



BY GLP WORLDWIDE

Booking Terms & Conditions

(Variety programs)

Reservation

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

DEPOSITS & FINAL PAYMENT

The following deposit terms are specific to tour programs including Variety itineraries:

Cruise Only and Cruise&Land Programs:

To secure your reservation, a deposit of 25 % of the cruise fare per person is required within 7 days of booking.

For all programs:

Final payment is due no later than 92 days prior to departure.

Cheques*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

*Non-certified personal and/or agency cheques are due in our office 100 days prior to departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

Revision / Change Fee:

A handling fee of \$50 per transaction is charged for any alteration or revision made to a reservation that does not contain an airline reservation. Sailing dates cannot be changed within the period where cancellation charges apply. Such changes will be treated as a cancellation.

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

Courier delivery costs apply if any changes are made within five weeks prior to departure. A change of date or itinerary within 92 days of departure will be treated as a cancellation and new booking; in this case regular cancellation fees apply. (see below)

Cancellations and Refunds:

For land and cruise arrangements, the cancellation charges are as follows:

Up to 122 days from embarkation \$190 per person cancellation fee

121 to 92 days from embarkation 20% of the cruise fare

91 to 62 days from embarkation 35% of the cruise fare

61 to 47 days from embarkation 50% of the cruise fare

46 to 0 days from embarkation or no-shows: 100% of the cruise fare

All cancellations must be confirmed in writing.

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the carrier depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced. If after returning from the cruise you wish to inquire about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion.

Prices:

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance with the provisions of the Travel Industry Council of Ontario (TICO). The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, beverages, food

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not on the regular table d'hôte menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Port charges and/or taxes may be listed separate from the base cruise fare. Verbal quotations will NOT be honoured.

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information. Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

Child Reduction

Children under the age of 5 are not allowed on board due to safety reasons.

Children discounts apply to children 5-17 years old, sharing a triple cabin with two paying adults.

Children 5-10 years old: 50% discount on the gross per person twin cabin fares

Children 11-17 years old: 35% discount on the gross per person twin cabin fares

In case of more than one cabin, full adult rates apply.

Port taxes are not discounted.

Itinerary Changes

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

Passports and Visas

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non- Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

Travel Documents

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

Disabled Guests

Any disability requiring special attention must be reported to GLP Worldwide at the time of booking. GLP Worldwide will make reasonable efforts to accommodate the special needs of disabled cruise participants,



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but is not responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers.

We regret that Pandaw programs are not suitable to guests in wheelchairs.

We note as well that we cannot provide individual assistance to a tour member for walking, getting on/off tour buses and other transportation vehicles, or other personal needs. A qualified travel companion must accompany travellers who require special assistance.

Gratuities

Gratuities are not included in the price of your trip and are customary, subject to your satisfaction with the services received. Tips to the local guides during sightseeing and shore excursions are also not included and are customary. The guideline for gratuities provided by the cruise operator is: USD\$5-10 per person per day for the river cruise (Cruise Director and all crews on board); EUR 1-2 for the guide of a half-day tour; EUR 2-4 for the guide of a full day tour.

Accommodations

Any hotels listed in our brochure or on our website will be used subject to availability on most departures. If a change becomes necessary for any reason, hotels substituted will be the equivalent or better than those shown. Please note that it is standard policy that hotel rooms are not available for check-in before 3:00p.m.

Smoking Policy

For the comfort of all cruise participants, smoking is only permitted on the sundecks and outside walkways of the river cruise ships. Smoking is not permitted in any interior portion of the ship or on motor coaches.

Cruise Itineraries

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice. Should conditions render cruise routes unsafe for navigation, alternative service may apply, including but not limited to, accommodation on the docked ship and/or substitute ground arrangements.

Please see the specific paragraph of the cruise operator (Variety Cruises Ltd.) in the Additional Terms & Conditions section below as it relates to cruise itinerary changes.

Luggage

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended.

Insurance

Purchase of trip cancellation and/or health insurance available through GLP Worldwide or your travel professional is strongly recommended.

