

Last Updated June 23, 2015

MONSTERS OF ROCK CRUISE TERMS & CONDITIONS

Monsters of Rock Cruise Terms & Conditions Are Subject To Change At Any Time.

Please read the following Terms and Conditions BEFORE you book your cabin on the cruise. These documents contain important limitations on your rights. These are legally binding documents. This document contains additional contractual terms, conditions, and limitations between you and On the Blue Cruises, Inc. ("On the Blue"), Norwegian Cruise Line ("NCL") and their respective officers, directors, employees, affiliates, subsidiaries, parent companies, related companies, agents and contractors (collectively referred to herein as the "Released Parties"), with respect to this cruise beyond the terms and conditions described in the [Norwegian Cruise Line \(NCL\) Guest Ticket Contract](#) ("NCL Ticket Contract"). These Terms & Conditions are incorporated into and made a part of your NCL Ticket Contract.

All references to "Guest" shall have the same meaning as "Passenger" for purposes of this Contract and the words Guest and Passenger as used in these Terms & Conditions shall include each person listed on a Ticket Contract and each person, other than On the Blue personnel, NCL personnel, and artists and artist personnel, who embarks on the Cruise or attends any Cruise or Cruise related event, whether or not listed on a Cruise Ticket Contract. All terms shall be considered gender neutral and pronouns shall refer to the masculine and feminine, as context requires.

TICKET CONTRACT

By making this reservation, or by acceptance and/or use of the NCL Ticket Contract, the person named thereon as Guests, each passenger and guest on the same reservation, acknowledges he or she has read, and understands each and every term, condition, and provision of the NCL Ticket Contract and agrees to be bound thereby. In addition, by making this reservation or by the acceptance and/or use of the NCL Ticket Contract by the persons named as Guests, it shall be deemed to bear acceptance and agreement by each and every person to all the additional Terms and Conditions set forth herein.

Passenger acknowledges and expressly agrees On the Blue (and its affiliates) are acting solely in their capacity as tour operators, brokers and independent contractors arranging this cruise and that On the Blue has no right or ability to control or direct the operational or navigational activities of the vessel or crew in any manner whatsoever whether aboard the ship or ashore including without limitation persons furnishing services to the vessel or to the passengers including shore side excursions, personnel, or contractors, embarkation and disembarkation to and from the vessel, the condition of the vessel and its equipment.

CRUISE FARE

Your Cruise Fare includes payment for all On the Blue talent/entertainment related fees, your accommodations on-board the ship, all meals in the main dining room(s) and cafeteria, other casual dining throughout the day, non-carbonated, non-alcoholic beverages (coffee, tea, juices, etc.), room service during posted hours (surcharge may apply to some items), use of the ship's pools, health and fitness centers.

Your cruise does not include government fees and taxes, fuel surcharges, transportation to/from ship, shore excursions, sightseeing or meals ashore, meals in specialty and à la carte restaurants, laundry, wine, beer, liquors, cocktails, soda, mineral water, medical expenses, spa treatments, beauty salon, casino gaming, onboard shopping, onboard gratuities to the ship's personnel, or any other items of a personal nature.

PRICES & PAYMENTS

Rates as described on the Pricing page of the *Monsters of Rock Cruise* website (www.monstersofrockcruise.com) are per person based on double occupancy. All deposits are based on a minimum of two (2) guests per cabin. The date you make your reservation will ultimately determine your total payment due at the time of booking.

Standard Deposit Requirements (special payment programs may supersede):

At the time of reservation

\$250 per person deposit is due at the time of the reservation for all Inside, Oceanview and Balcony cabins.

\$500 per person deposit is due at the time of booking for all Mini Suites, Penthouse and Haven Suites.

Thursday, July 16, 2015

\$300 per person is due by Thursday, July 16, 2015 for all Inside, Oceanview and Balcony cabins.

\$500 per person is due by Thursday, July 16, 2015 for all Mini Suites, Penthouse and Haven Suites.

Reservations made on or after July 16th will require a deposit of \$550 per person for all Inside, Oceanview and Balcony cabins. A \$1000 per person deposit is due for all Mini Suites, Penthouse and Haven Suites.

Thursday, September 17, 2015

50% of the remaining balance is due by Thursday, September 17, 2015 for all cabins.

Reservations made on or after September 17th will require a deposit of 50% of the full cruise fare.

Thursday, November 19, 2015

The remaining balance is due by Thursday, November 19, 2015 for all passengers.

Reservations made on or after November 19th will require a deposit of 50% of the full cruise fare and must be paid in full within 45 days of the booking or January 23, 2016 (30 days from the departure date), whichever comes first.

