

**PHILADELPHIA EAGLES FAN CRUISE TERMS & CONDITIONS**  
**Sailing March 21-28, 2021**

The following Terms and Conditions (“Terms”) for the March 2021 Philadelphia Eagles Fan Cruise (“Cruise”), constitute a legal binding contract between you and First Class Cruises LLC (referred to as “FCC”), with respect to the Cruise. All guests must read, agree to and accept these Terms before booking their stateroom for the Cruise, and retain them for future reference. These Terms & Conditions are incorporated into and made a part of your agreement with FCC. You agree that these Terms & Conditions are subject to change by FCC at their good faith discretion.

PLEASE NOTE – THESE TERMS AND CONDITIONS FORM AN IMPORTANT PART OF YOUR CRUISE RESERVATION AND AGREEMENT WITH FIRST CLASS CRUISES FOR THIS CRUISE. PLEASE READ CAREFULLY.

IF YOU OR ANY PERSON INCLUDED IN YOUR RESERVATION DOES NOT WISH TO BE BOUND BY THESE TERMS & CONDITIONS, YOU MUST NOTIFY *FIRST CLASS CRUISES LLC* IN WRITING WITHIN 24-HOURS OF MAKING YOUR CRUISE RESERVATION. AT THAT TIME, YOUR RESERVATION WILL BE CANCELED AND YOUR FORM OF PAYMENT NOT CHARGED (OR REFUNDED, IF PAYMENT WAS ALREADY PROCESSED).

**FAILURE TO NOTIFY FIRST CLASS CRUISES LLC WITHIN THIS 24-HOUR PERIOD SHALL INDICATE THE AGREEMENT OF YOU AND ALL PERSONS INCLUDED IN YOUR RESERVATION TO THESE TERMS & CONDITIONS, AND ALL OF YOU WILL BE LEGALLY BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT WISH TO ACCEPT AND BE BOUND BY THESE TERMS & CONDITIONS, YOUR RESERVATION/BOOKING WILL NOT BE ACCEPTED.**

All references to “Guest”, “guest”, “you” or “your” shall have the same meaning as “Passenger” for purposes of this Contract and the words Guest, you, your, and Passenger as used in these Terms & Conditions shall include each person listed on a Cruise Ticket Contract and each person, other than FCC personnel, ROYAL CARIBBEAN personnel, and Philadelphia Eagles Personnel (including Staff, Management, Players, Alumni or otherwise affiliated to the Philadelphia Eagles organization), artists and artist personnel, who embarks on the Cruise or attends any Cruise or Cruise related event, whether or not listed on a Cruise Ticket Contract. All terms shall be considered gender neutral and pronouns shall refer to the masculine and feminine, as context requires.

**1. NATURE OF THE CRUISE**

The Philadelphia Eagles Fan Cruise is a sports and entertainment themed cruise featuring multiple Players, Alumni, Entertainers and management staff from the Philadelphia Eagles. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular event, activity or performance on any particular date attended by any particular player, alumni or management staff. FCC and Guest agree that Guest is purchasing passage onboard a specific cruise vessel during a specific period of time during which time it is anticipated that the players, alumni and management staff will

participate in a number of on board events and activities onboard the cruise ship during the Cruise. Included in such purchase price, but ancillary thereto, is an entertainment program pursuant to which several events and activities will take place at a time or times during the Cruise and announced prior to sailing and/or during the Cruise. While every effort is made by FCC to avoid conflicting activities and/or event, FCC cannot guarantee that any Guest will be able to attend every player, alumni or management staff activity aboard the Cruise. It is also anticipated individual player and alumni will attend publicity and promotional events during the Cruise while onboard to provide Guests an opportunity to meet the players, alumni and management staff in person. However, FCC can make no guarantee that any guest will in fact be able to meet any of the players, alumni or management staff in person during the Cruise or during any shore-based event or activity.

## **2. CRUISE TICKET CONTRACT**

By making this reservation, or by acceptance and/or use of the ROYAL CARIBBEAN Cruise Ticket Contract, each passenger and guest included on the same reservation, acknowledges he or she has read, and understands (or if a minor, such person's parent, guardian or representative has read and understands) each and every term, condition, and provision of the ROYAL CARIBBEAN Cruise Ticket Contract and agrees to be bound thereby. In addition, by making this reservation or by the acceptance and/or use of the ROYAL CARIBBEAN Cruise Ticket Contract by the persons named as Guests, it shall be deemed to bear acceptance and agreement by each and every person to all the additional Terms and Conditions set forth herein.

## **3. INDEPENDENT CONTRACTOR**

Passenger acknowledges and expressly agrees FCC (and its affiliates) are acting solely in their capacity as event and activity organizers, brokers and independent contractors arranging this cruise and that neither FCC nor the Philadelphia Eagles have any right or ability to control or direct the operational or navigational activities of the vessel or crew in any manner whatsoever whether aboard the ship or ashore including and without limitation: departure and arrival times, persons furnishing services to the vessel or to the passengers including shore side excursions, personnel, or contractors, embarkation and disembarkation to and from the vessel (and the times therefore), the condition of the vessel and its equipment. FCC nor the Philadelphia Eagles shall have any responsibility or liability to you for any claims or damages relating to activities described in the preceding sentence.

## **4. CRUISE FARE & FEES**

Cruise rates on the booking website are calculated based on a minimum of double occupancy per stateroom. Inclusions, exclusions and additional taxes and fees are detailed in the booking form. Single passengers in a stateroom will be responsible for the double occupancy cruise rate but will only be charged the single mandatory fee for Government Taxes, Port Fees and Gratuities. Rates are the same regardless of age of passengers or cabin type. Your base Cruise Fare is "cruise only" and includes payment for all FCC themed and complimentary activities, your accommodations on-board the ship, all meals in the main dining room(s) and buffets or food dispensing areas, other casual dining throughout the day, non-carbonated, non-alcoholic beverages (coffee, tea, juices, etc.), use of the ship's pools,

health and fitness centers.

