

**PHILADELPHIA EAGLES FAN CRUISE TERMS & CONDITIONS**  
**Sailing March 20-27, 2022**

The following Terms and Conditions ("Terms") for the March 2022 Philadelphia Eagles Fan Cruise ("Cruise") constitute a legally binding contract between you and First Class Cruises LLC (referred to as "FIRST CLASS CRUISES"), concerning 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 FIRST CLASS CRUISES. You agree that these Terms & Conditions are subject to change by FIRST CLASS CRUISES 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 FIRST CLASS CRUISES personnel, ROYAL CARIBBEAN GROUP 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 the 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 in any specific date attended by any particular player, alumni, or management staff. FIRST CLASS CRUISES and Guest agree that Guest is purchasing passage onboard a specific cruise vessel during a specific period during which time it is anticipated that the players, alumni, and management staff will

Participate in several events and activities on board the ship during the Cruise. Included in such purchase price, but ancillary thereto is an entertainment program according to which several events and activities will take place at a time or times during the Cruise and announced before sailing and/or during the Cruise. While every effort is made by FIRST CLASS CRUISES to avoid conflicting activities and/or events, FIRST CLASS CRUISES 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 players 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, FIRST CLASS CRUISES can make no guarantee that any guest will 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 GROUP 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) every term, condition, and provision of the ROYAL CARIBBEAN GROUP Cruise Ticket Contract and agrees to be bound thereby. Also, by making this reservation or by the acceptance and/or use of the ROYAL CARIBBEAN GROUP Cruise Ticket Contract by the persons named as Guests, it shall be deemed to bear acceptance and Agreement by every person to all the additional Terms and Conditions set forth herein.

**3. INDEPENDENT CONTRACTOR**

Passenger acknowledges and expressly agrees FIRST CLASS CRUISES (and its affiliates) are acting solely in their capacity as event and activity organizers, brokers and independent contractors arranging this Cruise and that neither FIRST CLASS CRUISES 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. FIRST CLASS CRUISES 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 double occupancy stateroom will be responsible for the double occupancy cruise rate, but will only be charged the single mandatory fee for Government Taxes, Port Fees. Prices are the same regardless of the age of passengers or cabin type. Your base Cruise Fare is "cruise only." It includes payment for all FIRST CLASS CRUISES themed and complementary activities, your accommodations onboard 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 FIRST CLASS CRUISES 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. They 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 two 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 two 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 \$265.00 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 a 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 spapersonnel is 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**

First Class Cruises reserves the right to impose a fuel supplement to all Guests if the ROYAL CARIBBEAN GROUP, operating the Cruise, does so to FIRST CLASS CRUISES. In such an event, the Guests may be subject to additional charges over and above the Cruise Fare and Fees previously paid to FIRST CLASS CRUISES. 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 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 stateroom reservations made prior to October 20, 2021 and opting for an extended payment plan (as opposed to full-payment upon reservation), a deposit in the amount of \$500.00 per stateroom will be due at the moment in which the stateroom reservation is made.

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

First Class Cruises offers extended monthly payment plans of 3 months and 6 months, respectively for Stateroom reservations made prior to October 20, 2021, and of 12 months for Stateroom reservations made prior to March 20, 2021 with equal payment amounts applied throughout the payment plans months accordingly. By selecting an extended payment plan, you authorize First Class Cruises to charge your Payment Method for the initial required deposit, as well as the corresponding monthly payments until the full reservation amount is settled. These monthly payment plans will occur automatically without the need for additional notices to you.

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

FIRST CLASS CRUISES 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 FIRST CLASS CRUISES. The assessed fee shall be \$35.00 per transaction.

#### **14. CANCELLATION POLICY – CRUISE WITH CONFIDENCE**

Philadelphia Eagles Book with Confidence policy allows guests to cancel their cruise reservation no later than June 20th, 2021 and receive a full refund all payments submitted to First Class Cruises up to the moment of cancellation minus the \$500 Deposit. A refund request is to be submitted via email to First Class Cruises for refund processing.