A \$40 per person late payment fee may be applied for each cabin that does not remit payment by the required payment deadlines. On the Blue reserves the right to cancel any reservation that has missed two (2) consecutive payment dates.

If payment in full has not been received by Thursday, November 19, 2015, On the Blue reserves the right to consider a reservation canceled, and to charge the applicable cancellation penalties.

Single passengers are responsible for and will only be charged one add-on fee of \$250 for mandatory government taxes, fees and gratuities.

The Payment Terms described above supersede those made by the NCL Ticket Contract. Please note the payment provisions of these Terms and Conditions apply to the Cruise, regardless of any representations made by NCL or its affiliated entities, whether in the NCL Ticket Contract terms or elsewhere. The rights granted to passengers in the NCL Ticket Contract relating to the payment or refund of cruise fare and to cancellations by passengers shall not be operative.

GOVERNMENT TAXES, FEES AND PRE-PAID GRATUITIES

Mandatory Government Taxes, Fees and Pre-Paid Gratuities totaling \$250.00 (USD) will be charged with the balance due on your cabin. These charges are in addition to the Cruise fare and may include, but are not limited to, passenger facility charges, security surcharges, international passenger departure or arrival tax, customs user fee, immigration fee and agricultural inspection fee, and miscellaneous ticking fees. These taxes and fees are subject to increase prior to your departure date, in which case you will be invoiced for the balance.

Please note: Mandatory pre-paid gratuities are for the maître d' and his assistants, your waiter and busboys, buffet staff, stateroom attendants, room service and bellboys. Casino dealers and spa personnel are not included, since not all guests will utilize those services. A gratuity for bar services and servers will be included on all bar checks, added to the price of your drinks.

CABIN ASSIGNMENT

Cabins are assigned based upon occupancy and availability at the time of booking by On the Blue. Special requests will be accommodated if possible, as determined by On the Blue. On the Blue reserves the right to reassign passengers to another comparable cabin at any time, if required in the sole opinion of On the Blue.

CANCELLATION

Due to the unique nature of our event, we have a very strict cancellation policy. We HIGHLY recommend that passengers consider purchasing travel insurance.

ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE

All cancellation and reservations changes must be submitted in writing using our **"Request for Reservation Changes Form."** To request a form, please email us at reservations@MonstersOfRockCruise.com. No exceptions will be made.

NO-SHOWS

There will be no refunds given for those who do not show up on time, for unused tickets, or to those seeking refunds after the Cruise has commenced.

Please note the cancellation provisions of these Terms and Conditions apply to the Cruise, regardless of any representations made by NCL, whether in its passenger contract terms or elsewhere. The rights granted to passengers in the NCL Ticket Contract relating to the payment or refund of cruise fare and to cancellations by passengers shall not be operative.

RESERVATION CHANGES, TRANSFERS & FEES

The Passenger who places a reservation for a cabin onboard is considered the cabin's "Primary" passenger, and is therefore solely responsible for initiating or authorizing all changes to the reservation. **Downgrading your cabin to a cabin of lesser value is not allowed.**

Primary passenger name changes are considered a CABIN TRANSFER and are subject to a transfer fee of \$250 USD.

No transfer **or change** of a reservation to a NEW passenger shall be made without On The Blue's prior approval, to be given or withheld in On The Blue's sole discretion. Under no circumstances shall a Passenger or any person or entity acting on Passenger's behalf (i) sell a reservation, **cabin, or berth** to any other person or entity **for more than the price paid by the Passenger**, or (ii) offer the reservation, **cabin or berth** to any other person(s) or entity(s) as a prize or award in a drawing, contest, lottery, sweepstakes, raffle or similar event of any kind; a transfer in violation of this sentence shall not be permitted, and the Primary passenger shall indemnify and hold harmless On The Blue from and against any damages, losses and claims suffered by On The Blue as a result of a violation by Primary passenger of this paragraph. If a Primary passenger wishes to transfer the reservation,

cabin or berth to a NEW passenger, it shall send a request for approval of this transfer to On The Blue, along with the reason for the requested transfer and a statement that the transfer will not violate this paragraph, the NEW passenger name, and a completed NCL Passenger Contract for the NEW passenger. If the request is approved by On The Blue, the NEW passenger must make full deposit payment amount due based on the above due dates. Once that payment has been made, then the applicable amounts paid by the ORIGINAL traveler will be refunded directly to the original traveler. Any NEW passenger sailing with a reservation transferred to him/her in violation of this paragraph may be denied boarding by On The Blue or removed from the Cruise at any port, at such NEW passenger's cost.

