

Crystal Cruises: General Ticket Terms & Conditions

Crystal Cruises

2016-2018 GENERAL TICKET TERMS & CONDITIONS

IMPORTANT NOTICE TO GUESTS: THE FOLLOWING TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN CRYSTAL CRUISES AND YOU. PLEASE READ THEM CAREFULLY, AS WE ARE BOTH BOUND BY THEM. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. THIS IS A CONTRACT WHICH AFFECTS YOUR LEGAL RIGHTS, PARTICULARLY SECTION 13 GOVERNING THE PROVISION OF MEDICAL SERVICES AND SECTIONS 17, 18, 20, AND 21 LIMITING CRYSTAL'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, LIMITING YOUR RIGHT TO SUE, AND REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS.

1. Definitions: The term "Ticket" refers to the terms and conditions of this passage contract as indicated below. The term "Guest" refers to a passenger on the ship and includes every person named on the face of the Ticket; the term "Ship" includes the ship named in the Ticket or any ship substituted for the ship named in the Ticket, and its tenders or any other means of conveyance controlled by Crystal Cruises; the term "Crystal Cruises" or "Crystal" includes the Ship, its owner, operator, manager, charterer and agents, any and all affiliated or related companies and the sales representatives and all employees, officers, crew, pilots, and agents of such individuals and companies.

2. Cruise Fare:

A) Cruise fare includes all normal shipboard services and facilities plus all nonalcoholic beverages, select wines and liquors, and gratuities for housekeeping, dining and bar staff. The cruise fare does not include cruise port, security, navigation, berthing, stevedoring, and baggage handling/storage charges, fuel surcharges, fees or charges imposed by governmental or quasi-governmental authorities, shore excursions, sightseeing or meals ashore, taxes, gratuities, visa fees, laundry or valet service, or any item or service whatsoever of a personal nature, such as medical treatment, expenses incurred on board or ashore in connection with medical treatment, medical condition, or medical debark, massage, spa services or hairstyling for which separate charges may be imposed. Transfers between the airport and ship on the day of embarkation and disembarkation are included for full-fare Guests purchasing Crystal Cruises' Optional Air/Sea Program described below. Cruise fare does not include miscellaneous charges levied by the air carriers for services, including but not limited to luggage, meals, special seat assignments or any other airline-provided service, which are the Guest's responsibility. Details regarding such fees are available on the individual airlines' websites.

B) All offers may not be combinable with other promotions, apply to first two Guests in stateroom or Suite, are capacity-controlled, subject to availability and may be changed or withdrawn at any time. Crystal Cruises reserves the right to collect the rate in effect at the time of sailing, including, but not limited to, the fact that if the Guest is on a waitlist and is subsequently confirmed, such confirmation will be subject to Cruise Fares and Optional Air/Sea Program costs in effect on the date that the cruise is confirmed. Fuel surcharges may be added at any time to defray fuel cost increases, even if the Fare has been paid in full.

3. Non-Transferability/Binding Effect: The Ticket is valid only for the Guest or Guests named on the ticket for the date and Ship indicated. It may not be sold or transferred. The Terms and Conditions of the Ticket are binding on, and confer benefits to, the Guest, the Guest's spouse, heirs, executors, administrators, personal representatives, dependents and next of kin. The Guest represents and warrants that he or she is duly authorized by and on behalf of all Guests (including children) named on the Ticket to agree to all of the terms and conditions of the Ticket and to bind all such Guests to such terms and conditions.

4. Embarkation: The Guest is required to be on board the Ship at least 2 hours before departure time. At the time of embarkation the Guest is responsible for having received all medical inoculations necessary for the voyage and having in his or her possession the Ticket, valid passport, visas and other documents necessary for the scheduled ports of call and disembarkation. If the Guest does not have proper documentation he or she will not be allowed to board the Ship.

5. Cancellations or Category Downgrades Prior to Embarkation; Guest's Travel Agent: Cancellation or category downgrade requests must be made by telephone or in writing to Crystal Cruises. The charts below set forth the time by which the request must be received by Crystal Cruises prior to the Optional Crystal Air/Sea Program or, for non-Air/Sea Guests, the Cruise, departure date ("Departure Date"), and the cancellation fee which will be charged. In the event of a cancellation, a full refund of Total Fare (including cruise, air, hotel and Extended Land Programs); and in the event of category downgrade, full refund of the cruise-only difference between the original category and the downgraded category, will be made to the Guest through the travel agent, except as noted herein below. Guest hereby agrees that losses sustained by Crystal in the event of Guest's cancellation would be very difficult or impossible to quantify, and that the fees set forth in the below cancellation or category downgrade charts represent a fair and reasonable assessment as liquidated damages. Since a cancellation or category downgrade likely means a diminished opportunity to sell the same space on other cruises, the cancellation fees in the charts below apply regardless of a name change or stateroom resale. See info below for appropriate voyage and year policy.

