WINDSTAR CRUISES PASSAGE CONTRACT
(Effective for all Cruises embarking on or after October 1, 2026)

IMPORTANT NOTICE TO PASSENGERS: TICKETS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS IN THIS WINDSTAR CRUISES PASSAGE CONTRACT ("CONTRACT"). PLEASE READ THIS ENTIRE CONTRACT CAREFULLY BEFORE ACCEPTING AND COMMENCING TRAVEL. THIS CONTRACT GOVERNS ALL DEALINGS BETWEEN YOU AND WINDSTAR CRUISES. YOUR ATTENTION IS ESPECIALLY DIRECTED TO CLAUSES A1 THROUGH A9, A12, A13, C3, C4, AND C5 BELOW, AND OTHER PROVISIONS, WHICH CONTAIN MONETARY PENALTIES FOR CANCELLATIONS, IMPORTANT LIMITATIONS ON YOUR RIGHT TO ASSERT CLAIMS AGAINST WINDSTAR CRUISES AND CERTAIN THIRD PARTIES (INCLUDING CLAIMS FOR YOUR DEATH, INJURY, ILLNESS, OR DAMAGE TO BAGGAGE OR PERSONAL PROPERTY), POTENTIAL LIMITATION OF DAMAGES FOR CLAIMS, IMPOSES LIMITATIONS AFFECTING THE TIME AND LOCATION WITHIN WHICH YOU CAN FILE A SUIT OR CLAIM AGAINST WINDSTAR CRUISES, IDENTIFIES THE GOVERNING LAW FOR CERTAIN CLAIMS, REQUIRES ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND INCLUDES A WAIVER OF YOUR RIGHT TO ARREST OR ATTACH WINDSTAR CRUISES' SHIPS.

THIS CONTRACT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND WINDSTAR CRUISES. THE TICKET AND THIS CONTRACT TOGETHER CONTAIN ALL THE TERMS OF OUR AGREEMENT AND SUPERSEDE ALL OTHER ORAL OR WRITTEN AGREEMENTS, COMMUNICATIONS, OR REPRESENTATIONS.

THIS CONTRACT ALSO INCLUDES THE TERMS UNDER WHICH WINDSTAR CRUISES BOOKS AIR TRANSPORTATION IF YOU ARE PURCHASING A "WINDSTAR AIR PACKAGE" (DEFINED BELOW).

A. FUNDAMENTAL PROVISIONS

1. IMPORTANT DEFINITIONS; REFUNDS; THIRD-PARTY BENEFICIARIES:

(a) The words **"you"** and **"Passenger"** refer to all persons traveling under this Contract and persons in their care including any minors, and their heirs, successors in interest, and personal representatives. The words **"Windstar Cruises"** and **"we"** refer to Windstar Cruises Marshall Islands, LLC, a Marshall Islands limited liability company doing business as Windstar Cruises. **"Ship"** refers to the ship that will provide the ocean transportation portion of the Cruise, or any substituted vessel. All of the Ships are registered in the Bahamas and owned by Windstar Cruises Marshall Islands, LLC. Ship ownership and registry are subject to change.

(b) **"Contract"** means this document and all its terms and conditions, and any provisions incorporated herein by reference. For passengers whose booking is

governed by separate booking terms applicable in the United Kingdom or European Union, this Contract applies to the carriage element of the Cruise to the extent incorporated into those booking terms. References in this Contract to a contract or agreement between you and Windstar Cruises refer, for those passengers, to the contract of carriage with Windstar Cruises Marshall Islands, LLC and do not affect the status or obligations of any separate contracting principal or organizer under the applicable booking terms. In the event of any inconsistency between this Contract and those applicable booking terms, the applicable booking terms shall prevail to the extent required by applicable mandatory law.

(c) **"Cruise"** refers to the specific cruise indicated on your ticket, as it may be modified by us under this Contract, 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. **"Initial Departure"** means the time at which you first begin transit by any means of transport booked by us (including air transportation) for the purpose of taking the Cruise. **"Windstar Air Package"** refers to air transportation booked for you by us to enable you to travel to and from your Cruise. **"Windstar Land Package"** includes any shore activity before or after the Cruise or ashore during the Cruise that is arranged for you by Windstar Cruises in connection with your Cruise. **"Cruise Package"** means any combination of the Cruise, Windstar Air Package and/or Windstar Land Package.

(d) **"Refund Amount"** refers to that portion of the Cruise Package fare or payment that has actually been received by us. A portion of your fare may have been retained by or paid to your travel agent to compensate the agent for their services. The Refund Amount does not include any portion of the fare retained by or paid to your agent. You are solely responsible for obtaining the refund of these retained or paid amounts from your travel agent. Any refund to you will be made only in the currency received by us and in the country in which the fare has been paid and subject to any foreign exchange regulations in force in that country.

(e) Certain third parties derive rights and exemptions from liability as a result of this Contract. Specifically, all of Windstar Cruises' rights, exemptions from liability, defenses and immunities under this Contract (including, but not limited to, those arising under Clauses A2, A3, A4, A5, A6, A7, A9, A12, A13, C3, C4, and C5) or otherwise under any applicable law will also inure to the benefit of Windstar Cruises' employees, together with the Ship and the Ship's tenders and equipment, Windstar Cruises' operators, managers, officers, staff, and crewmembers.

2. **FUNDAMENTAL PASSENGER AND WINDSTAR CRUISES RESPONSIBILITIES; AIR AND LAND PACKAGE SERVICES:**

The following requirements apply to you and everyone in your party.

(a) Before you board the Ship or embark on your Cruise Package, you must: (i) pay your full Cruise Package fare; (ii) familiarize yourself with the terms of this Contract; (iii) allow us to take your temperature and test you for COVID-19, if applicable, and (iv) provide us with, and allow us to make copies of, all necessary travel documents such

as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates showing all vaccinations we may in Windstar Cruises' sole discretion require, including without limitation, a current COVID-19 vaccination, and all other documents necessary for ports of call in the countries to which you will travel. It is Passenger's sole responsibility to obtain and have available when necessary the appropriate valid travel, vaccination, and other documents as may be required. All Passengers are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without entitlement to a refund, payment, compensation, or credit of any kind if you do not have all necessary and proper documentation, and you will be subject to any fines or other costs incurred by Windstar Cruises that result from incomplete or improper documentation or noncompliance with applicable regulations or Windstar Cruises' requirements with regard to documentation, testing, or otherwise. Windstar Cruises shall not be liable for refund, payment, compensation, or credit of any kind, or damages resulting from your failure to comply with any of the requirements set forth above.

(b) In consideration of the receipt in full of the fare and subject to the terms and conditions of this Contract:

(i) Windstar Cruises agrees to transport you on the Ship in order to enable you to take the Cruise; and

(ii) as to Windstar Air Packages, Windstar Cruises agrees to book the air transportation required at the commencement and conclusion of your Cruise.

(c) This Contract is valid only for the Cruise and for the cabin specified in the ticket (or any other cabin assigned by us). The person accepting this Contract represents that he/she is authorized by all persons on the same booking to accept and agree to be bound by the terms and conditions of this Contract on their behalf. However, where deemed necessary by Windstar Cruises or as may be required by applicable law, Windstar Cruises reserves the right to obtain consent to certain data collection and other practices directly from each individual on your booking.

(d) Windstar Cruises honors the Cruise Line Passenger Bill of Rights ("PBOR"), which can be found here. In the event of a direct conflict between a provision of this Passage Contract and a provision of the PBOR in effect at the time of booking, the PBOR controls.