- Cancel between June 21st, 2021 – Aug. 20th, 2021: Receive a 75% refund all payments submitted to First Class Cruises up to the moment of cancellation minus the \$500 Deposit.
- Cancel between Aug. 21st, 2021 – Oct 20th, 2021: Receive a 50% refund all payments submitted to First Class Cruises up to the moment of cancellation minus the \$500 Deposit.
- Cancel between Oct 21st, 2021st – Dec 20th, 2021: Receive a 25% refund all payments submitted to First Class Cruises up to the moment of cancellation minus the \$500 Deposit.

Cancel after Dec., 2021: No refunds, please refer to your travel insurance policy

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

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

#### **15. TRIP INSURANCE**

Travel Protection Insurance is a requirement to sail on the Philadelphia Eagles Fan Cruise on March 20, 2022. Proof of insurance must be presented to First Class Cruises before December 1, 2021.

FIRST CLASS CRUISES provide a link on our website under "Cruise Info," and each invoice will have a hyperlink to purchase CSA insurance (Generali Global Assistance & Insurance Services. Product.

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

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

#### **16. CABIN ASSIGNMENT**

Cabins are available for booking and assigned based upon occupancy and availability at the time of booking by First Class Cruises. Guests 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.

#### **17. NO-SHOWS**

Refunds will not be issued if the stateroom guests do not check-in before the cruise departure. If a guest(s) do not return to the ship on time at a port of call, the cost to meet the

ship is at the responsibility of the Guest (s). Anyone who wishes to board the cruise downline into the itinerary at a certified port of call will not be credited for unused days. The same applies to a guest(s) wishing to disembark the ship in a certified port of call.

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

The Guest who places a reservation for a cabin on the Cruise is considered that cabin's "Lead Guest" and is the "owner" of the booking. 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 booking by emailing [info@philadelphiaeaglescruise.com](mailto:info@philadelphiaeaglescruise.com).

All guest NAME and CABIN NUMBER changes can be made up until December 1, 2021, and will be assessed the following administrative fees per name change:

- \$150.00 for name and cabin changes made before December 1, 2021
- No guest information changes of any kind will be accepted after December 1, 2021

Unless authorized by First Class Cruises as an exception, the Lead Guest is not permitted to change their name within an individual cabin reservation until the cabin is paid in full of all charges applicable to the Guests within the cabin reservation. At least one original 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 penalties will apply.

No transfer or change of a reservation to a new passenger shall be made without FIRST CLASS CRUISES's prior written approval, to be given or withheld in FIRST CLASS CRUISES's sole discretion. Subject to the preceding sentence, under no circumstance 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 offer the reservation, cabin berth or admission 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 FIRST CLASS CRUISES from and against any damages, losses, and claims suffered by FIRST CLASS CRUISES 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 FIRST CLASS CRUISES, 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 GROUP Passenger Contract for the new Passenger. If FIRST CLASS CRUISES approve the request, the new Passenger must make full deposit payment amount due based on the above, due dates. Once that payment has been made, then the appropriate amounts paid by the original traveler will be refunded directly to the said traveler. Any new passenger sailing with a reservation transferred to him/her in violation of this paragraph will be denied boarding or, in First Class Cruises' sole discretion, removed by First Class Cruises from the ship at any port, at such new Passenger's cost.

PEASE NOTE: Your cabin number is subject to change without notice at the discretion of First Class Cruises or ROYAL CARIBBEAN GROUP.

**19. RIGHT TO CHANGE ITINERARY**

FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP 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, or disembarkation times, whenever advisable or necessary, within their sole discretion. In such a case, FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP will NOT be responsible for passengers for any loss or expenses caused because 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.