CANCELLATION OR CATEGORY DOWNGRADE FEES

ALL 2015 - 2017 VOYAGES including all Grand Cruises (6201-6207; 7201-7207)

91 + days	Full Refund
90-46 days to sailing	20%
45-31 days to sailing	50%
30 days to sailing	100%

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2015 FULL World Cruise and Combos of 53+ days or more

2016 FULL World Cruise and Combos of 56+ days or more

2017 FULL World Cruise and Combos of 51+ days or more

151+ days	Full Refund
150-91 days to sailing	20%
90-61 days to sailing	50%
60 days to sailing	100%

2015 World Cruise Segments/combos of 52 days or less

2016 World Cruise Segments/combos of 55 days or less**2017 World Cruise Segments/combos of 50 days or less**

91+ days	Full Refund
90-61 days to sailing	20%
60-31 days to sailing	50%
30 days to sailing	100%

2016 Northwest Passage Voyage 6319

After deposit	\$500
181-121 days prior to sailing	20%
120-61 days prior to sailing	50%
60 days prior to sailing	100%

All appropriate refunds will be made to the Guest through the travel agent, except for those payments made by credit card, in which case the amount of the refund will be credited directly to the cardholder's account. Any inquiries about a refund must be made by the Guest to the travel agent. Some agents may, at their discretion, withhold an agency cancellation fee. Crystal Cruises will not be responsible for the receipt by the Guest of refund monies, except for those refunds made to credit cardholder's account. A travel agent used by the Guest acts solely for the Guest and is deemed the agent of the Guest. Crystal Cruises is not responsible for the financial condition or any actions of any such travel agent. If the agent fails to remit to Crystal Cruises any money paid by the Guest to the travel agent, the Guest remains liable for the fare due to Crystal Cruises, regardless of when Crystal Cruises demands the payment. Any refund made by Crystal Cruises to an agent on behalf of the Guest is considered, for purposes of this Ticket contract, as being the same as payment to the Guest, whether or not the travel agent delivers the refund money to the Guest. Receipt of any documentation or information by the Guest's travel agent, including, but not limited to, this Ticket contract, is deemed to constitute receipt by the Guest.

6. Baggage, Valuables and Other Possessions: Each Guest may bring aboard the Ship a reasonable amount of clothing and personal effects without charge, subject to airline restrictions. All baggage must be securely packed and distinctly labeled with the Guest's full name, the name of the Ship, the stateroom number of the Guest and the sailing date of the Ship. All checked baggage must be locked.

A) Guest must personally carry baggage containing breakable items and valuables, including, but not limited to, jewelry, watches, money, precious stones and metals, securities, checks, other financial instruments and/or tickets, at all times during transit, including, but not limited to, on and off the Ship. Guest should not give such baggage containing breakable items or valuables to anyone at any time, including, but not limited to, porters, Ship personnel or anyone else who is not known personally to the Guest, regardless of any assurances given to Guest that it is safe to do so, at any time, including, but not limited to, during transit to and from the airport, arrival at the Ship, boarding and checking into Guest's stateroom, or at any other time while traveling. Such baggage is the full and sole personal responsibility of the Guest at all times. Such baggage may not be included with checked baggage. Guests are personally responsible for their baggage throughout the travel process and should personally ensure that their valuables are carried to their staterooms and stored appropriately in the stateroom safe or in the Ship safe available at the front desk. Crystal Cruises is not responsible for loss of or damage to any such items.

B) Weapons, ammunition, explosives, substances that are hazardous, disabling, or illegal, or any other article that in the opinion of the master shall be deemed dangerous, are strictly prohibited aboard the Ship. Such additional dangerous articles include, but are not limited to, firearms, stun guns, swords, ice picks or knives. A more

comprehensive list of prohibited items is available through Crystal Cruises' Onboard Guest Services. Any such items shall be surrendered to the Captain at embarkation, and may be disposed of at the sole discretion of the Captain.

7. Liability Limitations for Loss of or Damage to Property: The total value of the luggage, valuables and other personal belongings of a Guest aboard the Ship who does not purchase Crystal Cruises' Cruise Protection Program, as set forth in paragraph 8 shall be deemed not to exceed the amount of U.S. \$250 per Guest, and Crystal Cruises' liability, if any, for loss of or damage to such belongings is limited to a maximum of U.S. \$250 per Guest, unless the Guest shall deliver to Crystal Cruises, in writing and prior to embarkation, a declaration of the true value of the property and pay to Crystal Cruises prior to embarkation a sum equal to 5% of the excess of the agreed values set forth herein. In that event, the liability of Crystal Cruises, if any, shall not exceed the declared value. If a Guest travels by air or other transportation, the terms and conditions of the airline or other transportation provider apply to the Guest's carriage on those conveyances, and Crystal Cruises shall not have any liability for loss or damage to luggage, valuables and other personal belongings arising out of, or related to, such air or other travel.

