

Booking Terms and Conditions – United States

Version: December 2025

IMPORTANT NOTICE: YOU ARE ADVISED TO CAREFULLY READ AND REVIEW THE TERMS AND CONDITIONS SET FORTH BELOW, AS THEY ARE BINDING AND AFFECT YOUR LEGAL RIGHTS.

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 10 AND 11, WHICH ADDRESS OUR LIMITATIONS OF LIABILITY TO YOU, DISPUTE RESOLUTION PROVISIONS, AND YOUR WAIVER OF A JURY TRIAL.

1 Contract

- 1.1 These terms and conditions (**Conditions**) form the basis of the contract between You and Scenic Tours (USA), Inc. (**We, Us or Our**) (**Contract**). It is important that You read the Contract carefully to ensure that You understand Your rights and obligations.
- 1.2 If Your Journey includes a Cruise, You should check with the Operator of the Cruise as it may have its own terms and conditions which govern the Cruise and its liabilities to You. Scenic Tours (USA), Inc. does not own or operate cruises or excursions that it sells, nor does it exercise control or supervision over any cruises or excursions that it sells. You understand and agree that any claims arising during the Cruise must be brought against the Operator of that Cruise or, as applicable, against a third-party Service Provider.
- 1.3 You confirm Your understanding and acceptance of these Conditions and the Contract by paying Your Booking Deposit or otherwise paying any part of Your Journey Price. If You do not understand and accept these Conditions and the terms of the Contract, You should not make any payment to Us and in this case, We will cancel Your Booking in accordance with clause 3.3 of these Conditions.
- 1.4 If You make a Booking on behalf of any other person, You represent to Us that You have their authority to make the Booking on their behalf and to legally bind them to the terms of the Contract, including these Conditions. Each reference to **You, Your, Guest or Passenger** means the person who makes the Booking and each other person covered by the Booking.
- 1.5 Your Itinerary is not a part of the Contract. It may be necessary for Us to make changes to Your Itinerary which We may do in Our discretion and We do not guarantee any Itinerary that is provided to You.
- 1.6 We may amend Our published Conditions from time to time. We will provide the current version of the Conditions to You at the time of the Booking. You will be bound by the current version of the Conditions at the time You make Your Booking.
- 1.7 You acknowledge that in order to participate in Your Journey, You may be subject to the terms and conditions of Service Providers or other parties that provide services or facilities in connection with Your Journey. You should familiarize yourself as soon as possible with the terms and conditions of such Service Providers.
- 1.8 **Travel Insurance:**
 - (a) All travel involves risks. We strongly recommend You take out comprehensive travel insurance with a reputable insurance company to cover You against risks associated with

Your Journey, including coverage for loss of luggage, medical expenses and costs and expenses incurred due to cancellations, delays or other disruptions.

- (b) If You do not obtain adequate travel insurance, You accept that You may not be able to recover costs in relation to Your Journey in the event of cancellation or material changes made to Your Journey or Itinerary.

2 Meaning of Words

In these Conditions, the following words and expressions have the following meanings:

- (a) **Booking** means the booking for the Journey that has been made either directly or indirectly through us.
- (b) **Booking Deposit** means a booking deposit in an amount which We have received for Your Booking.
- (c) **Cruise** means a cruise aboard a Cruise Vessel which is a part of Your Journey.
- (d) **Customer Service Contact Address** means the details for contacting Us as set out in clause 14 of these Conditions.
- (e) **Cruise Vessel** means a vessel used for the purpose of providing a Cruise.
- (f) **Departure Time** means the earlier of:
 - (i) The beginning of the boarding process of any vehicle (such as the embarkation of a Cruise Vessel) that is part of Your Journey; and
 - (ii) Your checking into any accommodation that is part of Your Journey.
- (g) **Force Majeure Event** means any event or circumstance beyond Our reasonable control that prevents, delays, impairs, or hinders the performance of Our obligations or the obligations of any partner, contractor, supplier, Operator of a Cruise, Service Provider, or any other third party upon which We rely, including any act of God, war, terrorism, fire, flood or any other extreme weather conditions or act of nature, loss of power, epidemics, pandemics or declared public health emergencies, industrial disputes, slow-downs or other strike activities, political unrest, riots or civil disturbances, prohibitions or acts of federal, state, territory, or local government, or quasi-governmental bodies or other authorities (including, in each case, their duly constituted or appointed agents), inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages, any border closure by any country or any relevant government authority.
- (h) **Future Travel Credit** means a credit that may be issued by Us, a Cruise Operator, or a Service Provider to You and which may be redeemed for the value of the credit with the entity that provided You with the credit.
- (i) **Guest Contact Details** means Your contact details which You have provided to Us at the time of making Your Booking, as amended by any written notice You may provide to Us from time to time in accordance with clause 14 of these Conditions.
- (j) **Itinerary** means the itinerary for Your Journey issued by Us, subject to any amendments made by Us from time to time in accordance with this Contract.
- (k) **Land Journey** means a land tour which is a part of Your Journey
- (l) **Journey** means a journey or journey package offered or provided by Us.