**5. ADD-ON EVENTS AND ACTIVITIES**

Passenger acknowledges FCC will offer a variety of Philadelphia Eagles-themed optional events and activities during the Cruise (e.g. Dinner with a Player, Autograph Sessions, VIP Parties, Flag Football Tournament, etc.) for which a participation fee, or cost may or may not be assessed to all Guests actively taking part in the event or activity. These events and/or activities will be offered to Guests as an add-on to their Cruise reservations and will be governed by their own event or activity terms and conditions, as well as corresponding waivers to be acknowledged and accepted at the moment of Guest reservation or registration for the given event or activity reservations.

**6. THIRD & FOURTH ADULT PASSENGERS**

The Cruise Fare for third and fourth adult passengers sharing a stateroom with two full fare passengers will be as noted below.

- Inside Staterooms: \$ 999.00 Per Person plus applicable Taxes, Fees and Gratuities
- Oceanview Staterooms: \$ 1,099.00 per Person plus applicable Taxes, Fees and Gratuities
- Balcony Stateroom: \$ 1,299.00 Per Person plus applicable Taxes, Fees and Gratuities
- Suites: \$ 1,499.00 Per Person plus applicable Taxes, Fees and Gratuities

**7. THIRD & FOURTH CHILD RATES**

Children 3 years old or younger at the time of sailing, booked in staterooms as the 3rd or 4th guests, with 2 full-fare adults based on double occupancy rate, may sail for a discount of 75% of that cabin's applicable Cruise Fare plus standard Port & Government Fees, Taxes and Gratuities. Children aged 4-12 at the time of sailing, booked in staterooms as the 3rd or 4th guests, with 2 full-fare adults based on double occupancy rate may sail for a discount of 50% of that cabin's applicable Cruise Fare plus standard Port & Government Fees, Taxes and Gratuities

**8. TAXES, GOVERNMENT & ADMINISTRATIVE FEES**

Corresponding Port and Other Taxes, Government Fees & Administrative Fees total \$245.00 per person to be collected simultaneously with cruise fare. Unless otherwise advised, your Cruise Fare, Port and Other Taxes, Government Fees, Administrative Fees and Prepaid Gratuities do NOT include transportation to/from ship, shore excursions, sightseeing or meals ashore, meals in specialty and à la carte restaurants, laundry, wine, beer, liquors, cocktails, soda, mineral water, bottled water, room service, medical expenses, spa treatments, beauty salon, casino gaming, onboard shopping, travel insurance or any other items of a personal nature.

**9. PREPAID GRATUITIES**

Prepaid Gratuities of \$102.00 per person for all Interior, Oceanview and Balcony stateroom categories, and \$123.00 per person for all Suite staterooms covering tips for dining room waiters, room attendants and all other gratuities while on board. Prepaid gratuities will be collected simultaneously with cruise fare, taxes, and applicable fees at the moment of reservation. These gratuities are mandatory and will not be waived. Casino dealers and spa

personnel are not included, since not all guests will utilize those services. A gratuity for bar services and servers will be included on all bar checks, and automatically added to the price of your drinks.

#### **10. FUEL SURCHARGE**

FCC reserves the right to impose a fuel supplement to all Guests if the Cruise line operating the Cruise does so to FCC. In such event, the Guests may be subject to additional charges over and above the Cruise Fare and Fees previously paid to FCC. The total amount of the fuel surcharge per reservation shall not exceed \$10.00 per day per guest for the 1st and 2nd guests in a stateroom multiplied by the total number of days (7) of the Cruise, and \$5 per guest per day for the 3<sup>rd</sup> and above number of guests in the same reservation. All fuel supplement charges to Guests will be charged to the same form of payment (e.g. Credit Card) used for the original Cabin reservation.

#### **11. DEPOSIT REQUIREMENTS AT THE TIME OF RESERVATION**

For all cabin reservations made prior to October 15<sup>th</sup>, 2020, the following per person deposit amounts are due at the time of the reservation based on cabin type:

- \$500.00 per person deposit for all Interior cabins
- \$600.00 per person deposit for all Oceanview cabins
- \$750.00 per person deposit for all Balcony cabins
- \$1,000.00 per person deposit for all Suite and VIP cabins

Reservations made on or after October 16<sup>th</sup>, 2020 will require a deposit of 50% of the full cruise plus applicable Taxes, Fees and Gratuities per person (including 3<sup>rd</sup> and 4<sup>th</sup> passengers if applicable) and must be paid in full by December 1<sup>st</sup>, 2020.

#### **12. PAYMENT PLANS**

As described on the online booking site, FCC has multiple payment plans available to you for the Cruise. By selecting one or more of the payments plans you authorize FCC to charge your Payment Method for deposits, full payments, or partial monthly payments as selected without the need for additional notices to you. In the event of Cruise cancellation, you expressly agree not to dispute any credit card charges associated with this trip and agree to be personally and financially responsible for all Cruise charges.

#### **13. CREDIT CARD/CANCELLATION FEES**

FCC reserves the right to charge additional fees for returned payments, late payments, missed payments, canceled cards, chargebacks, credit card changes, invalid credit cards, cancellations and cancellations as a result of your failure to comply with any requests by FCC. The fee assessed shall be \$150 per person plus 5% of the total transaction.

#### **14. CANCELLATION POLICY**

Due to the nature of the Philadelphia Eagles Fan Cruise event, all Deposits and Payments made up until the date of cancellation are Non-Refundable and Non-Transferable. Therefore, we require all guest to provide proof of Travel Insurance coverage, or, in the event you do not have travel insurance prior to the cruise departure date FCC will provide a link on our website, as well as the Guest's cruise confirmation emails to Generali Global Assistance &

Insurance Services ([www.TBA.com](http://www.TBA.com)) where you may purchase the Generali Global Assistance Cruise Product.

Please note all cruise reservations cancellation requests must be submitted in writing via email to [info@philadelphiaeaglescruise.com](mailto:info@philadelphiaeaglescruise.com).

Bookings and Payments made on or before September 21, 2020 may be cancelled within 24 hours of original booking with no cancellation fees.

Deposits and all corresponding payments made for bookings cancelled after 24 hours of original booking irrespective of original booking date, as well as for bookings originating on or after September 21, 2020, are non-refundable.