3. **TIME LIMITS FOR NOTICING CLAIMS AND FILING AND SERVICE OF LAWSUITS; LOCATION OF LAWSUITS AND ARBITRATION; GOVERNING LAW:**

ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS CONTRACT OR THE CRUISE PACKAGE, INCLUDING WITHOUT LIMITATION CLAIMS AGAINST THIRD PARTIES, ARE GOVERNED BY THE FOLLOWING TIME LIMITS FOR NOTICING AND FILING CLAIMS AND THE FOLLOWING LOCATION AND GOVERNING LAW REQUIREMENTS:

(a) <u>TIME LIMITS</u>. PASSENGER AGREES THAT S/HE MAY NOT MAINTAIN A LAWSUIT AGAINST WINDSTAR CRUISES OR THE SHIP FOR LOSS OF LIFE OR PERSONAL INJURY OR ILLNESS, INCLUDING EMOTIONAL DISTRESS, UNLESS WRITTEN NOTICE OF THE CLAIM WITH ALL PARTICULARS IS DELIVERED TO WINDSTAR CRUISES, 8400 N.W. 36TH STREET, SUITE 520, MIAMI, FLORIDA 33166, USA NOT LATER THAN SIX (6) MONTHS AFTER THE DAY OF DEATH, ILLNESS, OR INJURY. ADDITIONALLY, ANY LAWSUIT AGAINST US FOR LOSS OF LIFE, PERSONAL INJURY, OR ILLNESS, INCLUDING EMOTIONAL DISTRESS, MUST BE COMMENCED NOT LATER THAN ONE (1) YEAR AFTER THE DATE OF DEATH, ILLNESS, OR INJURY. FOR ALL OTHER CLAIMS, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL, OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, ACCESSIBILITY, CONSUMER, OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES, OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR YOUR CRUISE, NO MATTER HOW DESCRIBED, PLEADED, OR STYLED, YOU MAY NOT MAINTAIN ANY CLAIM AGAINST WINDSTAR CRUISES OR THE SHIP, NOR WILL WINDSTAR CRUISES OR THE SHIP BE LIABLE THEREFOR, UNLESS WE ARE PROVIDED WITH WRITTEN NOTICE OF CLAIM WITHIN NINETY (90) DAYS AFTER CONCLUSION OF THE CRUISE, THE ARBITRATION OF SUCH CLAIM IS COMMENCED IN THE MANNER DESCRIBED IN CLAUSE A3(c) BELOW NOT LATER THAN SIX (6) MONTHS AFTER CONCLUSION OF THE CRUISE, AND VALID NOTICE OF ARBITRATION IS PROVIDED TO WINDSTAR CRUISES OR THE SHIP, AS APPLICABLE, WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THAT SIX-MONTH PERIOD.

(b) <u>LAWSUIT LOCATION FOR CLAIMS INVOLVING DEATH, PERSONAL INJURY, OR ILLNESS</u>. FOR ANY CRUISE OR CRUISE PACKAGE WHEREIN THE SHIP'S PLANNED ITINERARY INCLUDES EMBARKATION, DISEMBARKATION, OR A CALL AT A PORT IN THE UNITED STATES OR ITS TERRITORIES, ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS CONTRACT, THE CRUISE, OR THE CRUISE PACKAGE INVOLVING CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN MIAMI, FLORIDA OR, AS TO THOSE LAWSUITS AS TO WHICH THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LACKS SUBJECT MATTER JURISDICTION, SUCH LAWSUITS SHALL BE LITIGATED BEFORE A COURT OF COMPETENT JURISDICTION LOCATED IN MIAMI-DADE COUNTY, STATE OF FLORIDA, USA, TO THE EXCLUSION OF ALL OTHER COURTS OF ANY OTHER CITY, COUNTY, STATE, OR COUNTRY WHERE SUIT MIGHT OTHERWISE HAVE BEEN BROUGHT.

FOR ANY CRUISE OR CRUISE PACKAGE WHEREIN THE SHIP'S PLANNED ITINERARY DOES NOT INCLUDE EMBARKATION, DISEMBARKATION, OR A CALL AT A PORT IN THE UNITED STATES OR ITS TERRITORIES, ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO THIS CONTRACT, THE CRUISE, OR THE CRUISE PACKAGE INVOLVING CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SHALL BE LITIGATED, IF AT ALL, BEFORE THE COURTS OF ENGLAND AND WALES, TO THE EXCLUSION OF ALL OTHER COURTS OR TRIBUNALS. PASSENGER HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT PASSENGER MAY HAVE TO ANY SUCH ACTION

OR PROCEEDING BEING BROUGHT IN THE COURTS OF ENGLAND AND WALES.

(c) <u>ARBITRATION OF ALL OTHER CLAIMS</u>. ANY AND ALL OTHER DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, EXCEPT FOR PERSONAL INJURY, ILLNESS, OR DEATH OF A PASSENGER AND CLAIMS BROUGHT AND LITIGATED IN SMALL CLAIMS COURT IN MIAMI-DADE COUNTY, STATE OF FLORIDA, USA, BETWEEN PASSENGER AND WINDSTAR CRUISES, SHIP, OR TRANSPORT, WHETHER BASED ON LOSS OF OR DAMAGE TO BAGGAGE, BREACH OF CONTRACT, MISREPRESENTATION, TORT, STATUTORY, CONSTITUTIONAL, OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR MENTAL OR EMOTIONAL DISTRESS OR INJURY NOT ARISING OUT OF BODILY INJURY, ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, ACCESSIBILITY, CONSUMER, OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR THE CRUISE, OR ANY WINDSTAR AIR PACKAGE OR WINDSTAR LAND PACKAGE, NO MATTER HOW DESCRIBED, PLEADED, OR STYLED, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517 (THE "CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN MIAMI-DADE COUNTY, STATE OF FLORIDA, USA, TO THE EXCLUSION OF ANY OTHER FORUM. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER ARBITRATION RULES, WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. ANY QUESTION ABOUT THE ARBITRATION ADMINISTRATOR MENTIONED ABOVE MAY BE DIRECTED TO THEM AS FOLLOWS: AMERICAN ARBITRATION ASSOCIATION, 1111 BRICKELL AVENUE, SUITE 1950, MIAMI, FLORIDA 33131, (305) 358-7777. IF THE AAA IS UNAVAILABLE OR UNWILLING TO ADMINISTER ARBITRATIONS CONSISTENT WITH THIS CLAUSE, ANOTHER ARBITRATION PROVIDER SHALL BE SELECTED BY MUTUAL AGREEMENT OR BY THE COURT. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT PASSENGER OR WINDSTAR CRUISES WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. PASSENGER AND WINDSTAR CRUISES FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE PASSENGER ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF CLAUSE A3(b) ABOVE GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS CLAUSE A3(c).

(d) <u>GOVERNING LAW</u>. FOR ANY CRUISE OR CRUISE PACKAGE WHEREIN THE SHIP'S PLANNED ITINERARY INCLUDES EMBARKATION, DISEMBARKATION, OR A CALL AT A PORT IN THE UNITED STATES OR ITS TERRITORIES, THIS CONTRACT SHALL BE

GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES, WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES, EXCEPT: (1) AS PROVIDED IN CLAUSES A12, A13, AND THE SECOND PARAGRAPH IN CLAUSE A3(b); (2) IN CASES INVOLVING DEATH ARISING OUTSIDE THE UNITED STATES, WHICH SHALL BE GOVERNED EXCLUSIVELY BY THE DEATH ON THE HIGH SEAS ACT, 46 U.S.C. § 30301, ET SEQ. AND (3) WINDSTAR CRUISES SHALL BE SEVERALLY LIABLE AND NOT JOINTLY LIABLE FOR ANY BREACHES OF THIS CONTRACT OR FOR ANY ACTS OR OMISSIONS THAT OCCUR DURING THE CRUISE OR CRUISE PACKAGE. TO THE EXTENT SUCH MARITIME LAW IS NOT APPLICABLE, IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (USA), WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES.