- (m) **Journey Brochure** means the brochure for Your Journey published by Us in hard copy or electronically, as amended from time to time and which is displayed on Our website.
- (n) **Journey Departure Date** means the scheduled departure date for the Journey set out in Your Itinerary.
- (o) **Journey Price** means the total amount payable by You for the Journey. It includes the Booking Deposit.
- (p) **Operator** means the owner or operator of a Cruise Vessel, who is a separate legal entity and business, whether or not related to Us.
- (q) **Personal Information** means information about You and any other person for whom You make a Booking, including a name, address, phone number and other contact details, details of next of kin, passport number, credit or debit card details, and information about health, medical needs, dietary requirements and any disabilities or other special requirements.
- (r) **Scenic Emerald Rewards** means Our loyalty program providing benefits when travelling with Scenic or Emerald.
- (s) **Service Provider** means any contractor that provides a Journey or any part of a Journey. Service Providers are separate legal entities from Us.
- (t) **Validity Period** means in respect of a Journey Brochure, the validity period stated in that brochure.
- (u) **Your Journey** means the Journey You have booked with Us, as outlined in Your Itinerary and (if applicable) as amended.

3 Booking and Payment

- 3.1 If You make a Booking with Us directly or through a travel agent other than Us that makes Your booking through US, Your Booking will be confirmed only when We have received:
 - (a) Your Booking Deposit; or
 - (b) if Your Booking is made 90/120 days (see clause 4.11(a)) or less before the Journey Departure Date, the Journey Price and all other amounts that are required to be paid under the Contract.
- 3.2 Except as indicated in clause 3.10, We will notify You of the Journey Price and provide You with Your Itinerary at the time of making Your Booking.
- 3.3 You must pay Your Booking Deposit within 48 hours after making Your Booking. If We do not receive Your Booking Deposit within 48 hours after You make Your Booking, We will automatically cancel Your Booking without further notice to You.
- 3.4 The Booking Deposit amount is 20% of the Journey Price for Ocean Cruises and USD \$500 per person for all other Journeys.
- 3.5 If You have made Your Booking indirectly through a travel agent other than Us, Your travel agent should forward Your Booking Deposit or Journey Price to Us on Your behalf. However, payments by You to Your travel agent are not considered to be payments by You to Us. We will consider payment has been received by Us only when We receive payment from the travel agent that made the Booking through Us.

- 3.6 Any accommodation, sightseeing or flights We book for You separately from those stated in Your Itinerary are not included in the Booking Deposit or Journey Price, and You must pay both the deposit and full costs for such additional services separately from the Booking Deposit and Journey Price while You make Your Booking. Any requests for additional services will not be processed until Your Booking Deposit is paid in full.
- 3.7 For some special offers, We may require payment of an additional deposit before the balance of the Journey Price is due. We will notify You of any such additional deposit before You complete Your Booking and will confirm the payment details when We confirm Your Booking. You must make payment by the date notified by Us.
- 3.8 Exclusive offers requiring You to book and pay in full at a certain time prior to departure are also subject to these Conditions. Such offers are strictly limited on selected suite types on departure dates and are subject to availability. Offers cannot be combined, and may be withdrawn at any time. Offers are valid for new bookings only.
- 3.9 Except as required by applicable law, rule, or regulation, or as otherwise provided in the Contract, Booking Deposits are not refundable and are not transferable to other Journeys or Bookings.
- 3.10 Your Booking is subject to the cancellation terms set forth in clause 4.11(a) herein. You must pay Your Booking Deposit before Your Booking will be processed and We confirm Your Journey Price. Your Booking is not confirmed until You have paid the Journey Price in full. We will notify You of the Journey Price promptly after We have calculated it. If You do not confirm Your acceptance of the Journey Price in writing within 48 hours of receipt of notification from Us, You will be deemed to have rejected the Journey Price. If You notify Us that You have rejected the Journey Price or if You are deemed to have rejected the Journey Price, We will cancel Your Booking and refund Your Booking Deposit if it has been paid. If You accept the Journey Price, You must pay the outstanding Journey Price within 72 hours of Us notifying You of the Journey Price, or We will cancel Your Booking and retain Your Booking Deposit.
- 3.11 If clause 3.1(b) does not apply, You must pay Us the balance of the Journey Price and all other amounts payable under the Contract before the Journey Departure Date.
- 3.12 If You wish to change any incidental component of Your Booking, such as any pre or post Journey accommodations or add-ons, You must contact Us. We may accept or reject Your request in Our discretion. If We accept, then We will notify You of additional costs (if any) resulting from the change (such as additional cost associated with additional days of accommodation requested by You or resulting from a change to Your flights that You requested).
 - (a) If there are no additional costs, You must pay a change fee to Us for each change in accordance with clause 4.10 of these Conditions.
 - (b) If there are additional costs and You reject these, Your Booking will not be changed.
 - (c) If there are additional costs and You accept these, You must pay a change fee to Us for each change in accordance with clause 4.10 of these Conditions and the additional costs resulting from the change.
- 3.13 You may cancel a Booking by sending Us written notice of cancellation at the Customer Service Contact Address. If You cancel a Booking You will be liable to pay a cancellation fee in accordance with clause 4.11 of these Conditions.
- 3.14 A change or substitution of a guest or a change to the Journey Departure Date is considered a

cancellation of the original Booking, and You will be liable to pay a cancellation fee in accordance with clause 4.10 of the Conditions.

