



## IMPORTANT NOTICE

### PASSENGER TICKET CONTRACT TERMS AND CONDITIONS

**IMPORTANT NOTICE:** THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AS OUR PASSENGER AND THE CARRIER IDENTIFIED BELOW (“PASSENGER TICKET CONTRACT TERMS AND CONDITIONS”). THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS CONTAIN SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING DEATH OR INJURY CLAIMS, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS CAREFULLY. UPON RECEIPT OF YOUR DEPOSIT, OR FULL PAYMENT, OR UPON RECEIPT OF A CONFIRMATION LETTER OR FINAL INVOICE FROM US, BOTH THE PASSENGER AND THE CARRIER WILL BE FULLY BOUND BY ALL OF THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS WHICH FOLLOW, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION. VACATION PROTECTION INSURANCE COVERAGE (INCLUDING OUT-OF PROVINCE HEALTH INSURANCE IN CANADA) AND TRIP CANCELLATION INSURANCE IS STRONGLY RECOMMENDED. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS.

#### 1. DEFINITIONS.

- a. The words “you”, “your”, “guest” and “Passenger” mean all persons, including minors, traveling under this Passenger Ticket Contract Terms and Conditions and each person’s heirs and personal representatives. Your acceptance of this Passenger Ticket Contract Terms and Conditions represents your acknowledgment and acceptance of these Passenger Ticket Contract Terms and Conditions for you and for all other persons traveling under these Passenger Ticket Contract Terms and Conditions, all of whom accept and agree to all the conditions of carriage either written here or which we may separately notify you of in writing.
- b. The words “we”, “us”, “our” and “Carrier” means the operator of the specific ship for your cruise tour which will be either Viking River Tours LTD, Viking Ocean Cruises LTD , Viking Ocean Cruises II LTD, or Viking Cruises USA LTD, each a corporation organized and existing in current good standing pursuant to the laws of Bermuda, which words also include the Owner, Charterer, Operator, Manager, and their respective Agents, Servants and Employees and the Ship itself, and except as specifically noted below, Independent Contractors (including Caterer and Concessionaires).
- c. The word “Ship” means the vessel chartered, operated, or provided by us as the Carrier on which you, as our Passenger, will be traveling.
- d. The word “Master” means the Captain of the Ship or any person who acts under his authority.
- e. The term “Cruise Fare” means the total amount we charge in our invoice and which is paid as cruise tour fare and for those additional facilities and services added to the cruise tour, but excludes Optional Facilities, Services Fees and/or personal charges. Gratuities on board and on land are not included in your Cruise Fare. The term “Full Fare” is defined as the full combined Cruise Fare, plus land or air component purchased from Carrier and excluding Optional Shore Excursions.
- f. The terms “Optional Facilities” and “Services Fees” mean all fees and charges which you voluntarily incur for items which may include, but are not limited to vacation protection insurance coverage, visas and prepaid gratuities, which are considered earned as those facilities and services are provided either by the Carrier or by third party providers. The term “Optional Shore Excursion” means those excursions that are not included in the initial cruise tour package but added and paid for by you prior to or during the cruise tour.
- g. The term “prepaid charges” means that separate amount paid by you to cover the cost of authorized government fees and charges concerning the specific itinerary of your cruise tour. Any increase or decrease of authorized government fees and charges may be made the subject of an adjustment to prepaid charges, in our discretion.
- h. The term “Cabin Baggage” means all baggage allowed aboard the Ship and placed in your cabin according to this Passenger Ticket Contract Terms and Conditions. “Other Baggage” means any of your baggage or

other personal property which has been stored in the Ship's baggage room, holds or safe against a receipt at your request.

i. The term "Cabin" or "Stateroom" means those accommodations as provided on your Confirmation and Cruise Vacation Plan.

j. The term "cruise" or "cruise tour" means the cruise on the Ship plus any land tour component, and all product, excursions or tours purchased through Carrier.

2. **IDENTIFICATION.** Your name and the names of all Passengers in your party, the name of the Ship, the sailing date, your accommodations, the date of issuance of this Passenger Ticket Contract Terms and Conditions, your total Cruise Fare and all ports, including embarkation and final destination are as specified on the invoice and itinerary issued as part of these Passenger Ticket Terms and Conditions.

3. **CRUISE FARE.** Upon receipt of payment by you of the total Cruise Fare we agree to transport you from your port of embarkation to the point of final destination according to all of the terms, conditions, limitation and exceptions contained in this Passenger Ticket Contract Terms and Conditions. The Cruise Fare paid by you covers all normal shipboard services, meals, accommodations, facilities and included shore excursions. Optional Facilities, Optional Shore Excursions, and services may be added by agreement subject to these Passenger Ticket Contract Terms and Conditions regarding our liability. You embark when you arrive on the Ship at the start of your cruise, and you disembark when you depart the Ship at the end of your cruise.

