

# Windstar's EU Conditions of Carriage

## **WINDSTAR CRUISES EU CONDITIONS OF CARRIAGE**

The Carrier is Windstar Cruises Marshall Islands, LLC of 8400 N.W. 36th Street, Suite 520, Miami, Florida 33166.

### **IMPORTANT NOTICE TO ALL PASSENGERS: CRUISE TICKETS ARE ISSUED SUBJECT TO THESE CONDITIONS OF CARRIAGE. PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE COMMENCING TRAVEL.**

These Conditions of Carriage set out the terms that govern the relationship, responsibilities and liabilities as between the Passenger and the Carrier and are **BINDING ON THE PARTIES**. The Passenger has entered into a Contract with a Principal ("Contract") and these Conditions of Carriage are incorporated into the Contract.

These Conditions of Carriage cannot be amended without written and signed consent from the Carrier or its authorised representative.

#### **1. IMPORTANT DEFINITIONS AND INTERPRETATION:**

**"Athens Convention"** means the convention relating to the Carriage of Passengers and their Luggage by Sea, as amended or replaced from time to time. A copy of the Athens Convention can be provided on request or can otherwise be found at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/261628/Misc.6.2013\\_Prot\\_2002\\_Athens\\_8760.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prot_2002_Athens_8760.pdf).

**"Carrier"** means the owner, charterer, operator, manager of the Ship and any tenders or other means of transport provided to the Passenger. to the extent that it acts as carrier or performing carrier (in accordance with the definition provided in the Convention relating to the Carriage of Passengers and their Luggage by Sea adopted at Athens on the 13 day of December 1974 and the Protocol thereto adopted as of November 1976 (hereinafter referred to as the 'Athens Convention'). Where the Athens Protocol 2002 applies, **"Carrier"** means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by that person or by a performing carrier (in accordance with the definition provided in Article 2 of the Athens Protocol 2002).

**"Conditions of Carriage"** means this document entitled Windstar Cruises EU Conditions of Carriage and any provisions incorporated herein by reference.

**"Cruise"** refers to the specific cruise booked and listed on your cruise ticket, as it may be modified and shall include periods during which you are embarking or disembarking the Ship at any terminal owned or operated by us or are on shore while the Ship is in port.

**"Disabled Person" or "Person with Reduced Mobility" (also "PRM")** means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual or psychosocial disability or impairment, or any other cause of disability, or as a result of age, and whose situation needs appropriate attention and adaption to his/her particular needs for the service made available to all passengers.

**EU Regulation 1177/2010"** means the EU Regulation 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.

**“Initial Departure”** means the time at which you first begin your Cruise.

**“Luggage”** means any luggage, packages, suitcases, trunks or other personal items belonging to or carried by any passenger, including cabin luggage, hand luggage and articles worn by or carried on the persons of the passenger or deposited with the purser for safe custody.

The **"Master"** is the Captain or person in charge of the carrying Ship at any given point and commanding of the Ship.

**“Minor”** means any child under the age of 18.

**“Principal”** is the party with which You have entered into the Contract for the Cruise and/or Package known as the Organizer in the European Package Travel Directive (EU) 2015/2302, as implemented into local law in each EU Member State.

**"Package"** has the meaning set out in the European Package Travel Directive (EU) 2015/2302, as implemented into local law in each EU Member State and as amended or replaced from time to time, and includes the Cruise on board the Ship.

**“Regulation 392/2009”** means the EU Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents. A copy of the Regulation 392/2009 can be provided on request or can otherwise be found at <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32009R0392>.

**“Ship”** refers to the ship that will provide the ocean and or river transportation portion of the Cruise, or any substituted Ship. All of the Ships are registered in the Bahamas and owned by Windstar Cruises Marshall Islands, LLC.

**“Shore Excursion”** means any excursion offered for sale for which a separate charge is payable whether booked prior to commencement of the cruise or onboard the vessel.

**“You” and “Passenger”** means each passenger to or for whom these Conditions of Carriage have been issued including Minors and their heirs, successors in interest and personal representatives.

**“We” or “Us” or “Owner” or “Carrier”** refers to Windstar Cruises Marshall Islands, LLC, a Marshall Islands limited liability company doing business as Windstar Cruises. Ship ownership and registry are subject to change.

**“Windstar Land Package”** includes any shore activity before or after the Cruise or ashore during the Cruise arranged for you by us in connection with your Cruise.

In these Conditions of Carriage a reference to any law includes a reference to such law as the same may be modified, replaced or superseded from time to time.

**2. PROVIDING CRUISE AND WINDSTAR LAND PACKAGE:** The Carrier agrees to transport the Passengers on named or substitute Ships. The Contract entered into with the

Principal is valid only for the Passenger or Passengers for whom it is issued, for the date and Ship and cabin specified or any substitute Ship.

The Passenger must present him/herself for boarding, according to the instructions provided, before scheduled departure to complete any pre-boarding procedures and security inspections.

The Passenger must pay in full all charges for goods and services incurred, or incurred by the Carrier on his/her behalf, before the end of the Cruise in any currency in general use on board at the time of payment. Alcoholic beverages, cocktails, and any medical expenses, independent contractor services or products, or shore excursions and any applicable fees, charges or taxes imposed by any government agency will be extra charges unless otherwise stated as included at the time of booking the Cruise with the Principal.

During the Cruise, the Carrier is transporting the Passenger and his/her property only between ports of call. At ports where the Ship is unable to dock, the Carrier will arrange for appropriate transportation from the place where the Ship is at anchor to the dock.

**3. PRINCIPALS:** Any non-Windstar Principal you contract with to book your Cruise acts solely for you. We are not responsible for any representations made by or for the financial condition or integrity of any such Principal. In the event that a Principal fails to remit to us any monies paid by you to the Principal you cannot travel with us. Additionally, the Principal will be solely liable for any booking errors, except where these are attributable to you or caused by unavoidable and extraordinary circumstances, in which case the Principal will not be liable for such errors.

**4. CARRIER'S LIABILITY AND TIME LIMITS FOR NOTIFYING CLAIMS AND FILING AND SERVICE OF PROCEEDINGS:**

ALL CLAIMS FOR DEATH, PERSONAL INJURY AND/OR LOSS OF OR DAMAGE TO PROPERTY, INCLUDING WITHOUT LIMITATION CLAIMS AGAINST THIRD PARTIES, ARE GOVERNED BY REGULATION 392/2009 AND THE ATHENS CONVENTION, WHICH ARE HEREBY INCORPORATED INTO THESE CONDITIONS OF CARRIAGE AND WHICH LIMIT THE CARRIER'S LIABILITY FOR DEATH, PERSONAL INJURY AND/OR LOSS OF OR DAMAGE TO LUGGAGE TO THE FOLLOWING AMOUNTS:

- i. THE LIABILITY OF THE CARRIER FOR DEATH, PERSONAL INJURY OR ILLNESS TO THE PASSENGER SHALL NOT EXCEED THE MAXIMUM SUM OF 400,000 SDR AND, WHERE THERE IS LIABILITY FOR WAR AND TERRORISM, 250,000 SDR.
- ii. LIABILITY OF THE CARRIER FOR LOSS OF OR DAMAGE TO PASSENGER'S LUGGAGE OR OTHER PROPERTY SHALL NOT EXCEED 2,250 SDRS PER PASSENGER.