4 Prices, Inclusions, and Fees

- 4.1 All Journey Prices are stated in United States Dollars.
- 4.2 If You pay Us by credit card, a surcharge may be added of up to 4%. Please enquire for details. There is no surcharge for payments made by cash, cheque or direct transfer to Our nominated bank account.
- 4.3 Your Journey Price includes all coach, rail and cruise travel set out in the Itinerary, airport transfers outside Australia, meals as specified in Your Itinerary, economy class group flights and air taxes as set out in Your Itinerary, accommodation, sightseeing and admissions, where stated in Your Itinerary, port charges, all gratuities and tipping on Land Journeys and any other specific inclusions identified in Your Itinerary.
- 4.4 Unless expressly stated in Your Itinerary as an inclusion, Your Journey Price does not include airfares, airline taxes, shore excursions, additional optional activities, accommodation upgrades, meals not specified in Your Itinerary, drinks, laundry, spa and beauty treatments, medical services, helicopter, submersible, travel between train stations, passport fees, visas, vaccinations, medical assistance, government taxes and charges (excluding GST) or any items or expenses of a personal nature.
- 4.5 Discovery Experiences, such as zodiacs, kayaks, helicopters and submersible, if available, are provided and operated by entities other than Us and can only be booked through the Operator and may be subject to additional costs.
- 4.6 DiscoverMORE Optional Journeys: Additional activities undertaken by You such as sightseeing journeys purchased by You in addition to those activities outlined in the Journey Brochure during Your Journey are not included in Your Journey Price and, if available, are provided and operated by entities other than Us and can only be booked through the Operator and may be subject to additional costs. Additional activities are subject to availability, seasonal and operational factors and must be pre-booked prior to Your departure. Some activities require a minimum or maximum number of participants to operate.
- 4.7 Unless stated as an inclusion in Your Itinerary, overnight accommodations and transfers to or from disembarkation/embarkation required to meet Your Journey or any flight connections are not included in the Journey Price and will be at Your expense.
- 4.8 If your Journey Price includes a helicopter flight and the flight cannot be provided due to, but not limited to, regulatory restrictions, availability, or weather conditions, you will be entitled to receive a future travel credit of equivalent value as included in your Journey Price. The same applies, if you are unable to participate in the helicopter flight for reasons including, but not limited to, weight limitations or lack of medical clearance.
- 4.9 We reserve the right not to honor any published prices that were erroneous due to printing, electronic, or clerical error. If You make a Booking based on erroneous pricing, We will offer You the option of cancelling the Booking and receiving a refund of any amount paid by You or confirming the Booking by paying the difference between the erroneous price and the correct price, as determined by Us in our discretion.

- 4.10 The following fees are payable in addition to the Journey Price: If You change Your Booking, other than by varying the Journey Departure Date, You must pay a change fee of USD \$50.00 per Booking. This fee is on account of administrative expenses incurred by Us in changing Your Journey and is a genuine and reasonable estimate of Our expenses.

4.11 Cancellation fees payable by You:

- (a) If You cancel Your Journey for any reason prior to Your Journey Departure Date (including by changing Your Journey Departure Date or the name of a Guest), You will be liable for cancellation fees as follows:

European and Asian River Cruises, Japan, North America, Australia and New Zealand Land Journeys.	
Days of notice prior to Journey commencement	Cancellation charge (per person)
Over 90 days	Loss of Booking Deposit
89 to 60 days	35% of Journey Price
59 to 30 days	50% of Journey Price
Less than 30 days	100% of Journey Price

Ocean Cruises and all other Land Journeys.	
Days of notice prior to Journey commencement	Cancellation charge (per person)
120 days and over	Loss of Booking Deposit
119 to 91 days	50% of Journey Price
90 days and less	100% of Journey Price

You may also be liable to pay cancellation fees to airlines and other third parties.

- (b) If using a Future Travel Credit and You cancel Your Journey for any reason prior to Your Journey Departure Date (including by changing Your Journey Departure Date or a guest), You will lose a portion of the Future Travel Credit equivalent to the cancellation fee that You would otherwise be liable for under clause 4.11(a). For the avoidance of doubt:
- (i) if You seek to cancel Your Journey before the Journey Departure Date, You will be liable for cancellation fees as set forth in clause 4.10(a). In the event that you have used a Future Travel Credit for Your Booking, then you will be provided with a Future Travel Credit for any amount remaining after all deductions have been made pursuant to clause 4.10(a).
 - (ii) regardless of when You cancel, You will be notified of the relevant cancellation amount prior to the processing of Your proposed cancellation.

You may also be liable to pay cancellation fees to airlines and other third parties. Any portion of the Journey Price that has been paid by You to Us in the form of the Future Travel Credit in excess of the applicable cancellation charge will be refunded to You in the form of a Future Travel Credit and must be used by You within 24 months of the date on which You originally obtained the relevant Future Travel Credit.

- 4.12 We may alter Your Journey Price at any time before You have paid the Journey Price in full to the extent necessary to meet any increase in the Journey costs which arise due to reasons outside of Our direct control, including airfares, fuel, government and city taxes and charges, exchange rate fluctuations or other Journey related costs or tariffs. If We make such changes to Your Journey Price, We will notify You using Your Guest Contact details or via Your travel agent and give You the opportunity to have Your Journey cancelled and receive a refund for the portion of the Journey Price that We have received. We will not alter the Journey Price after We have received the total Journey Price from You, regardless of any increases in the costs. However, You are responsible for and must pay for all costs and expenses incurred as a result of any change made by You to Your Itinerary after the Departure Time. This includes changes due to illness or other personal reasons.