4. **CARRIER'S DISCRETION.** As the Carrier, we reserve the right at any time, without notice, to cancel any cruise, to change or postpone the date or time of sailing or arrival, to change your port of embarkation or disembarkation, to provide a different Cabin than the one initially assigned, to shorten the cruise or substitute the Ship or provide for alternate transportation if conditions of any nature prevent the Ship from sailing. If we are required to do any of these things, we will be responsible to you as follows:

a. If we cancel the cruise tour before it has started, we will refund the Cruise Fare that we have actually received or provide another substitute cruise tour.

b. If the scheduled sailing date or time is delayed and as a result of that delay you are not otherwise accommodated on board the Ship, we may arrange shoreside accommodations and food at no additional expense to you for the duration of the delay.

c. If your scheduled port of embarkation or disembarkation is changed, we will arrange transportation to the new port from the originally scheduled port.

d. If any governmental agency publishes an informative announcement regarding travel conditions in or to a specific country or location included in the scheduled itinerary, we reserve the right to operate the cruise tour as scheduled; alternatively, we reserve the right to cancel the cruise tour and return all monies paid.

e. If the cruise tour is shortened or terminated, we will, at our option, either make a proportionate refund of the Cruise Fare or we will transfer you to another ship or your port of disembarkation by other means. If the scheduled length of the cruise tour is increased, you will have no responsibility for the cost of any additional Cruise Fare and we will have no responsibility to pay or compensate you in any manner, including consequential damages. In either of the above circumstances, our responsibility ends once we return you to the point of origination as booked and ticketed by us.

f. We reserve the right, in our sole discretion, to return all monies paid and deny embarkation to any person other than for reasons prohibited by law, including without limitation, those related to discrimination on the basis of race, religion or sexual preference.

g. If we change your Cabin to one of lesser cost, we will refund to you the difference in the cost between the Cabin you paid for and the new one.

h. We do not maintain facilities or services on our Ships for individuals under the age of 18 years. For all cruise tours booked after August 1, 2018 (regardless of departure year), you must be 18 years old on or before the day you are scheduled to embark on the cruise tour.

i. We reserve the right to, and you expressly agree we may, impose a surcharge for significant increase in our fuel costs. For residents of Canada, please see the amendment provisions in the Canadian Addendum to these Passenger Ticket Contract Terms and Conditions. An additional charge may be assessed at any time prior to your payment in full of Cruise Fare in the event that the price of light sweet crude oil according to the NYMEX (New York Mercantile Exchange Index) is greater than \$50.00 USD per barrel of oil.

5. **THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS ARE NON-TRANSFERABLE AND CANCELLATION FEES APPLY.** The itinerary, invoice and these Passenger Ticket Contract Terms and Conditions are not transferable or assignable by you and is valid only on the Ship and for the cruise tour shown hereon. The schedule of payments is based upon the marketing promotion for which your booking was made. Please refer to your invoice for payment terms. No reservations will be issued on a binding basis, nor travel on a cruise tour permitted,

unless we as the Carrier, or our representative receive the required payments. We reserve all rights concerning the pricing and payment for all cruise tours and Cruise Fares. Travel Agents and all other agents are declared to be solely your agents and representatives for the purposes of these Passenger Ticket Contract Terms and Conditions and all further documents concerning the cruise tour. Cruise Fares together with prepaid charges and Optional Facilities and Service Fees incurred are agreed as fully earned and must be otherwise paid by the scheduled departure date and will not be refunded in whole or in part except as otherwise noted in these Passenger Ticket Contract Terms and Conditions. In all other instances, when we receive a written notice of cancellation from you addressed to us at our principal offices, cancellation fees shall be imposed as follows:

**a. Cancellation Fee Schedule Effective for Cruise Tours (other than World & Grand Cruises) booked on and after August 1, 2018:**

1. In the event of cancellations actually received by us 120 days or more prior to the scheduled departure, a refund of all amounts already paid to us will be made, less a cancellation fee of \$100 per person;
2. In the event of cancellations actually received by us between 119-90 days prior to the scheduled departure date, a cancellation fee of 20% of Full Fare will be paid to us;
3. In the event of cancellations actually received by us between 89 and 70 days prior to the scheduled departure date, a cancellation fee of 35% of Full Fare will be paid to us;
4. In the event of cancellations actually received by us between 69 and 50 days prior to the scheduled departure date, a cancellation fee of 50% of Full Fare will be paid to us;
5. In the event of cancellations actually received by us between 49 and 30 days prior to the scheduled departure date, a cancellation fee of 75% of Full Fare will be paid to us;
6. In the event of cancellations actually received by us between 29 and 0 days prior to the scheduled departure date, a cancellation fee of 100% of Full Fare will be paid to us;
7. In the event that you do not board the vessel and have not provided at least 30 days' notice of cancellation prior to the scheduled departure or sailing date, a cancellation fee of 100% of Full Fare will be paid to us.

