the following time limits for noticing claims, and filing and service of legal proceedings (including arbitration):

(a) In any case governed by 46 United States Code Section 30508, which is a United States statute that permits any shipowner to limit the time during which a passenger may file a claim or commence suit, you may not maintain any lawsuit as described herein against us or any third party or the Ship for loss of life or personal injury, including emotional distress, unless written notice of the claim is delivered to us not later than six (6) months after the day of death or injury, any lawsuit is commenced not later than one (1) year after the day of death or injury, and valid service of the lawsuit on Provider, Owner, the Company or the Ship or any third party, as applicable, is made within thirty (30) days following the expiration of that one-year period.

(b) For all other claims, including but not limited to claims for loss or damage to baggage, breach of contract, misrepresentation, illness or death or injury not governed by 46 United States Code Section 30508, whether based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation 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 contract or your Cruise, Land + Sea Journey, Land Trip or Air Package no matter how described, pleaded or styled, you may not maintain any legal proceeding (including an arbitration) against us or the Ship or any third party, nor will we or the Ship or such third parties be liable therefor, unless we receive written notice of claim within thirty (30) days after conclusion of the Cruise or Land + Sea Journey (including, where applicable, the Land Trip and/or Air Package), the legal proceeding is commenced not later than six months after conclusion of the Cruise or Land + Sea Journey (including, where applicable, the Land Trip and/or Air Package), and the documents commencing the legal proceeding are properly served on Provider, Owner, the Ship or the Company or any third party, as applicable, within thirty (30) days following the expiration of that six-month period.

(c) In the case of a claim by or on behalf of a minor or legally incompetent person, or in the case of a wrongful death claim, the time periods described above shall begin to run on the earlier of: (a) date of appointment of a legal representative for the minor or legally incompetent person, or the estate (as the case may be); (b) the date on which the minor reaches legal age or the incompetent person is restored to competence; or (c) three (3) years after the day of death, injury or damage, as applicable.

(d) YOU AND WE AGREE TO ARBITRATE ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF THE RELATIONSHIP BETWEEN US, even if the claim arises or may arise from acts or omissions occurring before or after the Cruise, the Land + Sea Journey, the Land Trip, or the Air Package, EXCEPT that you and we agree not to arbitrate (i) claims for personal injury, illness or death of a passenger or (ii) individual claims within the jurisdiction of and brought in small claims court. This agreement to arbitrate is governed by and entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. ("FAA"), and the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 9 U.S.C. §§ 202-208 ("the Convention"), and may be enforced under either the FAA or the Convention. YOU MAY REJECT THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS IN THIS PARAGRAPH. IF YOU DO, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO REQUIRE ARBITRATION. Rejection of the arbitration provision will not affect any other aspect of this contract. To reject the arbitration provision, you must send us a notice by the earlier of (a) 30 days after you or your agent first receives this contract, whether electronically or in paper copy, or (b) the date of Initial Departure. The notice must include your name, your itinerary, and your sailing date and be mailed to Arbitration, Holland America Line/Seabourn, 300 Elliott Avenue West, Seattle, WA 98119, Attn: Legal Department. This is the only method you can use to reject the arbitration provision.

(e) Arbitration shall occur in King County, State of Washington, U.S.A., to the exclusion of any other forum. You consent to jurisdiction and waive any objections to arbitration in King County, Washington. Either you or we may start an arbitration proceeding by sending to the other, by certified mail, a letter requesting arbitration that (i) describes the nature and basis of the claim or dispute and (ii) sets forth the relief sought. If you start the arbitration, you must send that letter to us at Arbitration, Holland America Line/Seabourn, 300 Elliott Avenue West, Seattle, WA 98119, and we must receive the letter within the time specified for serving documents commencing legal proceedings. The American Arbitration Association ("AAA") will administer the arbitration under its Commercial Dispute Resolution Rules and the Supplementary Procedures for Consumer-Related Disputes (the "AAA Rules"), which are deemed to be incorporated herein by reference as modified by these terms. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. We will pay all of the AAA's filing, administration, and arbitrator fees, unless your claim exceeds \$75,000 or seeks an injunction. If you start an arbitration in which

