



## **PASSENGERS TERMS & CONDITIONS**

### **FOR BOOKINGS MADE WITH SILVERSEA CRUISES**

#### **GROUP TRAVEL WITH SILVERSEA CRUISES**

Passengers should be aware that as this is a group booking with Silversea Cruises (SSC), some of F&WT terms and conditions may differ from SSC's Terms & Conditions for general individual bookings as posted on their website. The following F&WT Terms & Conditions supersede Silversea Cruises Terms & Conditions.

#### **TRAVEL REQUIREMENTS**

Passengers must provide proper identification to board their flight and the ship. U.S. and Canadian Citizens must present a valid passport. Name on all cruise documents must be the same as your passport. Please visit [www.travel.state.gov](http://www.travel.state.gov) for more details.

#### **RESPONSIBILITY**

Passenger acknowledge (i) sponsoring wineries are responsible for the wine education program, which is not connected in any way with Adelman Travel Systems, Inc./Food & Wine Trails ("F&WT") and reserves the right to substitute program elements and presenters without notice; and (ii) Silversea Cruises ("SSC") is responsible for the cruise and related services, which along with any included free air fare, are governed by SSC's Terms and Conditions as noted in their cruise brochure and Guest Ticket/Contract. Guests may be required to prove they have had a negative COVID-19 test or vaccinations in order to travel. Social distancing and the wearing of masks may be required according to the laws of the country you are visiting. As these restrictions change frequently, it is recommended travelers check the Centers for Disease Control & Prevention (CDC) at least two weeks prior to travel and check requirements for travel both the U.S.A and also all the countries you will be visiting. F&WT will make every effort to keep you informed prior to travel, however, FWT shall not be liable for any misinformation or changed circumstances. If traveling by air, check if your airline requires any health information, test results, or other documentation. Check with your destination's office of Foreign Affairs or Ministry of Health or the U.S. Department of State, for details about entry requirements and restrictions that your destination which might include testing, quarantine, and providing contact information. If you do not follow your destination's requirements, you may be denied entry and required to return to the United States.

#### **LIMITATION OF LIABILITY**

In no event shall F&WT or its officers, directors, employees and affiliates be responsible or liable to passenger for any injury, loss or damage directly or indirectly arising from, or any indirect, incidental, special or consequential damages, incurred by passenger in connection with (i) the cruise purchased hereby, including without limitation, any associated transportation, activities, accommodations, whether prior, during or after the cruise, (ii) any act, omission, neglect, accident, error or default of third parties providing services in connection with the cruise or land components of the program, (iii) the alteration of the passenger's itinerary, when advisable or necessary for the safety and/or wellbeing of the passenger(s), (iv) any act of terrorism, war, widespread viral outbreak, accident, weather or any act of nature, (v) the cruise program cancellation as provided below, (vi) any changes in the described program content or presenters.



## **FARES**

Fares are quoted in U.S. Dollars, are per person and based on double occupancy and include shipboard accommodation, roundtrip air (see terms below), onboard meals, surcharges, government taxes, a nonrefundable limited travel management fee, and a wine program fee for the wines, seminars and onboard events with the hosted winery. Fares do not include airport transfers, Visas, optional excursions, pre-paid charges, personal charges or optional facilities and service fees as defined in SSC's Guest Ticket/Contract. Some airline-imposed personal charges, including but not limited to baggage, priority boarding and special seating, may also apply.

## **AIR**

"Free Airfare" promotion applies to economy class seating, round-trip flights only from SSC Primary Air Gateways and does include ground transfers, (only if Silversea air is used and an air deviation is not requested). Airfare is available from other U.S. & Canadian gateways at an additional charge. "Free Airfare" promotion includes airline fees, surcharges and government tax. Complete Terms and Conditions may be found in Silversea Cruises' Guest Ticket/Contract. F&WT strongly recommends submitting an Air Deviation Request to secure the best possible schedule, which is subject to \$150 per person fee and a minimum of \$50 per person travel management fee due at the time of request, both are non-refundable. Additional airline fees for deviated schedules may apply. Should you decide to book your own flights you will receive an air credit. Until deposits are received, SSC reserves the right to change or withdraw this air credit offer.