A full refund will be given for most Optional Shore Excursions if you give notice of cancellation at least 48 hours prior to the Optional Shore Excursions

**b. Cancellation Fee Schedule Effective for Cruise Tours more than 35 days (World & Grand Cruises) booked on or after August 1, 2018:**

1. In the event of cancellations actually received by us 180 days or more prior to the scheduled departure, a refund of all amounts already paid to us will be made, less a cancellation fee of \$1000 per person;
2. In the event of cancellations actually received by us between 179 and 150 days prior to the scheduled departure date, a cancellation fee of 20% of Full Fare will be paid to us;
3. In the event of cancellations actually received by us between 149 and 120 days prior to the scheduled departure date, a cancellation fee of 40% of Full Fare will be paid to us;
4. In the event of cancellations actually received by us between 119 and 90 days prior to the scheduled departure date, a cancellation fee of 60% of Full Fare will be paid to us;
5. In the event of cancellations actually received by us between 89 and 60 days prior to the scheduled departure date, a cancellation fee of 80% of Full Fare will be paid to us;
6. In the event of cancellations actually received by us between 59 and 0 days prior to the scheduled departure date, a cancellation fee of 100% of Full Fare will be paid to us;
7. In the event that you do not board the vessel and have not provided at least 60 days' notice of cancellation prior to the scheduled departure or sailing date, a cancellation fee of 100% of Full Fare will be paid to us.

A full refund will be given for most Optional Shore Excursions if you give notice of cancellation at least 48 hours prior to the Optional Shore Excursions.

**6. PASSENGER'S WARRANTIES AND PHYSICAL FITNESS; HEALTH AND SPECIAL NEEDS CONSIDERATIONS.**

- a. Fit To Travel: You warrant that you and all other Passengers traveling in your party are physically, emotionally and otherwise fit to undertake the cruise tour; that you and they have received all medical inoculations necessary; that you and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Master, officers and medical staff, as applicable, and that your conduct will not impair the safety of the Ship or jeopardize or inconvenience other Passengers. We are not required to provide any inoculations or specialized health or mental care during your cruise tour and all such

arrangements are your responsibility. We are unable to accommodate women past their sixth month of pregnancy.

b. Accessibility and Special Needs: Guests are strongly encouraged to advise Viking at 1-877-668-4546 (1-877-66VIKING) of any accessibility requirements prior to booking so Viking can determine if reasonable accommodations are available. Please request the appropriate accessibility form for you and your doctor to review, sign and return to us. Passengers are requested to advise Viking in writing, at or prior to the time a cruise tour is booked, of any physical, emotional or mental condition which may require professional attention during the cruise tour, including if the Passenger requires the use of a wheelchair or other mobility equipment, not to exceed 22" in width. Passenger must bring and be solely responsible for all necessary items related to the medical condition or mobility challenge. If a mobility, medical, physical, emotional or mental condition arises after the cruise tour is booked, you are requested to advise Viking in writing immediately. Viking endeavors to reasonably accommodate special access needs, but we cannot guarantee it will be able to do so in all cases.

c. Port Accessibility and Limitations: Some ports of call may have physical conditions which may preclude certain Passengers from going ashore. Additionally, for cruise tours in China, on the Mekong River, in Egypt, and for other destinations not specifically noted, certain additional conditions, restrictions and limitations exist onboard, at the ports, in excursions and on land that are beyond Viking's control. Ship and airport access in these and other regions, including lack of wheelchair, walker or scooter accessibility, extended periods of standing and steps, are inherently present in tours that may not be appropriate for guests with certain medical conditions and physical restrictions. Due to restrictions on boat, ship and cabin sizes, certain cruise tours are not appropriate for travelers who use wheelchairs, walkers or scooters. Airports in certain regions typically do not have ramps or elevators. Excursions visit ancient sites with uneven terrain and stairs, and include extended periods of walking over uneven surfaces. Guests using walkers, crutches, or other mobility aids or who may need physical assistance throughout the trip should consider these needs when making a booking as our onboard personnel are not required to perform personal tasks or assist with eating, dressing, toileting, lifting or pushing a wheelchair. Motorized scooters typically cannot be taken onboard planes in certain regions because authorities such as the China Aviation Administration forbids any battery of capacity greater than 160Wh (most scooter batteries) onboard an aircraft. Additionally, lithium batteries cannot be placed in checked baggage and must be hand-carried as onboard carry-on. All batteries must have the capacity clearly printed on the outside or they will not be allowed to be onboard. To calculate your battery capacity if it is only marked in mAh, divide the mAh number by 1000 and multiply by 3.7. For example, a capacity of 10400mAh/1000=10.4Ah×3.7v=28.48 Wh (under the limit of 160Wh).

d. Ship Access: To embark/disembark from the Ship, guests must be able to walk down/up steps and ramps without a walker or wheelchair, as gangways/ramps are typically not wide enough to accommodate these items. Not all ships have elevators, and some have split-level decks and/or significant thresholds. Please note: Our personnel are not required to lift guests or push wheelchairs. Passengers with any medical, physical or other special needs should review their proposed Ship's layout on our website, and also obtain a copy of our Safety Policy Statement and consider their needs.