you seek more than \$75,000 or seek an injunction, the AAA rules will govern the payment of fees. The arbitrator must be a lawyer with at least ten years of experience in maritime law, who will be selected under the AAA's rules. The arbitrator must follow this contract and can award the same damages and relief as a court, including attorneys' fees where the applicable law allows. Arbitration is more informal than a lawsuit in court. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. THE PARTIES SHALL HAVE THE RIGHT TO PRE-ARBITRATION DISCOVERY TO THE EXTENT PERMITTED BY, AND SUBJECT TO THE CONDITIONS OF, THE AAA RULES. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(f) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER. If this prohibition on class arbitrations is found to be invalid or unenforceable, the agreement to arbitrate shall not apply. The arbitrator shall have no authority to make an award to, for the benefit of, or against any person not a named party to the arbitration.

(g) ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF THE RELATIONSHIP BETWEEN US AND NOT SUBJECT TO ARBITRATION SHALL BE LITIGATED, IF AT ALL, 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 ALL OTHER COURTS.

**4. Limitation on Liability; Governing Law; Non-Provider Services:** (a) In the event you are injured, become ill, or die, or your property is lost or damaged, or you and/or your property is delayed, or you sustain any other loss or damage whatsoever, we will not be liable to you unless the occurrence was due to our negligence or willful fault. We disclaim liability to you under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to you caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Ship; (ii) the result of you having been at actual risk of physical injury caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Ship; or (iii) intentionally inflicted by a crewmember or the manager, agent, master, owner or operator of the Ship. In no event will we be liable to you for consequential, incidental, exemplary or punitive damages.

(b) This contract is issued at Seattle, Washington. On international cruises which neither embark, disembark nor call at any U.S. port and where the passenger commences the cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, we 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), our liability is limited to no more than 400,000 Special Drawing Rights ("SDR") (approximately U.S. \$608,000, 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 our fault or neglect. If the loss or damage was caused by a shipping incident, our liability is limited to no more than 250,000 SDRs (approximately U.S. \$380,000, 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 unless we prove that the shipping incident occurred without our 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, our liability for any personal injury or death (whether occurring during a shipping incident or 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 those embarking on 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/LexUriServ/LexUriServ.do?uri=OJ:L:2010:334:0001:01:EN:HTML>.

(c) In addition, and on all other Cruises and Land + Sea Journeys, all the exemptions from and limitations of liability provided in or authorized by the laws of the United States shall apply, including Title 46 of the United States Code, sections 30501 through 30509 and 30511 which are United States statutes limiting the liability of vessel owners. Except as otherwise set forth, this contract shall be governed by and construed exclusively in accordance with the general maritime law of the United States, which shall also govern any claims or disputes arising out of our relationship, without regard to choice of law rules and which replaces, supersedes and preempts any provision of law of any state or nation to the contrary; to the extent such maritime law is not applicable, the laws of the State of Washington (U.S.A.) shall govern this contract, as well as any claims or disputes arising out of our relationship.

(d) We do not undertake to supervise, nor assume any liability in respect of, the acts or omissions of the Ship's physician, Ship's nurse, retail shop personnel, health and beauty staff, photographers or any other third party providing services, all of whom are either independent contractors or are employed by independent contractors, and work directly for the passenger when performing their services. As to your Land + Sea Journey and Land Trips, certain transportation may be provided using equipment owned or operated by us. All other transportation, shore excursions, accommodations and services in the air and on shore (referred to as "Non-Provider Services") are performed by third parties who are independent contractors, and not by us. We neither supervise nor control the activities provided by Non-Provider Services and assume no liability and make no representation either express or implied as to their suitability. By way of example only, Non-Provider Services include goods and services provided by shoreside physicians, air ambulance, hotels, restaurants, airlines (including the airline(s) used in any Air Package), railroads, shore excursion and tour operators (other than us), helicopter operators, amusement park operators, dayboat operators and motorcoach operators. As a result, you are assuming the entire risk of utilizing Non-Provider Services subject only to whatever terms or arrangements are made by you or on your behalf with the third party furnishing the Non-Provider Service. Money received in respect of Non-Provider Services by us is received only as an independent contractor, to be paid to the third party (less retained commission, if any). We will not be liable for the refund of this money to you except to the extent retained and not owed by us to a third party providing Non-Provider Services. Similarly, any medical examination or treatment you receive from medical personnel aboard the Ship during the Cruise, Land + Sea Journey or Land Trip, is provided solely for your convenience by independent contractors rather than our agents or employees. We do not undertake to supervise the medical expertise of any such 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 furnish or fail to furnish to you. Furthermore, you may be charged for such professional services.