Through July 16, 2015

Each cabin will receive one (1) complimentary name change (excluding Primary passenger) or passenger addition, for second, third or fourth passengers. Any Additional changes prior to July 16, 2015 will be assessed a \$50 fee for each occurrence.

July 17, 2015 – September 17, 2015

Any changes made to a reservation between July 17, 2015 – September 17, 2015, including but not limited to, the addition of any guest not currently listed on the reservation are \$50 per change.

September 18, 2015 - January 21, 2016

Any changes made to a reservation between September 18, 2015 – January 21, 2016 (5:30 pm Eastern) including but not limited to, the addition of any guest not currently listed on the reservation are \$150 per change.

January 22, 2016 – February 26, 2016

No changes will be allowed.

All reservations changes (name changes, transfers & fees) must be submitted in writing using our "**Change Request Form.**" To request a form, please email us at reservations@monstersofrockcruise.com. The date that such written notice of change/cancellation is received will determine the applicable change fee/cancellation fees per the above schedule. No exceptions will be made.

RIGHT TO CHANGE ITINERARY

On the Blue and/or NCL reserve the right, at any time, to change the cruise itinerary whenever advisable or necessary, within their sole discretion. In such case, On the Blue and/or NCL will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds will NOT be made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

PORTS OF CALL

You assume sole responsibility for your own safety in any port of call. On the Blue and the other Released Parties do not guarantee your safety at any time. You may find information about the scheduled ports of call through the U.S. Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations. On the Blue and the other Released Parties assume no responsibility for gathering and/or disseminating any such information.

SHORE EXCURSIONS & CRUISE AMENITIES

You acknowledge that all shore excursions and tours, however conducted; airline flights and ground transportation; and any ship physician, nurse and on board concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors and not by On the Blue. On the Blue neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that each of the Released Parties assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.

AGE REQUIREMENTS

Infants must be at least 6 months old at the time of sailing.

Guests under the age of 21 must be traveling with a parent or responsible adult AND must be booked in the same stateroom or a connecting cabin.

Guests under the age of 21, traveling with a guardian 21 years or older, (who is not a parent, grandparent or court-appointed legal guardian), MUST bring an original signed letter from the absent parent/legal guardian authorizing the minor to travel with the appointed guardian. This will expedite processing by the Department of Homeland Security. Please note that a notarized letter to this effect is highly suggested. In addition, the ***NCL Parent/Guardian Consent & Release Form*** must be filled out and present at the pier during embarkation with the required identification (a copy of both parents/legal guardians driver's license or other government issued identification).

Please note that adult guests are responsible for the safety and behavior of their minor guests.

Guest ages will be verified at embarkation. Guests not conforming to this policy will be denied boarding and assessed a 100% cancellation penalty. NO exceptions will be made at embarkation.

PASSPORT & LEGAL DOCUMENT REQUIREMENTS

We strongly encourage guests to visit the Department of Homeland Security website (<http://www.dhs.gov>) or the Foreign Affairs & International Trade Canada website (<http://www.voyage.gc.ca>) for the most up-to-date traveler information including passport and visa requirements as well as travel advisories and safety recommendations.

Please Note: Guests who fail to have the required documents as determined by U.S. Customs & Immigration will be denied boarding and such guests shall not be entitled to any refund nor shall Monsters of Rock Cruise, On The Blue Cruises, Inc. Norwegian Cruise Line have any further liability to such guests.

Although a passport is not required for U.S. citizens taking “closed loop” cruises, we strongly recommend that all guests travel with a passport (valid for at least six months beyond completion of travel). Having a passport will enable guests to fly from the U.S. to a foreign port in the event they miss their scheduled embarkation or to fly back to the U.S. if they need to disembark the ship mid-cruise due to an emergency.

U.S. CITIZENS

The Western Hemisphere Travel Initiative (WHTI) Passport Requirements became effective June 1, 2009, for land and sea borders. While the WHTI requires a valid passport for land and sea travel, a final ruling was issued allowing leniency for “closed-loop” cruises, i.e., sailings that both originate and terminate in the same U.S. port.

For both security and immigration purposes, each guest is responsible for bringing all necessary travel documents and identification required for the cruise itinerary. Only a valid passport (*please note exception for closed loop sailings*) or other WHTI compliant document will be accepted for entry or re-entry into the U.S.