5 Cancellation and Changes to Your Journey and Itinerary

5.1 Your acknowledgement:

- (a) Subject to any rights you may have under applicable law, you acknowledge that:
- (i) there are general risks associated with travelling which are outside of Our control (in addition to Force Majeure Events) including Journey variations or interruptions caused by road, river, ocean or sea, maritime, and weather conditions, public holidays, port or lock closures, unscheduled vessel or vehicle maintenance or emergency situations. We are not liable to You for any loss, cost or damage You may incur as a result of these general risks; and
 - (ii) We will not have any liability to You in relation to the cancellation of Your Journey or for changes to Your Journey or Itinerary (including the costs of any affected travel arrangements and personal expenses, such as food).

- 5.2 **Notice:** In the event that We learn of that there are any cancellations or changes to Your Journey or Itinerary, We will use reasonable efforts to notify You of such cancellation or change (as applicable). If the cancellation or change occurs prior to the Departure Time, We will notify You using Your Guest Contact details or via Your travel agent if your Booking was made indirectly through such a travel agent. You acknowledge that there may be circumstances outside of Our control or knowledge in which case We may only provide You with little or no advance notice of any cancellation or change.

6 Hosted Cruises

- 6.1 The provisions of this clause 6 apply only to tours that include a Cruise hosted by one or more celebrity or musicians (the “**Celebrity Host**”), including, without limitation, the Cruise to be hosted by a noted celebrity (each, a “**Hosted Cruise**”).
- 6.2 Hosted Cruises are event cruises intended to feature appearances or performances by one or more Celebrity Hosts. Nothing in the Contract, Our tour brochures, or other materials, is intended to be, nor shall it be construed, as a right or guarantee that You will be able to specifically attend any particular concert or event on any particular date to be hosted or performed by any particular Celebrity Host, or meet any of the Celebrity Hosts in person during the Cruise or any shore excursion.
- 6.3 We shall not be liable to You for any loss, damage, cost, or expense of any kind incurred or suffered by You, whether directly or indirectly, in the event of the failure of any Celebrity Host to attend the Cruise or to perform, for whatever reason.

- 6.4 We shall not be liable for any loss, damage, cost, or expense of any kind incurred or suffered by You in the event that any appearance or performance is delayed, prevented, or in any way affected, whether directly or indirectly, by a Force Majeure Event or a sickness or illness of a Celebrity Host, or any other cause beyond Our reasonable control.

7 Force Majeure Event

- 7.1 Force Majeure Events are events outside of Our control. As set out in clause 1.8, We strongly recommend that You obtain travel insurance that adequately protects You against these risks.
- 7.2 If the performance of any part of Your Journey is hindered, prevented, delayed, or affected by the occurrence of a Force Majeure Event, those obligations shall be suspended for the duration of the Force Majeure Event and We will not be liable to You for any damages for the suspension due to such Force Majeure Event.
- 7.3 We will use reasonable efforts to give You notice as soon as reasonably practicable of the occurrence of a Force Majeure Event that prevents, materially affects, or delays, or is likely to prevent, materially affect, or delay, the performance of any part of Your Journey.
- 7.4 Your Journey may be cancelled, redirected, delayed, or amended as a result of the occurrence of a Force Majeure Event (as described in clause 1.8 above) which prevents, materially affects, or delays, or which We, the Cruise Operator and/or Service Provider, reasonably determine, in Our, the Cruise Operator, or the Service Provider's discretion, is likely to prevent, materially affect, or delay, the ability to provide the Journey as in Your Booking:
- (a) in accordance with the Contract; or
 - (b) as We, the Cruise Operator, or the Service Provider, believe to be reasonable under the circumstances.
- 7.5 If Your Journey is cancelled or any changes are made to Your Journey or Itinerary (including changes to the planned departure date, changes to the mode of transport, or the provision of onshore instead of onboard accommodation) as a result of a Force Majeure Event:
- (a) We shall not have any liability to You or any other person for any loss, damage, cost, or expense of any kind incurred or suffered, whether directly or indirectly, as a result of such cancellation or changes; and
 - (b) You shall not have the rights and remedies that would otherwise be available to You under this Contract, including the right to a full or partial refund of Your Journey Price.