The Payment Terms and Cancellation policies described above supersede those included in the ROYAL CARIBBEAN Cruise/Cruise Tour Ticket Contract. Please note the payment provisions of these Terms and Conditions apply to the Cruise, regardless of any representations made by ROYAL CARIBBEAN or its affiliated entities, whether in the ROYAL CARIBBEAN Cruise/Cruise Tour terms or elsewhere. The rights granted to passengers in the ROYAL CARIBBEAN Cruise Ticket Contract relating to the payment or refund of cruise fare and to cancellations by passengers shall not be operative.

#### **15. CABIN ASSIGNMENT**

Cabins are made available for booking and assigned based upon occupancy and availability at the time of booking by First Class Cruises. Guest may be able to select the specific cabin number at the moment of booking or will be assigned a comparable cabin matching the specific cabin category paid for at the moment of booking. Special requests will be accommodated if possible, as determined by First Class Cruises in its sole discretion. Adding additional guests after your initial reservation may not be permitted depending on cabin availability. First Class Cruises reserves the right, but not the obligation, to reassign passengers to another comparable cabin at any time, if required in the sole opinion of First Class Cruises. Given the limited number of ADA Cabins onboard the ship, Accessible Cabins for guests with special needs will be assigned on a first-come, first-served basis and will require presentation or proof of special needs by the guest. First Class Cruises will try its utmost to accommodate all special accessible cabin requests.

#### **16. NO-SHOWS**

There will be no refunds given for those who do not show up for the Cruise on time, for unused tickets, or to those seeking refunds after the Cruise has commenced on March 21, 2021.

#### **17. NAME CHANGES, TRANSFERS & FEES**

The guest who places a reservation for a cabin on the Cruise will be considered that cabin's "Lead Guest" and is the "owner" of the reservation. The Lead Guest is therefore solely

responsible for initiating or authorizing changes to the reservation and must agree in writing to any changes made to the reservation, by emailing [info@philadelphiaeaglescruise.com](mailto:info@philadelphiaeaglescruise.com).

All guest NAME and CABIN NUMBER changes can be made up until October 15<sup>th</sup>, 2020, and will be assessed the following administrative fees per name change:

- \$150.00 for name and cabin changes made on or before October 15<sup>th</sup>, 2020
- No guest information changes of any kind will be accepted after October 16<sup>th</sup>, 2020.

Unless authorized by First Class Cruises as an exception, the Lead Guest is not allowed to change their name within an individual cabin reservation prior to the reservation being paid in full for all charges applicable to all guests in that specific cabin reservation. At least one original and/or lead guest name must remain on the reservation following name change requests. If all original guests cancel their names from the reservation, this is considered a full cancellation, and the Cancellation Policies will apply.

No transfer or change of a reservation to a new passenger shall be made without FCC's prior written approval, to be given or withheld in FCC's sole discretion. Subject to the preceding sentence, under no circumstances shall a Passenger or any person or entity acting on Passenger's behalf (i) sell a reservation, cabin, berth or entry to an event to any other person or entity for more than the price paid by the Passenger, or (ii) offer the reservation, cabin berth or entry to an event to any other person(s) or entity(s) as a prize or award in a drawing, contest, lottery, sweepstakes, raffle or similar event of any kind; a transfer in violation of this sentence shall not be permitted, and the Primary passenger shall indemnify and hold harmless FCC from and against any damages, losses and claims suffered by FCC and the Philadelphia Eagles as a result of a violation by Primary passenger, or any other passenger listed on the reservation, of this paragraph.

If a Primary or other passenger wishes to transfer the reservation, cabin or berth to a new passenger, the Primary passenger shall send a request in writing for approval of this transfer to FCC, along with (i) the reason for the requested transfer and a statement that the transfer will not violate this paragraph, (ii) the new passenger name, and (iii) a completed ROYAL CARIBBEAN Passenger Contract for the new passenger. If the request is approved by FCC, the new passenger must make full deposit payment amount due based on the above due dates. Once that payment has been made, then the applicable amounts paid by the original traveler will be refunded directly to the original traveler. Any new passenger sailing with a reservation transferred to him/her in violation of this paragraph may be denied boarding by FCC or, in FCC's sole discretion, removed by FCC from the Cruise at any port, at such new passenger's sole cost.

PLEASE NOTE: Your cabin number is subject to change without notice at the discretion of FCC or the cruise line.

#### **18. RIGHT TO CHANGE ITINERARY**

FCC and/or ROYAL CARIBBEAN reserve the right, at any time, to change the cruise itinerary, including ports of call, duration of stays at ports, departure times, arrival times, embarkation times, and/or disembarkation times, whenever advisable or necessary, within

their sole discretion. In such case, FCC and/or ROYAL CARIBBEAN will NOT be responsible to passengers for any loss or expenses caused by reason of such changes or abandonment. Refunds will not be made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

**19. PHILADELPHIA EAGLES PLAYERS, ALUMNI OR ENTERTAINER CANCELLATION, ILLNESS, OR FAILURE TO APPEAR, PARTICIPATE OR PERFORM**

FCC has entered into an agreement with Philadelphia Eagles as well as Players, Alumni, Management Staff and Entertainers participating in the Philadelphia Eagles Fan Cruise's events and activities. It is expected that a number of Philadelphia Eagles Players, Alumni and Entertainers will be present on board during the Cruise to participate in various scheduled events and activities in accordance with terms specified therein. However, none of FCC, Royal Caribbean, or the Philadelphia Eagles shall be liable or responsible for failure of any Player, Alumni or Entertainer to appear on board or to take part in the scheduled events or activities under its agreement. Further, none of FCC, Royal Caribbean, or the Philadelphia Eagles shall 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 event or activity 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 (for which the Master shall be the sole judge), 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 FCC's reasonable control. In the event of any failure of contracted Player, Alumni or Entertainer to appear on the cruise, FCC, in its sole discretion, may engage a replacement Player, Alumni or Entertainer, or may change, postpone or terminate all or any part of the Cruise or the events and activities program or change the ship's itinerary. In such case, FCC, shall have no liability to any guest for any loss, damage, cost, or expense whatsoever by reason of such change.