U.S. citizens taking “closed-loop” cruises are not required to have a passport. However, guests who will be traveling without a passport will need proof of citizenship such as one of the following:

1. **U.S. Passport – RECOMMENDED**
2. **U.S. Passport Card** - The U.S. Passport Card can be used to enter the United States from Canada, Mexico, the Caribbean, and Bermuda at land border crossings or sea ports-of-entry and is more convenient and less expensive than a passport book. **The passport card cannot be used for international travel by air.**
3. **Original** or **Certified** copy of a Government Issued **Birth Certificate** with a raised seal or in some cases a holographic image. Neither a notarized copy of a birth certificate NOR a ***Live Hospital Birth Certificate will be accepted by CBP. Please also keep in mind that if you are traveling using a birth certificate and you have had a name change (i.e.: marriage), you will need to provide proof of that name change (i.e.: marriage license).***

4. **Consular report of Birth Abroad** - Notarized copies are not acceptable. *We highly recommend that if at all possible, guests travel with a Passport.*
5. **Certificate of Naturalization** - *Notarized copies are not acceptable. We highly recommend that if at all possible, guests travel with a Passport.*
6. **Enhanced Driver's license (EDL)** - There are currently only four (4) U.S. States and four (4) Canadian Provinces producing EDL's.
 - U.S.:** Michigan, New York, Vermont, and Washington
 - Canada:** British Columbia, Manitoba, Ontario, and Quebec

In addition to proof of citizenship, guests will be required to present a government-issued photo ID, such as a driver's license. Children are also required to bring proof of citizenship, and if 16 and over, a photo ID is also required.

ONLY US Citizens can sail using Proof of Citizenship along with a government issued photo ID. Canadian and Bermudian citizens are required to have a passport for air, land and sea travel.

Birth certificates from Puerto Rico issued prior to July 1, 2010 are not valid forms of proof of citizenship accepted by U.S. Customs and Border Protection. Guests from Puerto Rico either need to present a WHTI-compliant document or government-issued photo identification with a validated birth certificate issued after July 1, 2010.

PLEASE NOTE: We have been informed by the CBP that they will **NOT** accept the following forms of ID:

1. Notarized Photo Copy of a Birth Certificate
2. Notarized Photo Copy of a Passport
3. Record of Live Birth from a Hospital / Hospital Birth Certificate
4. World Passport
5. Social Security Card
6. Voter Registration Card
7. Baptismal Certificate

These documents are NOT WHTI compliant documents, therefore, are NOT acceptable proof of citizenship.

U.S. ALIEN RESIDENTS & NON-U.S. CITIZENS

U.S. Alien Residents

Alien Registration Card (Green Card)

U.S. Alien Residents require a valid Alien Resident Card and, in some cases, a passport (depending on itinerary). Guests must check with their consulate or appropriate government authority to determine if their nationality requires they also bring a passport along with their Alien Resident Card.

U.S. lawful permanent residents will continue to be able to use their Alien Registration Card issued by the Department of Homeland Security or other valid evidence of permanent residence status to apply for entry to United States.

Card renewal is an important matter. ARC holders (United States permanent residents) with expired cards may be considered “out of status” and may be denied entry / reentry into the United States. If your ARC was issued over 10 years ago, you should check the expiration date printed on the front of the card. If your card is expired, or it is about to expire, you should renew your card before you sail.

If you are holding an old edition ARC WITHOUT an expiration date, you will not be detained from entering the United States, but U.S. Customs and Border Protection highly suggests that you apply for a new card before you sail.

For additional information, visit:

<http://www.uscis.gov/green-card/after-green-card-granted/renew-green-card>

Other Non-U.S. Citizens

All guests of nationalities other than United States must have a valid passport for six months beyond the period of their intended stay in the United States along with any and all valid visas (if applicable). Please see below additional information regarding the Visa Waiver Program and Six Months Passport Validity Rule excepted countries.

Non-U.S. citizens require a valid machine-readable passport and a valid, unexpired U.S. Multiple Re-entry Visa, if applicable. Guests are advised to check with their consulate, or appropriate government authority to determine the necessary documents.

Non-U.S. citizens that are eligible to apply for admission under the Visa Waiver Pilot Program must still have a valid unexpired passport. U.S. State Department regulations require all guests traveling from visa-waiver countries be in possession of a machine-readable passport that includes a biometric identifier – e.g., embedded digital photograph. Otherwise, guests will be required to obtain a U.S. Multiple Re-entry Visa. Guests without proper identification may be refused boarding or entry into the United States.

On occasion, non-U.S. citizens and U.S. Alien Residents may be asked to surrender their passport and/or Alien Resident Card at time of embarkation. These documents will be returned upon completion of the Immigration inspection at the time of debarkation.