8 Future Travel Credits

- 8.1 Without limiting anything in clause 5 (*Cancellation and Changes to Your Journey and Itinerary*) or clause 7 (*Force Majeure Events*), You may be offered a Future Travel Credit, either from Us, in Our discretion, or from a Cruise Operator or Service Provider, in their discretion, but neither We nor a Cruise Operator or Service Provider are obligated to provide You with a Future Travel Credit.
- 8.2 If We provide You with a Future Travel Credit, the following rules shall apply to the use of Your Future Travel Credit:
- (a) You may apply the Future Travel Credit towards any future booking for a Journey with a Journey Departure Date within 24 months after the date on which We cancel Your original Booking, subject to availability and any Future Travel Credit capacity limits applicable to

Your selected Journey or Cruise;

- (b) If We provide You with a refund by way of a Future Travel Credit, then You must apply all amounts to any future booking for a Journey with a Journey Departure Date within 24 months of the date on which We provided You the refund by way of the Future Travel Credit;
- (c) If Your original Booking was for an ocean or river cruise, the Future Travel Credit can only be applied to available ocean and river cruises within the following brands within Our corporate group: Scenic Luxury Cruises & Tours, Emerald Cruises & Tours;
- (d) If Your original Booking was for a Land Journey, the Future Travel Credit can be applied to available Land Journeys or ocean and river cruises within the following brands within Our corporate group: Scenic Luxury Cruises & Tours, Emerald Cruises & Tours;
- (e) You may, with Our prior written consent, which We will not unreasonably refuse, transfer the Future Travel Credit to another person to apply towards any future booking for a Journey with a Journey Departure Date within 24 months after the date on which We cancel Your original Booking;
- (f) Use of the Future Travel Credit for any future booking is subject to availability;
- (g) The Future Travel Credit cannot be applied towards stand-alone products, upgrades, or services provided by third parties or Service Providers in conjunction with the standard Journey Itinerary;
- (h) The Future Travel Credit is not redeemable in whole or in part for cash and will expire to the extent it is not used; and
- (i) You (or the person to whom the Future Travel Credit is transferred) must pay any shortfall between the value of the Future Travel Credit and the Journey Price for the new booking in accordance with clause 3 of these Conditions.

- 8.3 If You attempt to rebook a Journey with Us by using a Future Travel Credit issued by a Cruise Operator or Service Provider, then We will use Our best efforts to utilize such Future Travel Credit for Your booking but You understand that any Future Travel Credit issued by an entity other than Us shall be subject to the issuer's rules applicable to such Future Travel Credit.

9 Privacy and Data Protection

- 9.1 In order for Us to process Your Booking and provide the Journey to You, You will need to provide to Us, and We will need to use Personal Information. We will need to provide Your Personal Information to Cruise Operators and/or Service Providers, as well as customs and immigration authorities. Subject to applicable law, We may also provide Your Personal Information to security and credit reporting agencies. Some of the persons to whom We provide Your Personal Information are located overseas, including in countries that may not provide the same level of protection for Personal Information as might be expected in the United States. We do not otherwise sell or share your Personal Information as those terms are defined by applicable law. By making a Booking You

give Us Your consent for Us to use and disclose Your Personal Information in the manner described in this clause.

- 9.2 By making a Booking, You will be automatically enrolled to our Scenic Emerald Rewards with the option to opt-out from the Scenic Emerald Rewards. We will use Your Personal Information for your enrolment to the Scenic Emerald Rewards. This may also include personal and booking data related to previous Journeys with Us. If you do not like to be a member of the Scenic Emerald Rewards, please contact Our customer services centre or use the unsubscribe button in the email correspondence related to the Scenic Emerald Rewards. Please also refer to the Scenic Emerald Rewards Terms & Conditions and Our privacy policy published on Our website.
- 9.3 We will otherwise handle Your Personal Information in accordance with Our Privacy Policy, which can be found on Our website (<https://www.scenicusa.com/privacy-policy>) or provided on request. For the avoidance of doubt, the Privacy Policy does not form part of this Contract.

10 LIMITATIONS OF LIABILITY

- 10.1 Nothing in these Conditions or the Contract operates to exclude, restrict, or modify the application of any provision of applicable laws to the extent any such law precludes the waiver of its protections. All exclusions and limitations of Our liability under the Contract must be read subject to this clause.
- 10.2 YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, COST, EXPENSE, INJURY, ILLNESS, OR DEATH OCCURRING DURING, OR IN ANY WAY RELATED TO, THE JOURNEY, NO MATTER WHAT THE CAUSE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT.
- 10.3 WE SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO YOU WHICH OCCUR WHILE YOU ARE ONBOARD A CRUISE VESSEL OR ONSHORE DURING THE COURSE OF YOUR JOURNEY.
- 10.4 WE ARE NOT AN INSURER OF YOUR SAFETY.
- 10.5 WE ARE NOT LIABLE FOR LOSS OF OR DAMAGE TO ANY OF YOUR LUGGAGE OR PROPERTY.
- 10.6 OUR MAXIMUM LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, COST, EXPENSE, INJURY, ILLNESS, OR DEATH OCCURRING DURING, OR IN ANY WAY RELATED TO, THE JOURNEY IS LIMITED TO THE JOURNEY PRICE YOU HAVE PAID TO US.
- 10.7 YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU 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.
- 10.8 WE DISCLAIM ALL LIABILITY TO YOU FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR ANY PSYCHOLOGICAL INJURY OF ANY KIND.
- 10.9 YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME ALL THE RISKS OF TRAVEL, AND WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DELAY OR FAILURE BY US OR ANY SERVICE PROVIDER TO PERFORM CONTRACTUAL OBLIGATIONS AS A RESULT OR CONSEQUENCE OF A FORCE MAJEURE EVENT, OR FOR ANY LOSS, COST,

DAMAGE, EXPENSE, INJURY, OR DAMAGE RESULTING FROM OR AS A CONSEQUENCE OF A FORCE MAJEURE EVENT.