For clarity, neither the Philadelphia Eagles organization, players, alumni, management staff or contracted entertainers will be actively involved in, or responsible for the sales or operational aspects of the Cruise

**20. PORTS OF CALL**

You assume sole responsibility for your own safety in any port of call. None of FCC, Royal Caribbean, or the Philadelphia Eagles guarantee your safety at any time and shall have no responsibility or liability for your safety in any port of call. You may find information about the scheduled ports of call through the U.S. Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations. FCC and the other Released Parties assume no responsibility for gathering and/or disseminating any such information.

You acknowledge that severe weather conditions, conditions at scheduled ports of call, or

other factors beyond the control of First Class Cruises, FCC and/or ROYAL CARIBBEAN may prohibit the ship from docking at scheduled ports of call, or may advance or delay the time of arrival at or leaving from scheduled ports of call. In such case, FCC and/or ROYAL CARIBBEAN will NOT be responsible to passengers for any loss or expenses caused by reason of such inability to dock at one or more scheduled ports of call or change in arrival or departure times.

## 21. SHORE EXCURSIONS & CRUISE AMENITIES

You acknowledge that all shore excursions and tours, however conducted; airline flights and ground transportation; and any ship physician, nurse and on-board concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors and not by FCC. FCC neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that each of the Released Parties assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.

## 22. AGE REQUIREMENTS

Infants must be at least 6 months old at the time of sailing.

Guests under the age of 21 must be traveling with a parent or responsible adult AND must be booked in the same stateroom or a connecting cabin.

Guests under the age of 21, traveling with a guardian 21 years or older, (who is not a parent, grandparent or court-appointed legal guardian), MUST bring an original signed letter from the absent parent/legal guardian authorizing the minor to travel with the appointed guardian. This will expedite processing by the Department of Homeland Security. Please note that a notarized letter to this effect is highly suggested. In addition, the ***ROYAL CARIBBEAN Parent/Guardian Consent & Release Form*** must be filled out and presented at the pier during embarkation with the required identification (a copy of both parents/legal guardians driver's license or other government issued identification).

Please note that adult guests are responsible for the safety and behavior of their minor guests.

Guest ages will be verified at embarkation. Guests not conforming to the requirements set forth herein will be denied boarding and assessed a 100% cancellation penalty. NO exceptions will be made at embarkation.

## 23. PASSPORT & LEGAL TRAVEL DOCUMENT REQUIREMENTS (As of April 2019 – subject to change)

Below are passport guidelines as of March 2019, however they are subject to change. We strongly encourage all guests to visit the Department of Homeland Security website



(<http://www.dhs.gov>) or the Foreign Affairs & International Trade Canada website (<http://www.voyage.gc.ca>) for the most up-to-date traveler information including passport and visa requirements as well as travel advisories and safety recommendations.

*Please Note: Guests who fail to have the required documents as determined by U.S. Customs & Immigration will be denied boarding and such guests shall not be entitled to any refund nor shall First Class Cruises, LLC Royal Caribbean have any further liability to such guests.*

**Although a passport is not required at this time for U.S. citizens taking “closed loop” cruises, we strongly recommend that all guests travel with a passport (valid for at least six months beyond completion of travel). Having a passport will enable guests to fly from the U.S. to a foreign port in the event they miss their scheduled embarkation, or to fly back to the U.S. if they need to disembark the ship mid-cruise due to an emergency.**

### **IMPORTANT INFORMATION FOR U.S. GUESTS ONLY**

Please also note that as of January 22, 2018 not all driver’s licenses or state IDs may be used as a form of ID when flying. For more information on REAL ID and Air Travel, click [HERE](#).

To find out if your state is REAL ID Compliant be sure to click [HERE](#). BE PREPARED!

### **U.S. CITIZENS**

[The Western Hemisphere Travel Initiative \(WHTI\)](#) Passport Requirements became effective June 1, 2009, for land and sea borders. While the WHTI requires a valid passport for land and sea travel, a final ruling was issued allowing leniency for [“closed-loop” cruises](#), i.e., sailings that both originate and terminate in the same U.S. port.

For both security and immigration purposes, each guest is responsible for bringing all necessary travel documents and identification required for the cruise itinerary. Only a valid passport (*please note exception for closed loop sailings*) or other WHTI compliant document will be accepted for entry or re-entry into the United States.

U.S. citizens taking [“closed-loop” cruises](#) are not required to have a passport. However, guests who will be traveling without a passport will need proof of citizenship such as one of the following:

1. **Passport – RECOMMENDED** – U.S. Passport must be valid through the dates of travel of the cruise as well as not expired.
2. **Passport Card**– A valid unexpired U.S. Passport Card can be used to enter the United States from Canada, Mexico, the Caribbean, and Bermuda at land border crossings or sea ports-of-entry and is more convenient and less expensive than a passport book. **The passport card cannot be used for international travel by air.**
3. **Original** or **Certified** copy of a **Government Issued Birth Certificate** with a raised seal or in some cases a holographic image. Neither a notarized copy of a birth certificate NOR a *Live Hospital Birth Certificate will be accepted by CBP. Please also keep in mind that if you are traveling using a birth certificate and you have*

*had a name change (i.e.: marriage), you will need to provide proof of that name change (i.e.: marriage license).*

4. **Consular report of Birth Abroad**– Notarized copies are not acceptable. *We highly recommend that if at all possible, guests travel with a Passport.*
5. **Certificate of Naturalization** –*Notarized copies are not acceptable. We highly recommend that if at all possible, guests travel with a Passport.*
6. **Enhanced Driver’s license (EDL)** – There are currently only five (5) U.S. States and four (4) Canadian Provinces producing EDL’s.  
**US:** Michigan, Minnesota, New York, Vermont, and Washington  
**Canada:** British Columbia, Manitoba, Ontario, and Quebec

In addition to proof of citizenship, guests will be required to present a valid government-issued photo ID, such as a driver’s license. Children are also required to bring proof of citizenship, and if 16 and over, a photo ID is also required.

**ONLY US Citizens can sail using a valid Proof of Citizenship (see above) along with a government issued photo ID.** Canadian and Bermudian citizens are required to have a passport for air, land and sea travel.