A) Crystal Cruises provides safekeeping for valuables aboard Ship and encourages Guests to deposit any jewelry or other valuables brought aboard the Ship with the Reception Desk staff who will issue a receipt for such valuables. Crystal Cruises provides an in-room personal safe for your convenience. However, Crystal Cruises shall not be liable, in any event, for any loss of or damage to money, jewelry, watches, precious stones and metals, securities, financial instruments, tickets, works of art, electronics, computers, digital or flash drive computer equipment, cellular telephones, cameras, video or audio tapes, CDs, binoculars, dental hardware, eyewear, hearing aids, medications, medical equipment, and/or other valuables unless they have been delivered to the Reception Desk for safekeeping and a receipt issued. The value of articles delivered for safekeeping shall also be deemed not to exceed U.S. \$250 unless the Guest declares in writing the articles delivered are of a higher value and pays 5% of the excess of the agreed amounts as set forth in the preceding paragraph.

B) All settlements will be made on the basis of actual cash value (replacement cost, less depreciation) to the extent of the \$250 limit of liability of Crystal Cruises. Claims for damaged items will be settled on the basis of cost of repair. No amount shall be paid in settlement of any claim without proof of the actual cash value, or repair cost, as applicable, arising from the loss or damage. Such proof must be sent to Crystal Cruises. Crystal Cruises' liability must also be proven before any settlement will be paid.

C) Personal belongings lost while unattended in public lounges or other public areas, whether on board the Ship or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, acts of God, or any other cause beyond Crystal's control are not reimbursable.

8. Cruise Protection Program: Crystal Cruises' Cruise Protection Program is insurance available for purchase by Guests. The Cruise Protection Program (including trip cancellation coverage) is administered by Aon Affinity - Berkely Travel. The Cruise Protection Program description of coverage may be obtained from the Crystal Cruises Desk at 1-800-521-4591 FREE or by writing to Crystal Cruises. The Cruise Protection Program is available at the cost in effect at the time of booking. If purchased, the Cruise Protection Program premium must be paid in full with the final cruise payment; it cannot be added at a later date and is not refundable under any circumstances.

A) Cancellation: Cancellation fees will be assessed according to paragraph 5, "Cancellations Prior to Embarkation." Refunds, if any, will be made to Guests who have purchased the Cruise Protection Program and only in accordance with the terms and conditions of the Cruise Protection Program.

B) Baggage Protection: Coverage for loss of or damage to baggage and other personal property of Guests who purchase the Cruise Protection Program is described in the Cruise Protection Program brochure. Such insurance coverage does not include any amounts or any property not specifically set forth in that brochure. Other than as elsewhere stated in this Ticket contract, Crystal Cruises shall have no liability of any kind for any reason for loss of or damage to baggage or personal effects.

9. Itinerary/Right To Change/Detention: Crystal Cruises reserves the right at its sole option and discretion and that of the Captain of the Ship without liability for damages or refund of any kind, to deviate from the Ship's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, to cause the Guest to disembark from the Ship temporarily or permanently, to tow or to be towed or assist other vessels or to perform any similar act which, in its sole judgment and discretion, is justified for any reason. Crystal Cruises may for any reason whatsoever cancel any sailing at any time before departure of the Ship. In such event, Crystal Cruises' only liability will be to refund to the Guest the amount it has received for the Ticket. If a voyage is cancelled due to mechanical failure of the Ship, the Guest will be entitled to a full refund of the cruise fare, or a partial refund for voyages that are terminated early due to those failures. If a voyage is terminated early due to mechanical failure of the Ship, the Guest is also entitled to transportation to the Ship's scheduled port of disembarkation or the Guest's home city, at the discretion and expense of Crystal Cruises, as well as lodging at the unscheduled port of disembarkation, if required, at the expense of Crystal Cruises.

10. Health/Pregnancy/Children/Disability/Wheelchair/Alcohol/Smoking/Security/

Indemnification/Solicitation:

A) The Guest represents and warrants that the Guest is physically, mentally and otherwise fit to travel; that Guest has received all medical inoculations necessary and that he or she will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's officers and medical staff; that his or her conduct will not impair the safety of the Ship or inconvenience other Guests. Crystal Cruises is unable to accommodate women who will enter their 24th week of pregnancy before or during the cruise.