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Responsibility

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. The Carrier, airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator and the Carrier reserve the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour participant from the cruise/tour, to make changes in the itinerary whenever the Operator or Carrier deem it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure or website, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

ADDITIONAL TERMS & CONDITIONS AND CONDITIONS OF CARRIAGE

1. Cruise Fares

All fares are quoted in US Dollars or Euro and are per person based on double occupancy. US\$ cruise fares apply for US, Canada, Mexico and Japan countries and passport holders, and Euro rates apply for all other nationalities.

2. Fares Include

Shipboard accommodations, ocean transportation, meals and on-board entertainment as specified in the cruise program selected.

3. Fares do not include

Port charges, fuel surcharge, travel insurance, transfers, optional air/sea or land programs (unless noted), shore excursions, airport facility charges, taxes/fees, nor do they include items of a personal nature such as alcoholic beverages, soft drinks, gratuities, gift shop purchases, medical services, phone calls, Wi Fi charges etc. All onboard charges are in Euros.

4. Port Charges, Fuel Surcharge and Airport Taxes

Port charges and fuel surcharge are in addition to the cruise fares. Payment for port charges must be made at the time the final payment is made.

5. Guarantee of Fares

Passengers with confirmed bookings under deposit, or who have made final payment, shall be protected in the event of a price increase, except in the event of major exchange fluctuations or in case of exceptional rise of fuel costs or government new taxes requiring changes in port taxes or a fuel surcharge. However, excluding the above, Variety Cruises World reserves the right to increase all prices for new bookings, without prior notice, including port charges, fuel surcharge, insurance and taxes/fees.

6. Single Supplement Rates

For single occupancy cabin reservations, a 30% to 75% single supplement is applicable for on the fare per person in twin cabin, depending on cruise program. Single space is capacity controlled.

7. Deposit and Payment

To secure your reservation, a deposit of 25 % of the cruise fare per person is required within 7 days of booking. Final payment is required 90 days prior to departure. All payments may be made by either check (US passengers only), Visa, Master Card, or American Express. All final payments by credit card requires the signature of the credit cardholder. Please make checks payable to Variety Cruises World. All reservations are subject to cancellation if payments are not received by the due date. Group policies may differ.

8. Administrative Charge for Cruise and Land Tour

An administration fee of 50\$/35€ is required for any changes made to reservations including both a cruise and a pre or post land package. In addition, any costs incurred for changes in land arrangements will be the responsibility of the passenger. Sailing dates cannot be changed within the penalty period.

9. General Cancellations and Refunds

For all bookings confirmed on or after 1 January 2026, the updated cancellation policy applies:

Up to 120 days from embarkation: €80 / USD \$100 per person administration fees, redeemable as Future Cruise Credit*

119 to 90 days from embarkation: 20% of the cruise fare

89 to 60 days from embarkation: 35% of the cruise fare

59 to 45 days from embarkation: 50% of the cruise fare

44 to 0 days from embarkation or no-shows: 100% of the cruise fare

All cancellations must be confirmed in writing by VARIETY CRUISES World.

*In case of cancellation the administration fee per person will be converted into a future cruise credit, redeemable for bookings made up to 12 months after cancellation, valid for any cruise and date of cruise. Refunds will normally be made to the booking party. Variety Cruises World can only be responsible for refunding amounts actually received. If cancellation fees are charged by pre/post hotels, or services suppliers they will be deducted from any refund made. No refunds will be made to passengers who do not board the ship or passengers who cancel after the start of the cruise, as full cancellation fees apply. We recommend the purchase of travel insurance.

10. Special Offers and Promotional Cruise Bookings

1. Definition

Special Offers, Promotional Rates, Discounted Fares, and Limited-Time Offers (collectively “Special Offers”) are cruise bookings offered under specific commercial conditions, which may differ from standard bookings.

2. Payment Terms

Bookings under Special Offers may require full or partial payment at the time of booking, as specified for each offer. The applicable payment terms will be clearly communicated at the time of booking and confirmed in the booking confirmation..

3. Cancellation and Other Terms

Special Offers may be subject to specific cancellation policies, refund rules, or other conditions, which override standard Terms & Conditions, unless otherwise expressly stated.

- The full terms for each Special Offer are available in the Offers Section of our website.
- All cancellations must be submitted in writing and are only effective once confirmed in writing by VARIETY CRUISES World.

4. Future Cruise Credit or Other Benefits

Where applicable, benefits such as Future Cruise Credits, reduced fees, or additional perks will be defined in the Special Offer. Terms for these benefits will also be communicated at booking and confirmed in writing.