FOR ANY CRUISE OR CRUISE PACKAGE WHEREIN THE SHIP'S PLANNED ITINERARY DOES NOT INCLUDE EMBARKATION, DISEMBARKATION, OR A CALL AT A PORT IN THE UNITED STATES OR ITS TERRITORIES, THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW, WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES. EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THIS CONTRACT, PASSENGER AGREES THIS CHOICE OF LAW SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY OTHER COUNTRY, STATE, OR TERRITORY.

(e) <u>IN REM WAIVER</u>. IN THE EVENT OF A MARITIME TORT, YOU MAY HAVE THE RIGHT TO PROCEED IN REM TO ARREST A WINDSTAR CRUISES SHIP OR ITS APPURTENANCES FOR PURPOSES OF SECURITY OR PROCEED QUASI IN REM TO ATTACH ANY OF WINDSTAR CRUISES SHIPS TO ESTABLISH JURISDICTION. HOWEVER, YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO AN IN REM OR QUASI IN REM PROCEEDING TO ARREST OR ATTACH ANY OF WINDSTAR CRUISES' SHIPS OR APPURTENANCES FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION AND WILL RELY SOLELY ON THE CREDIT OF WINDSTAR CRUISES IN BRINGING ANY CLAIM AGAINST WINDSTAR CRUISES, IF AT ALL. 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 WINDSTAR CRUISES' INSURERS SHALL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE SHIP IN LIEU OF ARREST.

(f) <u>SPECIAL TIME LIMITS FOR MINORS, WRONGFUL DEATH, ETC</u>. IN THE CASE OF A CLAIM BY OR ON BEHALF OF A MINOR OR LEGALLY INCOMPETENT PERSON, OR IN THE CASE OF A WRONGFUL DEATH CLAIM, THE TIME PERIODS DESCRIBED ABOVE SHALL BEGIN TO RUN ON THE EARLIER OF: (I) DATE OF APPOINTMENT OF A LEGAL REPRESENTATIVE FOR THE MINOR OR LEGALLY INCOMPETENT PERSON, OR THE DECEDENT'S ESTATE (AS THE CASE MAY BE); OR (II) THREE (3) YEARS AFTER THE DAY OF DEATH OR INJURY, AS APPLICABLE.

(g) <u>CLASS ACTION RELIEF WAIVER</u>. PASSENGER HEREBY AGREES THAT EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS CLAUSE A3(g) BELOW, PASSENGER MAY BRING CLAIMS AGAINST WINDSTAR CRUISES ONLY IN PASSENGER'S INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, PASSENGER AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST WINDSTAR CRUISES, A

SHIP, OR TRANSPORT WHATSOEVER SHALL BE LITIGATED BY PASSENGER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND PASSENGER EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING PASSENGER TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION AS PROVIDED IN CLAUSE A3(c) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS PROVISION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION PROVISIONS SET FORTH IN CLAUSE A3(c) ABOVE. IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

4. **LIMITATIONS ON LIABILITY; NON-WINDSTAR CRUISES SERVICES:**

(a) <u>CAUSES BEYOND WINDSTAR CRUISES' CONTROL</u>. WINDSTAR CRUISES SHALL NOT BE LIABLE FOR INJURY, ILLNESS (INCLUDING BUT NOT LIMITED TO COVID-19 OR ANY OTHER COMMUNICABLE ILLNESS OR DISEASE), DEATH, DAMAGE, DELAY, OR OTHER LOSS TO PERSON OR PROPERTY OR ANY OTHER CLAIM BY PASSENGER CAUSED BY ACTS OF GOD, FORCE MAJEURE, EPIDEMIC, PANDEMIC, WAR, ACTS OR THREATENED ACTS OF TERRORISM, CIVIL COMMOTION, LABOR UNREST, STRIKE, ACTS OR INTERFERENCE OF GOVERNMENT AUTHORITIES OR PERSONS PURPORTING TO ACT WITH SUCH AUTHORITY, PERILS OF THE SEA, FIRE, WEATHER, ICE, THEFT, SUPERVENING CRIMINAL ACTS OF OTHER PERSONS (INCLUDING INVITEES OR OTHER PASSENGERS), OR OTHER CAUSES BEYOND WINDSTAR CRUISES' REASONABLE CONTROL, OR ANY ACT NOT SHOWN TO BE PROXIMATELY CAUSED BY WINDSTAR CRUISES' NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) <u>EMOTIONAL DISTRESS, ETC.; CONSEQUENTIAL DAMAGES</u>. WINDSTAR CRUISES SHALL NOT BE LIABLE 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, WINDSTAR CRUISES, 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, WINDSTAR CRUISES, OR OPERATOR OF THE SHIP; OR (III) INTENTIONALLY INFLICTED BY A CREWMEMBER OR THE MANAGER, AGENT, MASTER, WINDSTAR CRUISES, 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.

(c) <u>ATHENS CONVENTION LIMITS</u>. ON INTERNATIONAL CRUISES WHICH NEITHER EMBARK, DISEMBARK, NOR CALL AT ANY UNITED STATES PORT AND ON WHICH PASSENGER COMMENCES THE CRUISE BY EMBARKATION OR DISEMBARKS AT THE END OF THE CRUISE IN A PORT OF A EUROPEAN UNION MEMBER STATE OR THE EUROPEAN ECONOMIC AREA (EEA), OR IN ANY OTHER INSTANCE IN WHICH APPLICABLE NATIONAL LAW APPLIES THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA AND/OR ANY OF ITS PROTOCOLS ("ATHENS CONVENTION"), WINDSTAR CRUISES SHALL BE ENTITLED TO

ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR LOSS OF OR DAMAGE TO LUGGAGE, DEATH, AND/OR PERSONAL INJURY AS PROVIDED UNDER EUROPEAN UNION REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS., OR OTHER LAW IMPLEMENTING THE ATHENS CONVENTION, AS APPLICABLE. UNLESS THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, WHICH IS DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION, OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY THE REGULATION), WINDSTAR CRUISES' LIABILITY PER PASSENGER IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") (APPROXIMATELY US$550,000 AS OF DECEMBER 1, 2025, AND WHICH FLUCTUATES DEPENDING UPON THE DAILY CURRENCY EXCHANGE RATE AS PUBLISHED BY THE INTERNATIONAL MONETARY FUND) IF PASSENGER PROVES THAT THE INCIDENT WAS A RESULT OF WINDSTAR CRUISES' FAULT OR NEGLECT. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, WINDSTAR CRUISES' LIABILITY PER PASSENGER IS LIMITED TO NO MORE THAN 250,000 SDR (APPROXIMATELY US$340,000 AS OF DECEMBER 1, 2025, AND WHICH FLUCTUATES DEPENDING UPON THE DAILY CURRENCY EXCHANGE RATE AS PUBLISHED BY THE INTERNATIONAL MONETARY FUND). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDR PER PASSENGER UNLESS WINDSTAR CRUISES PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT ITS FAULT OR NEGLECT. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED BY OR IN CONNECTION WITH WAR OR TERRORISM, WINDSTAR CRUISES' LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NON-SHIPPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDR PER PASSENGER OR 340 MILLION SDR (APPROXIMATELY US$460,000,000 AS OF DECEMBER 1, 2025, AND WHICH FLUCTUATES DEPENDING UPON THE DAILY CURRENCY EXCHANGE RATE AS PUBLISHED BY THE INTERNATIONAL MONETARY FUND) PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY EU REGULATIONS 392/2009. PLEASE SEE HTTP://EUR-LEX.EUROPA.EU/LEGAL-CONTENT/EN/ALL/?URI=CELEX%3A32009R0392 FOR A COPY OF THE EU REGULATIONS. IN ADDITION, PASSENGERS EMBARKING ON A CRUISE IN A EUROPEAN MEMBER STATE ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010. VISIT WWW.IMO.ORG FOR ADDITIONAL INFORMATION ON THE ATHENS CONVENTION AND VISIT HTTP://WWW.IMF.ORG/EXTERNAL/NP/FIN/DATA/RMS_SDRV.ASPX FOR ADDITIONAL INFORMATION ON THE VALUE OF SDRS AND EXCHANGE RATES FOR SDRS AND US DOLLARS AND OTHER CURRENCIES.

