The Ritz-Carlton Yacht Collection Pre-bundled Cruise and Air Package Terms & Conditions – U.S. Residents Only

1. General Overview

These Terms and Conditions ("**Terms**") apply to guests booking a cruise package inclusive of round-trip Business Class airfare (the "**Package**") through The Ritz-Carlton Yacht Collection ("**RCYC**") for selected Mediterranean voyages departing in 2025. This Package is available exclusively to U.S. residents and must be purchased through a U.S. point of sale. The Package is governed by the terms herein and by the Global Ticket Contract available at: <u>https://www.ritzcarltonyachtcollection.com/legal/ticket-contract</u>, which is hereby incorporated by reference.

2. Eligibility and Occupancy

2.1 Residency and Age

Only guests who are legal U.S. residents with a valid U.S. passport may book this Package. Guests must be at least 18 years of age to purchase. Guests under the age of 18 must be accompanied by a parent or legal guardian who assumes full responsibility.

2.2 <u>New Bookings Only</u>

The Package is available for new bookings only and may not be combined with other promotions unless explicitly stated in writing.

2.3 Double Occupancy Requirement

The Package is offered exclusively on a double occupancy basis. Each stateroom or suite booked under this Package must be occupied by two eligible guests. The Package is not available for single occupancy and may not be applied to third or fourth guests sharing a suite. Bookings for solo travelers or additional guests beyond the first two per suite will not qualify and may be subject to cancellation or fare adjustments.

2.4 Capacity and Availability

The Package is capacity-controlled and subject to withdrawal or modification at any time. Availability is limited and not guaranteed until confirmed by RCYC.

3. Package Inclusions

Unless otherwise specified in writing by RCYC, the Package includes the following components for eligible guests: (i) a Mediterranean cruise aboard a luxury superyacht operated by RCYC; (ii) roundtrip international Business Class airfare from a designated U.S. gateway airport selected by RCYC to a European destination determined by RCYC; (iii) intra-European Business Class connecting flights, if required by the confirmed itinerary and solely as determined by RCYC; and (iv) all mandatory government taxes, air fuel surcharges, and airport-imposed fees in effect at the time of booking. The cruise portion of the Package also includes all standard amenities customarily included in the applicable RCYC cruise fare.

Guests expressly acknowledge that the Package: (i) is available only on a double occupancy basis and is not eligible for single occupancy or third/fourth guest accommodations; (ii) does not include ground transportation, hotel accommodations (unless otherwise specified in your booking), travel insurance, or other incidental services not expressly stated herein provided, however, that hotel accommodations may be provided in limited circumstances solely as described in Section 4.4; and (iii) does not permit guestrequested deviations from the standard air itinerary. Guests who wish to arrange alternate air routing, class of service, airlines, or departure/arrival cities must book cruise and air components separately, and such guests will not be entitled to the inclusive published Package rate.

All air components of the Package shall be arranged exclusively by RCYC in its sole discretion. RCYC reserves the right to determine all flight schedules, carriers, routings, connection times, layovers, and departure gateways, subject to availability and operational requirements. Guest preferences for airlines, routing, or schedule may not be accommodated.

This Section is subject to and shall be interpreted in conjunction with all other applicable terms, including the Eligibility and Guest-Requested Deviations provisions above, and the Global Ticket Contract, available at <u>https://www.ritzcarltonyachtcollection.com/legal/ticket-contract</u>, which is incorporated herein by reference.

4. Air Travel Terms

4.1 Airline Selection & Routing

All air transportation included in the Package will be arranged exclusively by RCYC through one or more commercial air carriers. RCYC retains sole discretion over the selection of carriers, flight schedules, routing, connection times, layovers, and U.S. departure airports.

Guest preferences regarding airlines, flight times, routings, or departure/arrival cities will not be accommodated under this Package.

4.2 Airfare Terms

The inclusive airfare covers all mandatory government taxes, airport fees, fuel surcharges, and carrierimposed charges in effect at the time of booking.

Optional services such as checked baggage, overweight/oversized luggage, preferred seating, in-flight amenities, cabin upgrades, or any other ancillary services offered by the airline are not included and must be purchased separately by the guest directly from the air carrier, following ticket issuance.

4.3 <u>Ticketing & Modifications</u>

Airline tickets will generally be issued approximately seventy-five (75) days prior to departure. Once issued, airline tickets are non-transferable, and no name changes will be permitted. Any post-ticketing modifications, including changes to travel dates, times, or routes, are subject to applicable airline-imposed penalties as well as RCYC administrative fees. All such costs shall be borne solely by the guest.

Failure to provide complete and accurate passport details by the stated ticketing deadline may delay ticket issuance or result in cancellation of the air component without refund.

4.4 Hotel Accommodations Related to Air Travel

RCYC will use commercially reasonable efforts to secure flight itineraries that arrive on the day of cruise embarkation and depart on the day of cruise disembarkation.