5. Acceptance of Terms

By completing a booking under any Special Offer, the passenger confirms that they have read and accepted all payment, cancellation, and other specific conditions applicable to that offer, which can be viewed at the Offers Section.

6. Partners selling Variety Cruises World cruises are responsible for ensuring that end customers are fully informed of the applicable Special Offer & Promotional cruise bookings policy at the time of sale. VARIETY CRUISES World accepts no liability for miscommunication by third parties.

11. Children Policy and Discounts

Children under the age of 5 are not allowed on board due to safety reasons.

Children discounts

Children discounts apply to children 5-17 years old, sharing a triple cabin with two paying adults. Port taxes are not discounted.

Children 5-10 years old: 50% discount on the gross per person twin cabin fares

Children 11-17 years old: 35% discount on the gross per person twin cabin fares

In case of more than one cabin, full adult rates apply.

12. “FORCE MAJEURE” definition

“Force Majeure” means and includes war, or warlike conditions, terrorist activities, breakdown, fire, perils of the seas, storms, “foundering” or other weather-related occurrences, earthquake, flood, vandalism, destructive acts of God, or of government, political disturbances, legislative enactments, embargo, riot, civil commotion, regulatory interference, strikes, lockouts, shortages, industrial and labor disputes and all other causes beyond the reasonable control of Variety Cruises World.

13. Modification of Cruise Itinerary

Variety Cruises World and the Master (Captain) of the vessel reserve the right, at their sole and absolute discretion, to alter, modify, vary, or deviate from the advertised or scheduled itinerary, route, or ports of call, without prior notice and without any obligation or liability for compensation, indemnification, or refund of any kind to the passenger. Such modifications may occur due to, but are not limited to, adverse weather conditions, acts of God (Force Majeure), mechanical failures, safety considerations, compliance with local or international maritime regulations, orders or restrictions imposed by port or governmental authorities, emergency assistance to other vessels or persons in distress, or any other extraordinary or unforeseeable circumstances that may arise.

Passengers acknowledge and accept that such changes do not constitute a significant alteration of the travel contract and, consequently, do not give rise to any entitlement to refunds, compensation, or other claims of any nature whatsoever.

Variety Cruises World shall make reasonable efforts to ensure that passengers reach their final port of disembarkation in a timely manner to meet pre-scheduled onward travel arrangements, including flights, to the extent reasonably possible and subject to the prevailing circumstances.

Note: Itinerary modifications may also be mandated by the competent port authorities or the Captain, in instances where weather conditions (e.g. wind speeds of Force 6-7 Beaufort and above, depending on the vessel type and configuration) or other safety-related factors render it unsafe or impermissible for the vessel to depart, arrive or remain at a specific port. In such cases, the safety, well-being, and comfort of all passengers remain the paramount concern of Variety Cruises World and the vessel's Master.

14. Sailing Cancellation

All scheduled cruise departures are guaranteed by Variety Cruises World upon achieving a minimum threshold of twelve (12) confirmed passengers. In the exceptional event that this minimum participation is not met, and a cancellation becomes necessary, passengers shall be notified no later than sixty (60) calendar days prior to the scheduled departure date. In such cases, Variety Cruises World will offer alternative departure dates or similar cruise arrangements, subject to availability.

Variety Cruises World further reserves the right to cancel any cruise, in whole or in part, at any time and without prior notice, in the event of unforeseeable, unavoidable, or exceptional circumstances beyond its reasonable control. Such circumstances may include, but are not limited to, Force Majeure events (including but not limited to war, natural disasters, pandemics, political unrest, governmental restrictions, port closures, or maritime safety alerts), technical or mechanical breakdowns, or any other circumstance that renders the performance of the cruise impossible or unsafe.

In the event of such cancellation, Variety Cruises World's sole and exclusive liability shall be strictly limited to the refund of any amounts actually received from the passenger for the specific cruise ticket and/or any pre-arranged land tours or shore excursions purchased directly from Variety Cruises World and not executed due to the cancellation. No further liability shall be incurred for consequential, indirect, punitive, or other damages, including, but not limited to, loss of enjoyment, emotional distress, or costs incurred for independently arranged travel or accommodation.

