

## The 2023 WhiskeyBelles Cruise Ticketing Contract

The information and external links contained within this document [collectively known as, the “contract”] contain: (1) information on the contract between you and Royal Caribbean International [the “ticket contract”] and (2) additional terms, conditions and limitations between you and Easy Dream Vacations and Tours in regard to the cruise. In no way does this document form a contract between you as the passenger and the musical group known as “The Whiskeybelles”. This document contains important limitations on your rights and constitute a legally binding contract between you and Easy Dream Vacations and Tours (as defined below). Please read carefully all the terms of this contract, paying particular attention to information in regard to the Royal Caribbean International ticket (below) and Easy Dream Vacations and Tours supplemental terms and conditions and retain them for your future reference.

Easy Dream Vacations Terms and Conditions are subject to change at any time, the most current information for The WhiskeyBelles Cruise can be found by visiting the following link:

<https://www.thewhiskeybellescruise.com/terms>. For the most current information regarding Royal Caribbean International ticketing contract visit the following link:

[www.RoyalCaribbean.com/cruiseticketcontract](http://www.RoyalCaribbean.com/cruiseticketcontract)

All references to "EDV" shall be understood to include Easy Dream Vacations LLC . All references to "RCI" shall be understood to mean Royal Caribbean International. All references to "WBC" shall be understood to refer to The 2023 WhiskeyBelle Cruise. All references to "Group" shall be understood to refer to “The WhiskeyBelles” musical group. All references to "Guest" shall have the same meaning as "Passenger" for purposes of this Contract and shall include each person listed on a Ticket Contract. Each Guest’s reservation for the WBC, acceptance and/or use of the Ticket Contract, embarkation on the WBC, and attendance at any WBC event constitute the acceptance of and agreement to this Contract, including each and all the Supplemental Terms and Conditions hereof and of the RCI Ticket Contract. By purchasing or accepting the Ticket Contract for the WBC, you represent to and for the benefit of EDV and RCI that you are authorized by all Guests named in your reservation group, including each minor, if any, to accept and agree on behalf of each such Guest to be bound by all the Supplemental Terms and Conditions of this Contract. This Contract is not transferable, and you may not sell or assign it. It is valid only on the WBC. This Contract may not be modified except in writing signed by EDV and the RCI Ticket Contract may not be modified except as provided therein. The terms, conditions and limitations herein shall apply to any and all disputes between you and EDV regardless of whether arising aboard the vessel or in any other place, location or any mode of transportation whatsoever. All rights, defenses, disclaimers and limitations of liability set forth herein shall inure to the benefit of EDV, and all other providers of any services or facilities in connection WBC Ticketing Contract with or incident to the Guest’s cruise, as well as any of their affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; and all suppliers, shipbuilders, component part manufacturers; and their owners, operators, managers, charterers, agents, pilots, officers, crew, employees and vessels. Neither EDV nor any of its employees have any authority to change, modify, alter or suspend any of the provisions of the Contract between the Guest and RCI which shall govern the relationship between Guest and RCI exclusively.

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## Easy Dream Vacations and Tours Supplemental Terms and Conditions

The following Supplemental Terms and Conditions are incorporated in and made a part of the Contract between each Guest and EDV. Each reservation or acceptance or utilization of the RCI Ticket Contract or embarkation on the Cruise or attendance at any Cruise related event constitutes agreement with and acceptance of the following Supplemental Terms and Conditions, in addition to the terms and conditions of the RCI Ticket Contract:

### Cruise Description

The Whiskeybelles Cruise is an event cruise featuring The Whiskeybelles musical group. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any show by the Group. EDV and Guest agree that Guest is purchasing passage on board a specific vessel during a specific period cruise date during which time it is anticipated that the Group will perform multiple shows on board the vessel during the Cruise. Included in such purchase price, but ancillary thereto, is an entertainment package pursuant to which the Group will perform at a time or times during the Cruise which times will be announced prior to sailing and/or during the Cruise. While every effort is made by EDV to avoid conflicting events and performances, EDV cannot guarantee that any Guest will be able to attend every performance aboard the Cruise. It is also anticipated individual musicians will attend publicity and promotional events during the Cruise while on board to provide Guests an opportunity to meet the musicians in person. However, EDV can make no guarantee that any guest will in fact be able to meet any of the musicians in person during the Cruise or during any shore excursion. This contract, in no way forms an agreement of any type between the Guest and the musical group known as “The WhiskeyBelles”.