There are inherent risks associated with traveling aboard ships that are unique to cruise tour travel. For people who are ill, or have a mental or physical disability or impairment, the risks can be more significant. Passengers must be able to independently move around the Ship in case of an emergency, rough seas, deal with the lack of immediate access to medical services in certain parts of the world, and acknowledge that access to some areas of the Ship and ports of call may be limited or impossible. We reserve the right to determine whether a Passenger is fit to travel, and to deny boarding, in the event that a Passenger represents a risk to themselves or to the safety and wellbeing of those on board the Ship.

e. Viking reserves the right to deny embarkation or remove any person from a cruise tour, Optional Shore Excursions or deny embarkation for a person who is not fit to travel, and/or has not received written confirmation from Viking that reasonable accommodations for their accessibility requirements may be made for them. In such cases, all related expenses, including those to return home, will be borne by the person and the person shall not be entitled to any refund of the cruise tour, Full Fare or Cruise Fare or any compensation whatsoever and in such event we shall have no liability financial or otherwise.

Additionally, we may disembark at any port any Passenger who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other Passengers or the crew, or who, in the Master's opinion, might be excluded from landing at destination by Immigration or other Governmental Authorities.

f. Decisions made by the Master of the Ship in matters covered by this Article 6 will be binding in all instances.

7. **EMBARKATION.** Upon embarkation, you shall have in your possession these Passenger Ticket Contract Terms and Conditions, valid passport, visas, inoculations card and all other documents necessary for the scheduled ports of call and final destination. We, as Carrier, shall not be liable for any losses or delays incurred by your failure, or that of others, to maintain all of said necessary documents. You are required to be aboard the Ship at least two (2) hours before scheduled departure time. You may be refused embarkation if you, in our sole opinion, are not physically or otherwise fit to undertake the scheduled voyage, in which case we shall refund the applicable Cruise Fare in full (except as set forth in Article 6 above) and upon so doing, we shall have no further liability whatsoever.

8. **CARRIER'S RIGHTS.** The Ship, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, Passengers, or members of the Ship's company, for this, or any prior or subsequent voyage and/or for any purpose whatsoever that we, as Carrier, or Master may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above-mentioned provisions are not to be considered as restricted by any words of these Passenger Ticket Contract Terms and Conditions whether written, stamped or printed. The Ship may adjust compass, dry dock or go on ways before or after commencement of the voyage and may sail without pilots, tow or be towed, and assist vessels in all situations and deviate for the purposes of saving life or property. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, surf, shallow or high waters, insurrections, disturbances, on board or ashore, restraint of any Governmental Authority, breakdown of the Ship, congestions, docking difficulties or any other cause whatsoever, or if we, as Carrier, or the Master of the Ship consider that for any reason whatsoever, beyond the control of the Carrier, proceeding to, attempting to enter, or entering or remaining at any port may expose the Ship to risk of loss or damage, or be likely to delay the Ship, we may deviate from the scheduled cruise tour by omitting, adding or changing the dates for any port or destination, and may provide alternate transportation to some or all of the ports and destinations, and you and your baggage may be landed at any port or place at which the Ship may call, in which event our responsibility shall cease and these Passenger Ticket Contract Terms and Conditions shall be deemed to have been fully performed subject to paragraph 4(e) above, or if you have not embarked, we may cancel the proposed cruise tour and refund your Cruise Fare as paid, with no further liability of any nature.

9. **VIKING RIVER CRUISES, INC.:** Viking River Cruises, Inc. acts solely as a Sales Agent for the above-mentioned Carriers described herein. Viking River Cruises, Inc. neither owns nor operates any of the vessels described herein and thus assumes no responsibility or liability for acts or omissions of the Carrier, vessel owners or operators in regard to the cruise tours described herein.

10. **CARRIER'S LIABILITY.**

a. **Foreign voyages (non U.S. ports):**

1. We shall not be liable for such death, injury, illness, damage, delay, loss or detriment caused by Act of God, war or warlike operations, civil commotions, labor trouble, interference by Authorities, perils of the sea, lurching of the vessel, or any cause beyond our control, fire, thefts or any other crime, errors in the navigation or management of the Ship or defect in or unseaworthiness of hull, machinery, appurtenances, equipment, furnishing or supplies of the Ship, fault or neglect of pilot, tugs, agents or independent contractors such as Ship's physician, to you or other persons on board not in our employ or any other cause of whatsoever nature except and unless it is proven that such death, injury, illness, damage, delay or loss resulted from our act or omission committed during the course of the carriage and due to our fault or neglect or that of any of our servants or agents acting within the scope of their employment, and in that event our liability therefore shall not exceed those limitations provided by the applicable law described below, or in any further revisions, protocols and/or amendments thereto as shall become applicable.