THE PASSENGER UNDERSTANDS THAT THE CONVERSION RATE OF SDRS FLUCTUATES DAILY AND MAY BE OBTAINED FROM A BANK OR INTERNET. THE VALUE OF AN SDR CAN BE CALCULATED BY VISITING:

[HTTP://WWW.IMF.ORG/EXTERNAL/NP/FIN/DATA/RMS\\_FIVE.ASPX](http://www.imf.org/external/np/fin/data/rms_five.aspx).

WHERE THE CRUISE IS PERFORMED ON A SHIP NOT OWNED BY THE CARRIER, THE CARRIER WILL AT ALL TIMES NEVERTHELESS BE DEEMED A SHIP CARRIER 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 THEREUNDER.

IN RESPECT OF A SHIPPING INCIDENT, THE CARRIER WILL ONLY BE LIABLE IN RELATION TO DEATH AND/OR PERSONAL INJURY AND/OR LOSS OF OR DAMAGE TO LUGGAGE IN THE EVENT THAT THE CARRIER AND/OR ITS SERVANTS OR AGENTS ARE GUILTY OF "FAULT OR NEGLIGENCE" AS REQUIRED BY ARTICLE 3 OF THE ATHENS CONVENTION OR AS SET OUT IN REGULATION 392/2009. THE LIMITS OF LIABILITY WILL BE APPLICABLE TO THE CARRIER'S SERVANTS AND/OR AGENTS AND/OR INDEPENDENT CONTRACTORS IN ACCORDANCE WITH ARTICLE 11 OF THE ATHENS CONVENTION 1974 AND 2002.

ANY DAMAGES PAYABLE BY THE CARRIER WILL BE REDUCED IN PROPORTION TO ANY CONTRIBUTORY NEGLIGENCE BY THE PASSENGER AS PROVIDED IN ARTICLE 6 OF THE ATHENS CONVENTION.

IT IS PRESUMED UNDER REGULATION 392/2009 OR WHERE APPLICABLE THE ATHENS CONVENTION THAT THE CARRIER HAS DELIVERED LUGGAGE UNDAMAGED TO A PASSENGER UNLESS WRITTEN NOTICE IS GIVEN BY THE PASSENGER WITHIN THE FOLLOWING PERIODS:

- 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 LOSS OF LUGGAGE, WITHIN FIFTEEN DAYS FROM THE DISEMBARKATION OR DELIVERY OR OF THE DATE THAT SUCH DELIVERY SHOULD HAVE TAKEN PLACE.

THE CARRIER WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO ANY VALUABLES SUCH AS MONIES, NEGOTIABLE SECURITIES, PRECIOUS METAL ITEMS, JEWELLERY, ART, CAMERAS, COMPUTERS, ELECTRONIC EQUIPMENT, OR ANY OTHER VALUABLES UNLESS THEY ARE DEPOSITED WITH THE CARRIER FOR SAFE-KEEPING, AND A HIGHER LIMIT IS AGREED EXPRESSLY AND IN WRITING AT THE TIME OF DEPOSIT, AND AN EXTRA CHARGE IS PAID BY THE PASSENGER FOR DECLARED VALUE PROTECTION. USE OF THE SELF PROGRAMMED SAFE DEPOSIT BOX IN THE CABIN IS NOT A DEPOSIT WITH THE SHIP.

WHERE THERE IS LIABILITY FOR LOSS OF OR DAMAGE TO VALUABLES DEPOSITED WITH THE SHIP FOR A FEE THEN SUCH LIABILITY IS LIMITED TO 3,375 SDRS UNLESS OTHERWISE AGREED.

THE RESPONSIBILITY OF THE CARRIER IS LIMITED TO THE PERIOD(S) WHILE THE PASSENGER AND/OR HIS OR HER LUGGAGE ARE ON BOARD THE VESSEL AND/OR ANY TENDERS AND/OR PROPERTY OWNED OR BEING OPERATED BY THE CARRIER.

IN ADDITION TO THE RESTRICTIONS AND EXEMPTIONS FROM THE LIABILITY PROVIDED IN THESE CONDITIONS OF CARRIAGE, THE CARRIER WILL HAVE FULL BENEFIT OF ANY APPLICABLE LAWS PROVIDING FOR LIMITATION AND/OR EXONERATION OF LIABILITY (INCLUDING WITHOUT LIMITATION, LAW AND/OR THE LAWS OF THE SHIP'S FLAG IN RESPECT OF/OR THE GLOBAL LIMITATION ON DAMAGES RECOVERABLE FROM THE CARRIER). NOTHING IN THESE CONDITIONS OF CARRIAGE IS INTENDED TO OPERATE TO LIMIT OR DEPRIVE THE CARRIER OF ANY SUCH STATUTORY OR OTHERWISE LIMITATION OR EXONERATION OR LIABILITY. THE SERVANT AND/OR AGENTS OF THE CARRIER WILL HAVE THE FULL BENEFIT OF ALL SUCH PROVISIONS RELATING TO THE LIMITATION OF LIABILITY.

WITHOUT PREJUDICE TO THE PROVISIONS OF THIS CLAUSE, IF ANY CLAIM IS BROUGHT AGAINST THE CARRIER IN ANY JURISDICTION WHERE THE APPLICABLE EXEMPTIONS AND LIMITATIONS INCORPORATED IN THESE CONDITIONS OF CARRIAGE ARE HELD TO BE LEGALLY UNENFORCEABLE THEN THE CARRIER WILL NOT BE LIABLE FOR DEATH, INJURY, ILLNESS, DAMAGE, DELAY OR OTHER LOSS OR DETRIMENT TO ANY PERSON OR PROPERTY ARISING OUT OF ANY CAUSE OF WHATSOEVER NATURE WHICH HAS NOT BEEN SHOWN TO HAVE BEEN CAUSED BY THE CARRIER'S OWN NEGLIGENCE OR FAULT.

ALL CLAIMS UNDER REGULATION 392/2009 AND/OR THE ATHENS CONVENTION 2002 MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE OF DISEMBARKATION FROM THE SHIP. ALL CLAIMS ARE ABSOLUTELY TIME BARRED AFTER 2 YEARS. THIS TIME BAR APPLIES TO ALL PASSENGERS INCLUDING MINORS AND ANY PERSON WHO IS LEGALLY INCOMPETENT OR UNDER ANY OTHER DISABILITY.