Citizens traveling under the Visa Waiver Program:

Citizens of the countries listed below may be eligible to travel without obtaining a US visa under the Visa Waiver Program (VWP), provided they meet the required criteria and have an approved ESTA. The Electronic System for Travel Authorization (ESTA) is a web-based system for the collection of information on the VWP nationals prior to boarding U.S. bound – air or sea carriers.

Registration in ESTA is mandatory for citizens of all 36 countries.

Andorra	Hungary	New Zealand
Australia	Iceland	Norway
Austria	Ireland	Portugal
Belgium	Italy	San Marino
Brunei	Japan	Singapore
Czech Republic	Latvia	Slovakia
Denmark	Leichtenstein	Slovenia
Estonia	Lithuania	South Korea
Finland	Luxembourg	Spain
France	Malta	Sweden
Germany	Monaco	Switzerland
Greece	Netherlands	United Kingdom

For additional details about ESTA and/or the Visa Waiver Program please visit:
[http://travel.state.gov/visa/temp/without/without ...](http://travel.state.gov/visa/temp/without/without...)

For more information or to obtain a passport application, visit www.travel.state.gov.

All guests must present the required documentation at embarkation. Guests without the required documentation will be denied boarding and no refund will be issued. Please understand that Norwegian Cruise Line will strictly enforce this requirement to be in compliance with this important U.S. Government mandate.

Family Legal Documents: Adults who are not the parent or Legal Guardian of any minor child traveling with them are required to present the child’s valid passport and visa (if required) or the child’s birth certificate (original or certified copy) and an original notarized letter signed by at least one of the child’s parents. The notarized letter from the child’s parent must authorize the traveling adult to take the child on the specific cruise and must authorize the traveling adult to supervise the child and permit any medical treatment that must be administered to the child. If a non-parent adult is a Legal Guardian, the adult must

present a certified certificate of Guardianship with respect to the child.

NON-US CITIZENS

You will need a valid passport and, in some cases, a visa. If you live in the U.S., you will also need the original copy of your Alien Registration Card (ARC or "Green Card") and any other documentation the countries on your itinerary require due to your alien status.

Citizens from the Visa Waiver Program countries will require a machine-readable passport valid for the duration of their voyage.

A machine-readable passport has a code like this on the bottom of the picture page:

P<<<<<<<<<1234567890M1234567890M1234567890<1234567890

On the Blue and the other Released Parties (as herein defined) assume no responsibility for advising you of immigration requirements. Non-U.S. citizens, including resident aliens, must contact the appropriate consulates, embassies and/or immigration office(s) to inquire about necessary documentation for the Cruise's ports of call.

Your name, as listed on your travel documents, must exactly match your name as listed on your Cruise documents.

INOCULATION & HEALTH

All guests must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases inoculations are recommended but in some circumstances they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the Center for Disease Control and Prevention's Traveler's Health website or toll free at 1-877-FYI-TRIP, and the World Health Organization website.

PASSENGERS WITH SPECIAL NEEDS

By booking the Cruise, you warrant that you, and those traveling with you, are physically fit to travel at the time of embarkation. Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who will be up to *23 weeks pregnant by the end of the cruise* are required to produce a medical certificate of fitness to travel. The Carrier cannot for health and safety reasons carry pregnant Passengers of 24 weeks or more at the time of embarkation. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage.

Boarding will be denied to any person who will enter her twenty-fourth week of pregnancy by the time of the Cruise or during the cruise and to infants under four months old. You

must notify On the Blue at the time of booking of any disability or other medical or physical condition that may require special assistance during the Cruise. Your failure to do so will release the Released Parties from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. On the Blue and NCL reserve the right to require that any passenger who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the Cruise and in case of emergency.

MEDICAL CARE

You assume all risks associated with travel and transportation on the Cruise. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available. You agree to indemnify and reimburse On the Blue and/or NCL in the event that either party, in its sole discretion, advances to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. On the Blue shall have no responsibility to advance any such costs.

LUGGAGE

NCL and On the Blue assume no responsibility for carry-on luggage. Any luggage left at the pier will be forwarded at the guest's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area. All luggage must be stored in the passenger's cabin. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought onboard the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of NCL. All luggage hand-carried or checked is subject to search.

ROOMMATES

Your decision to accept a roommate for the Cruise is at your own risk. On the Blue and its Released Parties are not responsible nor liable for any and all claims or cause of action arising out of or in connection with your selection of a roommate for the Cruise or assignment of a roommate to you by On the Blue, including, without limitation, any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from such request, selection or assignment.