2. Ocean cruises (E.U. Member State Port): On ocean cruise tours which neither embark, disembark nor call at any U.S. port and where the ocean cruise tour embarks or disembarks in the port of any E.U. Member State, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall, in the first instance, be governed by E.U. Regulation 392/2009, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Switzerland without regard to its conflict of laws provisions, as the law governing these Passenger

Ticket Contract Terms and Conditions. (For individual residents of Quebec, please see the Canadian Addendum at the end of this agreement.) You agree that the Carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to the provisions and amounts of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. The liability of the Carrier for the loss of or damage to cabin luggage will not exceed 2,250 units of account (also known as Special Drawing Rights, or SDR's) per Passenger; the liability of the Carrier for the loss of or damage to other luggage will not exceed 3,375 SDR. per Passenger. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount. The current U.S. Dollar equivalent of SDRs may be found at [www.imf.org](http://www.imf.org).

3. Ocean cruise tours (Non-USA and Non-E.U. Ports): On ocean tour cruises which neither embark, disembark nor call at any U.S. port and does not embark or disembark in the port of any E.U. Member State, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall, in the first instance, be governed by the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (Athens Convention), with protocols and amendments as adopted by Switzerland, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Switzerland without regard to its conflict of laws provisions, as the law governing these Passenger Ticket Contract Terms and Conditions. (For individual residents of Quebec, please see the Canadian Addendum at the end of this agreement.) You agree that the Carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to the provisions and amounts of the Athens Convention: Baggage 1,800 SDR/Delay 10,000. SDR Other Baggage 2,700. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount. A copy of the Athens Convention will be provided by Carrier upon written request.

4. River tour cruises (Non-U.S. Port): On river tour cruises which neither embark, disembark nor call at any U.S. port, Carrier shall have the right at all times to avail itself and have the benefit of any and all applicable limitations of liability or exoneration of liability as set forth in the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974 as well as the Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976 ("Athens Convention") as adopted by Switzerland. The Athens Convention limits Company's liability for death of or personal injury to a Passenger to no more than 46,666 SDR's (approximately \$72,000 U.S. Dollars, which fluctuates depending on a daily exchange rate as may be found at [www.imf.org](http://www.imf.org)). Furthermore and in addition to all the restrictions and exemptions from liability provided in the Athens Convention, the Carrier shall have the benefit of any limitation of or exoneration from liability under any statute or law of any country or any other applicable laws including, without limitation, further rules, regulations or statutes, specifically including provisions of the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels ("CLNI"), as adopted by Switzerland, (or Canada in the case of individual residents of Quebec), as well as of the International Convention on Limitation of Liability for Maritime Claims, 1976, with revisions and amendments, if and as applicable (collectively, the "Conventions"); namely, Sixty thousand (60,000) units of account (also known as Special Drawing Rights, or SDR's) multiplied by the number of Passengers the Ship, according to its certificate, is allowed to accommodate; not to exceed in any event more than twenty-five (25) million units of account) to apply to the aggregate of all claims which arise on any distinct occasion against carrier, with respect to damages suffered on a seagoing ship and, as regards damages suffered on an inland navigation ship, not to be less than 720,000 units of account or more than (a) 3 million units of account for ships with an authorized passengers transport capacity of not more than 100; (b) 6 million units of account for ships with an authorized passenger transport capacity of not more than 180; (c) 12 million units of account for ships with an authorized passenger transport capacity of more than 180. A copy of the CLNI will be provided by Carrier upon written request. These limitations in this paragraph may only be adjusted if the applicable international convention requires such adjustment, and will be adjusted to the lowest permitted amount.

b. **General limitation of liability:** On all other cruises, or in the event of inapplicability of any of the foregoing limitations, all the exemptions from and limitations of liability provided in or authorized by the

law of the United States (including 46 U.S.C §§ 30501 through 30509, inclusive, and 30511) will apply. We shall not be liable for loss of or damage to your property in any amount exceeding U.S.\$500.00 per Passenger. Should you desire an extension of our liability of U.S.\$500.00, you should declare the true value of the property and pay to us an amount of money calculated at 5% of the true value declared, up to U.S.\$5,000.00. Liability will then be extended to the amount of the true value declared but in no event exceeding U.S.\$5,000.00. A legal action may only be commenced against the Carrier or any of its agents, affiliates, agents or representatives within one year after the date of the event giving rise to the claim for which the action is initiated.

c. You are entitled to free carriage of all personal belongings necessary while on board. However, you must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider which may include a lower weight limit for baggage. We assume no responsibility for any loss of or damage to your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in these Passenger Ticket Contract Terms and Conditions. Only such personal wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by you. Please see the Baggage section below for information on baggage limitations and restrictions.