*Birth certificates from Puerto Rico issued prior to July 1, 2010 are not valid forms of proof of citizenship accepted by U.S. Customs and Border Protection. Guests from Puerto Rico either need to present a WHTI-compliant document or government-issued photo identification with a validated birth certificate issued after July 1, 2010.*

**PLEASE NOTE:** We have been informed by the CBP that they will **NOT** accept the following forms of ID:

1. Notarized Photo Copy of a Birth Certificate
2. Notarized Photo Copy of a Passport
3. Record of Live Birth from a Hospital / Hospital Birth Certificate
4. World Passport
5. Social Security Card
6. Voter Registration Card
7. Baptismal Certificate

***These documents are NOT WHTI compliant documents, therefore, are NOT acceptable proof of citizenship.***

For more information or to obtain a passport application, visit [www.travel.state.gov](http://www.travel.state.gov).

### **U.S. Alien Residents & Non-U.S. Citizens**

#### **Alien Registration Card (Green Card)**

U.S. Alien Residents require a valid Alien Resident Card and, in some cases, a passport (depending on itinerary). Guests must check with their consulate or appropriate government

authority to determine if their nationality requires they also bring a passport along with their Alien Resident Card.

U.S. lawful permanent residents will continue to be able to use their Alien Registration Card issued by the Department of Homeland Security or other valid evidence of permanent residence status to apply for entry to United States.

Card renewal is an important matter. ARC holders (United States permanent residents) with expired cards may be considered “out of status” and may be denied entry / reentry into the United States. If your ARC was issued over 10 years ago, you should check the expiration date printed on the front of the card. If your card is expired, or it is about to expire, you should renew your card before you sail.

If you are holding an old edition ARC WITHOUT an expiration date, you will not be detained from entering the United States, but U.S. Customs and Border Protection highly suggests that you apply for a new card before you sail.

For additional information, visit:

<http://www.uscis.gov/green-card/after-green-card-granted/renew-green-card>

### **Other Non-U.S. Citizens**

All guests of nationalities other than United States must have a valid passport for six months beyond the period of their intended stay in the United States along with any and all valid visas (if applicable). Please see below additional information regarding the Visa Waiver Program and Six Months Passport Validity Rule excepted countries.

Non-U.S. citizens require a valid machine-readable passport and a valid, unexpired U.S. Multiple Re-entry Visa, if applicable. Guests are advised to check with their consulate, or appropriate government authority to determine the necessary documents.

Non-U.S. citizens that are eligible to apply for admission under the Visa Waiver Pilot Program must still have a valid unexpired passport. U.S. State Department regulations require all guests traveling from visa-waiver countries be in possession of a machine-readable passport that includes a biometric identifier – e.g., embedded digital photograph. Otherwise, guests will be required to obtain a U.S. Multiple Re-entry Visa. Guests without proper identification may be refused boarding or entry into the United States.

On occasion, non-U.S. citizens and U.S. Alien Residents may be asked to surrender their passport and/or Alien Resident Card at time of embarkation. These documents will be returned upon completion of the Immigration inspection at the time of debarkation.

For more information on the Technical Requirements for passports: [CLICK HERE](#).

### **NON-US CITIZENS**

You will need a valid passport and, in some cases, a visa. If you live in the U.S., you will

also need the original copy of your Alien Registration Card (ARC or “Green Card”) and any other documentation the countries on your itinerary require due to your alien status.

Citizens from the Visa Waiver Program countries will require a machine-readable passport valid for the duration of their voyage.

A machine-readable passport has a code like this on the bottom of the picture page: P<<<<<<<<<1234567890M1234567890M1234567890<1234567890

First Class Cruises and the other Released Parties (as herein defined) assume no responsibility for advising you of immigration requirements. Non-U.S. citizens, including resident aliens, must contact the appropriate consulates, embassies and/or immigration office(s) to inquire about necessary documentation for the Cruise’s ports of call.

Your name, as listed on your travel documents, must exactly match your name as listed on your Cruise documents.

**Citizens traveling under the Visa Waiver Program:**

All eligible international travelers who wish to travel to the United States under the [Visa Waiver Program](#) must apply for authorization.

For additional details about ESTA and/or the Visa Waiver Program please visit <https://travel.state.gov/content/travel/en/us-visas/tourism-visit/visa-waiver-program.html>

For more information, to see if your country qualifies for the Visa Waiver program, and to apply for a travel authorization, see [ESTA](#).

All guests must present the required documentation at embarkation. Guests without the required documentation will be denied boarding and no refund will be issued. Please understand that Royal Caribbean will strictly enforce this requirement to be in compliance with this important U.S. Government mandate.

**Family Legal Documents:**

Adults who are not the parent or Legal Guardian of any minor child traveling with them are required to present the child’s valid passport and visa (if required) or the child’s birth certificate (original or certified copy) and an original notarized letter signed by at least one of the child’s parents. The notarized letter from the child’s parent must authorize the traveling adult to take the child on the specific cruise and must authorize the traveling adult to supervise the child and permit any medical treatment that must be administered to the child. If a non-parent adult is a Legal Guardian, the adult must present a certified certificate of Guardianship with respect to the child.

**24. INOCULATION & HEALTH**

All guests must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to

which vaccinations are required in each country. In many cases inoculations are recommended, but in some circumstances, they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the Center for Disease Control and Prevention's Traveler's Health website or toll free at 1-877-FYI-TRIP, and the World Health Organization website.

## **25. PASSENGERS WITH SPECIAL NEEDS**

By booking the Cruise, you represent and warrant to FCC and ROYAL CARIBBEAN that you, and those traveling with you, are physically fit to travel at the time of embarkation. Neither FCC nor ROYAL CARIBBEAN shall have any liability for damages or losses you suffer because you are not physically fit to travel.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who will be up to *23 weeks pregnant by the end of the cruise* are required to produce a medical certificate of fitness to travel. ROYAL CARIBBEAN cannot for health and safety reasons carry passengers who are 24 weeks or more pregnant at the time of embarkation and shall have no responsibility or liability for damages or losses of any kind suffered by such Passengers during the Cruise. ROYAL CARIBBEAN reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if ROYAL CARIBBEAN and/or the ship's Master are not satisfied that the Passenger will be safe during the passage.