- 10.10 YOU ACKNOWLEDGE AND AGREE THAT ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, REPRESENTATIONS, OR TERMS ARE EXPRESSLY DISCLAIMED. WHERE THE LAW IMPLIES ANY GUARANTEE, CONDITION, OR WARRANTY WHICH CANNOT BE DISCLAIMED, TO THE MAXIMUM EXTENT POSSIBLE, OUR LIABILITY TO YOU OR ANY THIRD PARTY FOR BREACH OF SUCH AN IMPLIED GUARANTEE, CONDITION, OR WARRANTY IS LIMITED, AT OUR 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.
- 10.11 YOU ACKNOWLEDGE AND AGREE THAT IF YOUR JOURNEY, ANY PART OF YOUR JOURNEY, ACCOMMODATION, FLIGHTS, OR ANY OTHER GOOD OR SERVICE, OR ANY PART THEREOF, IS PROVIDED BY A CRUISE OPERATOR AND/OR 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 CRUISE OPERATOR AND/OR SERVICE PROVIDER, YOU SHALL PURSUE YOUR CLAIM EXCLUSIVELY AND DIRECTLY AGAINST THE RELEVANT CRUISE OPERATOR AND/OR SERVICE PROVIDER AND NOT AGAINST US. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR THE ACTS, OMISSIONS, OR FAILURES OF ANY SUCH CRUISE OPERATORS AND/OR SERVICE PROVIDERS.
- 10.12 IN CONSIDERATION OF THE SERVICES AND ARRANGEMENTS WE PROVIDE, YOU, FOR YOURSELF AND FOR YOUR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND AGREE TO INDEMNIFY US AND OUR AFFILIATES, WHICH SHALL INCLUDE (WITHOUT LIMITATION) OUR 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 JOURNEY 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 NEGLECT 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 JOURNEY, DEVIATION OR STOPPAGE IN TRANSIT; ANY CALLS AT PORTS OR VARIATIONS FROM THE SCHEDULED OR REGULAR COURSE OF THE JOURNEY; SEIZURE OF THE

VESSEL UNDER LEGAL PROCESS; ANY ACT, OMISSION, FAULT, OR NEGLIGENCE OF THE TRAVELER OR FELLOW TRAVELERS; 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. **YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU ARE RELEASING, DISCHARGING, AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR OUR NEGLIGENT ACTS, OMISSIONS, OR CONDUCT, AND THAT OF OUR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, OR AFFILIATES.** YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES RESULTING FROM SUCH ACTS OR OMISSIONS ARE SPECULATIVE, UNCERTAIN, AND NOT REASONABLY FORESEEABLE AT THE TIME YOU ENTER INTO THIS CONTRACT.

10.13 EU REGULATION 392/2009 AND THE ATHENS CONVENTION

IN THE EVENT THAT ANY OR ALL OF THE PROVISIONS OF CLAUSES 10.1 THROUGH 10.12 ARE DETERMINED INAPPLICABLE OR UNENFORCEABLE IN AN ARBITRATION UNDER CLAUSE 11—OR IN LITIGATION IF THE ARBITRATION PROVISION IS FOUND UNENFORCEABLE AS STATED THEREIN—THEN, AND ONLY TO THE EXTENT OF THAT DETERMINATION, ON CRUISE JOURNEYS THAT EMBARK OR DISEMBARK AT A PORT IN A EUROPEAN MEMBER UNION STATE AND WHICH DO NOT EMBARK, DISEMBARK, OR CALL AT ANY UNITED STATES PORT, WE 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 CRUISE JOURNEYS THAT DO NOT EMBARK, DISEMBARK, OR CALL AT ANY UNITED STATES PORT, WE 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, OUR 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 OUR NEGLIGENCE OR FAULT, OUR 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. \$549,400, 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, OUR LIABILITY TO PASSENGERS FOR DEATH OR PERSONAL INJURY IS LIMITED TO NO MORE THAN 250,000 SDR PER PASSENGER (APPROXIMATELY U.S. \$343,400, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE

WALL STREET JOURNAL). EXCEPT WHERE THE INCIDENT RESULTED FROM AN ACT BEYOND OUR CONTROL (i.e. WAR, TERRORISM, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTER, INTENTIONAL ACTS OF THIRD-PARTIES, ETC.) OUR LIABILITY FOR LOSS OR DAMAGE RESULTING FROM SUCH INCIDENTS MAY INCREASE TO 400,000 SDR UNLESS WE PROVE THAT THE INCIDENT OCCURRED WITHOUT OUR FAULT OR NEGLIGENCE.

IF THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, THEN OUR 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. \$467,038,700, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) PER INCIDENT.

OUR LIABILITY FOR LOSS OF, OR DAMAGE TO, PASSENGER'S LUGGAGE OR OTHER PROPERTY SHALL NOT EXCEED 2,250 SDR (APPROXIMATELY U.S. \$3090.00, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE WALL STREET JOURNAL) PER PASSENGER PURSUANT TO THE ATHENS CONVENTION.

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

ANY DAMAGES PAYABLE BY US 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.fcd.o.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_Protocol_2002_web_acc.pdf.