(e) You assume all risks for injury, death or loss as a consequence of your use of the Ship's athletic or recreational equipment or as a consequence of criminal conduct by any third party.

(f) 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

(<http://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action?tabName=Shipboard+Life&contentMenu=Accessible+Cruising>) regarding limitations on our ability to help you go ashore. Persons with mobility impairments traveling on a Seabourn Ship should refer to the Accessible Cruising section of the Frequently Asked Questions page on Seabourn's website (<http://www.seabourn.com/luxury-cruise-vacation-planning/Planning-And-Advice.action?tabName=Frequently+Asked+Questions&contentMenu=Accessible+Cruising>) or the Exclusive Travel Planner for Seabourn cruises regarding limitations on our ability to help you go ashore.

**5. Change in Itinerary/Cancellation/Cabotage Laws:** (a) Although we will use our best efforts to provide you with the Cruise, Land + Sea Journey and/or Land Trips, situations may occur which require that changes be made. By way of example only, we may adjust itineraries and schedules, delay departures or arrivals, or cancel a Cruise, Land + Sea Journey or Land Trip, due to casualty, weather, labor problems, the need to render assistance to others, governmental or insurer directives, passenger or employee injury or illness, schedule delays or changes by third parties, repair and maintenance requirements, fuel or other shortages, or damage to the Ship, other means of transportation, roads, tracks, bridges, docks, equipment or machinery. Furthermore, the Master of the Ship or of any other vessel as well as the operator of any other means of transportation may, in

his/her sole discretion, elect not to proceed in the ordinary course. Consequently, we cannot guarantee the itinerary of the Cruise, Land + Sea Journey or any Land Trip (including time of sailing from or arrival at any port or that all ports will, in fact, be called at, or that all places on your Land + Sea Journey or Land Trip will be visited). We reserve the right to provide you with alternative transportation whenever the Cruise, Land + Sea Journey or Land Trip is unable to proceed or be completed in the ordinary course or, in the case of hotels, to substitute facilities of similar category in cases where the planned hotel is unavailable due to overbooking or otherwise.

(b) Your safety is very important to us. For safety or other reasons that we believe qualify as good cause, we may, without notice, substitute any suitable ship, ships or other means of transportation, change any date of sailing or travel or cancel any sailing, Land + Sea Journey segment, port of call, Land + Sea Journey or Land Trip destination or stopover, or the entire Land Trip, Cruise or Land + Sea Journey.

(c) If the Cruise or Land + Sea Journey or a Land Trip is cancelled (for reasons other than mechanical failures of the Ship), we may disembark you at any port or terminate your travel at any location, and transship and forward (at our expense, but at your risk) you and your property to or toward a port or location from which you may return home or to the Ship, as appropriate. The means of conveyance may or may not belong to us and may or may not proceed directly to the desired destination. If a Cruise, Land + Sea Journey or Land Trip is cancelled before commencement, you will be entitled, as your exclusive remedy, to receive the applicable Refund Amount. If a Cruise, Land + Sea Journey or Land Trip is cancelled after commencement, you will be entitled, as your exclusive remedy, to receive the applicable Refund Amount less a reasonable allowance for transportation and services already provided to you. The reasonable allowance will be determined on a pro rata basis by taking into account the time missed relative to the scheduled duration of the Cruise, Land + Sea Journey or Land Trip. 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. In the event a Cruise or Land + Sea Journey is terminated early due to mechanical failures of the Ship, you are entitled to transportation to the Ship's scheduled port of disembarkation, or at our discretion to your home city, at our expense. When such disembarkation caused by mechanical failures of the Ship at an unscheduled port requires an overnight stay, you are also entitled to lodging at the unscheduled port of disembarkation at our expense.