Boarding will be denied to any person who will enter her twenty-fourth week of pregnancy by the time of the Cruise or during the cruise and to infants under six months old. You must notify FCC at the time of booking of any disability or other medical or physical condition that may require special assistance during the Cruise. Your failure to do so will release the Released Parties from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. FCC and ROYAL CARIBBEAN reserve the right to require that any passenger who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the Cruise and in case of emergency.

## **26. MEDICAL CARE**

You assume all risks associated with travel and transportation on the Cruise (another reason it is required you provide proof of travel insurance, or purchase travel insurance prior to embarking on the Eagles Fan Cruise). When looking into travel insurance, it is important to research and understand what is covered under your policy. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available. You agree to indemnify and reimburse FCC and/or ROYAL CARIBBEAN in the event that either party, in its sole discretion, advances to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. Neither FCC nor ROYAL CARIBBEAN shall have any responsibility to advance any such costs.

## **27. LUGGAGE**

ROYAL CARIBBEAN and FCC assume no responsibility for carry-on luggage. Any luggage left at the pier will be forwarded to guest's address only at the guest's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area. All luggage must be stored in the passenger's cabin. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought onboard the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of Royal Caribbean. All luggage, hand-carried or checked is subject to search.

## **28. CABINS**

You acknowledge that while all rooms within a cabin category are substantially similar, they may differ in minor ways in terms of size and/or layout. At no time is cabin configuration guaranteed.

## **29. VENDING**

You may not sell, promote, distribute, or offer for sale any merchandise, goods, souvenirs or other products on the Cruise without first obtaining FCC's written approval. You may not permanently disembark the Cruise ship, or remove any merchandise from it, at any port in the United States, its districts, territories or possessions, other than at the port of final disembarkation (Cape Liberty, NJ, USA).

## **30. PHOTOGRAPHY & VIDEO**

FCC, the Philadelphia Eagles and/or its promotional partners will have photographers, videographers and the like on the Cruise to film or photograph passengers, and FCC, the Philadelphia Eagles and/or its promotional partners shall have the exclusive right to use or include photographic, video and other visual portrayals of passengers in any medium of any nature whatsoever, worldwide, in perpetuity, for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to passengers, and all rights, title and interest therein (including all worldwide copyrights therein) shall belong to FCC and/or the Philadelphia Eagles and shall be FCC's and/or the Philadelphia Eagles sole property (as applicable), free from any claims by passengers or any person deriving any rights or interest from passenger. A video and/or crew will be shooting photographs and footage to be used for the promotion of future FCC events. When the video team or camera crew is shooting in any particular location/venue on the ship, your presence in said location/venue acknowledges your irrevocable permission for your likeness to be used in the video or photograph by FCC, the Philadelphia Eagles and/or its promotional partners for their future promotional videos or still pictures, worldwide, in perpetuity, in all media. If you do not wish to be filmed, please notify the video or camera crew and be prepared for them to ask you to exit the location/venue for a short time until taping/shooting is complete.

## **31. PHOTO POLICY FOR PASSENGERS**

Guests may be permitted to take photos onboard the cruise and during Player and Alumni event and activity participations with small, non-professional digital cameras and cell phones. Out of respect for our Players and Alumni, as well as your fellow guests, we ask that you please NOT use flash during Player and/or Alumni Events or Activities. Professional

quality cameras with detachable lenses and video specific cameras are strictly prohibited. In addition, any and all videotaping or audio recording is prohibited. We appreciate your cooperation!

### **32. REFUSAL OF PASSAGE**

Transportation on the Cruise may be denied to any person who, in FCC or ROYAL CARIBBEAN sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others; or (3) is inadmissible to the country under the laws of any country of debarkation. In addition, FCC and ROYAL CARIBBEAN reserve the right to refuse passage, to disembark or to confine to a stateroom any passenger whose physical or mental condition or behavior they consider, in FCC and/or Royal Caribbean's sole discretion, to constitute a risk to the person's own well-being or the well-being of any other person, and such person waives all claims relating to such actions by FCC and/or ROYAL CARIBBEAN. FCC and/or ROYAL CARIBBEAN have the right to disallow booking or boarding to any passenger, who in the opinion of FCC and/or ROYAL CARIBBEAN may impact the cruise, the business or reputation of FCC and/or Royal Caribbean, other passengers, or artists in a negative or disruptive way. FCC and ROYAL CARIBBEAN shall have full discretion and unilateral rights to make any such decisions. The Released Parties shall have no liability to any such person or any third party for damages or claims arising out of any such decisions described in this paragraph. Any costs resulting from FCC and/or Royal Caribbean's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the passenger.

### **33. PASSENGER DUTY**

Passenger, or if a minor, his or her parent or guardian, shall be liable to, and shall reimburse ROYAL CARIBBEAN, FCC, and the other Released Parties for, any damage to the Released Parties' property, the Vessel, the Transport or any property of ROYAL CARIBBEAN or FCC, or claims or losses suffered by or made against ROYAL CARIBBEAN and/or FCC, caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger; and Passenger, or if a minor, his or her parent or guardian, shall further indemnify the ROYAL CARIBBEAN, FCC, and the other Released Parties and each and all of their agents and servants against all liability which the Released Parties may incur towards any person or company or government for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of Passenger.

If, during the Cruise, Passenger feels that his/her safety is jeopardized by the act of any person, or if Passenger is injured by the act of any person or in any other incident (collectively referred to as an "Incident"), Passenger shall immediately report this Incident to the FCC Hospitality Desk onboard the Cruise. In such instance, Passenger shall cooperate with FCC in any investigation of the Incident that FCC may conduct, in FCC's discretion. Passenger acknowledges that a failure to report any Incident to FCC during the Cruise will hinder, and possibly prevent, FCC's ability to investigate such Incident, and in the event of such failure to timely report, FCC and ROYAL CARIBBEAN shall have no liability or responsibility to Passenger or others arising out of the Incident.