B) Unwed, unrelated couples must be 18 or over to be booked in the same stateroom. Crystal Cruises is unable to accommodate children under 6 months of age and reserves the right to restrict the number of those under 3 years of age aboard the Ship. Any child under the age of 18 must be accompanied by an adult over the age of 21. In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by Crystal Cruises at least 30 days prior to sailing. Guests age 17 and under must be in a stateroom either with a parent or a guardian over 21 years of age. No one under the age of 18 is permitted in the Ship's casino or to participate in any monetary-based games of chance (including Bingo) on board.

C) Guests with any disability, including those primarily confined to wheelchairs or scooters or who use service animals, are recommended to notify Crystal Cruises at the time of booking. Crystal Cruises recommends these Guests be accompanied by someone who is able to assist them both ashore and at sea. Guests acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Some ports of call are anchorage ports, and physical conditions may preclude these Guests from going ashore. This decision must be made by the Captain of the Ship based on safety and is binding. Guests requiring a wheelchair or scooter must bring their own. Motorized scooters must not

exceed 22” in width. Crystal Cruises reserves the right to limit the number of scooters on board. Portable oxygen tanks and oxygen concentrators may be used on board, provided that Crystal Cruises’ Onboard Guest Services is notified at least 30 days prior to sailing. Crystal Cruises has a limited number of accessible staterooms available on a “first-come, first-served” basis. Crystal Cruises is obligated by law to investigate and pursue those individuals fraudulently requesting and using accessible staterooms. Crystal Cruises understands a service animal to be any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Animals that are not trained to do work or perform tasks are not considered to be service animals. Emotional support animals, which provide emotional support, well-being, comfort, or companionship to an individual with disabilities but are not trained to do work or perform tasks, are not considered to be service animals. Pets and other animals who are not service animals are not allowed on board the Ship.

D) The Guest hereby consents to a reasonable search being made of the Guest’s person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of Crystal Cruises impair the safety of the Ship, be illegal or inconvenience other Guests.

E) Guest understands and agrees that Guests must be at least 18 years old to be served wine and beer, and at least 21 years old to be served spirits. When docked or anchored in U.S. ports, within the three-mile limit, guests must be at least 21 years old to be served any alcoholic beverage. Guest agrees not to attempt to provide or consume alcoholic beverages in violation of this policy, either for themselves or others. Guest agrees to consume alcoholic beverages only in moderation and Crystal Cruises reserves the right to refuse alcoholic beverages to any intoxicated or underage Guest. Crystal Cruises reserves the right to prohibit and retain all liquor brought aboard the Ship. Guest agrees to abide by this provision.

F) Guests shall observe the nonsmoking areas on board the ships. Indoor smoking is permitted only in the Connoisseur Club smoking lounge. Smoking is prohibited in all other indoor areas of the ship including all other public rooms, lounges, corridors and restaurants, as well as all staterooms, suites and verandahs. If smoke is detected in a stateroom or suite, a cleaning fee of \$250 per occurrence will be billed to Guest's account. Outdoor smoking is allowed in a limited number of designated spaces as follows: **Cigarette (including e-cigarette) smoking:** Decks 10, 9 and 8 Aft on Crystal Symphony and Crystal Serenity; Deck 11 Aft Crystal Serenity; Seahorse pool area, port side only Promenade Deck. **Cigar & Pipe smoking:** Decks 10, 9 and 8 Aft on Crystal Symphony and Crystal Serenity; Deck 11 Aft Crystal Serenity. Fines will be charged for violations in accordance with this policy. If there is ongoing violation of the non-smoking policy, more stringent consequences, including disembarkation without refund, may be ordered by the Captain.

G) The Guest shall indemnify Crystal Cruises for all penalties, fines, charges, losses or expenses incurred or imposed upon Crystal Cruises or the Ship by virtue of an act or violation of law by the Guest.

H) The Guest agrees that he or she shall not solicit for commercial purposes Guests or others on board the Ship, or advertise goods or services on board the Ship without the prior written permission of Crystal Cruises. Solicitation by vendors of goods and services, including, but not limited to, solicitation by travel agents, is strictly forbidden.

11. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION; CONFINE GUEST TO STATEROOM OR DISEMBARK GUEST.

A) Crystal Cruises reserves the right to refuse booking of passage on a Cruise to any person or to cancel Guest’s existing Cruise reservation for any reason and regardless of a Guest’s Crystal Society level or existing benefits.

Any person(s) refused booking or passage in advance of the scheduled sailing by Crystal Cruises will be given a refund of their Cruise Fare unless such refusal is due to the action or inaction of Guest. Crystal Society milestones have no cash value and therefore will not be refunded.

B) Crystal Cruises, without any liability, including liability for refund, payment, compensation or credit, except as provided herein, may disembark or refuse to embark Guest because of the action or inaction of Guest, confine Guest in a stateroom, quarantine Guest, restrain Guest, change Guest's accommodations or disembark Guest at any time if, in the sole opinion of Crystal Cruises, the Captain or any Doctor, Guest or any minor or other person in Guest's care during the Cruise are unfit for any reason for the Cruise, or Guest's presence might be detrimental to Guest's health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason. The Captain of the Vessel has the right in his sole discretion to make decisions in this regard for the safety and security of the Vessel and the health, safety and security of those on board.