### Cruise Pricing

EDV reserves the right to increase published prices without notice. In the event of an increase, only new reservations will be affected. Any reservations made prior to the fare increase will be protected at the rate they booked and fully deposited at. Payment for the Cruise shall be made in US Dollars only. All prices are based on cruise prices offered by RCI at the time of booking.

Royal Caribbean International reserves the right to impose a fuel supplement on all guests if the price of West Texas Intermediate fuel exceeds \$65.00 per barrel. The fuel supplement for 1st and 2nd guests would be no more than \$10 per guest per day, to a maximum of \$140 per cruise; and for additional guests would be no more than \$5 per person per day, to a maximum of \$70 per cruise.

### Cruise Payments

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A minimum deposit in the amount of \$250 per person is required at time of booking. After a deposit has been paid, additional payments may be made in any amount at any time prior to the final payment date. Final payment is due on or before November 4, 2022.

Cruise Payments will be processed through Royal Caribbean International. Pre-cruise hotel, ground transportation and other miscellaneous charges will be processed through the pre-cruise hotel provider. Airfare charges will be processed through the supplier.

## Cancellation Terms

### Cruise Fare

- Up to 90 days prior to sailing 100% refund of cruise fare plus \$75 cancellation fee per guest
- 89-75 days prior to sailing 25% of cruise fare plus \$75 cancellation fee per guest - 08 Nov 2022
- 74-61 days prior to sailing 50% of cruise fare plus \$75 cancellation fee per guest - 23 Nov 2022
- 60-31 days prior to sailing 75% of cruise fare plus \$75 cancellation fee per guest - 07 Dec 2022
- 0-30 days prior to sailing 100% of cruise fare plus \$75 cancellation fee per guest - 06 Jan 2023

### Pre-cruise hotel and ground transportation to port

- 48 hour cancellation as noted on hotel reservation documents.

### Airfare

- Per each individual airfare ticket contract

## Changes and Transfers

All changes and transfers will be governed by the RCI Ticket Contract and the respective supplier for airfare. Any changes allowed by cruise and airfare suppliers will be subject to a \$25 per person change/transfer fee by EDV.

## Travel Documents

Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases EDV from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement

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that all Passengers procure, and have on their person the proper travel documents at all times. EDV recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements.

## **Covid-19 Risk And Release**

We assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under our control including health hazards including pandemics, illness. For medical and health information as related to travel, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel). It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of the COVID-19 pandemic. YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD EDVT, AND STAFF, AFFILIATED COMPANIES AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

## **Travel Protection**

Purchasing travel can be a significant investment which should be protected. For this reason, it is strongly recommended to purchase travel insurance for the WBC. Travel insurance may also be able to protect you from possible loss of money due to supplier bankruptcy/default, unexpected trip cancellation/interruption due to accident, sickness or death, baggage loss, medical expenses, emergency air transportation costs and covered situations, some of which may be beyond your control and coverage depending on the policy purchased.

All customers who decline this valuable protection are assuming any financial loss associated with their travel arrangements, regardless of the reason for cancellation or interruption. By declining this valuable protection, you are assuming any financial loss associated with my travel arrangements, regardless of the reason for cancellation or interruption.

All Guests purchasing a ticket for the WBC are required to complete a Travel Protection Waiver.

## **Acceptance and Agreement to RCI Ticket Contract**

By making the reservation for The WhiskeyBelles Cruise or by the accepting and/or using the Ticket Contract by the persons named thereon as Guests, and/or embarking on the Cruise and attending any Cruise-related events, the Lead Passenger and each Guest on the same reservation, acknowledges he or she has read, understands and agrees to be bound by each and every term, condition and provision of the RCI Ticket Contract and agrees to be bound thereby.