15. Travel Insurance

All guest must ensure that they have appropriate travel insurance for the entire duration of their vacation, which will provide coverage for cancellation or changes in the itinerary, including cancellation of the contract by the Customer, provision of assistance expenses, illness, death, or personal accident, medical care, damage and/or loss of luggage, repatriation.

16. Vessel Substitution

Variety Cruises World may operate the cruise program with another vessel as long as this vessel is of the same or higher standard. Passengers offered a suitable alternative cruise program are not entitled to any refund.

17. Cruise Interruption

During the cruise should the vessel sustain any breakdown in machinery, or be disabled by fire, grounding or collision disrupting the cruise itinerary for more than 48 hours, and if no substitute vessel or arrangement is offered, passengers will be entitled to a refund proportional to the cruise days not operated. No further claims will be accepted.

18. Independent Contractor / Limit of Liability

Variety Cruises World liability and responsibility does not extend beyond the vessel; any arrangements made by or for passengers either before boarding or when disembarking are at the passenger's own risk. Variety Cruises World does not own or control any ground transportation or hotels. As a convenience to our passengers, Variety Cruises World may sell tickets for shore excursions or arrange other services which are operated by independent contractors, but as a result of these activities and services Variety Cruises World assumes no liability of the actions or omissions of such contractors.

Any and all Excursions included within the itinerary may be subject to minimum or maximum numbers of participants. Excursions are subject to availability. Variety Cruises World has no liability for any land-based arrangements. Excursions, lecturers and personalities may vary from those advertised.

Subject to the "Liability" clause below, Variety Cruises World shall not be liable for any loss or damage, including but not limited to, loss of enjoyment, disappointment or distress for changes to, or cancellation of any Excursions, lecturers and personalities.

Without prejudice to the generality of the foregoing, the guests, unless otherwise provided herein, will have the option to utilize equipment provided by Variety Cruises World and to participate in various sports and recreational activities and expedition excursions off, under, around, about and in the environs of the Vessel and locations visited during the cruise. These activities may include but are not limited to zodiac transfers, kayaking, snorkeling, hiking and extensive walking ("Off-Vessel Activities").

All guests acknowledge that

(a) there are risks and dangers involved in the participation in Off-Vessel Activities and that these are potentially dangerous activities that can result in serious injury or death;

(b) Variety Cruises World can in no way guarantee the safety or welfare of the guests in any Off-Vessel activities and that Variety Cruises World is merely providing equipment and instruction to enhance the guests' enjoyment;

- (c) The guests shall knowingly and voluntarily assume the risk of and shall indemnify Variety Cruises World against any claims made by him or on his behalf as a result of using equipment provided by Variety Cruises World and participating in Off-Vessel Activities;
- (d) The guests shall acquire the training and skill necessary to participate in Off-Vessel Activities and shall follow the rules, guidance, directions and procedures of Variety Cruises World; and
- (e) Variety Cruises World shall accept no responsibility for the guest's failure to abide by governmental rules, regulations and restrictions and Variety Cruises World rules, guidance, directions and procedures concerning Off-Vessel Activities.

19. Guest Responsibilities

All guests must comply and the Guest shall procure that all other guests comply with and abide by the terms and conditions of this ticket/contract, the national and international rules and regulations, as well as all orders and directions of the Master and other officers of the Vessel. The officers on board the Vessel have the right to use all reasonable means to enforce such rules, regulations, orders and directions including, but not limited to, the removal of guests from the Vessel. If it appears to the staff or crew at any time during the cruise that guests are or are becoming for any reason unfit to travel or likely to endanger the health, safety or comfort of anyone on board then the Master or duly authorized representative may refuse to embark or disembark the guests at any port or place, transfer the guests from one suite to another, or otherwise deal with the guests as may be necessary. In such circumstances the guests shall not be entitled to any refund or compensation and shall be liable to pay any fines, losses or compensation due to any party. All guests must be at Variety Cruises World designated pier in the initial port of embarkation site at least one (1) hour before the appointed time for sailing.

No guests shall pay, nor receive any general average contribution with respect to any property. Each guest agrees to fully indemnify and hold harmless Variety Cruises World and any other Indemnitee against any damages, liabilities, losses, penalties, fines, charges or expenses incurred or imposed upon Variety Cruises World and any other Indemnitee as a result of any act, omission or violation of law by the guest or any minor for whom the guest is responsible.