d. Unless specifically provided to the contrary in the applicable Conventions referenced above, NO SUIT SHALL BE MAINTAINABLE AGAINST US UPON ANY CLAIM IN CONNECTION OR ARISING UNDER THIS TRANSPORTATION OR THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS RELATING TO CABIN BAGGAGE OR OTHER BAGGAGE OR ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS SHALL BE DELIVERED TO US AT OUR OFFICE OR TO OUR AGENT, VIKING RIVER CRUISES, INC, WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE VOYAGE TO WHICH THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS RELATES AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER WITH RESPECT TO CABIN BAGGAGE OR OTHER BAGGAGE OR PROPERTY BE MAINTAINABLE UNLESS SUCH SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR AFTER THE TERMINATION OF THE VOYAGE. NO SUIT SHALL BE MAINTAINED AGAINST US FOR DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS BE DELIVERED TO US OR VIKING RIVER CRUISES, INC. WITHIN SIX (6) MONTHS FROM THE DAY WHEN SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DAY WHEN THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED. The requirements of this clause cannot be waived by any of our agents or employees; they may be waived only by express written agreement of one of our directors having authority in the premises. In any case, where the time fixed in these Passenger Ticket Contract Terms and Conditions for the commencement of suit is less than that allowed by applicable law, such time is hereby extended so as to meet, but not to exceed, the minimum, lawful time.

e. Notwithstanding the foregoing, we shall in no event be liable to you in respect of any occurrence prior to your embarkation or after your disembarkation from the Ship named herein or substitute, except for transportation by water which is carried out by means of a conveyance provided by us including the Ship and its tenders or, with respect to any baggage, when the same is in our custody at any shoreside installation. We shall in no event be liable for the loss of or damage to cash, negotiable securities, gold, silverware, jewelry, ornaments, works of art or other valuables unless the same have been deposited with us against receipt for the agreed purpose of safekeeping. In the event of such a deposit, our liability for loss or damage thereof shall be limited to US\$100.00, or in accordance with subpart (a) herein, whichever is less, unless value exceeding that amount be declared in writing. If the declared value exceeds U.S.\$100.00, we are entitled to charge 5% of value declared, up to U.S.\$5,000.00 Upon payment of this charge, liability will be extended to the true value declared but in no event shall we be liable for an amount exceeding U.S.\$5,000.00.

f. No representations are made with respect to travel facilities other than water transportation which we provide, which is governed by these Passenger Ticket Contract Terms and Conditions. Other than our water transportation, we have no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional

expenses occasioned thereby. If the entire cruise is canceled for any reason, Passengers shall have no claim other than for a full refund of the Cruise Fare. These Passenger Ticket Contract Terms and Conditions constitutes the sole agreement between Carrier and you, it being understood that the various independent contractors otherwise participating in your Cruise vacation will enter into their own separate contractual arrangements with you, and that you assume the risk of utilizing the services and facilities of those independent contractors. The Carrier is not responsible for any conduct of independent contractors, including those who may assist in or operate shore excursions.

g. If any claim is brought against us in a jurisdiction where any of the applicable limitations and exemptions contained in the foregoing subparagraphs are legally unenforceable, then in such event and to the extent permitted by the applicable law, we shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatever nature if not shown to have been caused by our negligence and any damages will be limited to the lowest extent permitted, without consequential or multiple damages, as may be permitted by applicable law.

11. **THIRD PARTY PROVIDERS—ENGLISH LANGUAGE.** We, as the Carrier, are not responsible for services provided or items sold by any concessionaire or other third parties to you. Charges for such services or goods which you request and/or purchase will be your sole responsibility. Information and instructions are in English as the primary language for all cruises but any shore excursions and travel before and after the cruise may include interaction with foreign countries where English is not the primary language.

12. **PASSENGER DETENTION.** If you are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be your sole responsibility. If you are carried aboard the Ship beyond final destination for any reason, without fault of the Carrier, you shall pay for any extra costs. Should it become necessary, in the sole judgment of the Master to transfer you for medical reasons, the cost of such transfer shall be borne by you.

13. **BAGGAGE LIMITATIONS—AND NO DANGEROUS ITEMS.** Any piece of baggage must be distinctly labeled with your name, Ship's name, cabin number and sailing date. You are allowed without extra charge one (1) cubic meter (35.3 cubic feet) of baggage. Any baggage which you bring into your Cabin must be able to fit under the bed or in provided storage space within the Cabin. You may not take on board firearms, weapons, explosives, lithium batteries, controlled or prohibited substances or inflammable or hazardous items, or any contraband prohibited by local, state or national law. The Ship's officers and crew have the right to enter and search your Cabin, stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. Such goods shall be surrendered to the Master at embarkation, and in our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred.