PASSENGERS EMBARKING ON A CRUISE IN A EUROPEAN UNION MEMBER STATE PORT ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010 WHICH CAN BE ACCESSED AT

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

- 10.14 IN ADDITION, WE 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 ARBITRATED OR 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, AND NOTHING IN THIS CONTRACT IS INTENDED TO OPERATE TO LIMIT OR DEPRIVE US OF ANY SUCH STATUTORY OR OTHER LIMITATION OR EXONERATION OF LIABILITY. IN THE EVENT OF ANY CONFLICT BETWEEN THE REFERENCED PROVISIONS OF LAW, WE SHALL BE ENTITLED TO INVOKE

WHICHEVER PROVISIONS PROVIDE THE GREATEST LIMITATIONS AND IMMUNITIES TO US. OUR SERVANTS AND/OR AGENTS SHALL HAVE THE FULL BENEFIT OF ALL SUCH PROVISIONS RELATING TO THE LIMITATION OF LIABILITY.

10.15 You may be entitled to rights under certain traveller protection programs such as the United States Tour Operators Association (“USTOA”)’s Travelers Assistance Program. You may make a claim to this program if You are owed a refund. The Plan covers losses for transportation or travel services that were not refunded when required. A guest may make a claim against the Plan within 90 days after a tour operator declares bankruptcy, becomes insolvent or ceases business or fails to fund on account of cancellation or non-performance. USTOA’s total liability for all consumer claims from customers of Scenic Tours (USA), Inc. is limited to \$1,000,000. In some cases, \$1,000,000 may not be sufficient to cover all losses. Complete details of the USTOA Travelers Assistance Program and claim forms may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to information@ustoa.com or by visiting their website at www.USTOA.com. Scenic Tours (USA), Inc. is registered in California as a seller of travel. Scenic Tours (USA), Inc. is registered with the State of California as a Seller of Travel, CST2113082-40. Registration as a seller of travel does not constitute approval by the State of California. Washington State Seller of Travel, UBI604-089-504.

10.16 CLASS ACTION WAIVER: THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY CLAIM AGAINST US WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS ACTION OR AS PART OF A CLASS ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. FURTHER, IN AN ARBITRATION PROCEEDING UNDER CLAUSE 11 BELOW, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN CLAUSE 11 BELOW, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM IN ARBITRATION, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

11 DISPUTE RESOLUTION; GOVERNING LAW/JURISDICTION; WAIVER OF JURY TRIAL

(a) ANY CLAIM, CONTROVERSY, DISPUTE, SUIT, OR MATTER OF ANY KIND WHATSOEVER, WHICH IS BROUGHT AGAINST US, WHICH IN ANY WAY ARISES OUT OF, RELATES TO, IS CONCERNED WITH, OR IS INCIDENT TO ANY JOURNEY OR THIS CONTRACT, INCLUDING REGARDING ITS INTERPRETATION, VALIDITY, INVALIDITY, BREACH, TERMINATION, ENFORCEMENT, AS WELL AS THE AGREEMENT TO ARBITRATE, ITS SCOPE OR APPLICABILITY, AND ALL QUESTIONS REGARDING ARBITRABILITY, AND WHETHER BASED IN TORT, CONTRACT, STATUTE, REGULATION, OR ANY OTHER LEGAL BASIS (COLLECTIVELY, “DISPUTES”) SHALL BE RESOLVED, SOLELY AND EXCLUSIVELY, IN A BINDING, CONFIDENTIAL, INDIVIDUAL ARBITRATION ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION (“NAM”), IN MIAMI, FLORIDA, UNDER NAM’S COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES, TO THE EXCLUSION OF A PROCEEDING IN THE COURTS OF ANY COUNTRY, STATE, OR NATION WHERE SUIT MIGHT OTHERWISE BE BROUGHT,

EXCEPT THAT IF THE ARBITRAL TRIBUNAL OR A COURT OF COMPETENT JURISDICTION DETERMINES THAT THIS ARBITRATION PROVISION IS UNENFORCEABLE, THEN ANY AND ALL SUCH DISPUTES SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN MIAMI, FLORIDA, OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. THE PARTIES WAIVE ANY OBJECTION BASED ON JURISDICTION, VENUE, OR FORUM NON CONVENIENS WITH RESPECT TO ANY SUCH ARBITRATION OR LITIGATION IN MIAMI, FLORIDA.

- (b) THIS CONTRACT SHALL BE GOVERNED BY FLORIDA LAW, WITHOUT EFFECT TO FLORIDA CHOICE-OF-LAW OR CONFLICT-OF-LAW PRINCIPLES.
- (c) THE ARBITRATION OR LITIGATION OF ANY DISPUTES MUST BE COMMENCED WITHIN THREE HUNDRED SIXTY-FIVE (365) DAYS FROM THE DAY OF THE INCIDENT GIVING RISE TO THE DISPUTES, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.
- (d) THE NUMBER OF ARBITRATORS SHALL BE ONE. THE ARBITRAL PROCEEDINGS SHALL BE CONDUCTED IN ENGLISH.
- (e) EACH PARTY SHALL BEAR ITS OWN EXPENSES ASSOCIATED WITH THE ARBITRATION OR LITIGATION, INCLUDING ATTORNEY'S FEES.
- (f) THE PARTIES SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHT THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

