

## PASSENGER TERMS AND CONDITIONS FOR WINE PROGRAM ON SILVERSEA CRUISES

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

### ACKNOWLEDGEMENT OF RESPONSIBILITY

Passenger acknowledges:

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

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

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

### LIMITATION OF LIABILITY

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

### CRUISE FARES AND PROMOTIONS

**Door-to-Door All-Inclusive Fares:** Prices are quoted in U.S. Dollars, are per person and based on double occupancy and include shipboard accommodation, Door-to-Door included roundtrip air (see terms below), airport transfers on day of embarkation and disembarkation, onboard meals, select wine & spirits, SSC Included Shore Excursion Program, the Expedition Package (available on Expedition Cruises only), surcharges, government taxes, a nonrefundable limited travel management service fee, and the private Wine Program fee. Fares do not include visas (if applicable), F&WT and certain SSC optional excursions, pre-paid charges, personal charges or optional facilities and service fees as defined in the Ticket. F&WT and SSC reserve the right to correct errors or omissions and to change any and all fares or fees. Prices will

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

**Port-to-Port Cruise Only Fares:** Prices are quoted in U.S. Dollars, are per person and based on double occupancy and include shipboard accommodation, onboard meals, select wine & spirits, SSC Included Shore Excursion Program, surcharges, government taxes, a nonrefundable limited travel management service fee, and the private Wine Program fee. Offer not including or combinable with Silversea's Included Air Programme and Blacklane Private Transfer Services. Full-fare flights, hotels and transfers cannot be added to Port-to-Port Cruise Only bookings. Fares do not include roundtrip air, airport transfers on day of embarkation or disembarkation, visas (if applicable), F&WT and certain SSC optional excursions, pre-paid charges, personal charges or optional facilities and service fees as defined in the Ticket. F&WT and SSC reserve the right to correct errors or omissions and to change any and all fares or fees. Prices will not increase after F&WT receives full payment from Passenger, except for charges resulting from increases in government-imposed taxes, fees or fuel surcharges.

**Door-to-Door Included Free Airfare:** Door-to-Door Included Airfare promotion applies to economy class seating, round-trip flights only from SSC Primary Air Gateways. Door-to-Door Included Airfare is available from other U.S. & Canadian gateways at an additional charge. Door-to-Door Included Airfare promotion includes airline fees, surcharges and government tax. Some airline-imposed charges are additional, including baggage, priority boarding, and special seating may apply. Pre-assigned seating cannot be guaranteed and can incur additional fees. Complete terms and conditions may be found in the Ticket. Early arrival or later departure requires a custom air request for which F&WT strongly recommends Passenger submits an Air Deviation Request to secure the best possible schedule. Such Air Deviation Requests shall be subject to a deviation fee from SSC and a F&WT Air Management Fee of up to \$110.00 per person. Both fees are due at the time of request and are non-refundable. Additional airline fees for deviated schedules may apply. Should Passenger decide to book without the assistance of F&WT, Passenger will receive an air credit. Until deposits are received, SSC reserves the right to change or withdraw this air credit offer.

## **SILVERSEA SHORE EXCURSIONS**

On all **classic cruises** (on *Silver Muse, Silver Moon, Silver Dawn, Silver Spirit, Silver Whisper, Silver Shadow, Silver Nova* and *Silver Ray*) selected shore excursions (one per passenger /day, excluding days-at-sea), if available, will be offered on a complimentary basis. Shore excursions will be bookable on first-come-first-served basis. Shore Excursions may require minimum participation levels to operate so it is recommended to sign up as early as possible. The deadline for booking Shore Excursions on MySilversea is 2 days prior departure date. The Shore Excursions Programme is subject to shore excursion availability in each port and guests' first choice may not be available. The first shore excursion booked in a single day / port, among the shore excursions bookable and available within the Programme, will be considered included, while additional excursions will be charged at full fare. The Shore Excursion Programme does not apply in the embarking and disembarking port. More excursions are available for purchase at full price.

## **TRAVEL INSURANCE**

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

## CANCELLATION OF WINE PROGRAM BY F&WT

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

## CANCELLATION OF CRUISE BY CRUISE LINE OR THIRD PARTY

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

## CANCELLATIONS AND REFUNDS POLICY (*Passenger Initiated Cancellations*)

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

### **Cancellation Penalties:**

<b>From</b>	<b>To</b>	<b>Penalty</b>
Booking	165 Days Prior	\$350 p/p
164 Days Prior	135 Days Prior	25% total cruise fare p/p
134 Days Prior	105 Days Prior	35% total cruise fare p/p
104 Days Prior	75 Days Prior	60% total cruise fare p/p
74 Days Prior	45 Days Prior	85% total cruise fare p/p
44 Days Prior	Departure	100% total cruise fare p/p

**Future Cruise Credit:** For Passenger initiated cancellations submitted to F&WT at least 152 days prior to departure, SSC will convert a portion of the assessed Penalty to a future cruise credit ("FCC"). Within 15 days from the cancellation date, Passenger will receive a FCC certificate in the amount of \$250. The FCC is valid for use 2 years from the date it is issued ("FCC Term"). Any booking made using the FCC must be made within the FCC Term and sailing must commence no later than one year after the expiration of the FCC Term. The FCC is non-refundable and must be presented to your travel consultant and/or SCC reservations agent in advance of booking. The FCC will not be honored onboard the ship and must be redeemed prior to embarking on the selected sailing. The FCC has no cash value and will be forfeited by

Passenger if not used prior to the expiration of the FCC Term. Please consult with F&WT for additional FCC conditions that may apply.

### **CHANGES TO A RESERVATION**

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

### **GUEST ETIQUETTE AND CONSIDERATION**

F&WT reserves the right to ask any Passenger to leave the group who is acting inappropriately and/or who cannot control his or her behavior. In such cases Passenger agrees they shall not be eligible for any refund of the cost of the Cruise or Wine Program. As such, Passenger agrees F&WT shall have no liability for, or obligation to replace unused prepaid trip elements, nor is responsible to provide return transportation to any such Passenger left behind.

### **PHOTO RELEASE**

All Passengers may be photographed and/or videotaped for internal and/or promotional use. By participating in this program, Passenger is granting and conveying to F&WT all rights, title and interest, including but not limited to any royalties, proceeds or other benefit and consent to F&WT using Passenger's name and voice in any medium or format without further compensation or permission.

### **WAIVER**

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

### **DISPUTES**

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

## NOTICE

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

*(Last updated May 8, 2024)*