14. **PETS.** No pets or other animals, other than such service animals as Viking may choose to permit in its sole discretion, are allowed on board the Ship.

15. **INDEMNIFICATION.** You agree to indemnify us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon us or the Ship by virtue of any act or violation of law by you or by any or all Passengers named on or traveling under these Passenger Ticket Contract Terms and Conditions.

16. **GENERAL AVERAGE.** You will not be liable to pay, nor be entitled to receive, any general average contribution in respect of property taken with you on the Ship.

17. **PAYMENTS.** Any and all payments made by you to us shall be made in currency of the United States of America or other currency acceptable to us. All charges for services and products provided on board the Ship must be settled in cash or charged (via credit card acceptable to us) before your disembarkation from the Ship. Any other expenses incurred by you or by us on your behalf shall be payable by you on demand.

18. **CARRIER'S RESERVED RIGHTS.**

a. Nothing contained in these Passenger Ticket Contract Terms and Conditions shall be construed to limit or deprive us of the benefit of any Convention, Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability, as more specifically set forth at Article 10.

b. The provisions of Article 10 shall extend to each of the independent contractors (including caterers and concessionaires) as well as our servants and agents and the Ship as defined in Article 1, and for this purpose shall be deemed to constitute a contract entered into between you and us, as the Carrier, on behalf of all persons who are or may be our servants or agents from time to time, and all such persons shall to this extent be deemed to be parties to these Passenger Ticket Contract Terms and Conditions.

c. If any other person should be held responsible to you for any claim or loss, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in these Passenger Ticket Contract Terms and Conditions and under the Convention, treaties or otherwise. These Passenger Ticket Contract Terms and



Conditions and every term and provision hereof shall be and remain in full force and effect during all periods when we are under any responsibility to you or your property for any reason whatsoever.

19. **PASSENGER'S COVENANTS.** You covenant and warrant that you are duly authorized by or on behalf of all Passengers named on or traveling under these Passenger Ticket Contract Terms and Conditions to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or using these Passenger Ticket Contract Terms and Conditions, he or she and/or they do agree accordingly and do agree that the same shall be binding on them with the same force and effect as if they and every one of them signed this Passenger Ticket Contract Terms and Conditions. You must take proper steps (including provision of all necessary documents) as may be required to enable him or her to land at his or her port of destination and generally to comply with the laws of the country in which such port is situated. You agree to indemnify and defend us from any claims made against us by Passengers traveling under your Passenger Ticket Contract Terms and Conditions who assert they were not made aware of these Passenger Ticket Contract Terms and Conditions. We shall not in any circumstances whatsoever, whether or not such documents are produced to us by you, be responsible for any information or advice as to said laws as may be given by you to us as the Carrier nor shall we be liable for the consequence of any insufficiency or irregularity in such documents or the noncompliance by you with such laws.

20. **PASSENGER TICKET CONTRACT TERMS AND CONDITIONS USAGE.** The right is reserved to consider these Passenger Ticket Contract Terms and Conditions as canceled and the applicable fare forfeited if you do not use these Passenger Ticket Contract Terms and Conditions for the Ship or other Ships substituted, or land arrangements for the date mentioned, or should these Passenger Ticket Contract Terms and Conditions become lost or mislaid, or if you use these Passenger Ticket Contract Terms and Conditions for only part of the voyage indicated hereon, for any reason, whether or not due to causes beyond your control.

21. **SECURITY PROVISIONS.** In the interests of international security and in the interest of the convenience and safety of other Passengers, you agree and consent to a reasonable search being made of you, your baggage or other property, and to the removal and confiscation or destruction of any object which may, in our opinion, impair the safety of the Ship or inconvenience other Passengers, or violate the laws of any applicable authority relative to the possession and/or transportation of nonprescription narcotics, controlled substances or any other illegal commodity of any nature.

22. **PASSENGER BOOKINGS.** As a condition of its business, we retain the right to overbook Passenger accommodations. In the event that the Passenger accommodation referenced in these Passenger Ticket Contract Terms and Conditions is overbooked, or if we determine that the Ship is overbooked, we may, at our discretion, deny boarding to any Passenger and, at our further discretion, refund all monies paid or offer another cruise in substitution.

23. **USE AND DISPLAY OF LIKENESS.** You hereby grant Viking the right to include photographic, video and other visual or audio portrayals of you in any pictorial medium of any nature (collectively, the "portrayals") whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to you, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of Viking, free from any claims by you or any person deriving any rights or interest from you. You hereby irrevocably assign to Viking all right, title and interest in and to any such portrayals.

Without our express prior written consent, You expressly agree not to use, post, share or upload any portrayals (i) of you and/or any other Passenger in combination with crew or the Ship, or (ii) that depict 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. For the avoidance of doubt, you are permitted to use, portrayals of you and/or any other Passenger in combination with crew or the Ship for your private noncommercial use.