IN RELATION TO RIVER CRUISES THE PROVISIONS OF THE CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS WHICH CAN BE VIEWED AT [http://www.imo.org/en/About/conventions/listofconventions/pages/convention-on-limitation-of-liability-for-maritime-claims-\(llmc\).aspx](http://www.imo.org/en/About/conventions/listofconventions/pages/convention-on-limitation-of-liability-for-maritime-claims-(llmc).aspx) WILL APPLY AND ALL CLAIMS FOR DEATH AND OR PERSONAL INJURY WILL BE LIMITED TO 175,000 SDRS PER PASSENGER.

ALL LIMITS ARE PER PASSENGER PER CARRIAGE AND ARE APPLICABLE REGARDLESS OF THE NUMBER OF DEFENDANTS.

THE CARRIER AND PASSENGER AGREE NOT TO DEMAND ANY SECURITY FROM THE OTHER IN CONNECTION WITH A CLAIM OF ANY KIND. THE PASSENGER WAIVES THE RIGHT TO ARREST THE CRUISE SHIP OR TO ATTACH ANY OTHER ASSET OWNED, CHARTERED OR OPERATED BY THE CARRIER. IF THE CRUISE SHIP IS ARRESTED OR ATTACHED, THEN THE SHIP AND THE CARRIER WILL HAVE THE RIGHT TO ANY LIMITATION AND ALL DEFENCES AVAILABLE HEREIN. IN THE EVENT OF AN IN REM PROCEEDING AGAINST THE SHIP, PASSENGER HEREBY IRREVOCABLY AGREES THAT THE POSTING OF A LETTER OF UNDERTAKING FROM ANY OF CARRIER'S INSURERS WILL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE SHIP IN LIEU OF ARREST.

ANY INCIDENT OR ACCIDENT RESULTING IN INJURY, ILLNESS, OR DEATH TO THE PASSENGER MUST BE REPORTED IMMEDIATELY TO THE SHIP'S OFFICERS.

**5. NO LIABILITY FOR EMOTIONAL DISTRESS OR CONSEQUENTIAL DAMAGES:**

We do not accept any liability to you under any circumstances for infliction of emotional distress, mental suffering or psychological injury that was not: (i) the result of physical injury to you caused by the negligence or fault of a crewmember or the manager, agent, Master, Carrier or operator of the Ship; (ii) the result of you having been at actual risk of physical injury caused by the negligence or fault of a crewmember or the manager, agent, Master, Carrier or operator of the Ship; or (iii) intentionally inflicted by a crewmember or the manager, agent, Master, Carrier or operator of the Ship. In no event will we be liable to you for consequential damages, including lost revenues or business expectancies, or incidental, exemplary or punitive damages.

**6. LIMITATIONS APPLICABLE TO OTHER ENTITIES.** Certain third parties derive rights and exemptions from liability as a result of these Conditions of Carriage. Specifically, all of our rights, exemptions from liability, defences and immunities (including, but not limited to, those arising under Clause 4 or otherwise under any applicable law) will also inure to the benefit of our employees and agents, together with the Ship and the Ship's tenders, equipment, operators, managers, charterers, officers, staff, crewmembers, contractors or subcontractors with respect to the Cruise, shipbuilders and manufacturers of all component parts. These third parties will have no liability to you, either in contract or in tort, which is greater than or different from ours.

**7. LIABILITY AND RELATIONSHIP WITH WINDSTAR LAND PACKAGE PROVIDERS:**

If, due to any cause beyond our control, we are unable to deliver any Windstar Land Package or any specific element thereof, our sole liability will be limited to refunding the Windstar Land Package price paid to us. Our relationship with providers of Windstar Land Package accommodations or services is that of an independent travel agent. In addition to limitation of liability provided elsewhere in these Conditions of Carriage as to third-party providers, we assume no liability for any acts or omissions of any Windstar Land Package provider or subcontractor including, without limitation, cancellation, damage to or delay or loss of Luggage, delays (including any delay in rejoining the Ship or missing the sailing or any flight), equipment failures, accidents, staff shortages, overbooking or computer errors.

**8. LIABILITY FOR INDEPENDENT CONTRACTORS:** The Carrier is not liable for services provided or to be provided by any third party.

We do not undertake to supervise, nor assume any liability in respect of the acts or omissions of the Ship's barbers, beauticians, casino, masseurs, masseuses or photographers, all of whom are either independent contractors or are employed by independent contractors, and work directly for the Passenger when performing their services.

As to your Cruise, certain transportation will be provided using equipment owned or operated by us. All other transportation, shore excursions (other than the limited number of shore excursions operated by us), accommodations and services on shore, including transport on Windstar Land Packages (referred to as "Non-Windstar Cruises Services") are performed by third parties who are independent contractors, and not by us. By way of example only, Non-Windstar Cruises Services include goods and services provided by shore side physicians, air ambulance, hotels, restaurants, airlines, railroads, tour operators (other than us), helicopter operators, amusement park operators, day boat

operators, taxis, car services and motor coach operators. As a result, you are assuming the entire risk of utilizing Non-Windstar Cruises Services subject only to whatever terms or arrangements are made by you or on your behalf with the third party furnishing the Non-Windstar Cruises Service. Money received in respect of Non-Windstar Cruises Services by us is received only as an independent contractor, to be paid to the third party (less retained commission, if any). We will not be liable for the refund of this money to you except to the extent retained and not owed by us to a third party providing Non-Windstar Cruises Services.

All arrangements made or recommended by us for you of any kind including shore excursions (other than the limited number of shore excursions operated by us), tours, hotels, restaurants, attractions and other similar activities or services, including all related conveyances, products or facilities, are made by us solely for Passenger's convenience and are at Passenger's risk.

The providers, carriers and operators of such services, conveyances, products and facilities are independent contractors and are not acting as our subcontractors, agents or representatives. Even though we may collect a fee for, or otherwise profit from, making such arrangements and offering for sale shore excursions, tours, hotels, restaurants, attractions, elements of the Windstar Land Packages that are provided by independent contractors and other similar activities or services taking place off the Ship for a profit, we do not undertake to supervise or control such independent contractors or their employees, nor maintain their conveyances or facilities, and make no representation or warranty, whether express or implied, regarding their suitability or safety. Such independent contractors may also choose to collect information regarding your Covid-19 vaccination status, may require evidence of a Covid-19 test, or may take your temperature, in their sole discretion, and they may refuse to allow you to participate in their activities unless you provide the documentation or other evidence they may require.