## **INDEPENDENT TRAVEL ARRANGEMENTS**

F&WT has no responsibility with regard to air or land travel arrangements made by non-refundable, restricted travel or frequent flyer tickets. This exclusion of liability includes consequences to independently arranged air or land travel that may result from last minute changes in the embarkation or debarkation ports, and delays in arrival at any airport or port location.

## **TRAVEL INSURANCE**

F&WT Strongly recommends you purchase Allianz Travel Insurance, or comparable comprehensive travel policy. It is our policy to inform every passenger of this option. Note that by not purchasing insurance, you assume all risk or loss. Insurance can only be cancelled within 10 days of its initial purchase if done in writing. Refer to the insurance brochure to ensure you have the correct coverage for your particular situation and requirements.

## **TERMINATION BY F&WT**

This wine education cruise program requires a minimum number of participants and F&WT reserves the right to cancel the program before the final payment date listed on the registration form if such minimum numbers is not achieved. Upon cancellation due to minimum numbers not achieved, F&WT will issue a full refund, less any third party cancellation penalties. F&WT advises that you understand the cancellation penalties of the third party suppliers of accommodation, transfers, airline tickets, or other arrangements, that you have purchased separately.



## **TERMINATION BY SILVERSEA CRUISES**

Please refer to Silversea Cruises' full Terms and Conditions of the Guest Ticket/Contract for fees relating to the postponement or termination of the cruise, cancellation of optional facilities and services.

## **CANCELLATION AND REFUNDS POLICY**

All cancellations must be in writing and received by your travel advisor no later than the day before cancellation penalties are to be assessed. Please refer to the registration form for the payment and cancellation schedule and fees relating to the cancellation of your booking. Cancellation fees apply to name changes. Cancel fees cannot be applied or moved to another sailing.

## **CHANGES TO A RESERVATION**

Changes to a reservation after deposit and prior to issuance of travel documents may result in assessment of administrative fees and service charges beyond the control of F&WT. Administrative fees will vary and are based on the type of change to your cruise departure, itinerary, hotel or land package or air supplement. Passengers are responsible for any additional costs incurred as a result of these changes. If a passenger wishes to change a booking from cruise only to include cruise and air travel arrangements after the full amount of the purchase price for the cruise only package is due and payable, Silversea Cruises may impose a change fee. Bookings may have limitations as to when changes can be made for air/sea. Some changes, including name changes, may also be considered cancellations and applicable fees will be assessed. Any changes to a reservation that result in imposition of airline or other cancellation fees are the responsibility of the passenger. No refund will be made for unused or partially used portions of the cruise, air or land programs, including shore excursions.

## **GUEST ETIQUETTE AND CONSIDERATION**

F&WT reserves the right to ask any passenger to leave the wine education group who is acting inappropriately and/or who cannot control his or her behavior, and in such case passenger agrees they shall receive no refund for the cost of the cruise and F&WT shall have no liability for, or obligation to replace, missed or lost prepaid trip elements, nor is responsible to provide return transportation to any passenger left behind.

## **PHOTO RELEASE**

F&WT has included a photo release on the registration form. You may be photographed and/or videotaped for internal and/or promotional use. Upon signing this photo release you are granting and conveying to F&WT all rights, title and interest, including but not limited to any royalties, proceeds or other benefit and consent to F&WT using your full name, image and voice in any medium format for any publicity without further compensation or permission. Should you not agree to this, please cross this section out on the registration form and initial.

## **DISPUTES**

Any controversy, dispute or claim of whatever nature arising out of, in connection with or relating to this registration form(s), or the interpretation, meaning, performance, breach or enforcement thereof, shall be resolved, at the request of either party to this contract, first by mediation in Santa Rosa, California and if mediation is unsuccessful by final and binding arbitration conducted before one neutral arbitrator in Santa Rosa, California, in accordance with the rules of California Code of Civil Procedure, Section 1280 ET. SEQ. All decisions of the arbitrator shall be final, binding and conclusive on all parties. This contract is binding on the parties and their respective heirs, representative and assigns. The contract shall be governed by, construed and enforced in



accordance with the laws of the State of California.

## **NOTICE**

While F&WT makes every effort to adhere to the specifics shown on the document, circumstances may require otherwise. All information contained herein is subject to change without notice at the discretion of F&WT. All schedules and fares listed are subject to change without notice. F&WT is not responsible or liable for any typographical errors, omissions or misprints.