#### 34. PASSENGER CONDUCT

During the Cruise, Passenger shall abide by and conduct him/herself in accordance with all rules, regulations and directions of FCC and/or ROYAL CARIBBEAN (the "Rules"), including the Rules set forth in these Terms & Conditions and the Rules of which Passenger is made aware during the Cruise. The Rules include, but are not limited to, the following: during a performance, presentation, question and answer session, or other event, Passenger shall not (i) attempt to move onto a stage on which any artist is performing, (ii) climb onto poles or other structures near the stage, (iii) throw anything onto or towards the stage, or (iv) do anything that may interfere with a performance or with the audience's enjoyment of the performance. Passenger acknowledges that there may be security personnel present at performances to enforce the Rules and to protect the performers and the enjoyment of the performances by the audience. Passenger agrees to immediately comply with the requests of security personnel.

**In the event of a violation of the Rules or these Terms & Conditions by Passenger during a performance, Passenger acknowledges that security personnel will act quickly to protect the Players, Alumni, Entertainers and other passengers, and to prevent Passenger from disrupting the Player and/or Alumni events and activities, or creating safety issues for others, and Passenger hereby releases FCC, the Philadelphia Eagles and/or ROYAL CARIBBEAN from any injuries, claims, material or financial losses, or additional costs suffered by Passenger as a result of the actions of security or other personnel (including physical acts) in the event of Passenger's violation of these Rules or Terms & Conditions.**

Passenger shall not put any person in danger for their safety or wellbeing or engage in a fight or other altercation with any person, onboard the Cruise.

In the event of a disruption of a Player, Alumni and/or Entertainer performance by Passenger in violation of the Rules, or a fight in which Passenger is a participant, FCC and/or ROYAL CARIBBEAN shall have the right, in its discretion, to remove Passenger from the event, activity or performance, to bar Passenger from future events, activities or performances during the Cruise, to remove Passenger from the Cruise at any port (at Passenger's sole expense and with no recourse for any form of refund on unused cruise purchases), and/or to ban Passenger from attending any future FCC or any Philadelphia Eagles event.

#### 35. ZERO-TOLERANCE DRUG POLICY

First Class Cruises 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 FCC's discretion. In such cases, FCC and ROYAL CARIBBEAN shall not be liable for any refund or other compensation or damages.

#### 36. LIQUOR & BEVERAGE POLICY

Guests are prohibited from bringing any alcoholic beverages, non-alcoholic beverages or any food onboard. Alcoholic beverages will not be sold or served to anyone under the age of 21.



We reserve the right to refuse the sale of alcoholic beverages to anyone. Alcoholic beverages purchased in the ship's gift shops or in ports of call will be retained by ROYAL CARIBBEAN until the end of the voyage.

### **37. LIMITATION OF LIABILITY**

By booking the Cruise, you (the passenger) hereby release and hold harmless the Released Parties, from and against any claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity, unless such injury, etc. is caused by the gross negligence or intentional acts of Released Parties; (2) your request for or selection of a roommate for the Cruise or the assignment of a roommate to you if no request is made by you; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances (except when such damages were caused by the Released Parties' negligence and resulted from the same passenger's sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by the Released Parties); (4) any change in scheduled Cruise events and/or celebrity appearances; (5) violation of the Rules by you; or (6) if ROYAL CARIBBEAN exercises its contractual rights as set forth in the Ticket Contract (see below); or (7) any change in scheduled Cruise ports or changes to arrival or departure times (whether changed to earlier or later) from ports due to events of force majeure, including, but not limited to, weather, illness, death, any mechanical failure of the Cruise ship, Acts of God, terrorism, war, labor strike, rebellion, and/or decisions of ROYAL CARIBBEAN. You further agree that the Released Parties shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by any of the Released Parties, nor for any intentional or negligent acts of any of the Released Parties' employees committed while off duty or outside the course and scope of their employment.

In the event that a court of competent jurisdiction holds any of the foregoing to be unenforceable, then the Released Parties' liability shall be limited to the maximum extent permitted by law. In addition, in such case:

- Claims for Personal Injury, Illness or Death: – Subject to these Terms & Conditions, the Released Parties shall not be liable for any claims whatsoever for the personal injury, illness or death of a passenger, unless the passenger has first notified the FCC hospitality desk of such injury or illness during the Cruise if the injury or illness first occurred during the Cruise (so that FCC may begin to gather information about such injury or illness while the Cruise is still going on), and full particulars in writing are given to FCC within 90 days after the date of the injury, event, illness or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the injury, event, illness or death. You (the passenger) expressly waive all other potentially applicable state or federal limitations periods.
- Claims other than Personal Injury, Illness or Death: – Subject to these Terms & Conditions, the Released Parties shall not be liable for any claims whatsoever, other than

for personal injury, illness or death of a passenger, unless the passenger has first notified the FCC hospitality desk of the existence of such claim during the Cruise if such claim was or should have been known to passenger during the Cruise (so that FCC may begin to gather information about such claim while the Cruise is still going on), and full particulars in writing are given to FCC within 90 days after the passenger is landed from the Cruiser. Suit to recover on any claim whatsoever other than for personal injury, illness or death shall not be maintainable unless filed within one year after the date the passenger is landed from the Cruise or the Cruise is abandoned. You (the passenger) expressly waive all other potentially applicable state or federal limitations periods.

THE EXCLUSIONS OR LIMITATIONS OF LIABILITY OF THE RELEASED PARTIES SET FORTH IN THE PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO AND BE FOR THE BENEFIT OF AGENTS, INDEPENDENT CONTRACTORS, CONCESSIONAIRES AND SUPPLIERS OF THE RELEASED PARTIES, TOGETHER WITH THE EMPLOYEES AND SERVANTS OF EACH OF THE FOREGOING. WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL THE RELEASED PARTIES OR ROYAL CARIBBEAN BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

**38. CANCELLATION BY FCC AND/OR ROYAL CARIBBEAN**

In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of FCC, ROYAL CARIBBEAN, or the Philadelphia Eagles, FCC, ROYAL CARIBBEAN and/or the Philadelphia Eagles in its sole discretion may cancel, advance, or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither FCC, ROYAL CARIBBEAN nor the Philadelphia Eagles shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution. If the Cruise is completely cancelled, FCC shall return to you your cabin fare, cruise line transfers and related taxes and fees, or, if the Cruise is partially cancelled, a proportionate part thereof. Under such circumstances, neither FCC, Royal Caribbean or the Philadelphia Eagles shall have any further liability for damages or compensation of any kind. Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), even if purchased in conjunction with the Cruise, will be determined in accordance with the applicable cancellation policies for such other products or services and shall not be the responsibility or obligation of FCC, ROYAL CARIBBEAN or the Philadelphia Eagles.