A one-night pre-cruise hotel stay may be provided by RCYC if, in its sole discretion, RCYC determines it is required by the air schedule due to limited airline availability, scheduling constraints, or other operational considerations where RCYC is unable to arrange suitable same-day flights. The hotel is selected at RCYC's discretion and will only be provided if RCYC cannot provide you with an arrival on the day of embarkation. Any such accommodations will be arranged solely by RCYC, and the location, standard, and specific hotel

property shall be determined exclusively by RCYC based on availability and logistical requirements. Hotel accommodations provided by RCYC in such circumstances shall be limited to the room rate, applicable taxes, and basic resort fees. Incidental charges, including but not limited to meals, beverages, transportation to or from the hotel, room service, gratuities, parking, early check-in, late checkout, and other personal expenses, are not included and shall be the sole responsibility of the guest. Guests acknowledge and agree that hotel accommodations are not a guaranteed component of the Package and will only be provided if, and to the extent, deemed necessary by RCYC in its exclusive judgment. No compensation, substitution, refund, or credit will be provided in lieu of such accommodations if same-day flights are secured, or if the guest declines RCYC-arranged accommodations. Guests who request to travel on dates other than the scheduled embarkation or disembarkation date, or who decline RCYC's selected air arrangements, shall be solely responsible for any resulting hotel accommodations, transportation, or other incidental expenses. RCYC shall have no liability for, and shall not reimburse or credit, any hotel costs incurred by guests in connection with voluntary deviations or independently arranged travel.

5. Documentation Requirements

It is the sole responsibility of each guest to ensure that they possess all required travel documentation necessary for international air travel and embarkation aboard the vessel. This includes, but is not limited to: (i) a valid passport with an expiration date at least six (6) months beyond the date of return travel; (ii) any required visas, entry permits, proof of vaccinations, negative COVID-19 or other health-related test results, or health declarations as mandated by destination countries; and (iii) any additional documentation required by applicable immigration, customs, public health, or transportation authorities.

RCYC shall not be liable for any costs, losses, or damages arising from a guest's failure to obtain or present valid documentation, including but not limited to: (i) denied boarding by an airline; (ii) denied entry or exit by any governmental authority; (iii) missed flights or cruise embarkation; or (iv) cancellation or forfeiture of any portion of the Package. No refunds, credits, or alternate accommodations will be provided in such cases.

Guests are advised to consult with the appropriate consular or immigration authorities prior to travel and to confirm all requirements well in advance of departure.

This provision is subject to and incorporated within the Global Guest Ticket Contract, which further governs the responsibilities of guests regarding travel documentation and may be accessed at https://www.ritzcarltonyachtcollection.com/legal/ticket-contract.

6. Payments & Cancellations

6.1 Payment Schedule

A non-refundable deposit is required at the time of booking. The deposit amount may vary by itinerary and will be confirmed at the time of reservation.

Final payment is due no later than one hundred eighty (180) days prior to the scheduled departure date, unless otherwise stated in writing by RCYC.

For bookings made within one hundred eighty (180) days of departure, full payment is required at the time of booking.

6.2 Cancellations & Refunds

All cancellation requests must be submitted in writing and will be subject to RCYC's standard cruise cancellation penalties, applied to the total value of the Package, as outlined in the Global Ticket Contract.

7. Changes by RCYC

RCYC reserves the right, in its sole discretion, to modify, reconfigure, or cancel any component of the Package, including but not limited to flight schedules, air carriers, class of service, points of departure or

arrival, or routing, at any time and for any reason, including but not limited to: (i) operational or logistical constraints; (ii) airline schedule changes or cancellations; (iii) governmental regulations or orders; (iv) safety or security concerns; or (v) force majeure events such as weather, natural disasters, labor strikes, war, public health emergencies, or other events beyond RCYC's control.

RCYC may, without notice, substitute air carriers, equipment, routes, or flight times as required. Guests acknowledge and agree that the Package does not include ground transfers, hotel accommodations, or other ancillary services beyond the expressly stated inclusions.

Guests further agree that RCYC shall have no liability whatsoever for any costs, losses, expenses, or inconvenience arising from such changes, including but not limited to missed connections, extended layovers, additional nights of accommodation, or changes to travel plans before or after the cruise. RCYC shall not be responsible for any incidental or consequential damages resulting from modifications or cancellations.

Guests are advised to maintain flexibility in travel planning and to purchase comprehensive travel insurance to protect against unforeseen disruptions.

8. Guest-Requested Deviations

The Pre-bundled Cruise and Air Package is designed as a fixed, inclusive offering with pre-determined air routing and travel parameters determined exclusively by RCYC. As such, guest-requested deviations from the standard air itinerary are not permitted under this Package.

Guests who wish to select alternative air carriers, flight times, routing, departure or arrival cities, travel dates, or class of service must decline the Package in full and purchase the cruise and airfare separately. In such cases, the guest will not be eligible for the inclusive published Package rate, and all air and related travel arrangements will become the sole responsibility of the guest.

RCYC does not accommodate deviation requests within the scope of the Package, and no exceptions will be made. Guests are encouraged to consider separate air and cruise bookings if personalized flight arrangements are desired.