In no event will Carrier be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever to Passenger which occurs on or off the Ship as a result of any acts, omissions or negligence of any independent contractors or other third parties.

## **9. PASSENGER'S LIABILITY:**

- (a) PAYMENT FOR MEDICAL CARE.** Passenger must pay for all medical care or other personal services requested or required, whether on board or ashore, including the cost of any emergency medical care, evacuation or transportation incurred by Carrier. If Passenger is unable to pay and the Carrier pays for such expenses, then Passenger must reimburse Carrier for those expenses.
- (b) PAYMENT OF PORT CHARGES, HEALTH FEES, QUARANTINE AND OTHER CHARGES:** You will pay all port charges, health fees, quarantine dues and similar charges. In case of delay, detention or cancellation by quarantine order, or by a similar order or recommendation of ours or a public agency due to concerns for public health, safety or security, you will bear all risks and expenses incurred due to such action unless we are required by the law of the country concerned to assume such costs.
- (c) REIMBURSEMENT OF EXPENSES INCURRED ON YOUR BEHALF.** You will



be required to reimburse us for all expenses we incur as a result of the need to provide you with medical services, as a result of any misrepresentation made by you, as a result of your detention by immigration, health or port authorities, or as a result of any personal injury or damage caused by your acts or omissions or the acts or omissions of any Minor traveling with you. We will have a lien for such expenses on your property that you have taken with you on your Cruise. If due to weather or other unforeseen reasons, flights are adversely impacted or you are otherwise required to spend an additional night in a location, hotel and meal costs are your responsibility.

- (d) You assume all risks for injury, death or loss as a consequence of your use of the Ship's athletic or recreational equipment (except where such equipment is defective) or as a consequence of criminal conduct or negligence by any third party.

#### 10. CHANGES OR CANCELLATION BY CARRIER:

- (a) **CHANGE IN ITINERARY.** Although we will use commercially reasonable efforts to provide you with the Cruise, situations may occur which result in changes being made. By way of example only, we may adjust itineraries and schedules, delay departures or arrivals, or cancel a Cruise due to casualty, weather, port congestion, difficulty docking, labour problems, medical emergency, the need to render assistance to others, governmental or insurer directives, passenger or employee injury or illness, schedule delays or changes by third parties, conflicting charter schedules, repair and maintenance requirements, fuel or other shortages, or damage to the Ship, other means of transportation, roads, tracks, bridges, docks, equipment or machinery. Furthermore, the Master of the Ship may, in his/her sole discretion, elect not to proceed in the ordinary course. Consequently, we cannot guarantee the itinerary of the Cruise (including time of sailing from or arrival at any port or that all ports will, in fact, be called at).

Your safety is very important to us. For safety or other reasons that we believe qualify as good cause, we may, without notice, substitute any suitable ship, ships or other means of transportation, change any date of sailing or travel or cancel any sailing, port of call or the entire Cruise.

- (b) **CRUISE CANCELLATION.** If the Cruise is cancelled by us due to unavoidable and extraordinary circumstances which significantly affect the performance of the Cruise or the carriage of Passengers to the destination (for example, natural disasters or acts of terrorism), we may disembark you at any port, and arrange transport (at our expense) for you and your property to or toward a port or location from which you may return home. The means of conveyance may or may not belong to us and may or may not proceed directly to the desired destination. If a Cruise is cancelled by us before commencement, you will be able to claim a refund from the Principal for any payments made at the time of such cancellation.
- (c) Where we are required to provide hotel accommodation pursuant to EU 1177/2010, this will be limited to 3 nights and 80 Euros per Passenger per night, except for Persons with Reduced Mobility and any person accompanying them, pregnant women and persons in need of specific medical assistance who have

notified us or the Principal of their needs at least 48 hours before the Initial Departure, to whom no limitation on accommodation costs will apply.

- (d) **DISEMBARKATION.** You acknowledge that many countries have laws that prohibit cruise passengers from permanently disembarking at a port other than the port of final destination. If you do permanently disembark before reaching the final destination, even if due to personal emergency or illness, a fine or penalty may be imposed by the country in which you disembark. In consideration of the fare paid, you hereby agree to pay any such fine or penalty imposed on the Carrier or Ship because of your failure to complete the entire Cruise.

11. Passengers who purchased the Travel Protection Plan must submit a claim through the insurer to receive refund or credit of cancellation fees as determined by the insurer. Cancellation by the Passenger after the Cruise or Windstar Land Package has begun, or early disembarkation of the Passenger for any reason, including pursuant to any provision of these Conditions of Carriage, will be without refund, compensation, or liability on the part of the Carrier whatsoever.

**12. SAFETY AND SECURITY:** All Passengers must comply with the laws of each jurisdiction the Ship enters during the Cruise. Violation of such laws or a suspected violation could result in a Passenger being removed from the Ship as well as detention, arrest, prosecution and fines.

In addition, we may reasonably determine that for your safety, the safety of the Ship or the safety or comfort of other passengers or our employees, you will be denied transportation either before or during the Cruise. By way of example, these would include situations where:

- i. you are or become in such condition as to be unfit to travel or dangerous or obnoxious to other passengers or employees; or
- ii. you are inadmissible under the immigration or other laws of any country included in the Cruise itinerary or fail at any time to possess required travel documents; or
- iii. you fail to abide by applicable laws or the rules or orders of the Master or other ship's officers, or fail to comply with any policies regarding guests and on board activities. (See: <http://www.windstarcruises.com/Voyage-Plan/general-information/>).

If transportation is denied after departure, you and your Luggage may be landed or transported to any port or location that we select, without any resulting liability on our part.

Soliciting other passengers or carrying on commercial activity on board is prohibited.

Carrier has a zero tolerance policy with respect to illegal, dangerous or offensive actions, and may report same to authorities.

In the interests of safety and security, staterooms, suites, Passengers and their Luggage are subject to inspection or monitoring electronically with or without the

Passenger's consent or knowledge.

Smoking is not permitted in any of the staterooms, suites, or public spaces, including all restaurants and corridors. Smoking is permitted on the outside decks in designated smoking areas only.

The Master and crew may in their discretion search passenger quarters and Luggage for dangerous or prohibited items and may detain persons or articles posing a threat to other persons, property or the Ship.

If Carrier exercises its rights under this Clause 12 of these Conditions of Carriage, Passenger will have no claim against Carrier whatsoever and Carrier will have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for accommodations or repatriation.