**39. SHIP-RELATED ISSUES**

The cruise ship itself is controlled and operated by ROYAL CARIBBEAN, not FCC or the Philadelphia Eagles. Passenger acknowledges and agrees that neither FCC nor the Philadelphia Eagles shall have responsibility or liability of any kind to Passenger for any issues, claims or damages of any kind arising because of conditions on the ship itself – such as, but not limited to, mechanical issues on board, departure and arrival times, embarkation and disembarkation times, ship equipment, facilities provided on board (i.e., swimming pool, bars, furniture, etc.) food and beverages served on the ship, lodging conditions (including

beds, room furniture, plumbing, electrical), and/or ship safety issues.

**40. DECISIONS OF ROYAL CARIBBEAN**

You will receive ROYAL CARIBBEAN Cruise Ticket Contract Terms and Conditions (the “ROYAL CARIBBEAN PASSENGER CONTRACT”) with your Cruise ticket. A copy of the ROYAL CARIBBEAN PASSENGER CONTRACT is also available at the website listed at the end of these Terms and Conditions. The ROYAL CARIBBEAN Cruise Ticket Contract constitutes your agreement with Royal Caribbean. The ROYAL CARIBBEAN Contract provides that ROYAL CARIBBEAN may exercise its rights in a variety of matters, including, without limitation: (i) it has the right to alter the ship’s course, ports of call, itinerary, arrival times, departure times, embarkation times, disembarkation times, activity and shore excursions, for any reason, to ensure the comfort and safety of the passengers and crew;(ii) it has the right to make a decision to comply with any order, recommendation or direction given by any government or other person or FCC; and (iii) it has the right to make a decision to deny boarding to, confine to a stateroom or disembark any Cruise passenger. The Released Parties (as defined above) shall not be liable to you or any third party for any claim or cause of action arising, directly or indirectly, in whole or in part, out of ROYAL CARIBBEAN’s exercise of any of its rights as provided above or in the ROYAL CARIBBEAN PASSENGER CONTRACT. Without limiting the foregoing, the Released Parties shall not be liable to any Cruise passenger for a full or partial refund of any Cruise fare, or for any lodging or transportation expenses, as a result of ROYAL CARIBBEAN’s exercise of its contractual rights or other rights set forth above.

Given the nature of the Philadelphia Eagles Fan Cruise, all matters related to cabin sales, payments of any kind, cancellations, travel insurance, cabin assignments, name changes, schedule of events, daily cruise program and Players and Alumni participation in events and activities as described in these Terms and Conditions shall supersede those included in the ROYAL CARIBBEAN Cruise/Cruise Tour Ticket Contract.

**41. DISPUTES**

Except where prohibited by law, you (the passenger) expressly agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Cruise shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Boca Raton Florida, U.S.A. to the exclusion of the courts of any other state, territory or country; (2) you waive any objection to venue, jurisdiction or other objection that you may have to any such action or proceeding being brought in any federal or state court located in Ft. Lauderdale, Florida; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the Cruise, but in no event attorneys’ fees; and (4) you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the

State of Florida.

42. **PREVAILING PARTY**

If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against any other Party, all fees, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.

43. **INTEGRATION CLAUSE**

These agreed upon Terms are the sole agreement with respect to the subject matter hereof, and supersedes all proposals, negotiations, conversations, discussions, agreements and/or representations, whether oral or written, including any industry custom or past dealing between the parties relating to the subject matter of these Terms. The parties agree that any and all obligations between the parties that are outside the terms of these Terms (as it amends and restates the original Terms) and that relate to the subject matter of these Terms that preceded the original Terms acceptance date have been satisfactorily executed or are null and void.

44. **SEVERABILITY CLAUSE**

In case any one or more of the provisions contained in these Terms shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms, but the Terms shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify these Terms so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

45. **MISCELLANEOUS**

ROYAL CARIBBEAN reserves the right to substitute the Cruise vessel. Any consequences arising out of ROYAL CARIBBEAN exercise of this right shall be governed by the agreement between ROYAL CARIBBEAN and FCC, and not by the ROYAL CARIBBEAN agreement with you, the passenger. Furthermore, in the event of any conflict between the ROYAL CARIBBEAN Terms and these Terms and Conditions, these Terms and Conditions will prevail. In addition, ROYAL CARIBBEAN and/or FCC may reassign cabins as determined necessary or desirable by the Vessel's Safety Department or FCC, in their sole discretion.

All trademarks are the exclusive property of their respective owners, and you shall have no rights to use or display any such trademarks, including but not limited to trademarks of FCC,

Royal Caribbean, and the Philadelphia Eagles without the express written permission of the trademark owner.

The information contained on this page and in other pages and material relating to the Cruise, including any information regarding celebrity participation and programmed events, is subject to change at any time, in the good faith discretion of FCC. The Released Parties are not responsible for any errors, changes and/or omissions resulting in pricing, inventory or content discrepancies.

Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this ticket is, for all purposes, Passenger's agent and the Released Parties shall not be liable for any representation made by said travel agent. Passenger shall at all times remain liable to FCC for the price of passage.

In addition to the restrictions and exemptions from liability provided in these Terms and Conditions, the Released Parties shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing contained herein is intended to operate to limit or deprive the Released Parties of any such statutory limitation of or exoneration from liability. Without limiting the foregoing, the Released Parties claim benefit of all restrictions, exemptions and limitations of the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1974 as well as the Protocol to the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1976 ("Athens Convention"), which limits the liability of the Released Parties for the death of or personal injury to a passenger to no more than the applicable amount of Special Drawing Rights as defined therein, and all other limits on damage or loss to personal property.

These Terms and Conditions and the terms accepted during the cruise reservation process contain the entire agreement between FCC and Passenger and supersedes any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision of must be made in writing and signed by an authorized representative of FCC. If any portion shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portions shall remain in full force and effect.

***\*\* The above Terms & Conditions are subject to change at any time in FCC's good faith judgment\*\****