VENDING

You may not sell, promote, distribute or offer for sale any merchandise, goods, souvenirs or other products on the Cruise without first obtaining On the Blue written approval. You may not permanently disembark the Cruise ship, or remove any merchandise from it, at any port in the United States, its districts, territories or possessions, other than at the port of final disembarkation (Miami).

PHOTOGRAPHY & VIDEO

On the Blue and/or its promotional partners have the exclusive right to include photographic, video and other visual portrayals of passengers in any medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to passengers, and all rights, title and interest therein (including all worldwide copyrights therein) shall belong to On the Blue and shall be On the Blue sole property, free from any claims by passengers or any person deriving any rights or interest from passenger. A video crew will be shooting footage to be used for the promotion of future On the Blue events. When the video team is shooting in any particular location/venue on the ship, your presence in said location/venue acknowledges your permission for your likeness to be used in future, non-broadcast promotional videos or still pictures. If you do not wish to be filmed please notify the video crew and be prepared for them to ask you to exit the location/venue for a short time until taping is complete.

PHOTO POLICY FOR PASSENGERS

Guests will be permitted to take photos and videos onboard the cruise and during performances with small, non-professional digital cameras and cell phones. Out of respect for our performers and your fellow guests, we ask that you please NOT use flash during shows. Professional quality cameras with detachable lenses and video specific cameras are strictly prohibited. We appreciate your cooperation!

REFUSAL OF PASSAGE

Transportation on the Cruise may be denied to any person who, in On the Blue or NCL sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others; or (3) is inadmissible under the laws of any country of debarkation. In addition, On the Blue and NCL reserve the right to refuse passage, disembark or confine to a stateroom any person whose physical or mental condition or behavior they consider, in On the Blue and/or NCL's sole discretion, to constitute a risk to the person's own well-being or that of any other person. On the Blue and/or NCL have the right to disallow booking or boarding to any passenger, who in the opinion of On the Blue and/or NCL may impact the cruise, the business or reputation of On the Blue and/or NCL, other passengers, or artists in a negative or disruptive way. On the Blue and NCL shall have full discretion and unilateral rights to make any such decisions. The Released Parties shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from On the Blue and/or NCL's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.

PASSENGER DUTY

Passenger, or if a minor, his or her parent or guardian, shall be liable to, and shall reimburse Released Parties for, any damage to the Released Parties' property, the Vessel, the Transport or any property of NCL caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger; and Passenger, or if a minor, his or her parent or guardian, shall further indemnify the Released Parties and each

and all of their agents and servants against all liability which the Released Parties may incur towards any person or company or government for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of Passenger.

If, during the Cruise, Passenger feels that his/her safety is jeopardized by the act of any person, or if Passenger is injured by the act of any person or in any other incident, Passenger shall immediately report this to the On the Blue Hospitality Desk onboard the Cruise. In such instance, Passenger shall cooperate with On the Blue in any investigation that On the Blue may conduct.

PASSENGER CONDUCT

During the Cruise, Passenger shall abide by and conduct him/herself in accordance with all rules, regulations and directions of On the Blue and/or NCL (the "Rules"), including the Rules set forth in these Terms & Conditions and the Rules of which Passenger is made aware during the Cruise. The Rules include, but are not limited to, the following: during a performance, presentation, question and answer session, or other event, Passenger shall not (i) attempt to move onto a stage on which any artist is performing, (ii) climb onto poles or other structures near the stage, (iii) throw anything onto or towards the stage, or (iv) do anything that may interfere with a performance or with the audience's enjoyment of the performance. Passenger acknowledges that there may be security personnel present at performances to enforce the Rules and to protect the performers and the enjoyment of the performance by the audience.

In the event of a violation of the Rules by Passenger during a performance, Passenger acknowledges that security personnel will act quickly to protect the artists and to prevent Passenger from disrupting the performance, and Passenger hereby releases On the Blue and/or NCL from any injuries, claims or losses suffered by Passenger as a result of the actions of security or other personnel in the event of Passenger's violation of these Rules.

Passenger shall not put any person in danger for their safety or well being, or engage in a fight or other altercation with any person, onboard the Cruise.

In the event of a disruption of a performance by Passenger in violation of the Rules, On the Blue and/or NCL shall have the right, in its discretion, to remove Passenger from the performance, to bar Passenger from future performances during the Cruise, to remove Passenger from the Cruise at any port (as Passenger's sole expense), and/or to ban Passenger from attending any future On the Blue cruise. In the event of any other violation of the Rules by Passenger, On the Blue and/or NCL shall have the right, in their discretion, to remove Passenger from the Cruise at any port (at Passenger's sole expense) and/or to ban Passenger from attending any future On the Blue Cruises.