24. **CHOICE OF LAW AND FORUM.** All questions arising on these Passenger Ticket Contract Terms and Conditions solely in respect of the limitation of liability shall be decided according to the Conventions and the other and further laws cited at Article 10 hereof, including the statutory, maritime and general laws of Switzerland. (See Canadian Addendum for residents of Quebec.) The law governing all other aspects of these Passenger Ticket Contract Terms and Conditions is stipulated and agreed to be the statutory and general law of Switzerland, with references to which these Passenger Ticket Contract Terms and Conditions is made. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE PASSENGER TICKET CONTRACT TERMS AND CONDITIONS SHALL BE DETERMINED BY THE CIVIL COURT OF THE CANTON OF BASEL-STADT [ZIVILGERICHT BASEL-STADT], THE JURISDICTION TO WHICH WE, AS THE CARRIER, AND YOU HEREBY SUBMIT OURSELVES. IF ANY ACTION IS INITIATED IN ANY COURT OTHER THAN THE COURTS IN BASEL SWITZERLAND, OTHER THAN THOSE OF MONTREAL IN THE CASE OF AN INDIVIDUAL RESIDENT OF QUEBEC, WE, AS THE CARRIER, AND YOU HEREBY AGREE TO THE IMMEDIATE DISMISSAL OR TRANSFER OF SAID ACTION TO THE COURTS OF BASEL, SWITZERLAND. ANY ATTORNEYS' FEES AND/OR COSTS INCURRED IN SUCCESSFULLY DISMISSING OR TRANSFERRING AN ACTION BROUGHT IN ANY VENUE OTHER THAN BASEL, SWITZERLAND SHALL BE AWARDED TO THE PARTY

PROCURING THE DISMISSAL OR TRANSFER AND SHALL BECOME DUE AND PAYABLE AT THE TIME OF THE DISMISSAL OR TRANSFER.

25. **AMENDMENTS AND MODIFICATIONS.** In the event amendments or modifications to these Passenger Ticket Contract Terms and Conditions are reasonably required they may be added by us by means of attached form and will be considered an enforceable part hereof.

26. **MISCELLANEOUS.** The illegality or invalidity of any article, paragraph, clause, or provision of these Passenger Ticket Contract Terms and Conditions shall not affect or invalidate any other paragraph, clause or provision thereof. All titles set forth in these Passenger Ticket Contract Terms and Conditions are for convenience only and have no separate meaning or effect.

#### **AIR TRANSPORTATION TERMS & CONDITIONS**

**International (Warsaw Convention) Notice:** If the Passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and for loss of or damage to baggage. See also the notices entitled "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations."

**Domestic Notice:** Air Transportation to be provided between points in the U.S. (including its overseas territories and possessions) is subject to the individual contract terms (including rules, regulations, tariffs and conditions) of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage. Where this coupon is issued for transportation, or services other than air travel, specific terms and conditions may apply. These Passenger Ticket Contract Terms and Conditions may be included in the ticket set or may be obtained from the issuing company or agent. Please make sure you have received the important legal notices entitled "Conditions of Contract," "Notice of Incorporated Terms," "Notice of Baggage Liability Limitations," and "Notice of Overbooking" or the specific terms and conditions relating to non-air transportation or services. If not, contact the nearest office of the company or agent to obtain copies.

#### **Canadian Addendum**

1. **AMENDMENTS-RESIDENTS OF CANADA.** For residents of Canada, we may modify in whole or in part these Passenger Ticket Contract Terms and Conditions at any time. In particular, but without limiting the generality of the foregoing, we may modify: The Full Fare to add a surcharge for a significant increase in our fuel costs, In the event these Passenger Ticket Contract Terms and Conditions, are amended, suspended or changed, we will provide at least 30 days written notice before the amendment comes into effect, setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. You may refuse the amendment and rescind these Passenger Ticket Contract Terms and Conditions without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice.

2. **CARRIER LIABILITY-RESIDENTS OF QUEBEC.** For individual residents of Quebec, our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other Passengers in your party shall be governed, in the first instance, by the Athens Convention, with protocols and amendments as adopted by Canada, and, as applicable, by those other and further limitations of liability set forth in the statutory maritime and general laws of Quebec and Canada, as the law governing these Passenger Ticket Contract Terms and Conditions.

3. **CHOICE OF LAW AND FORUM-INDIVIDUAL RESIDENTS OF QUEBEC.** Passengers who are individual residents of Quebec, and to the extent permitted by applicable law, the law governing all other aspects of these Passenger Ticket Contract Terms and Conditions is stipulated and agreed to be the statutory and general law of Quebec, and the laws of Canada applicable therein, and, any dispute arising out of or in connection with these Passenger Ticket Contract Terms and Conditions may be determined by the courts of the City of Montreal in the Province of Quebec.