(d) **U.S. STATUTORY LIMITATIONS. IN ADDITION TO ALL THE RESTRICTIONS AND EXEMPTIONS FROM LIABILITY PROVIDED IN THIS CONTRACT, ON ALL CRUISES WINDSTAR CRUISES SHALL ALSO HAVE THE BENEFIT OF ALL STATUTES OF THE UNITED STATES OF AMERICA PROVIDING FOR LIMITATION AND EXONERATION FROM LIABILITY AND THE PROCEDURES PROVIDED THEREBY, INCLUDING BUT NOT LIMITED TO TITLE 46 OF THE UNITED STATES CODE SECTIONS 30501 THROUGH 30527, AND 30529. NOTHING IN THIS CONTRACT IS INTENDED TO NOR SHALL IT OPERATE TO LIMIT OR DEPRIVE WINDSTAR CRUISES OF ANY SUCH STATUTORY LIMITATION OF OR EXONERATION FROM LIABILITY UNDER ANY APPLICABLE LAWS.**

(e) **CONTRIBUTORY AND COMPARATIVE NEGLIGENCE.** Under all circumstances, and on

any Cruise regardless of location of Passenger's embarkation or disembarkation, or applicability of any laws, any damages payable by Windstar Cruises shall be reduced in proportion to any contributory or comparative negligence by Passenger.

(f) **INDEPENDENT CONTRACTORS; OFF-DUTY EMPLOYEES.** We do not undertake to supervise or assume any liability in respect of the acts or omissions of the Ship's barbers, beauticians, masseurs, masseuses, doctors, nurses, or photographers, all of whom are either independent contractors or are employed by independent contractors and work directly for Passenger when performing their services. Windstar Cruises shall not be responsible for acts or omissions of Windstar Cruises personnel while off duty or outside the scope of their employment, or for Passenger illness, stress, or injury occurring while using the Ship's athletic and recreational equipment.

(g) **SHORE EXCURSION PROVIDERS; NON-WINDSTAR CRUISES SERVICES.** As to your Cruise, certain transportation will be provided using equipment owned or operated by Windstar Cruises. All other transportation, shore excursions, accommodations, and services in the air and on shore, including transport on Windstar Land Packages (referred to as "Non-Windstar Cruises Services") are performed by independent contractors or other third parties, and not by Windstar Cruises, with the exception of a limited number of shore excursions provided by Windstar Cruises. By way of example only, Non-Windstar Cruises Services include goods and services provided by shore side physicians, air ambulance, hotels, restaurants, airlines (including the airline(s) used in any Windstar Air Package), railroads, tour operators (other than Windstar Cruises), 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. The providers, owners and operators of such services, conveyances, products and facilities are independent contractors and are not acting as Windstar Cruises' subcontractors, agents, or representatives. Even though Windstar Cruises may collect a fee for, or otherwise profit from, making such arrangements and offers for 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, we do not maintain their conveyances or facilities, and make no representation or warranty, whether express or implied, regarding their suitability or safety. Passenger acknowledges and agrees that they are not an intended beneficiary of any contract or agreement between Windstar Cruises and any such independent contractors. 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 shall Windstar Cruises be liable for any loss, delay, disappointment, damage, injury, death, or other harm whatsoever to Passenger that occurs on or off the Ship as a result of any acts, omissions, or negligence of any independent contractors or other third parties. All arrangements made or recommended by us for or by you for any kind of transportation (other than any vessel or conveyance owned or operated by us) before, during or after the Cruise, as well as air arrangements, shore excursions (other than the limited number of shore excursions operated by Windstar Cruises), 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. Money received in respect of Non-Windstar Cruises Services by Windstar Cruises is received only as an independent contractor, to be paid to the third party (less retained commission, if any). Windstar Cruises 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. Windstar Cruises accepts no liability for any loss, delay, damage, injury, death, or misrepresentation arising from any excursion, service, or transportation or any loss, delay, or disappointment for any cancellation of any excursion, service, or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking, or ticketing. We make no warranty, either express or implied, regarding the suitability, safety, insurance, or other aspects of any such independent contractors, transportation, tours, services, products, or facilities. Any liability for such services will be governed by this Contract and the contracts and/or tariffs between Passenger and such service companies.

(h) **MEDICAL CARE.** (i) Relationship with Medical Service Providers. To the extent Passenger retains the services of medical personnel, whether on or off the Ship, Passengers do so at their sole risk. Any medical personnel attending to a Passenger on or off the Ship, whether or not arranged, recommended, employed, or compensated in whole or part by Windstar Cruises, or any affiliate of Windstar Cruises, are independent professional services providers made available or recommended solely for the convenience of Passenger, work directly for and at the instructions and with informed consent of Passenger, and shall not be deemed to be acting under the control or supervision of the Windstar Cruises with respect to professional activities, as Windstar Cruises is not a medical provider. Windstar Cruises does not supervise, control, or otherwise direct any medical care that is provided to Passenger by medical personnel and assumes no liability whatsoever for any treatment, procedure, or recommended actions, failure to treat, diagnosis, misdiagnosis, unavailability of equipment, remedies or medications, actual or alleged malpractice, advice, examination, or other services provided by such persons or entities. (ii) Payment for Medical or Personal Care Services. Passenger shall pay for all medical care or other personal services requested or required, whether onboard or ashore, including the cost of any emergency medical care, evacuation or transportation incurred by Windstar Cruises. If Passenger is unable to pay and the Windstar Cruises pays for such expenses, then Passenger shall reimburse Windstar Cruises for those expenses.

(i) **SHIP ATHLETIC AND RECREATIONAL EQUIPMENT; THIRD PARTIES.** You assume all risks for injury, death, or loss as a consequence of your use of the Ship's athletic or recreational equipment or as a consequence of criminal conduct or negligence by any third party.

(j) **ANCHORAGE; PILOTS, TUGS.** During your Cruise, we are transporting you and your property only between ports of call. At ports where the Ship is unable to dock, we will arrange for appropriate transportation from the place where the Ship is at anchor to the dock. The Ship may proceed with or without pilots or tugs at any location in the Master's discretion.