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

FIRST CLASS CRUISES 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 following the terms specified therein. However, none of FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, or the Philadelphia Eagles shall be liable or responsible for the 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 FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, 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 a governmental authority, illness, death of a family member or other cause or circumstance beyond FIRST CLASS CRUISES's reasonable control. In the event of any failure of contracted Player, Alumni or Entertainer to appear on the Cruise, FIRST CLASS CRUISES, 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 a case, FIRST CLASS CRUISES shall have no liability to any guest for any loss, damage, cost, or expense whatsoever because 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

**21. PORTS OF CALL**

You assume sole responsibility for your safety in any port of call. None of FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, 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 US Department of State, Centers for Disease Control and Prevention, and other governmental and tourist organizations. FIRST CLASS CRUISES and the other Released Parties assume no responsibility for gathering 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, FIRST CLASS CRUISES, or ROYAL CARIBBEAN GROUP 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 a case, FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP 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.

## 22. 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 onboard 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 FIRST CLASS CRUISES. FIRST CLASS CRUISES 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 or your property in connection with these services. You use them at your own risk.

## 23. AGE REQUIREMENTS

Infants must be at least six 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 the processing by the Department of Homeland Security. Please note that a notarized **ROYAL CARIBBEAN GROUP Parent / Legal 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 and are to adhere to shipboard curfews.

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.

## 24. 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 US Customs*



*& Immigration will be denied boarding, and such guests shall not be entitled to any refund, nor shall First Class Cruises, LLC, or ROYAL CARIBBEAN GROUP International have any further liability to such guests.*

**Although a passport is not mandatory at this time for US citizens on a "closed-loop" cruise, we strongly recommend that all guests travel with a passport (valid for at least six months beyond the completion of travel). A passport is required for flights to and from the US or Foreign port.**

### **IMPORTANT INFORMATION FOR US GUESTS ONLY**

Please also note 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!

### **US 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 US 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 the exception for closed-loop sailings*) or other WHTI compliant document will be accepted for entry or re-entry into the United States.

US 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** - US Passport must be valid through the dates of travel of the Cruise as well as not expired.
2. **Passport Card**- A valid, unexpired US 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. CBP will accept neither a notarized copy of a birth certificate NOR a Live Hospital Birth Certificate. ***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 is not acceptable. *We highly recommend that if at all possible, guests travel with a Passport.*
5. **Certificate of Naturalization** -*Notarized copies is 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) US 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 before July 1, 2010, are not valid forms of proof of citizenship accepted by US 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:** The CBP has informed us 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 I Hospital Birth Certificate
4. World Passport
5. Social Security Card
6. Voter Registration Card
7. Baptismal Certificate

***These documents are NOT WHTI compliant; therefore, they 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).

## **US ALIEN RESIDENTS & NON-US CITIZENS**

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

US 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.

US 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 the 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/re-entry into the United States. If your ARC was issued over ten years ago, you should check the expiration date printed on the front of the card. If your card is expired or is about to expire, you should renew your card before you sail.

For additional information, visit:

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

## **OTHER NON-US CITIZENS**

All guests of nationalities other than the United States must have a valid passport for six months beyond the period of their intended stay in the United States, along with 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 US 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. US State Department regulations require all guests traveling from visa-waiver countries to have a machine-readable passport that includes a biometric identifier – e.g., embedded digital photograph. Otherwise, guests will be required to obtain a US 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 US Alien Residents may be asked to surrender their passport or Alien Resident Card at the 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 US, 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, 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 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 GROUP will strictly enforce this requirement to comply with this critical US 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 needed) 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 for the child.

**25. 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, vaccinations are recommended, but in some circumstances, they are needed. 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.

**26. PASSENGERS WITH SPECIAL NEEDS**

By booking the Cruise, you represent and warrant to FIRST CLASS CRUISES and ROYAL CARIBBEAN GROUP that you, and those traveling with you, are physically fit to travel at the time of embarkation. Neither FIRST CLASS CRUISES nor ROYAL CARIBBEAN GROUP 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 before 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 GROUP 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 GROUP reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if ROYAL CARIBBEAN GROUP or the ship's Master is not satisfied that the Passenger will be safe during the voyage.