(d) 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.

**6. Authority to Deny Transportation, Confine and Remove Passengers:** We may determine that for your safety, the safety of the Ship or other means of transportation or the safety or comfort of other passengers or our employees, you should be denied transportation or other services either before or during the Cruise, Land + Sea Journey or Land Trip. In any such circumstance you may be confined to your stateroom, quarantined, restrained or refused participation in any conduct or activities of any nature without liability to us for a refund, payment or compensation whatsoever. By way of example, these would include situations where: (a) you are or become in such condition as to be unfit to travel or dangerous or obnoxious to other passengers or employees; (b) you are inadmissible under the immigration or other laws of any country included in the Cruise, Land + Sea Journey or Land Trip itinerary or fail at any time to possess required travel documents; (c) you fail to abide by the rules or orders of the Master or other Ship's officers; or (d) you solicit other passengers or employees for commercial or professional purposes or advertise goods or services on board the Ship without our prior written permission. If transportation is denied after departure, you and your baggage may be landed or transported to any port or location that we select, without any resulting liability for refund, payment, compensation or credit on our part. If you are disembarked or any other actions are taken for any reason pursuant to this paragraph A.6, you will not be entitled to any refunds or damages.

**7. Baggage:** (a) We will carry as baggage only your personal effects consisting of wearing apparel, toilet articles and similar items for your wearing, comfort or convenience during the Cruise, Land + Sea Journey and Land Trips and not belonging to or intended for use by any other person or for sale. Radioactive materials, inflammable or hazardous items, controlled substances (other than lawfully obtained prescription drugs), firearms and illicit materials are strictly prohibited. For loading and unloading the Ship and other means of transportation, all baggage must be tendered for carriage in securely constructed and locked

suitcases or trunks. All baggage must be able to be both safely stowed in your stateroom on the Ship and, for Land + Sea Journeys and Land Trips, fit in the baggage compartment of any means of transportation. The only animals permitted to accompany you are qualified service animals for passengers with disabilities; you are responsible for complying with governmental health and other requirements as to service animals.

(b) We are not liable for: (1) any loss, damage or delay before baggage comes into our actual custody at the commencement of your Cruise, Land + Sea Journey or Land Trip or after baggage leaves our actual custody at the conclusion of your Cruise, Land + Sea Journey or Land Trip; (2) any loss, damage or delay while baggage is not in our custody which includes any period during which baggage is in the custody of airlines (including airlines booked as part of an Air Package); or (3) damage due to wear, tear or normal usage. For security and legal reasons, baggage is subject to search, and illegal or potentially unsafe property is subject to seizure, both before and during the Cruise, Land + Sea Journey and/or Land Trip.

(c) We do not assume any liability for any loss of or damage to or delay of perishable items, medicine, liquor, cash, credit or debit cards, jewelry, gold, silver or similar valuables, including but not limited to those specified in Title 46 of the United States Code section 30503, securities, financial instruments, records or other valuable or business documents, computers, cellular telephones, cameras, hearing aids, dental hardware, eyewear, electric wheelchairs, scooters, or other video or electronic equipment, binoculars, film, videotape, computer disks, audio disks, tapes or CDs. These items should not be left lying about the Ship or your stateroom, nor should they be left unattended on other vessels, railcars or other vehicles or in hotels, or placed in luggage other than a bag that you carry with you. In addition, we do not assume any liability for any loss of or damage to carry-on baggage left unattended on the Ship or on other means of transportation or in hotels. The Ship and certain hotels may be equipped with stateroom or room safes or safe-deposit boxes in the Ship's or hotel's Front Office; using these facilities will not, however, increase our liability as provided in this contract.