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## Cruise Cancellation

If the Cruise is cancelled by RCI during the trip, any refunds will be processed as described in the RCI Ticket Contract. EDV shall have no further liability for damages or compensation of any kind. If the Cruise is cancelled by EDV prior to final payment date a full refund will be provided according to the RCI Ticket Contract.

## Cancellation by The Whiskeybelles

EDV has entered into an agreement with The Whiskeybelles musical Group to be present on board the Cruise and to perform in accordance with terms specified therein. However, neither EDV nor RCI shall be liable or responsible for failure of the artist or musician to appear on board or to perform under its agreement. Further, neither EDV nor RCI be liable or responsible for any loss, damage, cost, or expense of any kind to any Guest or any other person or entity in the event that such performance is prevented or such loss, damage, cost, or expense is caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel, breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by governmental authority, illness, death of a family member or other cause or circumstance beyond EDV's reasonable control. In the event of any failure of contracted artists to perform during the cruise, EDV, in its sole discretion, may terminate all or any part of the WBC entertainment program or change the program or itinerary. In such case, EDV shall have no liability to any Guest for any loss, damage, cost or expense whatsoever by reason of such change. In any other case including without limitation any breach of contract or failure to perform by any artist or musician, Guest and EDV acknowledge that Guest's actual losses arising from such breach, cancellation or termination would be difficult if not impossible to calculate at the time of entry into this Agreement. A number of factors contribute to these uncertainties including without limitation the fact that Guest has embarked on a cruise and other substitute entertainment provided for Guest's enjoyment may be difficult to arrange substitute entertainment. Therefore, Guest agrees that the remedies described herein (substitution for any particular artist or musician or partial refund in the event of cancellation) represent fair compensation in the nature of liquidated damages to the exclusion of all other damages payable EDV or RCI, whether direct or indirect, proximate or incidental or consequential, for such modification, cancellation or termination of the Cruise by EDV. If the shows by the Group are canceled as the result of any material breach or gross negligence of EDV or of a contracted artist or musician, Guest shall be entitled to the sum of \$50.00 representing a pro-rated amount of the entertainment portion of the consideration paid by Guest. For the performances by the Whiskeybelles to be included on this cruise, a minimum number of cabins sold within this cruise group, also known as the WBC, must be sold. If the minimum number of cabins is not sold, the performances and attendance by the Whiskeybelles on the cruise will be cancelled. If the performances are cancelled because of the minimum sales not achieved, then each guest booked on the WBC shall be entitled to the sum of \$50.00 representing a pro-rated amount of the entertainment portion of the consideration paid by Guest. No Guest shall be entitled to recover any incidental or consequential losses or damages sustained by him or her. Each Guest agrees this remedy shall be his or her exclusive remedy.

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## **Photographs and Video Rights**

By sailing with the WBC and agreeing to this contract, you are granting EDV and its assignees the right to photograph you and record your voice. You are granting EDV the right to use your likeness, actions, and voice in any and all video and/or audio recordings made by us. EDV maintains the right to their distribution, use in advertising and other marketing in all current and future media. You will not receive any payment for such use, and you waive any right to bring any action in law or equity against EDV, its successors, assignees or licensees for such use.

## **Age Restrictions**

Passengers must be 21 years of age or older on date ship embarks, or accompanied by an adult 21 years of age or over booked in the same or adjoining cabin. Minors (17 and under) traveling with an accompanying adult, who is not the minor's parent or legal guardian must have a signed Parental/Guardian Consent Release Form. Ages will be verified at embarkation and any passenger who does not meet the age requirements will be denied boarding and no refunds will be made.

## **Illegal Controlled Substance Policy**

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

## **Mandatory Arbitration / Forum / Choice Of Law**

The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of Wisconsin. The Parties agree that the arbitration shall take place in Walworth County, Wisconsin and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against EDV. If Passenger(s) fails to submit their claim to arbitration and instead files suit, EDV shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Passenger(s) and EDV agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.