**13. PROHIBITED ITEMS:** The following are strictly prohibited on the Ship and during all aspects of the Cruise and Windstar Land Package: Radioactive materials, recreational and medicinal marijuana and other controlled substances under United States law (see United States DEA Drug Schedules at [www.dea.gov/druginfo/ds.shtml](http://www.dea.gov/druginfo/ds.shtml)) or under any foreign jurisdiction the Ship enters (except lawfully obtained and transported prescription drugs other than marijuana), firearms, stun guns, swords, ice picks, knives, ammunition, weapons, explosives, aerial drones, fireworks, illicit or hazardous substances or materials, hand irons, water heaters, candles, and any other article that in the opinion of the Master are deemed dangerous. Any such items will be surrendered to the Master at embarkation, and may be disposed of at the sole discretion of the Master.

**14. ALCOHOL:** In the interests of health, safety and security the on board policy is that alcohol is not served to passengers who are less than 21 years of age. Passengers over 21 must not purchase alcohol to be consumed by those under 21.

Passengers are allowed to bring aboard two (2) bottles of wine or champagne (750ml) per cabin for their enjoyment on board for a 7-day Cruise or three (3) bottles for an 8-day (or longer) Cruise. Passengers may consume these permitted outside beverages in public areas on the Ship, but a small corkage fee (approximately €15 + 15% gratuity) will be applied to the Passenger's on board account.

All additional outside alcohol (meaning wine, beer and/or hard alcohol) including alcohol purchased at ports of call along the Cruise route, will be kept by the Ship's purser and delivered to the Passenger's cabin the last evening of the Cruise.

Breach of this policy may result in disembarkation.

**15. LUGGAGE AND VALUABLES:** We will carry as Luggage only your personal effects consisting of wearing apparel, toilet articles and similar items for your wearing, comfort or convenience during the Cruise and not belonging to or intended for use by any other person or for sale. For loading and unloading the Ship and other means of transportation, all Luggage must be tendered for carriage in securely constructed and locked suitcases or trunks. All Luggage must be able to be safely stowed in your cabin on the Ship.

We are not liable for any loss or damage to Luggage or property unless caused by our

negligence or misconduct. In addition we are not liable for: (1) any loss, damage or delay before Luggage comes into our actual custody at the commencement of your Cruise or after Luggage leaves our actual custody at the conclusion of your Cruise; or (2) damage due to wear, tear or normal usage.

For security and legal reasons, Luggage is subject to search, and illegal or potentially unsafe property is subject to seizure, both before and during the Cruise.

We do not accept to carry as Luggage or assume any liability for any loss of or damage to or delay of trade goods, household goods or furniture, perishable items, medicine, liquor, cash, credit or debit cards, jewellery, gems, gold, silver, precious metals, art, collectibles or similar valuables, securities, financial instruments, records or other valuable or business documents, computers, cellular telephones, cameras, hearing aids, electric wheelchairs, scooters, or other video or electronic equipment, binoculars, film, videotape, computer disks, audio disks, tapes, DVDs or CDs, or other articles specified in 46 U.S. Code Section 30503. These items should not be left unattended about the Ship or your cabin, nor should they be left unattended on other ships, railcars, taxis or other vehicles or in hotels, nor placed in Luggage other than a bag that you carry with you. In addition, we do not assume any liability for any loss of or damage to carry-on Luggage on the Ship or on the other means of transportation or in hotels. The Ship and certain hotels may be equipped with cabin or room safes or safe-deposit boxes in the Ship's or hotel's Front Office; using these facilities will not, however, increase our liability as provided in these Conditions of Carriage.

The Carrier will have a lien upon and the right to sell by auction or otherwise, without notice to the Passenger, any Luggage or other property belonging to any Passenger in satisfaction of unpaid monies or of any other monies which may in any way have become due by the Passenger to the Carrier or to its servants, agents or representatives.

**16. HEALTH AND SAFETY:** You agree to follow, comply with and abide by all of the rules and regulations of Carrier, the rules of the Ship and the orders and directions of the Master and other officers of the Ship or the Carrier in relation to health and safety.

The Master has the right to use reasonable means to enforce these rules and regulations, which may include your removal from the Ship, confinement in your cabin, or quarantine. The Carrier and the Master will have the right to deny boarding or to remove a Passenger from the Ship for any lawful reason. In the event that you are removed from the Ship for any reason, Carrier will not be liable to you for any refund, payment, compensation or credit of any kind.

You must attend all mustering drills while aboard the Ship. This is an exercise that is required by law and is held for your safety. Your failure to attend a mustering drill may result in your disembarkation from the Ship without liability to the Carrier.

There are risks inherent to being aboard the Ship. These include, by way of example, having to evacuate the Ship in case of emergency, having to move about on the Ship during rough seas and lack of access to full medical services. For people who are pregnant, ill or who are mentally or physically disabled or impaired, these risks are more significant and could create a risk to other passengers. For example: access to all parts of the Ship, other means of transportation or to facilities on shore may be difficult or

impossible for some passengers. In addition, medical evacuation during the Cruise, whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm to the Passenger and others and may not be feasible for a variety of reasons.

We reserve the right to determine, in our sole discretion exercised in good faith, whether and when a medical evacuation from the Ship will occur. Please note that the Wind Star and Wind Spirit do not have any elevators. For these reasons, we require that if you have any special medical or physical or other requirements, these be brought to our attention immediately and where possible before concluding your booking with the Principal.

Any Disabled Person or Passenger with special needs must complete a Guest Accommodation Request Form available at:

<https://app.smartsheet.com/b/form/a515027542c54c39a096ed0c7d84c4f0>. You may be asked questions in order to ensure your safety and the safety of others. In limited situations where you would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

The Carrier and/or the health authorities in any port will be entitled to administer a public health questionnaire. All Passengers must supply accurate information regarding symptoms of any illness including but not limited to Covid-19, gastrointestinal illness and swine flu (H1N1). The Carrier may deny boarding to any Passenger it considers in its sole discretion to have symptoms of any illness, including viral or bacterial illness, including but not limited to Covid-19, Norovirus and swine flu (H1N1). Refusal by a Passenger to complete the questionnaire may result in denied boarding.

Where Passengers become ill on-board the Cruise with a viral or bacterial illness or contagious illness, the Ship's doctor may request them to remain in their cabin for reasons of safety. Refusal to remain in the cabin or otherwise reasonably co-operate or follow the Doctor's or Master's instructions following illness may result in the Passenger being disembarked at the next port of call. The Carrier will not have any liability to the Passenger in the event of denied boarding or disembarkation.

**17. FITNESS TO TRAVEL:** At the time of embarkation, the Passengers are responsible for having received all medical inoculations necessary for the Cruise (including a current Covid-19 vaccination at least 2 weeks before embarkation, if required by the Carrier) and have in their possession a valid ticket issued by the Carrier, valid passports, visas, medical card and any other travel and health documents necessary for the scheduled ports of call and disembarkation. Passengers must retain all necessary documents throughout the Cruise. If any Passenger fails to obtain and to have such documents, that Passenger may be denied boarding and accommodation by Carrier or the Passenger may be disembarked during the Cruise and Carrier will not be liable to any Passenger for any refund, payment, compensation or credit of any kind for such denial of boarding or disembarkation.