All guests must be eighteen (18) years of age or older to purchase or consume alcohol. Variety Cruises World reserves the right to refuse to serve anyone who in the sole judgment of the Master or the Officers of the ship may be under the influence of alcohol, or for any reason necessary in their judgment to preserve the health and safety of guests and employees.

All guests must attend all mustering drills while on board the Vessel. This is an exercise that is required by law and is held for guests' safety. A failure by any guests to attend a mustering drill may result in disembarkation of any such guest from the Vessel without any recourse to, or liability of Variety Cruises World.

All guests shall allow Variety Cruises World, the Master and the Vessel's officers, in their sole discretion, in order to ensure the safety of the passengers, the Vessel and crew, the right to search a guest and any guest's suite/stateroom or property in order to investigate any reported incident, whether involving a crime or personal injury, sickness or damage to property and they may preserve evidence of any reported incident in order to comply with any requests from law enforcement authorities and to carry out any investigation aboard the Vessel.

All guests will be required to complete a "Guest Information Form" prior or upon boarding. No questions may be left unanswered. No guests may be permitted to board the Vessel or embark on the cruise if

complete information has not been provided. The "Guest Information Form" requests the following information: Full name of each guest, as per their passport details, Telephone numbers (landline and mobile), Email addresses, Home addresses, Contact information of family or other in the event of an emergency (Carrier must be able to reach each guest's emergency contact at any time of day. Carrier must, therefore, be provided with all information to allow Carrier to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a mobile phone number if available) of a parent, guardian, spouse, domestic partner, or other person to contact in the event of an emergency).

All guests must possess their passport valid for SIX (6) months beyond the return date of their trip and any necessary visas (visas for Excursions are sometimes required for certain countries). All guests are responsible for determining which travel documents, visas, vaccinations and medications are required for the ports of call and sites on the advertised itinerary and for obtaining the same at their own cost and Variety Cruises World shall not be liable to provide such information to guests. If Variety Cruises World, as a courtesy to guests, provides information or advice as to necessary travel documents, visas and vaccinations, guests must verify such information with the appropriate government authorities. If the government in a scheduled port of call denies guests from entering, going ashore or disembarking due to the nature or content of their passport or visa or for any other reason whatsoever, guests understand that he/she may not be permitted to embark, disembark or go ashore in that country and that carrier cannot be held responsible if the guest is unable to embark the Vessel as scheduled, the guest is disembarked during the voyage or the guest is required to stay on board during the call.

The Guests must report to Variety Cruises World in writing, at the time the reservation is made or, if the condition arises subsequent to the reservation, immediately, any of the following medical or health conditions which may apply to him or to any other guest: a) any physical or mental condition that may require special care, medical treatment or assistance; b) any physical or mental condition which may render a guest unfit for travel; c) any condition which may constitute a risk or danger to the health, safety or comfort of the guest or to anyone else on board the Vessel, d) any physical or mental condition requiring oxygen for medical reasons.

The medical services and medication on board the Vessel is extremely limited and all guests are required to bring an adequate supply of any specific medication needed. It is therefore recommended that guests have full travel insurance to cover any medical costs incurred on board. Variety Cruises World has no liability whatsoever for any treatment, diagnosis, advice, examination or other services provided by any medical personnel or other service providers on board the Vessel and at any ports of call. If any guests fail to obtain and to have such documents, and the guest may be required to disembark during the voyage, then Variety Cruises World will not provide a refund or otherwise be liable to any guests for such disembarkation.

20. Liability

Subject to the provisions of the Conventions and Regulations referred to in here below, Variety Cruises World accept responsibility for death, injury or illness caused by the negligent acts and or omissions of it and any of its direct employees. Variety Cruises World limit its liability, where applicable, by the Conventions and Regulations mentioned here below. In any event, Variety Cruises World is not responsible for any improper or non-performance which is: a) wholly attributable to the fault of the guests; b) attributable to the unforeseeable or unavoidable act or omission of a third party unconnected

with the provision of any services to be provided by its direct employees, c) attributable to an unusual or unforeseeable circumstance beyond the control of Variety Cruises World the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) an event of force majeure; or d) attributable to an event which Variety Cruises World could not even with all due care have foreseen or forestalled.