ZERO TOLERANCE DRUG POLICY

On the Blue has a zero tolerance policy regarding the use, possession, purchase or distribution of illegal controlled substances. Any violation of this policy will result in disembarkation from the vessel as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such cases On the Blue and NCL shall not be liable for any refund or other compensation or damages.

LIQUOR & BEVERAGE POLICY

Guests are prohibited from bringing any alcoholic beverages, non-alcoholic beverages or any food onboard. Alcoholic beverages will not be sold or served to anyone under the age of 21. We reserve the right to refuse the sale of alcoholic beverages to anyone. Alcoholic beverages purchased in the ship's gift shops or in ports of call will be retained by NCL until the end of the voyage.

LIMITATION OF LIABILITY

By booking the Cruise, you (the passenger) agree to release and hold harmless the Released Parties, from and against any claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) your request for or selection of a roommate for the Cruise or the assignment of a roommate to you if no request is made by you; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances (except when such damages were caused by the Released Parties' negligence and resulted from the same passenger's sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by the Released Parties); (4) any change in scheduled Cruise events and/or celebrity appearances; (5) violation of the Rules by you; or (6) if NCL exercises its contractual rights (see below). You further agree that the Released Parties shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by any of the Released Parties, nor for any intentional or negligent acts of any of the Released Parties' employees committed while off duty or outside the course and scope of their employment.

In the event that a court of competent jurisdiction holds any of the foregoing to be unenforceable, then the Released Parties' liability shall be limited to the maximum extent permitted by law. In addition, in such case:

- Claims for Personal Injury, Illness or Death: – The Released Parties shall not be liable for any claims whatsoever for personal injury, illness or death of a passenger, unless the passenger has first notified the On the Blue hospitality desk of such injury or illness during the Cruise if the injury or illness first occurred during the Cruise (so that On the Blue may

begin to gather information about such injury or illness while the Cruise is still going on), and full particulars in writing are given to On the Blue within 185 days after the date of the injury, event, illness or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the injury, event, illness or death, and unless served to On the Blue within 120 days after filing. You (the passenger) expressly waive all other potentially applicable state or federal limitations periods.

•Claims other than Personal Injury, Illness or Death: – The Released Parties shall not be liable for any claims whatsoever, other than for personal injury, illness or death of a passenger, unless the passenger has first notified the On the Blue hospitality desk of the existence of such claim during the Cruise if such claim was or should have been known to passenger during the Cruise (so that On the Blue may begin to gather information about such claim while the Cruise is still going on), and full particulars in writing are given to On the Blue within 30 days after the passenger is landed from the Cruise, or if the Cruise is abandoned, within 30 days thereafter. Suit to recover on any claim whatsoever other than for personal injury, illness or death shall not be maintainable unless filed within six months after the date the passenger is landed from the Cruise or the Cruise is abandoned, and unless served upon On the Blue within 120 days after filing. You (the passenger) expressly waive all other potentially applicable state or federal limitations periods.

THE EXCLUSIONS OR LIMITATIONS OF LIABILITY OF THE RELEASED PARTIES SET FORTH IN THE PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO AND BE FOR THE BENEFIT OF AGENTS, INDEPENDENT CONTRACTORS, CONCESSIONAIRES AND SUPPLIERS OF THE RELEASED PARTIES, TOGETHER WITH THE EMPLOYEES AND SERVANTS OF EACH OF THE FOREGOING. WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL THE RELEASED PARTIES OR NCL BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

CANCELLATION BY ON THE BLUE AND/OR NCL

In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of On the Blue or NCL, NCL in its sole discretion may cancel, advance, or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither NCL nor On the Blue shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution. If the Cruise is completely cancelled, On the Blue shall return to you your cabin fare, prepaid gratuities, cruise line transfers and related taxes and fees, or, if the Cruise is partially cancelled, a proportionate part thereof. Under such circumstances, On the Blue and the Released Parties shall have no further liability for damages or compensation of any kind. Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), even if purchased in conjunction with the Cruise, will be determined in accordance with the applicable cancellation policies for such other products or services and shall not be the responsibility

or obligation of On the Blue or NCL.