5. **CHANGE IN ITINERARY; CANCELLATION:**

(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 without prior notice. 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, war, hostilities, blockages, labor conflicts, strikes onboard or ashore, medical or lifesaving emergencies, declared pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies, governmental or insurer directives, the need to render assistance to others, schedule delays or changes by third parties, conflicting charter schedules, seizure under legal process or any other cause whatsoever, schedule delays or changes by third parties, repair and maintenance requirements, fuel or other shortages, damage to the Ship, other means of transportation, roads, tracks, bridges, docks, equipment, or machinery, safety concerns, or if proceeding to, attempting to enter, entering, or remaining at the port on an itinerary may expose the Ship to risk or loss or damage or delay. 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). In such cases, Windstar Cruises shall not be liable for any claim whatsoever by Passenger, including but not limited to loss, compensation, or refund. We reserve the right to provide you with alternative ships or transportation whenever the Cruise is unable to proceed or be completed in the ordinary course, or, in the case of hotels, to substitute facilities in cases where the planned hotel is unavailable due to overbooking or otherwise.

(b) **CRUISE CANCELLATION.** If the Cruise is cancelled or terminated early for any reason aside from mechanical failure of the Ship, we may disembark you at any port and arrange transport (at Windstar Cruises' expense, but at your risk) 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 before commencement, you will be entitled, as your exclusive remedy, to receive the applicable Refund Amount less a reasonable allowance for transportation and services already provided to you. Please refer to Windstar's refund policy available here.

In the event that a Cruise is cancelled or terminated early due to mechanical failure(s) of the Ship, Passenger shall have the right to: (i) receive the applicable Refund Amount if the Cruise is cancelled or a partial, pro-rated refund if the Cruise is terminated early; (ii) transportation selected by Windstar Cruises to the Ship's scheduled port of disembarkation or Passenger's home city if Passenger travelled to get to the Ship; and (iii) lodging selected by Windstar Cruises if disembarkation and an overnight stay in an unscheduled port are required as the result of the Cruise being cancelled or terminated early due to such mechanical failure(s).

(c) **EMBARKATION AND DISEMBARKATION.** You acknowledge that many countries have laws that prohibit cruise passengers from embarking at a port other than the original embarkation port or from permanently disembarking at a port other than the port of final destination. While Windstar Cruises will attempt to accommodate late embarkation or early disembarkation requests that would otherwise alter your regularly scheduled cruise itinerary, we do so at our convenience and at your

risk. Regulations, rules, and policies of countries, port authorities, and other governmental or private entities are not controlled by Windstar and are subject to change without advance notice at any time. Accordingly, while an original request may have been approved, this approval may be revoked at any time up to the time of your scheduled embarkation and/or disembarkation. Windstar cannot guarantee that you will be able to disembark or embark as requested at the time of sailing, despite Windstar's prior approval. Windstar assumes no responsibility for any changes to such regulations, changes to itineraries, or denials to embarkation or disembarkation. Windstar assumes no liability for any fines, fees, or monetary assessments associated with late embarkations or early disembarkations. Windstar assumes no liability for any additional travel costs or fees, missed flights, travel delays, or other disruptions to travel resulting from your ability or inability to embark late (at a port other than the scheduled embarkation port) or disembark early (at a port other than the scheduled disembarkation port).

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 Windstar Cruises or the Ship because of your failure to complete the entire Cruise.

(d) **CANCELLATION POLICY.** Each Cruise booking cancelled by Passenger before 120 days prior to initial departure will be subject to a US$50 per person cancellation fee. A full refund (except for the amounts paid for air transportation, Cancellation Protection Plan, and the US$50 per person fee) will be made for written cancellations received by Windstar Cruises at least 121 days prior to the date on which you are to commence travel by any mode of transportation booked through Windstar Cruises (air, sea, or land). Passengers who cancel after that date for any reason, including medical or family reasons (including without limitation COVID-19), are subject to the following cancellation fee schedule:

- **120-90 days before commencing travel – 15% of gross fare (deposit);**
- **89-60 days before commencing travel – 35% of gross fare;**
- **59-30 days before commencing travel – 50% of gross fare;**
- **29-0 days before commencing travel – 100% of gross fare.**

You hereby agree that Windstar Cruises shall only be responsible for refunding amounts actually received. You hereby agree that losses sustained by Windstar Cruises in the event of your cancellation would be very difficult or impossible to quantify, and that the fees set forth above represent a fair and reasonable assessment as liquidated damages. If we received payment via credit card, any refund will be made to that credit card. If we received payment from your travel agent, any refund will be provided back to that travel agent. Travel agencies may impose their own cancellation fees.

Agency fees of any nature are a matter to be decided solely by the agency and their customers. Windstar Cruises tickets and passage contracts are non- transferable. Name changes and departure date changes are considered reservation

cancellations/re- bookings, are subject to cancellation fees, require the prior approval of Windstar Cruises, and may not always be possible.

Windstar Cruises cruise and accommodations cancellation policies do not apply to airline reservations. Airline reservations changes require the prior approval of airlines and may result in change fees or may not be possible.

Passengers must cancel shore excursions before the cancellation deadline for each excursion; otherwise, a 100% cancellation fee will apply.

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 Passenger after the Cruise, Windstar Air Package or Windstar Land Package has begun, or early disembarkation of Passenger for any reason, including pursuant to any provision of this Contract, shall be without refund, compensation, or liability on the part of the Windstar Cruises whatsoever, except that a refund for a shore excursion may be available if the cancellation is made before the applicable cancellation deadline.

6. **AUTHORITY TO DETAIN OR REMOVE PASSENGERS AND CONDUCT SEARCHES:** We may reasonably determine that for your safety, the safety of the Ship, or the safety or comfort of other passengers or Windstar Cruises' employees, you can be denied transportation either before or during the Cruise. By way of example, these would include situations where: a) you are or become in such condition as to be unfit to travel or dangerous or obnoxious to other passengers or employees; b) 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 c) you fail to abide by applicable laws or the rules or orders of the Master or other Ship officers, or fail to comply with any policies regarding guests and on board activities. (See: https://www.windstarcruises.com/voyage-plan/general-information; https://www.windstarcruises.com/health-safety/). If transportation is denied after departure, you and your baggage may be landed or transported to any port or location that we select, without any resulting liability on Windstar Cruises' part. Soliciting other passengers or carrying on commercial activity on board is prohibited. Windstar Cruises 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, Passengers and their baggage are subject to inspection or monitoring electronically with or without 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 baggage for dangerous or prohibited items and may detain persons or articles posing a threat to themselves, other persons, property, or the Ship.

   If Windstar Cruises exercises its rights under this Clause A6, Passenger shall have no claim against Windstar Cruises whatsoever, and Windstar Cruises shall 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.

7. **PROHIBITED ITEMS; DRUG & ALCOHOL RESTRICTIONS; BAGGAGE:**

(a) The following are strictly prohibited on the Ship and during all aspects of the Cruise Package: radioactive materials, recreational and medicinal marijuana and other controlled substances under USA law (see United States DEA Drug Schedules at www.dea.gov/drug-information or under any foreign jurisdiction the Ship enters (except lawfully obtained and transported prescription drugs other than marijuana), firearms, ammunition, weapons, fireworks, aerial drones, illicit or hazardous materials, hand irons, water heaters, and candles. Passengers are allowed to bring aboard two (2) bottles of wine or champagne (750ml) per cabin for their enjoyment onboard 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 US$15 + 15% gratuity) will be applied to Passenger's onboard account. All additional alcohol brought onboard the Ship by Passenger (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 Passenger's cabin the last evening of the Cruise. We will carry as baggage 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 baggage must be tendered for carriage in securely constructed and locked suitcases or trunks. All baggage must be able to be safely stowed in your cabin on the Ship. The only animals permitted to accompany you are service dogs trained to do work or perform tasks for passengers with disabilities; you are responsible for complying with governmental health documentation and other requirements as to recognized service dogs.