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 FIRST CLASS CRUISES 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. FIRST CLASS CRUISES and ROYAL CARIBBEAN GROUP 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.

## **27. 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 before embarking on the Eagles Fan Cruise). When looking into travel insurance, it is crucial to research and understand what is covered under your policy. While at sea or in port, the availability of medical care may be limited or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care or evacuation may not be available. You agree to indemnify and reimburse FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP if either Party, in its sole discretion, advances to you the cost of emergency medical care, including medical evacuation or medical care provided ashore, as well as transportation or lodging in connection therewith. Neither FIRST CLASS CRUISES nor ROYAL CARIBBEAN GROUP shall have any responsibility to advance any such costs.

## **28. LUGGAGE**

ROYAL CARIBBEAN GROUP and FIRST CLASS CRUISES 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 before 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 on board the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of ROYAL CARIBBEAN GROUP. All luggage, hand-carried or checked is subject to search.

## **29. STATEROOMS**

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

### **30. VENDING**

You may not sell, promote, distribute, or offer for sale any merchandise, goods, souvenirs, or other products on the Cruise without first obtaining FIRST CLASS CRUISES'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).

### **31. PHOTOGRAPHY & VIDEO**

FIRST CLASS CRUISES, the Philadelphia Eagles, or its promotional partners will have photographers, videographers and the like on the Cruise to film or photograph passengers. FIRST CLASS CRUISES, the Philadelphia Eagles 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 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 FIRST CLASS CRUISES or the Philadelphia Eagles. They shall be FIRST CLASS CRUISES's or the Philadelphia Eagles' sole property (ass applicable), free from any claims by passengers or any person deriving any rights or interest from Passenger. A video or crew will be shooting photographs and footage to be used for the promotion of future FIRST CLASS CRUISES 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 FIRST CLASS CRUISES, the Philadelphia Eagles 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.

### **32. 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 or Alumni Events or Activities. Professional quality cameras with detachable lenses and video specific cameras are strictly prohibited. Also, all videotaping or audio recording is not permitted. We appreciate your cooperation!

### **33. REFUSAL OF PASSAGE**

Transportation on the Cruise may be denied to any person who, in FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP 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 state of debarkation. Also, FIRST CLASS CRUISES and ROYAL CARIBBEAN GROUP 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 FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP's sole discretion, to constitute a risk to the person's well-being or the well-being of any other person, and such person waives all claims relating to such actions by FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP.

FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP has the right to disallow booking or boarding to any passenger, who, in the opinion of FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP, may impact the Cruise, the business or reputation of FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP, other passengers, or artists in a harmful or disruptive way. FIRST CLASS CRUISES and ROYAL CARIBBEAN GROUP 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 choices described in this paragraph. Any costs resulting from FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the Passenger.

#### **34. PASSENGER DUTY**

Passenger, or if a minor, his or her parent or guardian, shall be liable to, and shall reimburse ROYAL CARIBBEAN GROUP, FIRST CLASS CRUISES, and the other Released Parties for, any damage to the Released Parties' property, the Vessel, the Transport or any property of ROYAL CARIBBEAN GROUP or FIRST CLASS CRUISES, or claims or losses suffered by or made against ROYAL CARIBBEAN GROUP or FIRST CLASS CRUISES, 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 GROUP, FIRST CLASS CRUISES, 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 the act of any person jeopardizes his/her safety, or if Passenger is injured by the action of any person or in any other incident (collectively referred to as an "Incident"), Passenger shall immediately report this Incident to the FIRST CLASS CRUISES Hospitality Desk onboard the Cruise. In such instance, Passenger shall cooperate with FIRST CLASS CRUISES in any investigation of the Incident that FIRST CLASS CRUISES may conduct, in FIRST CLASS CRUISES's discretion. Passenger acknowledges that a failure to report any Incident to FIRST CLASS CRUISES during the Cruise will hinder and possibly prevent FIRST CLASS CRUISES's ability to investigate such Incidents. In the event of such inability to timely report, FIRST CLASS CRUISES and ROYAL CARIBBEAN GROUP shall have no liability or responsibility to Passenger or others arising out of the Incident.