On the Blue has entered into an agreement with each performing artist on the Cruise to be present on board the Cruise and to perform in accordance with terms specified therein. However, neither On the Blue nor NCL shall be liable or responsible for failure of any artist or musician to appear on board or to perform under its agreement. Further, neither On the Blue nor NCL shall be liable or responsible for any loss, damage, cost, or expense of any kind to any Passenger or any other person or entity (i) in the event that such performance or appearance does not occur because of the failure of any artist or musician to appear on board to perform pursuant to such artist or musician's agreement with On the Blue, or because such appearance or performance is prevented or caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by governmental authority, illness, death of a family member or other cause or circumstance beyond On the Blue's reasonable control. In the event of any failure of contracted artists to perform during the cruise, On the Blue, in its sole discretion, may engage a replacement artist or artists, or may change, postpone or terminate all or any part of the Cruise or the entertainment program or change the program or itinerary. In such case, On the Blue, shall have no liability to any Passenger for any loss, damage, cost or expense whatsoever by reason of such change. If any contracted artist(s) or musician(s) (including an individual artist or musician who is a member of a band contracted for the Cruise by On the Blue) does not appear on board to perform during the Cruise, Passenger shall have no right to cancel his/her agreement with On the Blue with respect to the Cruise or to receive any refund of any monies paid to On the Blue in connection with the Cruise.

DECISIONS OF NCL

You will receive NCL Ticket Contract Terms and Conditions (the "NCL PASSENGER CONTRACT") with your Cruise ticket. The NCL Ticket Contract constitutes your agreement with NCL. The NCL Contract provides that NCL may exercise its rights in a variety of matters, including, without limitation: (i) it has the right to alter the ship's course, ports of call, itinerary, activity and shore excursions, for any reason, to ensure the comfort and safety of the passengers and crew;(ii) it has the right to make a decision to comply with any order, recommendation or direction given by any government or other person or On the Blue; and (iii) it has the right to make a decision to deny boarding to, confine to a stateroom or disembark any Cruise passenger. The Released Parties (as defined above) shall not be liable to you or any third party for any claim or cause of action arising, directly or indirectly, in whole or in part, out of NCL exercise of any of its rights as provided in the NCL Terms. Without limiting the foregoing, the Released Parties shall not be liable to any Cruise passenger for a full or partial refund of any Cruise fare, or for any lodging or transportation expenses, as a result of NCL exercise of its contractual rights.

DISPUTES

Except where prohibited by law, you (the passenger) expressly agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Cruise shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Miami, Florida, U.S.A. to the exclusion of the courts of any other state, territory or country; (2) you waive any objection to venue, jurisdiction or other objection that you may have to any such action or proceeding being brought in any court located in Miami, Florida; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the Cruise, but in no event attorneys' fees; and (4) you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

Miscellaneous

NCL reserves the right to substitute the Cruise vessel. Any consequences arising out of NCL exercise of this right shall be governed by the agreement between NCL and On the Blue, and not by NCL agreement with you, the passenger. Furthermore, in the event of any conflict between the NCL Terms and these Terms and Conditions, these Terms and Conditions will prevail. In addition, NCL and/or On the Blue may reassign cabins as determined necessary or desirable by the Vessel's Safety Department or On the Blue, in their sole discretion.

All trademarks are the exclusive property of their respective owners, all you shall have no rights to use or license any such trademarks, including but not limited to trademarks of On the Blue and NCL.

The information contained on this page and in other pages and material relating to the Cruise, including any information regarding celebrity participation and programmed events, is subject to change at any time and without notice. The Released Parties are not responsible for any errors, changes and/or omissions resulting in pricing, inventory or content discrepancies.

Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this ticket is, for all purposes, Passenger's agent and the Released Parties shall not be liable for any representation made by said travel agent. Passenger shall at all times remain liable to On the Blue for the price of passage.

In addition to the restrictions and exemptions from liability provided in these Terms and

Conditions, the Released Parties shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing in contained herein is intended to operate to limit or deprive the Released Parties of any such statutory limitation of or exoneration from liability. Without limiting the foregoing, the Released Parties claim benefit of all restrictions, exemptions and limitations of 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"), which limits the liability of the Released Parties for the death of or personal injury to a passenger to no more than the applicable amount of Special Drawing Rights as defined therein, and all other limits on damage or loss to personal property.

These Terms and Conditions and the terms accepted during the cruise reservation process contain the entire agreement between On the Blue and Passenger and supersedes any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision of must be made in writing and signed by an authorized representative of On the Blue. If any portion of shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portions shall remain in full force and effect.

***** The above Terms & Conditions are subject to change at any time *****

NORWEGIAN CRUISE LINE GUEST TICKET CONTRACT:

<https://www.ncl.com/sites/default/files/Guest Ticket Contract 03 2014.pdf>