(b) Windstar Cruises is not liable for any loss or damage to baggage or property unless caused by its negligence or misconduct. In addition, we are not liable for: 1) any loss, damage or delay before baggage comes into Windstar Cruises' actual custody at the commencement of your Cruise or after baggage leaves Windstar Cruises' actual custody at the conclusion of your Cruise; 2) any loss, damage or delay while baggage is not in Windstar Cruises' custody which includes any period during which baggage is in the custody of airlines (including airlines booked as part of a Windstar Air Package); or 3) damage due to wear, tear or normal usage. For security and legal reasons, baggage is subject to search, and illegal or potentially unsafe property is subject to seizure, both before and during the Cruise. You agree that baggage or property, including all lost and found items retained by Windstar Cruises or delivered by you to Windstar Cruises, which remains unclaimed in writing for more than 90 days after your disembarkation shall be deemed abandoned and the sole property of Windstar Cruises, and you relinquish any claim thereto.

(c) We do not accept to carry as baggage 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, jewelry, 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 vessels, 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 baggage 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 Windstar Cruises' liability as provided in this Contract.

(d) The fare has been established on the basis of Windstar Cruises' assumption that the total value of your property that you are taking with you on the Cruise (exclusive of the items mentioned in Clause A7(c) above) will not exceed US$100 or US$600 if you purchase from us the Travel Cancellation Protection Plan and Additional Baggage Protection. Accordingly, if Windstar Cruises, due to any cause whatsoever, is liable for loss or damage to, or delay of, your property, the amount of Windstar Cruises' aggregate liability will not exceed US$100/$600 (as is applicable) unless you have specified to Windstar Cruises the true value of your property and paid before commencement of the Cruise, at the Ship's Front Office or directly to us, 1% of the value in excess of US$100/$600. In that event, Windstar Cruises' aggregate liability will be limited to the amount so specified. Whether or not a value in excess of US$100/$600 has been specified, the limit on liability will be proportionately reduced in any case where less than all of your property is lost, damaged or delayed. Without increasing the above limits: 1) Windstar Cruises' aggregate liability will never exceed, and all settlements will be made on the basis of, original cost less depreciation; 2) damaged items will be settled on the basis of repair costs but in no event shall such costs exceed Windstar Cruises' aggregate liability; and3) lost, damaged or delayed baggage must be reported to a Windstar Cruises representative within 48 hours after discovery and written claim to us must be made within ninety (90) days after conclusion of the Cruise as provided in Clause A3 above. In no event shall we be liable for normal wear and tear of your baggage.

8. **PASSENGER LIABILITIES IN CERTAIN CASES:** You will be required to reimburse Windstar Cruises for all expenses, fines, penalties, or losses we incur arising out of, relating to, or in connection with (1) the need to provide you with medical services, including any required medical evacuation, (2) any misrepresentation made by you that results in any direct or indirect financial or other harm or damages to Windstar Cruises, (3) your detention, denial of boarding, confinement, or disembarkation by any immigration, health or port authorities, (4) any fines or penalties imposed on Windstar Cruises by any government, governmental agency or official, port or port official, (5) your negligent or intentional act or omission or your failure to observe or comply with local requirements concerning immigration, border patrol, customs and excise, agriculture, health, environment, or any other government regulation whatsoever, including your failure to board the Ship prior to the scheduled departure time at any port, (6) your actions concerning illegal dumping or pollution of any kind, including discharging any item into the ocean and/or waterways, (7) any damage to the Ship, including its furnishing, cabins, operations, or equipment, or any property of Windstar Cruises caused directly or indirectly, in whole or in part, by you, or any one traveling with you, including but not limited to the discharge

and release of any unauthorized item overboard. You or your estate shall defend and indemnify Windstar Cruises, including its servants and agents, against all liability which Windstar Cruises or the Ship or such servants or agents may incur towards any person, company or government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any misconduct, or willful or negligent act or omission by you or passengers traveling with you. Windstar Cruises will have a lien for such expenses on your property that you have taken with you on your Cruise, including but not limited to your baggage, valuables, money, and other property whatsoever accompanying you, and Windstar Cruises shall have the right to sell same by public auction or otherwise for all sums whatsoever due from you under this Contract and for the costs and expenses of enforcing such lien and sale. If your flights are adversely impacted or you are otherwise required to spend an additional night in any location due to weather or other unforeseen causes, you agree and understand that all hotel and meal costs are your sole responsibility.

9. **TRAVEL AGENTS:** Any travel agent you use in connection with your Cruise acts solely for you and is deemed your agent. Windstar Cruises is not responsible for any representations made by or for the financial condition or integrity of any such travel agent. In the event that an agent fails to remit to Windstar Cruises any monies paid by you to the agent, you remain liable for the fare due us, regardless of whether we demand payment before or after Initial Departure. Any refund made by Windstar Cruises to an agent on your behalf is considered, for purposes of this Contract, as being the same as payment to you whether or not the monies are delivered by the agent to you. Acceptance or receipt of any documents or information by your travel agent, including but not limited to this Contract, shall be deemed to constitute acceptance or receipt by you.

10. **PUBLIC HEALTH, COVID-19 PRACTICES AND PROCEDURES, UNDERSTANDING AND KNOWING ACCEPTANCE OF RISKS OF TRAVEL:**

    (a) **COVID-19 and Other Communicable Disease Policies and Procedures.** Passenger understands that Windstar Cruises' COVID-19 and other communicable disease policies and procedures may or will include (but are not be limited to): (1) providing an accurate, truthful, and complete health questionnaire in a form, and containing any and all health or travel-related questions, as required by Windstar Cruises in its sole discretion, for each Passenger prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Passenger followed by a period of isolation until test results are available; (3) modified capacity rules for activities, which may limit or eliminate the ability of Passenger to participate in particular activities; (4) mandatory use by each Passenger of face coverings in most locations outside of Passenger's cabin while onboard, during embarkation, disembarkation, and shore excursions; (5) mandatory social distancing of Passengers at any/all times while onboard and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only Windstar Cruises-approved shore excursions; (7) mandatory hand sanitizing by Passenger upon entry or exit of any public areas; (8) confinement of Passengers to cabins, quarantine or emergency disembarkation of Passenger if, in Windstar Cruises' sole discretion, such steps are necessary to prevent or slow the spread of COVID-19 or any other communicable disease; (9) the required completion by Passenger in a timely manner of any written authorizations or consent forms

required for Windstar Cruises to carry out its COVID-19 and other communicable disease policies and procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms), and; (10) other policies and procedures deemed by Windstar Cruises in its sole discretion to be necessary to reduce the risk of spread of COVID-19 and other communicable diseases.

(b) **Compliance with COVID-19 Policies and Procedures is Required.** Notwithstanding any other provision contained herein or in Windstar Cruises' refund policies and procedures, any noncompliance by Passenger or members of Passenger's travelling party with Windstar Cruises' COVID-19 and other communicable disease policies and procedures or this Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in Windstar Cruises' sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, Passenger shall not be entitled to a refund or compensation of any kind. Passenger will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to Passenger's country of residence. Under no circumstances shall Windstar Cruises have any other liability for any compensation or other damages or expenses whatsoever incurred by any Passenger as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Windstar Cruises.

(c) **Passenger Health Screening Pre-Cruise.** Passenger agrees that Windstar Cruises may conduct pre-embarkation screening for COVID-19 and other communicable illness. Passengers should refer to Windstar Cruises' website for standards and updates on pre-embarkation screening protocols. If Windstar Cruises determines in its sole discretion that Passenger is unfit to board because of COVID-19 or any communicable illness, Windstar Cruises may deny boarding to such Passenger.