#### **35. PASSENGER CONDUCT**

During the Cruise, Passenger shall abide by and conduct him/herself in accordance with all rules, regulations, and directions of FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP (the "Rules"), including the Rules outlined 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 events, Passenger shall not (i) attempt to move onto a stage on which an 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 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 comply with the requests of security personnel immediately.

**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 or Alumni events and activities, or creating safety issues for others, and Passenger hereby releases FIRST CLASS CRUISES, the Philadelphia Eagles or ROYAL CARIBBEAN GROUP 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 well-being or engage in a fight or other altercation with any person on board the Cruise.

In the event of a disruption of a Player, Alumni or Entertainer performance by Passenger in violation of the Rules, or a fight in which Passenger is a participant, FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP 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 a refund on unused cruise purchases), or to ban Passenger from attending any future FIRST CLASS CRUISES or any Philadelphia Eagles event.

### **36. 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 FIRST CLASS CRUISES's discretion. In such cases, FIRST CLASS CRUISES and ROYAL CARIBBEAN GROUP shall not be liable for any refund or other compensation or damages.

### **37. 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. ROYAL CARIBBEAN GROUP will retain alcoholic beverages purchased in the ship's gift shops or in ports of the call until the end of the voyage.

### **38. 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, onboard 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 claim 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 bodily harm, 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
- (6) If ROYAL CARIBBEAN GROUP exercises its contractual rights as set forth in the Ticket Contract (see below)
- (7) Any change in scheduled Cruise ports or switches 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 GROUP. 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 actions of any of the Released Parties' employees committed while off duty or outside the course and scope of their employment.

If a court of competent jurisdiction holds any of the preceding to be unenforceable, then the Released Parties' liability shall be limited to the maximum extent permitted by law. Also, 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 FIRST CLASS CRUISES hospitality desk of such injury or illness during the Cruise if the injury or illness first occurred during the Cruise (so that FIRST CLASS CRUISES 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 FIRST CLASS CRUISES within 90 days after the date of the injury, event, illness or death is 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 FIRST CLASS CRUISES 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 FIRST CLASS CRUISES may begin to gather information about such claim while the Cruise is still going on), and full particulars in writing are given to FIRST CLASS CRUISES 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 GROUP BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

### **39. CANCELLATION BY FIRST CLASS CRUISES or ROYAL CARIBBEAN GROUP**

In the event of a strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, or the PHILADELPHIA EAGLES, FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP or the PHILADELPHIA EAGLES in their 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. Neither FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, nor the PHILADELPHIA EAGLES shall be liable for any loss whatsoever to passengers because of such cancellation, advancement, postponement, or substitution. If the Cruise is canceled or postponed, FIRST CLASS CRUISES will advise the Passengers if compensation will be awarded. Under such circumstances, neither FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, 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 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 FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP or the PHILADELPHIA EAGLES.

In the event the March 20,-27th 2022 Eagles Fan Cruise is rescheduled for a future date, or is limited in its capacity to service all previously booked and paid customers due to either passenger or stateroom capacity controls imposed by way of federal, state or government agency regulations related to the operation of passenger ships and beyond the control of FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, or the PHILADELPHIA EAGLES, then FIRST CLASS CRUISES, will rebook and transfer all affected customer reservations to the 7-day March 2023 Eagles Fan Cruise event and credit all submitted payments in addition to extending a \$200.00 Onboard Credit Per Guest listed on the rescheduled reservation. Neither FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, nor the PHILADELPHIA

EAGLES shall be liable for any loss whatsoever to passengers because of such cancellation, rescheduling, or event postponement. If the Cruise or guest reservation is rescheduled as per above circumstances, neither FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, or the PHILADELPHIA EAGLES shall have any further liability for damages or compensation of any kind other than ensuring all affected guest's reservations are properly migrated to the new dates together with all corresponding payments.