12 General Provisions

- 12.1 We may only waive a right or remedy created under these Conditions in writing. Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does any waiver by Us (either wholly or in part) operate as a subsequent waiver of the same or any other right or remedy.
- 12.2 In these Conditions, unless the context otherwise indicates a contrary intention:
 - (a) headings are for convenience only and do not affect interpretation;
 - (b) singular includes the plural and vice versa;
 - (c) a reference to a party includes its successors, permitted assigns, administrators and substitutes;
 - (d) where a word or phrase is defined, its other grammatical forms have the corresponding meaning;
 - (e) the word 'include' in any form is not a word of limitation;
 - (f) no rules of construction shall apply to Our disadvantage on the basis that these Conditions or the Contract were prepared by Us;
 - (g) a reference to a natural person includes their personal representatives; and

- 12.2 a reference to a body (including institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- 12.3 If a provision of the Contract, or a right or remedy of a party under this Contract is deemed to be invalid or unenforceable in a particular jurisdiction, that term shall be of no effect only in that jurisdiction and only to the extent of the invalidity or unenforceability and such effect shall not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions of the Contract in any jurisdiction.
- 12.4 The Journey Brochure is valid for the Journey Departure Dates within the Validity Period, unless otherwise indicated in Your Itinerary, and supersedes all previous brochures.

13 Additional Important Information

13.1 Air Travel

(a) Airfare Conditions

- (i) All airfares are subject to availability and conditions apply.
- (ii) Our reservations consultant will book an appropriate fare for Your Journey.
- (iii) Some discounted airfares have conditions which make them unsuitable to be used in conjunction with Our Journeys. Full details and conditions may be obtained from Our reservations consultant or Your travel agent. If You have any questions or concerns, please contact Us or Your travel agent.
- (iv) Airfares booked as part of Your Journey may not be a direct flight and some included flights are unescorted. If You request a customised route or direct flight, You will be responsible for all additional costs.
- (v) Depending on departure date and time of booking, the required booking class for airfare offer may be too far in advance to book with the appropriate airline. If the required booking class is unavailable, air surcharges may apply. The flight quote including air taxes and surcharges will be confirmed once all air sectors are booked and confirmed.
- (vi) Taxes (including all airline and government taxes and surcharges) are subject to change and will be advised at the time of flight reservation.
- (vii) All flights are subject to schedule changes and class downgrades, as determined by the operating airline. You acknowledge and agree that We shall not be liable to You for any costs associated with these changes.
- (viii) All airfares are subject to availability and scheduled for travel to meet the Journey Departure Dates set out in the Journey Brochure. Any requests outside of the Journey dates may incur seasonal surcharges, as enforced by the airline.

(b) Airport Transfers

- (i) Airport transfers are only available on the first and last day of Your Journey and at times We designate. Transfers outside these times will be at Your expense and must be secured by Your own arrangements.
- (ii) Passengers who have purchased Our pre and / or post Journey hotel accommodation and airfares will be provided with airport transfers to and / or from their hotel in the Journey start or end city only (as applicable), on the day of the pre

or post accommodation booking (as applicable).

- (iii) If You do not book Your flights with Us, You must ensure Your flight details are provided to Us at least 60 days before the Journey Departure Date by:
 - (A) entering Your flight details at the trip personaliser on Our website; or
 - (B) contacting Us at the Customer Service Contact Address.
- (iv) No refund will be given for unused transfers. Transfers cannot be routed to other pick-up points or destinations.
- (v) If You miss the pre-booked transfer, You will be responsible for making Your own way to the Journey departure point, at Your own expense.
- (vi) Unless expressly stated in Your Itinerary, airport transfers may be group transfers scheduled to coincide with multiple flight arrival and departure times. Private transfers, including Royal Suites transfers (available for Scenic Brand only) are not available in all locations. Please enquire for further details.
- (c) Carriers: The carriers (including airlines, rail, and sea carriers used in association with the Journeys) are not responsible for statements or features in Journey Brochures. The conditions of sale of each carrier constitute a separate contract between You and the carrier, and We shall have no responsibility or liability in relation to contracts between You and the carriers.

13.2 Hotel Accommodation

- (a) Substitution: We may substitute a hotel accommodation of a similar standard in place of the advertised hotel due to hotel availability issues. Any changes will be notified once confirmed with the hotel.
- (b) Responsibility: Although We have taken reasonable steps to secure the most suitable hotel accommodation in the area of the Journey, We shall not be liable to You for the quality, size, or fitness of hotel rooms.

13.3 Antarctica or Arctic & Fjords

If You are travelling to Antarctica or Arctic & Fjords on a Journey, You must provide to Us, at least 10 days before the Journey Departure Date, proof that You are insured for that Journey under a comprehensive travel insurance policy that includes medical evacuation coverage.

14 Contact Details

- 14.1 To make, change, or cancel a Booking, or to make any enquiries regarding a Booking, or to otherwise give Us any notice in accordance with the Contract, You should contact Our customer service centre as follows:

Email: info@scenicusa.com

Telephone: 1 844 277 9029

Address: 4000 Hollywood Blvd., Suite 625-S Hollywood, FL 33021

- 14.2 We will use the Guest Contact Details if We need to contact You before the Journey Departure Date. It is therefore very important that You keep the Guest Contact Details up to date and notify Us immediately of any changes. To update Your Guest Contact Details, please contact Us at the Customer Service Contact Address.