C) Crystal Cruises reserves the right to request a letter from Guest's physician attesting to Guest's fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark Guest as set forth herein. If Guest is required to remain on board the Ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Crystal Cruises, Guest must pay or reimburse Crystal Cruises for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services including but not limited to such costs incurred by or on account of services provided by port agent and other shoreside service providers, including luggage shipping costs for Guest and those accompanying Guest. Guests who will enter the 24th week of pregnancy by the last day of the Cruise may not book the Cruise or board the Ship.

D) If the Guest is refused passage or leaves the Ship prior to the end of the cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, Crystal Cruises will not be liable or required to refund any portion of the Ticket price, or to be responsible for any payment, compensation or credit of any kind or for any of the Guest's costs.

E) The provisions of Regulation 1177/2010 on Passenger Rights when Travelling by Sea and Inland Waterways will apply where the Port of embarkation is in the EU.

12. Independent Contractors/Shore Tours/Limit of Liability:

A) Tours, including pre-cruise, post-cruise and other shore excursions, including hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by Crystal Cruises, are not under the operation or control of Crystal Cruises, and Crystal Cruises makes no representation of any kind as to them, and takes no responsibility for them, even if, as a convenience to Guests, Crystal Cruises provides an escort. Crystal Cruises takes no responsibility for air or other transportation under any circumstances. Guests must assume responsibility for their actions while ashore and for their participation in shore activities.

B) The Guest shall have no right to any refund and Crystal Cruises shall have no obligation or liability of any kind to the Guest for acts or omissions in connection with or arising out of arrangements with independent contractors since they are not agents or employees of Crystal Cruises. Arrangements with independent contractors include, but are not limited to, the following: i) services or products available for the Guest's convenience on board the Ship and furnished by barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others; ii) services, products or transportation provided elsewhere than on board the Ship which are furnished by others in connection with sightseeing tours, pre-cruise and post-cruise tours,

excursions and shore trips, including, but not limited to, tender service, whether arranged or organized by tour operators, travel agents or Crystal Cruises.

C) The independent contractors shall be entitled to charge for any products sold, services rendered or transportation provided to the Guest either directly or, as a convenience to Guests, through Crystal Cruises, for which services Crystal Cruises is entitled to impose a charge and earn a profit. Refunds will not be given for partially used services. No refund will be made for missed hotel nights or other program features due to airline delays or other factors beyond the control of Crystal Cruises. Hotel Programs and Extended Land Programs are subject to the same cancellation policy as described in "Cancellations Prior to Embarkation."

D) Guest and Crystal agree and intend that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in the Ticket applicable to Crystal Cruises and the Ship, including, but not limited to, Sections 5, 6, 7, 9, 11, 13, 17, 18, 19, 20, and 21 shall in all respects inure also for the benefit of certain third parties including: the Ship's tenders, the officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, photographers, shore excursion providers, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, regardless of whether provided at sea or on shore, and regardless of whether belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

E) Crystal Cruises will arrange air transportation upon a Guest's request as a separate service. If a Guest chooses this optional service, Guest authorizes Crystal Cruises to select the air carrier, routing and schedule and to substitute charter flights for scheduled air or vice versa. If due to any cause beyond our control, Crystal Cruises is unable to arrange for air travel or the air travel we arrange is unavailable or otherwise fails to materialize, our liability will be limited to refunding the optional air add-on amount paid to Crystal less any applicable change or special deviation fees. Crystal assumes 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. In arranging transportation, Crystal acts solely for the convenience of the Guest and not as agent or principal for the air carrier. The liabilities and obligations of an airline to the Guest and the Guest's rights as an airline passenger are governed exclusively by the terms and conditions of the airlines' tickets and tariffs.

Crystal Cruises does not own or operate the air carrier, ground transportation or hotels, and is not liable in any way for loss, damage, injury, illness or death arising in conjunction with the services provided by these independent contractors.

13. Non-Liability for Medical Treatment:

A) Doctors and/or nurses are on board the Ship for the treatment of crew members and for the convenience of the Guest and at the request of the Guest, give medical assistance to the Guest. Crystal Cruises does not undertake to treat or care for the Guest medically. Crystal Cruises shall not be liable for any aspect of medical treatment provided to the Guest, including, but not limited to, the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish the Guest. It may be necessary for the Guest to obtain shoreside medical services during or after the cruise in countries other than the United States in which a different standard of medical care applies than that to which the Guest may be accustomed. Crystal Cruises makes no warranty as to the quality of any such medical services.