(d) **Passenger Testing Positive for COVID-19 During Cruise.** Passenger understands and agrees that if, after boarding, and even if Passenger has fully complied with all COVID-19 policies and procedures, Passenger tests positive for COVID-19 or exhibits signs or symptoms of COVID-19, Windstar Cruises may disembark, refuse re-boarding, or quarantine Passenger as well as members of Passenger's travelling party, or take other steps that Windstar Cruises determines, in its sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under no circumstances shall Windstar Cruises be liable to any such Passenger for any costs, damages or expenses whatsoever incurred by any Passenger.

11. **FITNESS TO TRAVEL; SPECIAL MEDICAL CARE; RECOMMENDATION TO HAVE INSURANCE:**

(a) **Consultation with Personal Physician.** Passengers are encouraged to discuss the advisability of travel with their personal physicians and to review the U.S. Centers for Disease Control and Prevention ("CDC") website for updated information. The CDC has identified elderly persons and persons with certain chronic medical conditions as being at increased risk of life-threatening complications from being infected with COVID-19. PASSENGER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS

THAT DURING TRAVEL TO AND FROM THE SHIP, WHILE ABOARD THE SHIP, OR DURING ACTIVITIES ASHORE, PASSENGER OR OTHER PASSENGERS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19 AND ITS VARIANTS, INFLUENZA, COLDS, NOROVIRUS, AND POTENTIALLY DISEASES NOT YET KNOWN. PASSENGER FURTHER UNDERSTANDS AND ACCEPTS THAT THE RISK OF EXPOSURE TO COMMUNICABLE ILLNESSES AND OTHER DISEASES IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES THAT INCLUDE PERSON TO PERSON CONTACT, IS BEYOND WINDSTAR CRUISES' CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. PASSENGER KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

(b) **Availability of Medical Care, including Medical Evacuation, and Passenger's Warranty of Fitness to Travel.** Passenger acknowledges that due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Ship and in ports of call may be limited or delayed and medical evacuation may not be possible from the Ship while at sea or from every location to which the Ship sails. Medical facilities and standards vary from port to port. Windstar Cruises makes no representations or warranties regarding the standard of medical treatment ashore. Passenger further understands that there may be circumstances beyond Windstar Cruises' control, which may prevent or delay a medical evacuation or disembarkation. Passenger also acknowledges that a shipboard or shoreside doctor may determine that it is medical necessary for Passenger to be disembarked from the Ship, Passenger shall not be permitted to remain onboard the Ship once such doctor makes a determination that Passenger must be disembarked at the appropriate port of call. Windstar Cruises shall 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 as the result of a doctor's determination that Passenger must be medical disembarked. In addition to the specific representations required of Passenger regarding COVID-19 vaccinations, Passenger warrants that the Passenger, and those for whom Passenger is responsible, are fit to travel at the time of embarkation.

(c) **Pregnancy.** Passenger agrees not to present herself for boarding under any circumstances if, by the time Passenger commences her travel with Windstar Cruises, she will have entered the 24th week of pregnancy.

(d) **Special Needs.** Any Passenger with special medical, physical, or other needs requiring medical attention or special accommodation during the Cruise is requested to notify Windstar Cruises at the time of booking of such special need so that Windstar Cruises' Access Desk has sufficient time to determine whether the accommodation or special request or need can be met on the Ship and, if so, to allow sufficient time to arrange Passenger's accommodation, special attention or need. Passenger acknowledges that if Windstar Cruises is not notified of Passenger's request for an accommodation in sufficient time to arrange for the accommodation, special attention or need, Passenger may not be able to be accommodated. Passengers who have special needs

are requested to contact Windstar Cruises' Access Desk to discuss the details of their special needs. Windstar Cruises does not provide personal care assistance. All Passengers must be able to provide such care for themselves (e.g., such as eating, dressing, toileting, and bathing). Passengers with special needs are advised that certain international safety requirements, shipbuilding requirements, and/or applicable regulations may cause difficulty for persons with mobility-impairments or persons with severely impaired sight and/or hearing. Passengers requiring the use of a wheelchair must provide their own as any wheelchairs available on the Ship are for emergency use only. For the convenience and comfort of such Passenger, you are strongly encouraged to bring a collapsible wheelchair. Passenger acknowledges that standard cabins are not designed to be barrier free and wheelchair accessible.

(e) **Limitation of Liability for Denial of Boarding / Repatriation for Passenger Noncompliance with this Contract.** Windstar Cruises shall have the right to deny boarding for violations of any of the pre-cruise policies set forth in this Contract. If Windstar Cruises exercises its rights to deny boarding, Passenger shall have no claim against Windstar Cruises whatsoever, and Windstar Cruises shall 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.

(f) **Recommendation to have Travel Insurance.** Passenger understands that many itineraries include travel to remote places, some of which have limited infrastructure and/or medical care such that in the event of a medical emergency, medical evacuation may be necessary. Windstar Cruises strongly recommends all Passengers purchase a travel insurance/protection policy to ensure he or she has financial coverage for medical evacuations and any other trip interruption events. Specifically, Windstar Cruises strongly recommends that Passengers carry travel insurance with Emergency Evacuation insurance of at least US$200,000 per passenger while traveling with Windstar Cruises. Such insurance should cover personal injury, medical expenses, loss of or damage to luggage, repatriation expenses, evacuation expenses, and pre-existing medical conditions. It should also cover medical treatment and medical evacuation in any of the geographic areas traveled.

12. **PERSONALLY IDENTIFIABLE INFORMATION; AUTHORITY TO USE AND SELL PICTURES, VIDEO IMAGES AND AUDIO RECORDINGS:** Commencing on the effective date of this Agreement, and for up to eight years afterward, you expressly authorize Windstar Cruises, 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 12. 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 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 Windstar Cruises' 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) Windstar Cruises may collect, store, disclose, transfer, use, and otherwise process PII as necessary and appropriate for Windstar Cruises to provide the Cruise and other services which may be rendered in connection with this Contract;

(b) Windstar Cruises 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) Windstar Cruises 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) Windstar Cruises 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 Passenger's care, shore side doctors, next of kin, the Windstar Cruises' insurers and advisors, and 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) Windstar Cruises may provide PII to next of kin, other passengers, and crew, employees and contractors of Windstar Cruises as deemed necessary by Windstar Cruises for the proper management and administration of Windstar Cruises' operations;

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

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

(h) Windstar Cruises 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 that twenty-one (21) days prior to the scheduled sailing date and once again after the cruise.

Windstar Cruises 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 Windstar Cruises' 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 Windstar Cruises' prior, express written consent.

To the extent allowed or required by applicable law, Passenger hereby consents to Windstar Cruises' 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.

13. **WIRELESS SERVICES:** Windstar Cruises 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. Passenger agrees that use of Wireless Services is at his/her own risk and that Windstar Cruises shall not be liable to Passenger in any manner for claims, losses or damages resulting therefrom. Passenger's 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 Windstar Cruises is not liable under any circumstances for any lack of privacy or data security while using Wireless Services. Passenger agrees that Windstar Cruises 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 Windstar Cruises' 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 this Contract 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 here.

14. **TRANSFERABILITY; SEVERABILITY:** This Contract cannot be transferred by you. Any additions, deletions or other alterations to, or waivers of any term of, this Contract that are purported to

have been made by Windstar Cruises and that have not been agreed to in writing by the President of Windstar Cruises will not be legally binding upon Windstar Cruises. Any provision of this Contract that is 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 this Contract will not otherwise be affected, nor will the validity and enforceability of such provisions be affected in any other jurisdiction.