#### **40. SHIP-RELATED ISSUES**

The cruise ship itself is controlled and operated by ROYAL CARIBBEAN GROUP, not FIRST CLASS CRUISES or the PHILADELPHIA EAGLES. Passenger acknowledges and agrees that neither FIRST CLASS CRUISES 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 problems on board, departure and arrival times, embarkation and disembarkation times, ship equipment, facilities provided onboard (i.e., swimming pool, bars, furniture, etc.) food and beverages served on the ship, lodging conditions (including beds, room furniture, plumbing, electrical), or ship safety issues.

#### **41. DECISIONS OF ROYAL CARIBBEAN GROUP**

You will receive ROYAL CARIBBEAN GROUP Cruise Ticket Contract Terms and Conditions (the "ROYAL CARIBBEAN GROUP PASSENGER CONTRACT") with your Cruise ticket. A copy of the ROYAL CARIBBEAN GROUP PASSENGER CONTRACT is also available at the website listed at the end of these Terms and Conditions. The ROYAL CARIBBEAN GROUP Cruise Ticket Contract constitutes your Agreement with ROYAL CARIBBEAN GROUP. The ROYAL CARIBBEAN GROUP Contract provides that ROYAL CARIBBEAN GROUP 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 decide to comply with any order, recommendation or direction given by any government or other Person or FIRST CLASS CRUISES; and (iii) it has the right to choose 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 GROUP's exercise of any of its rights as provided above or in the ROYAL CARIBBEAN GROUP 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 any lodging or transportation expenses, as a result of ROYAL CARIBBEAN GROUP'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 GROUP Cruise/Cruise Tour Ticket Contract.

#### **42. 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.

**43. 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, the arbitrator or other adjudicator presiding over such litigation, action, arbitration, or proceeding shall award reimbursement of the fees, costs, and expenses incurred by such Party on an equitable basis.

**44. INTEGRATION CLAUSE**

These agreed-upon Terms are the sole Agreement concerning the subject matter hereof and supersede all proposals, negotiations, conversations, discussions, agreements, 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 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.

**45. SEVERABILITY CLAUSE**

In case anyone 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. Still, 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 to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as considered initially to the fullest extent possible.

**46. MISCELLANEOUS**

ROYAL CARIBBEAN GROUP reserves the right to substitute the Cruise vessel. Any consequences arising out of ROYAL CARIBBEAN GROUP exercise of this right shall be governed by the Agreement between ROYAL CARIBBEAN GROUP and FIRST CLASS CRUISES, and not by the ROYAL CARIBBEAN GROUP agreement with you, the Passenger. Furthermore, in the event of any conflict between the ROYAL CARIBBEAN GROUP Terms and these Terms and Conditions, these Terms and Conditions will prevail.

Also, ROYAL CARIBBEAN GROUP or FIRST CLASS CRUISES may reassign cabins as determined necessary or desirable by the Vessel's Safety Department or FIRST CLASS CRUISES, 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 FIRST CLASS CRUISES, ROYAL CARIBBEAN GROUP, 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 FIRST CLASS CRUISES. The Released Parties are not responsible for any errors, changes, 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 the said travel agent. Passenger shall at all times remain liable to FIRST CLASS CRUISES 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 preceding, the Released Parties claim the 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 FIRST CLASS CRUISES and Passenger and supersede any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision must be made in writing and signed by an authorized representative of FIRST CLASS CRUISES. If any portion shall be determined to be invalid, then said part 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 FIRST CLASS CRUISES's good faith judgment\*\****