B) The Guest hereby consents to treatment by the Ship's doctor or other medical personnel, if any, or by a physician designated by Crystal Cruises, if subsequent to embarkation the Guest is unable to request or authorize such treatment and in the opinion of the Ship's doctor needs medical attention.

C) The Guest shall be charged for medical services and for medications and supplies used for his or her medical treatment. The Guest shall also be responsible for the payment of any medical expenses and other expenses in connection with medical debark and medical conditions incurred ashore.

14. Payments by the Guest and Extra Expenses: Any and all payments by the Guest to Crystal Cruises shall be made in currency of the United States of America, or other currency acceptable to Crystal Cruises. All charges for services and products provided on board the Ship must be settled in cash, traveler's checks, and personal checks to limits acceptable to Crystal Cruises or credit card acceptable to Crystal Cruises before the Guest's final disembarkation from the Ship. Any other expenses incurred by the Guest or by Crystal Cruises on behalf of the Guest shall be payable by the Guest on demand.

15. No General Average: Guests shall neither pay nor receive any general average contribution with respect to any property.

16. Use and Display of Likeness: Crystal Cruises has the exclusive right to include photographic, video and other visual portrayals of Guest in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Crystal Cruises' sole property, free from any claims by Guest or any person deriving any rights or interest from Guest. Crystal Cruises publishes and distributes a Guest List during each Cruise upon request. Guests who do not wish to be included in the Guest List must so advise Crystal Cruises no later than the time of embarkation on the Ship.

Guest expressly agrees not to use any photograph, video recording or other visual or audio portrayals of Guest 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 Crystal Cruises.

17. TIME LIMITS AND NOTICE REQUIREMENTS FOR CLAIMS:

A) FOR ILLNESS, INJURY OR DEATH: ANY INCIDENT OR ACCIDENT RESULTING IN EMOTIONAL INJURY, BODILY INJURY, ILLNESS OR DEATH TO A GUEST MUST BE REPORTED IMMEDIATELY TO A SHIP'S OFFICER. CRYSTAL CRUISES WILL NOT BE LIABLE THEREFORE AND NO LAWSUIT MAY BE BROUGHT EXCEPT AS PROVIDED BY LAW AND THEN ONLY IF WRITTEN NOTICE GIVING FULL PARTICULARS OF THE CLAIM IS DELIVERED TO CRYSTAL CRUISES WITHIN 6 MONTHS OF THE INCIDENT OR ACCIDENT AND SUIT IS FILED WITHIN 1 YEAR OF THE INCIDENT OR ACCIDENT ALLEGED TO HAVE CAUSED THE INJURY, ILLNESS OR DEATH, AND SERVED WITHIN 90 DAYS OF SUCH FILING. IF A WRITTEN CLAIM IS NOT MADE AND SUIT IS NOT FILED AND SERVED WITHIN THE TIME PROVIDED IN THIS PARAGRAPH, THEN THE GUEST WAIVES AND RELEASES ANY RIGHT HE OR SHE MAY HAVE TO MAKE A CLAIM AGAINST CRYSTAL CRUISES FOR ANY SUCH EMOTIONAL INJURY, BODILY INJURY, ILLNESS OR DEATH.

B) FOR PROPERTY, CONTRACT AND ALL OTHER NON-PERSONAL INJURY CLAIMS: A WRITTEN CLAIM FOR LOSS OF OR DAMAGE TO BAGGAGE, VALUABLES AND OTHER PERSONAL BELONGINGS MUST BE MADE TO CRYSTAL CRUISES BEFORE THE GUEST LEAVES THE DISEMBARKATION AREA TO ENABLE

CRYSTAL CRUISES TO INVESTIGATE ANY DAMAGE AND TO CONDUCT A SEARCH FOR CLAIMED LOST ARTICLES; ALL OTHER NON-PERSONAL INJURY CLAIMS MUST BE MADE IN WRITING AS SOON AS THEY ARISE; ANY LEGAL ACTION MUST BE INITIATED WITHIN 6 MONTHS FROM THE DATE THE GUEST DISEMBARKS FROM THE SHIP AND SERVED WITHIN 90 DAYS FROM THE DATE OF INITIATION OR THE GUEST WAIVES AND RELEASES ANY RIGHT HE OR SHE MAY HAVE TO MAKE A CLAIM AGAINST CRYSTAL CRUISES FOR ANY SUCH LOSS OR DAMAGE. IN RESPECT OF CLAIMS ARISING ON CRUISES OUTSIDE THE U.S. MADE UNDER EU REGULATION 392/2009, LIABILITY FOR LOSS OF OR DAMAGE TO PROPERTY IS LIMITED TO THE AMOUNTS SPECIFIED THEREIN. GUESTS EMBARKING A CRUISE IN A EUROPEAN MEMBER STATE PORT ARE ALSO AFFORDED RIGHTS UNDER EU REGULATION 1177/2010. FOR MORE INFORMATION ABOUT THE APPLICABLE EU REGULATIONS, PLEASE VISIT [HTTP://WWW.CRYSTALCRUISES.COM/LEGAL.ASPX?STB=1&JLT=EU|REGULATION&TPTB=78](http://www.crystalcruises.com/legal.aspx?STB=1&JLT=EU|REGULATION&TPTB=78). FOR A COPY OF EU REGULATION 392/2009, VISIT [HTTP://EUR-LEX.EUROPA.EU/LEGAL-CONTENT/EN/TXT/?URI=URISERV:TR0018](http://eur-lex.europa.eu/legal-content/en/txt/?uri=uriserv:tr0018). FOR A COPY OF EU REGULATION 1177/2010, VISIT [HTTP://EUR-LEX.EUROPA.EU/LEGAL-CONTENT/EN/ALL/?URI=CELEX:32010R1177](http://eur-lex.europa.eu/legal-content/en/all/?uri=celex:32010R1177).