Passengers whose initial port of embarkation is in the European Union will be subject to EU 1177/2010. In order to ensure that the Carrier is able to carry passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities, including flag state, the Passenger warrants that he/she is fit to travel by sea and that

his/her conduct or condition will not impair the safety of the Cruise or Ship or inconvenience other persons on board. If it appears to the Carrier, the Master or the Ship's doctor that a Passenger is for any reason unfit to travel, likely to endanger safety of themselves or others on board, likely to be refused permission to land at any port, or likely to render the Carrier liable for Passenger maintenance, support or repatriation, then the Carrier or the Master have the right to take any of the following courses:

- i. to refuse to embark the Passenger at any port;
- ii. to disembark the Passenger at any port;
- iii. to transfer the Passenger to another berth or cabin;
- iv. if the Cruise Ship doctor considers it advisable, to confine him/her/her in their cabin or to transfer the Passenger to a health facility at any port, at the Passenger's expense; and
- v. to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Passenger to a hospital or other similar institution at any port, provided that the Ship's doctor and/or Master considers that any such steps are necessary.

Unless provided under any applicable law, where a Passenger is refused embarkation and/or disembarked as a result of safety and/or fitness to travel, the Carrier will not be liable for any loss or expense suffered by the Passenger as a result of such refusal of embarkation or disembarkation, nor will the Passenger be entitled to any compensation from the Carrier.

Passengers warrant that they and those traveling with them are physically and emotionally fit to travel at the time of embarkation, and further certify that they have no medical or emotional condition that would endanger any Passenger or other passengers. The Carrier recommends that any Passenger who is not self-sufficient travel with a companion who will take responsibility for any assistance needed during the voyage and in case of emergency.

The Carrier reserves the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required from the Carrier or terminal operator, or their need to bring medical equipment, or to bring a recognised assistance dog on board the Ship, or of any other known disabilities, or who in the Carrier's and/or Master's opinion is unfit or unable to travel, or anyone whose condition may constitute a danger to themselves or others on board on the grounds of safety and impact on the safety of others.

Any Passenger who: (i) embarks, or allows any other Passenger for whom he or she is responsible to embark, when he/she or such other Passenger is suffering from any sickness, disease, injury or infirmity bodily or mental or to his/her or her knowledge has been exposed to any infection or contagious disease; or (ii) for any other reason is likely to impair the safety or reasonable comfort of other persons on board; or (iii) is for any other reason refused permission to land at his/her or her port of destination, will be responsible for any loss or expense incurred by the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal or permission

to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and consent in writing of the Carrier or the Master to such embarkation has been obtained.

The Carrier reserves the right to require any Passenger to produce medical evidence of fitness to travel in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law.

Complaints under EU Regulation 1177/2010 concerning accessibility, cancellation or delays must be made to the Carrier within two (2) months from the date the service was performed. The Carrier will respond within 1 month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply will be provided within two (2) months. The Passenger must provide such further information as may be required by the Carrier to deal with the complaint. If the Passenger is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

**18. DISABLED PERSONS OR PERSONS WITH REDUCED MOBILITY:** Passengers who need assistance and/or have special requests, or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical and mobility equipment, must notify the Principal at the time of booking. This is to ensure that the Passenger can be carried safely and in accordance with all applicable safety requirements. In order to ensure that the Carrier can provide the necessary assistance and there are no issues relating to the design of the passenger ship or port infrastructure and equipment – including port terminals – which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger in a safe or operationally feasible manner. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If the Passenger cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a Passenger or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

The power yachts (STAR BREEZE, STAR LEGEND and STAR PRIDE) have a limited number of accessible cabins (4 each) equipped for Disabled Persons. These cabins have a smaller Queen bed and there is reduced “wheelchair movement around” space in those cabins. Not all areas or equipment on the Ships are suitable for access to Disabled Persons or Persons with Reduced Mobility. The sailing yachts (WIND SPIRIT, WIND STAR and WIND SURF) are not equipped with accessible cabins and Passengers with Reduced Mobility or Disabilities who require accessible cabins cannot unfortunately be carried on board the WIND SPRIT, WIND STAR and WIND SURF.

Those Passengers confined to wheelchairs must furnish their own slim or low profile size wheelchairs which are less than 27 inches wide, and must be stowed inside the cabin and will not be allowed to be stowed in the cabin hallways. The Ship’s wheelchairs are available for emergency use on board only. Larger, wider or motorised wheelchairs or scooters are generally too large to be accommodated on our Ships. Wheelchairs may be difficult to accommodate in embarkation and disembarkation in certain ports and in tenders. The decision of the officer in charge of tender operations as to whether wheelchairs can be accommodated is final. For reasons of health and safety the crew are forbidden from carrying Passengers or Passengers in the wheelchairs. Wheelchairs cannot be transported

in rubber inflatable rafts (“RIBs”).

Where the Carrier considers it strictly necessary for the safety of the Passenger it may require a Disabled Person or Persons with Reduced Mobility to be accompanied by another person or a recognised assistance dog who is capable of providing the assistance required by the Disabled Person or Person with Reduced Mobility. This requirement will be based entirely on the Carrier assessing the need of the Passenger on grounds of safety and may vary from Ship to Ship and/or itinerary to itinerary.

Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier’s absolute decision as to whether to repair or replace such equipment. Unless the Carrier agrees otherwise and in writing, Passengers are limited to bringing two (2) items of such mobility or medical equipment on board per cabin with a total value not exceeding €2,200. All equipment must be capable of being carried safely and must be declared before the Cruise. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.

**19. PREGNANT WOMEN:** Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. For safety reasons, the Carrier cannot carry Passengers who are 25 weeks or more pregnant by the end of the Cruise. 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.

It is the responsibility of the Passenger to report her pregnancy status to the Carrier via the SRI form as soon as she learns she will be pregnant during the Cruise. Failure to inform the Carrier and the Ship’s doctor of pregnancy will release the Carrier from any liability to the pregnant Passenger. To obtain an SRI Form, see Clause 16 above.

The ship’s doctor is not qualified to deliver babies on board or to offer pre or post-natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. Pregnant Passengers are referred to the section herein headed “Medical Treatment” for information regarding the medical facilities on board.

**20. TENDERS:** In some ports, it is necessary to anchor offshore rather than alongside the shore. When this is the case the Carrier will use a tender to take passengers ashore. A tender is a small ship and may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. We also use RIBs on Panama Canal sailings for tender services. When using tenders or RIBs safety is of the utmost priority. It is important that passengers are able to use these boats safely.