9. Travel Insurance

RCYC strongly recommends that all guests purchase comprehensive travel insurance from a reputable third-party provider at the time of booking. Recommended coverage should include, but is not limited to: (i) trip cancellation and interruption; (ii) missed connections and travel delays; (iii) emergency medical and dental treatment; (iv) emergency medical evacuation and repatriation; (v) baggage loss, theft, or damage; (vi) travel accident and life insurance; and (vii) coverage for communicable diseases, including COVID-19, where required by applicable destinations.

It is the sole responsibility of each guest to obtain appropriate travel insurance that meets their individual needs. RCYC does not offer or provide travel insurance and makes no representations or warranties regarding the adequacy, suitability, or availability of any coverage obtained by the guest.

RCYC shall not be liable for any losses, damages, costs, or expenses incurred by guests as a result of events including, but not limited to: (i) missed or canceled flights; (ii) denied boarding; (iii) trip interruption or delay; (iv) medical emergencies or hospitalizations; (v) quarantine requirements; (vi) government-imposed travel restrictions; or (vii) lost, delayed, or damaged baggage, whether caused by acts of God, force majeure, actions of third-party providers, illness, or any other unforeseen circumstances.

Guests acknowledge and agree that failure to obtain adequate travel insurance is undertaken at their own risk, and RCYC shall have no obligation to provide refunds, reimbursements, or other compensation for events that could have been covered by such insurance.

10. Limitation of Liability

RCYC acts solely as an intermediary between the guest and independent third-party air carriers and suppliers. All air travel arranged as part of the Package is subject to the terms, conditions, and limitations imposed by the applicable carrier's contract of carriage and any applicable international conventions.

RCYC shall not be held liable for any claims, losses, expenses, damages, or delays arising out of or related to: (i) flight delays or cancellations; (ii) overbooking or denied boarding; (iii) missed connections; (iv) schedule changes; (v) lost, delayed, or damaged baggage; (vi) mechanical failures or operational disruptions; or (vii) the conduct, negligence, or failure of performance by any air carrier, ground service provider, or other third party.

Guests expressly acknowledge and agree that RCYC does not operate or control any airline, and shall not be responsible for any acts, errors, omissions, or failures of any such independent entities. Guests further agree to hold RCYC harmless from and against any and all liabilities, costs, losses, or damages of any kind resulting from or related to air travel incidents, including those that impact their ability to embark or disembark the cruise.

This limitation of liability applies regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and survives the completion of travel.

11. Transferability of Booking

A guest may request to transfer their booking to another person who satisfies all applicable conditions for participation in the Package. Any request for transfer must (i) be submitted in writing to RCYC no later than seven (7) days before the scheduled departure date; (ii) include the full name and contact details of the proposed transferee; and (iii) be accompanied by any documentation RCYC reasonably requests to verify the transferee's eligibility.

The transferee must (i) meet all eligibility criteria applicable to the Package, including but not limited to legal U.S. residency, valid passport requirements, and compliance with all health, visa, and documentation obligations; (ii) agree in writing to be bound by the Package Terms & Conditions and the Global Ticket Contract; and (iii) assume all obligations under the original booking.

The original guest and the transferee shall be jointly and severally liable for the total price of the Package and any additional fees, costs, or charges resulting from the transfer, including but not limited to RCYC administrative fees in the amount of \$250USD, and any third-party supplier fees, such as airline name-change penalties

Notwithstanding the foregoing, transfers are not permitted if any portion of the Package includes air travel that has already been ticketed, or where such transfer is prohibited by applicable air carrier rules. Airline tickets are generally non-transferable and subject to the terms of the relevant carrier's conditions of carriage. RCYC reserves the right, in its sole discretion, to deny any transfer request that does not comply with the above conditions, or where fulfillment would cause undue operational or administrative burden. No transfer shall be effective unless and until confirmed in writing by RCYC.

12. Additional Terms

The Package is subject to all applicable provisions of RCYC's Global Ticket Contract, which governs your travel with The Ritz-Carlton Yacht Collection and is available <u>https://www.ritzcarltonyachtcollection.com/legal/ticket-contract</u>. In the event of a conflict between these Terms and the Global Ticket Contract, the Global Ticket Contract shall prevail.

13. Governing Law and Dispute Resolution

These Terms, and all claims, disputes, or proceedings arising out of or related to the Package, including those involving air travel components, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

Guests expressly acknowledge and agree that all disputes, claims, or legal actions, whether in contract, tort, equity, or otherwise, shall be governed by the dispute resolution provisions set forth in RCYC's Global Ticket Contract, which is incorporated herein by reference and available at https://www.ritzcarltonyachtcollection.com/legal/ticket-contract.

Without limiting the foregoing, guests agree that any legal suit, action, or proceeding arising out of or relating to the Package, these Terms, or the Global Guest Ticket Contract shall be brought exclusively in the state or federal courts located in Broward County, Florida, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.