18. Liability Limitation for Loss of Life or Injury:

A) Crystal Cruises hereby disclaims all liability to the Guest for damages for infliction of emotional distress, mental anguish or psychological injury of any kind under any circumstances, when such damages were not the result of physical injury to the Guest caused by the negligence of Crystal Cruises, not the result of the Guest having been at actual risk of physical injury where such risk was caused by the negligence of Crystal Cruises, or not intentionally inflicted by Crystal Cruises.

B) The liability of Crystal Cruises for the death of or injury to a Guest shall be subject to all exemptions from and limitations of liability provided in or authorized by the laws of the United States and all of the restrictions and exemptions from liability provided in the Ticket. Crystal Cruises shall have the benefit of all Statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including, but not limited to, Statutes of the United States of America as set forth at 46 U.S.C. Sections 30501 – 30509 and 30511. Nothing in the Ticket is intended to nor shall operate to limit or deprive Crystal Cruises of any such statutory limitation of or exoneration from liability, or of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability.

C) For all cruises that do not call at a port of the United States of America and begin or end in a European Union member State, Crystal's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per passenger, (approximately U.S. \$552,000 as of October 2016 which fluctuates depending on the daily exchange rate as published by the International Monetary Fund at http://www.imf.org/external/np/fin/data/rms_sdrv.aspx) if the passenger proves that the incident was a result of Crystal's fault or neglect. If 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 EU Regulation 392/2009), Crystal's liability is limited to no more than 250,000 SDRs per passenger (approximately U.S. \$345,000, which fluctuates depending on the daily exchange rate as published by the International Monetary Fund at http://www.imf.org/external/np/fin/data/rms_sdrv.aspx). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs per passenger unless Crystal proves that the shipping incident occurred without Crystal's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Crystal's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to

the lower of 250,000 SDRs per passenger or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For more information about EU regulations, please visit <http://www.crystalcruises.com/legal.aspx?stb=1&JLT=EU|Regulation&tptb=78>, or for a copy of EU Regulation 392/2009, visit <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=URISERV:t0018>.

19. Force Majeure: Except as provided in Paragraph 9, Crystal Cruises shall not be liable in any way to the Guest for death, injury, illness, damage, delay or other loss or detriment to person or property or for Crystal Cruises' failure to commence, perform and/or complete any duty owed to the Guest if such death, injury, illness, damage, delay or other loss or detriment to person or property is caused by act of God, war or warlike operations, terrorist activities, civil commotions, labor difficulties, whether or not Crystal Cruises is a party thereto, interference by authorities, requisitioning of the Ship, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Ship, fire, or any other cause whatsoever beyond the control of Crystal Cruises.

20. Choice of Law/Limitation of Liability: The Ticket and all other rights and duties of Guests and of Crystal Cruises will be construed, and disputes resolved, in accordance with the general maritime law of the United States without regard to conflict of law principles. In addition to the limitations of liability expressly provided in the Ticket, Crystal Cruises shall be entitled to the maximum protection allowed by law, including any statutory protection as to the amount of damages recoverable. In no event, however, will Crystal Cruises be liable for any damage, loss, injury or death not caused by the negligence of Crystal Cruises.