Passengers may be required to descend to a platform or pontoon and into the tender or RIB. There may be steps both up and down and passengers may need to navigate a gap between the platform and the tender (which can be approximately 1.5 ft.) or RIB. Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day.

Passengers must be fit and mobile enough to access and disembark the tender or RIB. If Passengers have impaired mobility, or use a mobility aid such as a stick, cane or walker



then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Passengers must take into consideration the use of steps, the gap and height difference between the platform and the tender or RIB, and the potential movement of the tender or RIB when making a decision. Wheelchairs and mobility scooters will not be carried by the crew into the tender or RIB. All passengers must be independently mobile enough to use the tenders or RIBs. Ultimately, carriage by tender may be refused by the Master or any of his/her officers if there is any doubt as to the safety of any passenger at a port where tender is to be used.

All passengers must take extra care when stepping on and off the tender or RIB. There will be crew members there to guide and steady Passengers as they embark and disembark but they cannot support, lift or carry passengers. Carriage by RIB may be refused by the Master or any of his/her officers if there is any doubt as to the safety of any passenger at a port where RIB is to be used.

**21. RECOGNISED ASSISTANCE DOGS AND PETS:** With the exception of recognised assistance dogs, animals and/or pets (including companion animals and emotional support animals) are not allowed on board the Ship under any circumstances without the Carrier's permission in writing. Any such animals or pets brought on board by the Passenger without permission will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the Passenger's sole expense.

Recognised assistance dogs are subject to and must comply with national, international and EU Regulations regarding health, inoculations, training and travel. It is the Passenger's responsibility to have all necessary papers and check regulatory requirements for each port of call prior to the Cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call.

**22. MINORS:** Minors on board must be supervised by a parent or guardian at all times and cannot remain on board if their parents or guardians go ashore. The adult passengers will be liable to the Carrier and must reimburse the Carrier for loss, damage or delay sustained by the Carrier because of any act or omission of the Passenger or Minor Passenger in the care of the adult.

**23. MEDICAL SERVICES:** Medical services are available on board the Cruise Ship as a convenience to passengers. Medical facilities on board and in the various ports of call may be limited. The Carrier will not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore.

**24. MEDICAL TREATMENT:** It is the Passenger's obligation and responsibility to seek medical assistance from the qualified doctor on board the Ship as and when necessary during the Cruise.

The Ship's doctor is not a specialist and the Ship's medical centre is not required to be and is not equipped to the same standards as a land-based hospital. The Ship carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor will be liable to the Passenger as a result of any inability to treat any medical condition as a result.

In the event of illness or accident, passengers may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed.

Passengers are advised to ensure that their insurance covers medical treatment, including any emergency repatriation costs.

Medical facilities and standards vary from port to port and the Carrier makes no representations or warranties in relation to such standards.

**25. MEDICAL EQUIPMENT:** It is the responsibility of the Passenger to arrange delivery to the docks prior to departure of all medical equipment which the Passenger intends to bring on board. The requirement for Passengers to notify at the time of booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried safely. Medical equipment must be stored in the Passenger's cabin when not in use and cannot be stored in the passage ways.

It is the Passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies to last the entire voyage. The Ship does not carry any replacement and access to shore side care and equipment may be difficult and expensive.

Passengers must be able to operate their own medical equipment.

If there are any particular conditions, Disabled or Reduced Mobility Passengers which require personal care or supervision then such personal care or supervision must be organised by the Passenger and at the Passenger's expense. The Ship is unable to provide respite care services, one to one personal care or supervision or any other form of care for physical, psychiatric or other conditions.

**26. PERSONALLY IDENTIFIABLE INFORMATION; AUTHORITY TO USE AND SELL PICTURES, VIDEO IMAGES AND AUDIO RECORDINGS:** Commencing on the effective date of these Conditions of Carriage, and for up to eight years afterward, you expressly authorize Carrier, on behalf of yourself and all passengers within your booking, to collect, store, disclose, transfer, use, and otherwise process any information relating to you, or which, either alone or when combined with other data, may be used to identify you ("personally identifiable information" or "PII") in accordance with this Section. PII includes, without limitation, your full name, date of birth, street or email address, passport number, driver's licensure number, credit card and financial account data, telephone number, biometric data, temperature data, Covid-19 test results, Covid-19 vaccination status, and other medical and health records. You acknowledge that the Personal Data we process will be processed in accordance with the data protection laws applicable at the time and location of processing. You further acknowledge that we, and certain third parties, may process Personal Data in accordance with any additional privacy policy that is applicable to such processing (including Carrier's privacy policy, currently located at <https://www.windstarcruises.com/privacy-policy>), as it may be updated from time to time, which is incorporated herein by this reference. Without limiting the generality of the foregoing, Passenger expressly agrees and acknowledges on behalf of all persons within Passenger's booking, that:

(a) Carrier may collect, store, disclose, transfer, use, and otherwise process PII as necessary and appropriate for Carrier to provide the Cruise and other services which may be rendered in connection with these Conditions of Carriage;

(b) Carrier may provide PII to government, immigration, port state control, police, flag state and other competent authorities, and may otherwise process PII as may be required or permitted by applicable law;

(c) Carrier may process PII for security purposes, and may make use of video surveillance systems, overboard monitoring systems, and other video, audio, or processes reasonable or appropriate to ensure the health, safety and security of passengers;

(d) Carrier may provide PII to health care providers and facilities such as hospitals, clinics, laboratories, doctors, nurses, ambulance services, and physician assistants, family members and friends involved in providing the Passenger's care, shore side doctors, next of kin, the Carrier's insurers and advisors, and the Passenger's medical insurers, and may process or share PII for any other uses which may be allowed under applicable law in connection with health-related events or other emergencies;

(e) Carrier may provide PII to next of kin, other passengers, and crew, employees and contractors of Carrier as deemed necessary by Carrier for the proper management and administration of Carrier's operations;

(f) Carrier may process PII including health related information and biometric data for the public interest in the area of public health, as well as in Carrier's exercise or defence of legal claims;

(g) Carrier may disclose certain non-sensitive PII, such as your name, contact information, and other data as described in Carrier's privacy policy, to our affiliates, or third parties for marketing or other legitimate business purposes to the extent permissible by applicable law;

(h) Carrier may disclose PII to travel agents, hotels, transport providers, security, or other service providers;

(i) PII may be transferred to the United States, as well as other jurisdictions that may not provide the same level of privacy protection or information security as your home jurisdiction;

(j) You may revoke in writing a disclosure authorization at any time, but in no event later than twenty-one (21) days prior to the scheduled sailing date and once again after the Cruise.

