

## PASSENGER TERMS AND CONDITIONS FOR WINE PROGRAM ON Azamara Cruises

By purchasing the Wine Program on Azamara Cruises ("**Wine Program**") with Adelman Travel Systems, Inc. d/b/a/ Food & Wine Trails ("**F&WT**"), Passenger agrees to the terms and conditions stated on the Azamara Cruises Ticket Contract ("**Ticket**") (accessible via hyperlink [here](#) and those stated below.

### ACKNOWLEDGEMENT OF RESPONSIBILITY

Passenger acknowledges:

\* Sponsoring winery is solely responsible for the content of the Wine Program. The sponsoring winery reserves the right to substitute Wine Program elements and presenters without prior notice to Passengers.

\* Azamara Cruises ("**AZA**") is responsible for the cruise and related services ("**Cruise**"), which along with any purchased air fare, are governed by AZA's terms and conditions as stated in the Azamara Cruises Guest Ticket and applicable supplemental AZA brochures.

\* Passenger is responsible for understanding and complying with all applicable travel and health requirements of each destination. It is the sole responsibility of each guest to obtain and have available all appropriate and valid travel and health documents, including, but not limited to passports, visas, and vaccination certificates, for their chosen itinerary as such requirements vary by destination. F&WT accepts no responsibility for obtaining required visas on behalf of Passenger. F&WT requires Passenger to provide F&WT with a copy of Passenger's passport within thirty (30) days of booking travel. Passenger's name on all cruise documents must be identical to the name on stated on Passenger's passport and such passport must be valid for at least six (6) months after the date of trip completion.

### LIMITATION OF LIABILITY

In no event shall F&WT or its officers, directors, employees, agents 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 or Wine Program purchased hereby, including without limitation, any associated transportation, activities, or accommodations, whether prior, during or after the Cruise, (ii) any act, omission, neglect, accident, error, damages or default of third parties providing services in connection with the Cruise or its land components, or of the Wine Program, (iii) any alteration of the Passenger's itinerary, (iv) any act of terrorism, war, widespread viral outbreak, accident, weather or any act of nature, (v) the Cruise or Wine Program cancellation as provided below, (vi) any changes in the described Wine Program content or presenters.

### PRICES

Prices are quoted in U.S. Dollars, are per person and based on double occupancy and include shipboard accommodation, onboard meals, daily selection of complimentary wine, beer & spirits, gratuities, surcharges, government taxes, a nonrefundable limited travel management service fee, and the private Wine Program fee. Fares do not include visas (if applicable), F&WT and AZA optional excursions, pre-paid charges, personal charges or optional facilities and service fees as defined in AZA's Ticket. F&WT and AZA reserve the right to correct errors or omissions and to change any and all fares or fees. Prices

will not increase after F&WT receives full payment from Passenger, except for charges resulting from increases in government-imposed taxes, fees or fuel surcharges.

## **TRAVEL INSURANCE**

It is F&WT's policy to inform and recommend all Passengers purchase supplemental travel insurance to cover penalties and fees assessed for trip cancellations initiated by Passenger. By not purchasing travel insurance, Passenger assumes all liability for any Passenger-initiated cancellations. While F&WT can provide assistance to Passenger, it is Passenger's sole responsibility to review insurance options available and to select for purchase the correct policy and coverage. Any travel policy purchased by Passenger shall be governed by the terms and conditions of such policy as provided by the applicable travel insurance provider.

## **CANCELLATION OF WINE PROGRAM BY F&WT**

The Wine Program requires a minimum number of participants. As such, F&WT reserves the right to cancel the Wine Program on the final payment date stated on the Program Registration Form if such required minimum numbers are not achieved. Upon such cancellation of the Wine Program, F&WT will refund Wine Program fees paid by Passengers. If Passenger cancels the remainder of the trip, including, but not limited to the Cruise, as a result of the Wine Program cancellation, Passenger will be subject to and responsible for any and all applicable cancellation fees and penalties of third-party travel providers, including but not limited to the cruise line and airline. It is the responsibility of Passenger to be aware of and understand cruise line, airline, and other third-party travel provider cancellation penalties before cancelling any portion of or the entire trip. F&WT shall have no responsibility or liability for fees or penalties charged to Passenger by the cruise line, airline or any other third-party travel provider for such cancellations.

## **CANCELLATION OF CRUISE BY CRUISE LINE OR THIRD PARTY**

The cruise line may find it necessary to cancel or suspend the Cruise. Upon such cancellation or suspension by the cruise line, refunds will be subject to the terms and conditions of the cruise line as stated in the Ticket. It is Passenger's responsibility to read and understand the cruise line's terms and conditions stated in the Ticket. F&WT shall have no responsibility for or liability to Passenger for any costs, fees or penalties incurred by Passenger as a result of Cruises cancelled or suspended by the cruise line or other third-parties for any reason.

## **CANCELLATIONS AND REFUNDS POLICY**

All Passenger initiated cancellations must be in writing and received by F&WT travel advisor no later than the day before cancellation penalties are to be assessed. Please refer to the cancellation schedule below for penalties relating to Passenger initiated cancellations. Cancellation fees shall apply to Passenger name changes. Cancellation fees cannot be applied or moved to another sailing.

| <b>Cancellation Schedule</b> |                |                     |
|------------------------------|----------------|---------------------|
| From                         | To             | Cancellation Amount |
| Booking                      | 165 days prior | \$275 p/p           |
| 164 days prior               | 135 days prior | 35% full fare       |
| 134 days prior               | 105 days prior | 60% full fare       |
| 104 days prior               | 75 days prior  | 85% full fare       |
| 74 days prior                | Tour Departure | 100% full fare      |

## **CHANGES TO A RESERVATION**

Changes to a reservation after deposit and prior to issuance of travel documents may result in assessment of third-party travel supplier administrative fees and service charges beyond the control of F&WT. Administrative fees will vary and are based on the type of change to the cruise departure, itinerary, hotel or land package or air supplement. Passengers are responsible for any additional fees incurred as a result of these changes. If 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, Azamara Cruises may impose a change fee. 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 issued 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 group who is acting inappropriately and/or who cannot control his or her behavior. In such cases Passenger agrees they shall not be eligible for any refund of the cost of the Cruise or Wine Program. As such, Passenger agrees F&WT shall have no liability for, or obligation to replace unused prepaid trip elements, nor is responsible to provide return transportation to any such Passenger left behind.

## **PHOTO RELEASE**

All Passengers may be photographed and or videotaped for internal and/or promotional use. By participating in this program, Passenger is 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 Passenger's name and voice in any medium or format without further compensation or permission.

## **WAIVER**

Passenger acknowledges the inherent risk of exposure to contagious diseases and by choosing to cruise, fly or tour, voluntarily assumes all risks related to contagious diseases. Food & Wine Trails accepts no responsibility for notifying passengers of potential exposure to contagious disease while traveling. If you become ill while traveling, or upon your return, and suspect you may have contracted Covid-19, please follow CDC recommendations around testing and isolation.

## **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, representatives 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.