21. FORUM; CLAIMS SUBJECT TO BINDING ARBITRATION; AND WAIVER OF CLASS ACTION

a. ARBITRATION OF CERTAIN CLAIMS AND FORUM FOR SMALL CLAIMS: ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A GUEST, 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 TICKET CONTRACT OR GUEST'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, BETWEEN THE GUEST AND CRYSTAL CRUISES, WITH THE SOLE EXCEPTION OF CLAIMS BROUGHT AND LITIGATED EXCLUSIVELY IN SMALL CLAIMS COURT IN LOS ANGELES COUNTY, CALIFORNIA, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN LOS ANGELES COUNTY, CALIFORNIA, U.S.A., TO THE EXCLUSION OF ANY OTHER FORUM. GUEST HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ARBITRATION PROCEEDING IN LOS ANGELES COUNTY, CALIFORNIA. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE IN EFFECT AT THE TIME OF FILING THE DISPUTE WITH NAM WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. INFORMATION WITH RESPECT TO NAM CAN BE REVIEWED ON THE NAM WEBSITE (www.namadr.com), AND NAM CAN BE CONTACTED IF THERE IS ANY QUESTION AT (800)358-2550, ATTENTION CLAIMS DEPARTMENT, 990 STEWART STREET, FIRST FLOOR, GARDEN CITY, NY 11530. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-

ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT IN LOS ANGELES COUNTY, CALIFORNIA). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CRYSTAL CRUISES WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. CRYSTAL CRUISES AND GUEST FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE GUEST ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF CLAUSE (c) BELOW GOVERNING FORUM AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS CLAUSE.

b. FORUM FOR LAWSUITS: EXCEPT AS OTHERWISE PROVIDED FOR CLAIMS SUBJECT TO ARBITRATION, GUEST AND CRYSTAL CRUISES AGREE IRREVOCABLY THAT ANY DISPUTE WHATSOEVER ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENT TO THIS TICKET/CONTRACT OR GUEST'S CRUISE INCLUDING ANY CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH, SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA IN LOS ANGELES, OR AS TO THOSE LAWSUITS OVER WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. THE GUEST HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY OBJECTION TO VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN SUCH COURTS.

c. CLASS ACTION WAIVER: THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION OR ARBITRATION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY LAWSUIT OR ARBITRATION AGAINST CRYSTAL CRUISES WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION. INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION.

22. Interpretation: Should any provision of the Ticket be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from the Ticket and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of the Ticket are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice versa.

23. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED: ALL WARRANTIES INCLUDING

WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT. CRYSTAL CRUISES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

24. Notice Concerning Safety, Security and Health: Crystal Cruises endeavors at all times to exercise reasonable care for Guests' comfort and safety on board its Ships. Crystal Cruises cannot guarantee freedom from all risks associated with war, terrorism, crime, health risks or other potential sources of harm. Crystal Cruises reminds all Guests that they must ultimately assume responsibility for their activities while ashore and for their other travel choices. The U.S. Dept. of State and government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to such agencies' perceptions of risks to travelers. Crystal Cruises recommends that Guests and their travel agents obtain and consider such information when making travel decisions.

25. Written Notices: Except as otherwise expressly provided in the Ticket, all written notices required by the Ticket must be mailed, postage prepaid, to:

Crystal Cruises
11755 Wilshire Blvd. Suite 900
Los Angeles, CA 90025

26. THE PROVISIONS OF THE TICKET REPRESENT THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN THE GUEST AND CRYSTAL CRUISES. THE GUEST'S ACCEPTANCE OF THE TICKET CONSTITUTES THE GUEST'S CONSENT TO THESE PROVISIONS. THESE PROVISIONS SUPERSEDE ANY ORAL OR WRITTEN REPRESENTATIONS, WITH THE EXCEPTION OF THE PROVISIONS OF THE CRUISE LINES INTERNATIONAL ASSOCIATION (CLIA) [PASSENGER BILL OF RIGHTS](#), TO WHICH CRYSTAL CRUISES AGREES AND WHICH IS SET FORTH ON THE CRYSTAL CRUISES WEBSITE AT crystalcruises.com. IF THE PROVISIONS OF THE PASSENGER BILL OF RIGHTS ARE INCONSISTENT WITH THE PROVISIONS OTHERWISE SET FORTH IN THIS TICKET, THEN THE PROVISIONS OF THE PASSENGER BILL OF RIGHTS SHALL PREVAIL. ANY CHANGE IN THESE PROVISIONS MUST BE IN WRITING AND SIGNED BY THE PRESIDENT OF CRYSTAL CRUISES AND MAY REQUIRE A COMMENSURATE INCREASE IN FARE. THESE TERMS & CONDITIONS ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. THE PROVISIONS OF THE TICKET WITH RESPECT TO LIABILITY LIMITATIONS, CLAIMS, TIME LIMITS, NOTICE, JURISDICTION AND DISPUTE RESOLUTION ARE FOR THE BENEFIT OF CRYSTAL CRUISES AND ANY AGENTS, INDEPENDENT CONTRACTORS, CONCESSIONAIRES AND/OR SUPPLIERS OF CRYSTAL CRUISES.

General Ticket T&C

October 2016

16_17_18 General Ticket T&C

10/21/16 Final Website