Carrier may periodically photograph or otherwise film Passengers and other individuals on the Cruise for retail, marketing, promotional, publicity and training purposes. To the maximum extent allowed by applicable law, and without any requirement that we compensate you, notify you, or obtain any additional approvals from you, you hereby authorize us to film, photograph, record, and create other visual portrayals of you, your

image, or likeness, including without limitation voice recordings, and any drawings, recreations or derivatives of the foregoing, and to include such material in any video, photograph, DVDs, or other media now known or hereafter invented, in connection with Carrier's marketing, promotional, publicity and/or training activities.

You expressly agree not to sell, convey, transfer, use, or publish any photograph, video recordings and other visual or audio portrayals of you and/or any other guest in combination with crew or the Ship, or depicting the Ship, its design or equipment or any part thereof whatsoever for any commercial purpose or in any media broadcast or for any other non-private use, without our prior, express written consent.

**To the extent allowed or required by applicable law, Passenger hereby consents to Carrier's processing of Passenger's PII as described in this Section and acknowledges that we will not be liable to you or anyone in your party in connection with such processing, to the maximum extent allowed by law.**

**27. WIRELESS SERVICES:** Carrier may, but will not be required to, make wireless access to the Internet or access to wireless telephone services ("Wireless Services") available to passengers on board either directly or through a third-party service provider. Passengers agree that use of Wireless Services is at their own risk and that Carrier will not be liable to Passengers in any manner for claims, losses or damages resulting therefrom.

Passengers' use of Wireless Services on board is public; privacy of any information sent or received is not guaranteed. Personal data may be available to third-party service providers and Carrier is not liable under any circumstances for any lack of privacy or data security while using Wireless Services. Passengers agree that Carrier and any third party providing the Wireless Services may, but is not obligated to monitor, record, intercept and disclose any transmissions over or using Wireless Services aboard the Ship, and may disclose to third party service providers, partners, and other third parties, any billing, account, or use records, and other information which may be collected in relation to Passengers' use of the Wireless Services as it deems appropriate in its sole discretion (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect Carrier's rights, passengers or property).

Information collected using any Wireless Services may be subject to the terms and conditions, and data collection practices, indicated in the privacy policy and terms of use applicable to the specific Wireless Services you may use.

You acknowledge that the Personal Data we process in connection with the Wireless Services will be processed in accordance with the laws applicable at the time and location of processing. You agree that the law applicable at the time and location of processing will control, not the law applicable to these Conditions of Carriage, when Personal Data is processed in connection with the Wireless Services.

More information about the type of Wireless Services available on the Ship can be found at: [http://www.windstarcruises.com/Voyage- Plan/FAQs/#CommunicationAndMailAtSea](http://www.windstarcruises.com/Voyage-Plan/FAQs/#CommunicationAndMailAtSea).

**28. UNAVOIDABLE AND EXTRAORDINARY EVENTS OUTSIDE OUR CONTROL:** Although unlikely, the Ship may be confronted by unavoidable and extraordinary events outside our control, including without limitation actual or threatened war, warlike operations

or hostilities, civil commotion, terrorism, riots, fire, natural disasters, extreme weather conditions, epidemics or serious risks to health, acts of God, labour strikes or industrial disputes, closed or congested ports, acts or interference of government authorities or persons purporting to act with such authority, perils of the sea, ice, theft, supervening criminal acts of other persons (including invitees or other passengers) or other causes beyond Carrier's reasonable control.

In addition to our right to deal with these situations under our general right to respond to safety concerns, we may also decide that it would be prudent for the Ship to sail with or without lights, omit observance of practices, rules and regulations as to navigation, cargo or others applicable in time of peace, or sail armed or unarmed and with or without convoy. The Ship may visit various ports and countries.

Passengers assume responsibility for their own safety and Carrier does not guarantee safety at any time. Passengers may consult public references such as the US Department of State or US Center for Disease Control advisory websites and severe weather advisory websites for current information.

The Carrier will not be liable for injury, illness, death, damage, delay or other loss to person or property or any other claim by Passenger caused by act of any of the conditions outlined in this section or any act not caused by Carrier's negligence or wilful misconduct. The Ship may proceed with or without pilots or tugs at any location in the Master's discretion.

**29. SEVERABILITY:** Any additions, deletions or other alterations to, or waivers of any term of, these Conditions of Carriage that are purported to have been made by us and that have not been agreed to in writing by the President of Windstar Cruises Marshall Islands, LLC will not be legally binding upon us. Any provision of these Conditions of Carriage which are prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of these Conditions of Carriage will not otherwise be affected, nor will the validity and enforceability of such provisions be affected in any other jurisdiction.

**30. LAW AND JURISDICTION CHOICE OF LAW:** EXCEPT AS PROVIDED IN CLAUSES 26 AND 27 ABOVE, IF YOU ARE A CONSUMER AND HABITUALLY RESIDE IN A MEMBER STATE OF THE EUROPEAN UNION, (I) THE LAWS OF YOUR COUNTRY OF RESIDENCE WILL APPLY TO ANY CLAIM, CAUSE OF ACTION OR DISPUTE BETWEEN YOU AND THE CARRIER THAT ARISES OUT OF OR RELATES TO THESE CONDITIONS OF CARRIAGE ("**CLAIM**"); AND (II) YOU MAY RESOLVE A CLAIM IN ANY COMPETENT COURT IN YOUR EU COUNTRY OF RESIDENCE THAT HAS JURISDICTION OVER THE CLAIM.

ANY CLAIM FOR DEATH AND OR PERSONAL INJURY AND/OR LOSS OR DAMAGE TO PROPERTY ARISING FROM CARRIAGE BY SEA WILL BE DEALT WITH IN ACCORDANCE WITH THE PROVISIONS OF REGULATION 392/2009 OR THE ATHENS CONVENTION AS APPLICABLE.

**31. WRITTEN NOTICES:** Except as otherwise expressly provided in these Conditions of Carriage all written notices to Carrier required or permitted by these Conditions of Carriage

must be mailed, postage pre-paid to the Carrier's address set forth at the beginning of these Conditions of Carriage.

**32. OTHER LEGAL TERMS AND CONDITIONS:** These Conditions of Carriage constitute the entire governing terms between the parties, and supersede any prior or inconsistent representations or conditions, and representations or statements and may not be amended, waived or modified in whole or part except in writing signed by both parties' authorised representatives. Carrier's waiver or failure to assert any right hereunder in any instance will not be deemed a waiver of such right or any other right in any other instance. These Conditions of Carriage are effective and binding as of the date issued.

In the event of a direct conflict between a provision of these Conditions of Carriage and a provision of the cruise industry Passenger Bill of Rights ("PBOR") in effect at the time of booking, the PBOR controls.

**Windstar Cruises Marshall Islands, LLC, 8400 N.W. 36th Street, Suite 520, Miami, Florida 33166, Phone: (800) 258-7245 Web: [www.windstarcruises.com](http://www.windstarcruises.com).**