(d) The fare has been established on the basis of our assumption that the total value of your property that you are taking with you on the Cruise, Land + Sea Journey and Land Trip (exclusive of the items mentioned in Clause 7(c) above) will not exceed U.S. \$100 per guest or U.S. \$200 per stateroom/suite regardless of the number of occupants or bags, or (i) U.S. \$600 for HAL if you purchased the Standard Cancellation Protection Plan or (ii) U.S. \$3,000 for Seabourn if you purchased SeabournShield. Accordingly, if we, due to any cause whatsoever, are liable for loss or damage to, or delay of, your property, the amount of our aggregate liability will not exceed U.S. \$100/\$200/\$600/\$3,000 (as is applicable) unless you have specified to us the true value of your property and paid before commencement of the Cruise, Land + Sea Journey or Land Trip, at the Ship's Front Office or directly to us, 1% of the value in excess of U.S. \$100/\$600 for HAL and 5% of the value in excess of U.S. \$100/\$200 for Seabourn. In that event, our aggregate liability will be limited to the amount so specified. Whether or not a value in excess of U.S. \$100/\$200/\$600/\$3,000 has been specified, the limit on liability will be proportionately reduced in any case where less than all of your property is lost, damaged or delayed. Without increasing the above limits: (1) our aggregate liability will never exceed, and all settlements will be made on the basis of, original cost less depreciation; (2) damaged items will be settled on the basis of repair costs; and (3) lost, damaged or delayed baggage must be reported to a Provider representative within 48 hours after discovery and written claim to us must be made within 30 days after conclusion of the Cruise or Land + Sea Journey as provided in Clause A.3 above.

(e) Notwithstanding the foregoing, loss or damage to mobility and other medical equipment caused by our fault or neglect is subject to our sole discretion to either repair or replace the equipment.

**8. Passenger Liability in Certain Cases:** You will be required to indemnify and reimburse us for all expenses we incur as a result of any misrepresentation made by you, as a result of the need to provide you with medical services, as a result of your detention by immigration, health or port authorities, or as a result of any personal injury or damage caused by your acts or omissions or the acts or omissions of any passenger under age 21 traveling with you. We will have a lien for such expenses on your property that you have taken with you on your Cruise, Land + Sea Journey or Land Trip. If, due to weather or other unforeseen reasons, flights are adversely impacted or you are otherwise required to spend an additional night in a location, hotel and meal costs are your responsibility.

9. **Travel Agents:** Any travel agent you use in connection with your Cruise, Land + Sea Journey or Land Trip acts solely for you and is deemed your agent. We are not responsible for the financial condition or integrity of any such travel agent. In the event that an agent fails to remit to us any monies paid by you to the agent, you remain liable for the fare due us, regardless of whether we demand payment before or after Initial Departure. Any refund made by us to an agent on your behalf is considered, for purposes of this contract, as being the same as payment to you whether or not the monies are delivered by the agent to you. Receipt of any documents or information by your travel agent, including but not limited to this contract, shall be deemed to constitute receipt by you.

**10. Eligibility; Passenger Condition:** 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 passengers. 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. For these reasons, we request that if you have any special medical, physical or other requirements, these be brought to our attention immediately upon receipt of this contract. 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, Land + Sea Journey and/or Land Trips. You are liable to us for any costs incurred for emergency medical care including medical care provided ashore, as well as transportation and/or lodging in connection therewith.

**11. Compliance with Laws/Minors:** Immigration, health and other laws, both in the United States and other countries, may require that you obtain a certain visa, hold a passport, be inoculated, obtain parental consent or otherwise obtain documentation prior to entering or returning to a country. It is your sole responsibility to take all steps as may be required to enable you to comply with these laws. The United States Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations regularly issue advisories and warnings to travelers. Provider strongly recommends that you obtain and consider such information when making travel decisions. Provider assumes no responsibility for gathering or providing said information to you. All persons under 18 years of age must be accompanied and supervised by a parent or guardian. Persons under 21 years of age are not permitted to consume alcoholic beverages and persons under 18 years of age are not permitted to gamble onboard the Ship; parents and guardians are obligated to insure compliance with this requirement.