For claims not involving personal injury, death or illness or which are not subject to the Conventions and Regulations referred to in here below, Variety Cruises World liability for improper performance of the ticket/ Contract shall be limited to a maximum of twice the ticket/contract price which the affected guest paid (not including premiums and amendment charges).

All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These conditions of carriage may limit or exclude liability, are expressly incorporated into the ticket/Contract and also form the terms and conditions of separate contracts between the guests and the particular carrier as contained in that carrier's ticket which is provided to the guest before the scheduled departure date. Copies of these terms and conditions are available on request from Variety Cruises World. Carriage of passengers and their luggage by sea and the liability of carriers in the event of accidents is governed by the Athens Convention 1974 as subsequently amended or modified (the "Athens Convention"). So far as applicable, the Athens Convention is expressly incorporated into these Terms and Conditions and any liability of Variety Cruises World for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. The Athens Convention presumes that luggage has been delivered undamaged to the guests unless written notice is given to Variety Cruises World (as carrier): a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. Any damages payable by Variety Cruises World up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the guest and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Convention are available from Variety Cruises World on request.

Carriage of passengers and their luggage by sea and the liability of carriers in the event of accidents is governed by EC Regulation No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents as subsequently amended or modified ("Regulation A"). Passengers' rights when travelling by sea and inland waterway are governed by EU Regulation No. 1177/2010 of the Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004 as subsequently amended or modified ("Regulation B"). (Regulation A and Regulation B shall, where the context permits, be referred to as the "Regulations".) The Regulations are expressly incorporated into these Terms and Conditions and any liability of Variety Cruises World for death or personal injury or concerning the rights of passengers in relation to non-discrimination, cancellation or delay shall be determined accordingly. The global limitation of liability available under Article 5 of Regulation A and the Exceptions and special conditions, and Exemptions available under Articles 8 and 20, respectively, of Regulation B, shall apply in respect of any damages payable by Variety Cruises World or to reduce or exclude liability as appropriate. Copies of the Regulations are available from Variety Cruises upon request. Insofar as Variety Cruises World may be liable to guests in respect of claims arising out of

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carriage by sea, Variety Cruises World shall be entitled to all the rights, defenses, immunities and limitations available, respectively, under the Athens Convention, and nothing in these Terms and Conditions shall be deemed a surrender thereof.

Insofar as the cruise or any part of it may be performed on a vessel not owned by Variety Cruises World, it is agreed that Variety Cruises World, shall at all times nevertheless be deemed a vessel owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability.

Any liability in respect of death and personal injury and loss of and damage to luggage which Variety Cruises World may incur to guests, whether under the Ticket/Contract in accordance with these Terms and Conditions or otherwise, shall always be subject to the limits of liability contained in either the Athens Convention or Regulation A. 12.10 Notwithstanding anything to the contrary elsewhere in these Terms and Conditions, Variety Cruises World shall not in any circumstances be liable for any loss or anticipated loss of profits, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature. Variety Cruises World shall not be liable for any indirect, special or consequential damages.

21. Complaints and Claims

All guests must raise any complaints, including, without limitation, any failure to provide a service forming part of the Cruise or any Additional Service paid or any property damage or loss or injury, illness or death of a guest, immediately with Variety Cruises World and confirm this in writing at the earliest possible opportunity. If any complaint arises during the Cruise which might give rise to a claim it must be notified immediately to the Vessel's staff and written notice must be given to Variety Cruises World as soon as possible and in any event within two (2) months (or, if a shorter period is prescribed under the applicable international convention then within that period) from the date on which the service was performed or when it should have been performed or when the property damage or loss or injury, illness or death occurred. Within one (1) month of receipt of the complaint, Variety Cruises World will give notice to the Guest that his complaint has been substantiated, rejected or is still being considered. Variety Cruises World will provide the final reply to the complaint within two (2) months of receipt of the complaint. In any event, unless a longer period is provided for by force of law, proceedings in respect of any claim must be brought within six (6) months of the end of the cruise, failing which Variety Cruises World shall be under no liability to the guests.

22. Law & Jurisdiction

This ticket/contract and all disputes or claims whatsoever shall be governed exclusively, in all respects and without regard to the conflict of law principles, by the Greek Laws and Greek Courts.