B. CRUISE COST ADDITIONS AND OTHER CRUISE INFORMATION

1. **NON-DISCOUNTABLE AMOUNT:** Your Cruise fare includes a "Non-Discountable Amount." That portion of the fare is both non-commissionable to travel agents and not subject to reduction in the event of a percentage discount promotion, 2-for-1 promotion, or otherwise.

2. **GRATUITIES, GOVERNMENT TAXES & FEES:** Suggested onboard gratuities are in addition to the Cruise fare. **"Government Taxes & Fees,"** as used by Windstar Cruises, include, without limitation, all government-imposed taxes and fees for the performance of the cruise and related purchases, such as head port taxes, VAT, air, and hotel taxes and similar fees assessed on the transaction. These amounts represent Windstar Cruises' best estimates of government taxes and fees related to this itinerary. They are based on estimates derived from actual fees and taxes paid in prior years or from estimates provided by port agents in the ports to be visited on the cruise. We do not expect there to be any material difference between Windstar Cruises' estimates and the taxes and fees actually charged. Taxes & Fees are subject to change (but will not change after assessment due to currency fluctuations) and we reserve the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

3. **FUEL SUPPLEMENT:** Cruise fares are determined far in advance of a Ship's Initial Departure date and are based upon then-existing projections of costs, including the cost of fuel. Windstar Cruises reserves the right to charge a fuel supplement, without prior notice, if the closing price of West Texas Intermediate Fuel exceeds US$95.00] per barrel on the NYMEX (New York Mercantile Exchange Index) at the time of booking or any time after booking but before Initial Departure. The amount of the fuel supplement will not exceed US$35 per day, per passenger. This charge may apply, at Windstar Cruises' sole discretion, to existing and new reservations. Windstar Cruises may, in its sole discretion, require Passenger to prepay the fuel supplement prior to boarding the Ship or apply such charge to Passenger's onboard account at the time of sailing. Passenger's refusal or failure to prepay any fuel supplement may be deemed as a cancellation by Passenger. This provision shall not limit Windstar Cruises' rights under any force majeure or similar provisions of this Contract.

4. **PAYMENT OF HEALTH FEES, QUARANTINE AND OTHER CHARGES:** You will pay all 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 Windstar Cruises 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 Windstar Cruises is required by the law of the country concerned to assume such costs.

5. **HOSTILITIES AND OTHER CONDITIONS:** Although unlikely, the Ship may be confronted by actual or threatened war, warlike operations or hostilities, civil commotion, force majeure conditions, including, but not limited to, fuel shortages and energy crises, or similar circumstances. In addition to Windstar Cruises' right to deal with this situation under Windstar Cruises' 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 Windstar Cruises does not guarantee safety at any time. Passengers should 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.

6. **WINDSTAR CRUISES BROCHURE:** If not already received, you can obtain the Windstar Cruises brochure for the Cruise from your travel agent or us. You should familiarize yourself with the brochure as well as the Setting Sail booklet that we provided you. Please be advised, however, that if the brochure or booklet is inconsistent with this Contract, this Contract will be controlling.

C. WINDSTAR AIR PACKAGE AND LAND PACKAGE

1. **WINDSTAR AIR PACKAGE:** If you are purchasing a Windstar Air Package, we will arrange for air transportation to the departure point of your Cruise and return air transportation from the termination point of your Cruise to the home city from which you departed. Due to the special fares and capacity controls we have with airlines, Windstar Cruises retains the right to select carriers and determine routings. Some routings may involve travel to or from an airport other than in the city where the Ship embarks or disembarks. In those cases, motor coach transportation to and/or from the Ship will be provided. Flight schedules and/or availability may require overnight hotel accommodations either to join and/or to return from your Cruise. Due to airline schedules (and occasionally, lack of flight availability), travel between many major cities and your Cruise may require one (1) or more hotel overnights en route. If necessary, the cost of this hotel accommodation is not included in the airfare and is your responsibility. Hotels will be selected by Windstar Cruises and might not be at the port. You are responsible for meals and items of a personal nature.

2. **SCHEDULE CHANGES; AIR DELAYS:** We reserve the right to alter air flights as required by airline schedule changes. If tickets have already been issued, we will adjust your itinerary or air carrier, accordingly. In that event, we may ask you to return your tickets. Should you choose to alter your airline schedule in any way once your tickets have been issued, airline charges which result will be your responsibility. If Windstar Cruises' assistance is requested in changing airline arrangements within sixty (60) days of departure, an additional administrative charge will be levied in addition to any charges imposed by airlines. If your flights are delayed, refer to Windstar Cruises' Setting Sail booklet for instructions.

3. **SEAT ASSIGNMENTS; SPECIAL SERVICES; FARES; LOST TICKETS; BAGGAGE CHARGES; AIR TAXES AND FEES:** We cannot make or confirm seat assignments, special meals, or other special services. Your travel agent may assist with these arrangements. If, however,

airline fuel or other surcharges or additional governmental taxes or levies are imposed, we reserve the right to pass these through to you. Please keep your airline tickets in a safe place. Should they be lost, you will be responsible for their replacement. Each airline has its own baggage allowance policy. You are responsible for any excess baggage charges imposed by airlines. Air add-on costs quoted by Windstar Cruises will not include passenger facility charges, federal flight segment taxes for each flight segment (takeoff and landing), the September 11 security fee per passenger enplanement, international arrival and departure taxes assessed in foreign countries (the amount of which may be charged in the currency of the foreign country and is subject to change), or new taxes which may be enacted.

4. **LIABILITY AND RELATIONSHIP WITH AIRLINES:** We will use commercially reasonable efforts to arrange for your air transportation. If, however, due to any cause beyond Windstar Cruises' control, we are unable to arrange for air transportation (including, for example, because of capacity controls placed upon us by airlines due to the types of fares under which we book) or the air transportation we arrange is unavailable or otherwise fails to materialize, Windstar Cruises' sole liability will be limited to refunding the air add-on paid. Windstar Cruises' relationship with airlines is that of an independent travel agent. We assume no liability for any acts or omissions of any airline including, without limitation, those involving cancellation of flights, schedule changes, re-routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking, or computer errors. Accordingly, you will not have any right to claim or recover against us as a consequence of any act or omission of any airline. The liabilities and obligations of an airline to you, and your rights against an airline, are subject to any and all terms and conditions of the airline's ticket and tariffs and any and all governmental laws and regulations bearing upon or otherwise relating to such rights, liabilities and obligations.

5. **LIABILITY AND RELATIONSHIP WITH WINDSTAR LAND PACKAGE PROVIDERS:** If, due to any cause beyond Windstar Cruises' control, we are unable to arrange for any Windstar Land Package or any desired portion thereof, Windstar Cruises' sole liability will be limited to refunding the Windstar Land Package add-on paid. Windstar Cruises' 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 this Contract 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 baggage, delays (including any delay in rejoining the Ship or missing the sailing or any flight), equipment failures, accidents, staff shortages, overbooking, or computer errors.

D. MISCELLANEOUS LEGAL TERMS AND CONDITIONS: This Contract constitutes the entire agreement of the parties, and supersedes any prior or inconsistent representations or conditions, and representations or statements in any brochure or advertising. This Contract may not be amended, waived or modified in whole or part except in writing signed by both parties' authorized representatives. Windstar Cruises' waiver or failure to assert any right hereunder in any instance shall not be deemed a waiver of such right or any other right in any other instance. This Contract is effective and binding as of the date issued. For passengers whose booking is governed by separate booking terms applicable in the United Kingdom or European Union, the foregoing

entire agreement provision applies only to the contract of carriage with Windstar Cruises Marshall Islands, LLC and does not supersede, amend or limit those applicable booking terms or any mandatory rights arising under applicable law.

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