**12. Personal Information; Authority to Use and Sell Pictures, Video Images and Audio Recordings:** Personal information we collect from you may be used by us or our affiliates for marketing purposes; it will not, however, be sold to unaffiliated third parties. In addition, some governmental and quasi-governmental agencies require or request that we provide them with your personal information. You authorize us to use and/or provide to others your personal information as described above and acknowledge that we do not assume any liability to you for our doing so. We periodically photograph or otherwise film people participating in Cruises, Land + Sea Journeys and/or Land Trips for retail, marketing, promotional, publicity and training purposes. Without any requirement that we compensate you or obtain any additional approvals from you, you authorize us to include photographic, video recordings and other visual portrayals of you, as well as voice recordings included with any videos, in photographs, videos, DVDs or other media that we sell at retail or that we use for marketing, promotional, publicity and/or training activities in all media now known or hereafter devised without any limitations whatsoever. 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 Provider.

**13. Transferability; Separability:** This contract cannot be transferred by you. Any additions, deletions or other alterations to, or waivers of any term of, this contract which are purported to have been made by us and which have not been agreed to in writing by the President of Provider will not be legally binding upon us. Any provision of this contract which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability.

and the validity and enforceability of the remaining terms and conditions of this contract will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction.

**14. Passenger Bill of Rights:** 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.

## B. THE CRUISE OR LAND + SEA JOURNEY

**1. Additions to Fare, Taxes, Fees & Port Expenses:** (a) The fare that you paid was determined far in advance of Initial Departure on the basis of then-existing projections of fuel and other costs. In the event of an increase in fuel or other costs above amounts projected, we have the right to increase the fare at any time up to Initial Departure and to require payment of the additional fare prior to Initial Departure. We have the right to refuse to transport you unless the additional fare is paid. Within seven (7) days after you are notified of the additional fare (but no later than Initial Departure), you may elect to surrender this contract to us for cancellation, whereupon you will receive the Refund Amount. Cancellation fees do not apply to this type of refund.

(b) In addition to your Cruise or Land + Sea Journey fare, you will also be charged an amount for "Taxes, Fees & Port Expenses." That term, as used by us, may include any and all fees, charges, tolls and taxes imposed on us by governmental or quasi-governmental authorities, as well as 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 passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Ship. Taxes, Fees & Port Expenses are subject to change and we reserve the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

**2. Hostilities:** Although unlikely, the Ship may be confronted by actual or threatened war, warlike operations or hostilities. In addition to our right to deal with this situation under our general right to respond to safety concerns, we may also decide that it would be prudent for the Ship to sail with or without lights, omit observance of practices, rules and regulations as to navigation, cargo or others applicable in time of peace, or sail armed or unarmed and with or without convoy.

**3. Brochure/Website/Cancellation Policy:** 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 Provider'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 ([www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action](http://www.hollandamerica.com/cruise-vacation-planning/PlanningAndAdvice.action)). For Seabourn Cruises, you should familiarize yourself with the Exclusive Travel Planner and the Frequently Asked Questions page on Seabourn's website ([www.seabourn.com/luxury-cruise-vacation-planning/Planning-And-Advice.action?tabName=Frequently+Asked+Questions](http://www.seabourn.com/luxury-cruise-vacation-planning/Planning-And-Advice.action?tabName=Frequently+Asked+Questions)). Please be advised, however, that if the brochure, booklet or website is inconsistent with this contract, this contract will be controlling. Note in particular our cancellation policy which specifies cancellation fees that you will be subject to if this contract is surrendered for cancellation within certain time periods prior to Initial Departure. Since a cancellation likely means a lost 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.

## C. AIR PACKAGE

**1. Arrangements by Provider:** 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 Provider's website or the applicable brochure regarding our policies on booking hotels and responsibility for the costs of hotels and associated services.

**2. 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. If you are traveling on a Seabourn Ship, and your flights are delayed, please ask the airline to immediately advise Seabourn's Air/Sea Department, or call us yourself at 1-866-530-2195 or 1-206-626-9185.

**3. 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.

**4. 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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