

## **JAM CRUISE 22 TERMS & CONDITIONS**

### **All Deposits and payments for Jam Cruise 22 are non-refundable.**

Cloud 9 Holdco, LLC ("Company" or "Cloud 9") has a strict cancellation policy for Jam Cruise 22 ("Event") and recommends that all Passengers purchase travel insurance that includes Cancel for Any Reason coverage to give them the most complete protection for their trip.

### **If the Event is postponed, Passengers will be given the opportunity to roll their reservation to the next sailing and/or receive a full refund.**

Be advised that once you place a reservation, as Lead Guest, you are obligated for the full cabin rate based on the full occupancy set forth in the item you purchased.

Through May 21, 2025, you can cancel your Pre-Book Token for a full refund, minus a \$50 administrative fee. Starting May 22, 2025, Pre-Book Tokens become non-refundable.

There will not be any refunds given for unused tickets or reservations, cancellations for any reason received, for those who do not show up on time for embarkation, denied boarding by MSC Cruise Line or the Port, Federal or local authorities, or for any reason after the start of the Event.

**Reservation Cancellation for Non-Payment:** If a scheduled payment in a reservation remains unpaid 48 hours after the late fee or decline payment fee has been assessed the reservation is considered delinquent and is subject to cancellation by the Event.

All cancellations must be submitted in writing by completing the Cancellation Form. If you are unable to fill out the online Cancellation Form, please contact the Company via live chat on the Event website.

Only reservations booked through Cloud 9 will be honored for this Event. Anyone found buying or selling a cabin for more than face value will be cancelled.

## **RELATIONSHIP OF PARTIES**

This Agreement is between you ("You" or "you" or "Passenger" or "Guest"), on the one hand, and Cloud 9 Holdco, LLC ("Company" or "Cloud 9") on the other hand, for Jam Cruise 22 ("Event") taking place February 7, 2026 to February 12, 2026 on MSC Divina ("Ship" or "Cruise Ship") operated by MSC Cruises ("MSC Cruises", "MSC", or "Cruise Line"). You expressly acknowledge and agree that (a) you are purchasing a ticket/package for this Event with the Company, and no other third parties, and (b) Cloud 9 Holdco, LLC and their respective parents, members, partners, affiliates, divisions subsidiaries and assigns are not responsible or liable to you for any and all claims arising from or related to the Event in any manner whatsoever.

Your decision to pay a deposit to book a cabin / purchase an Event ticket or attend Jam Cruise 22 constitutes your acknowledgment of and consent to all of the terms and conditions below, including the limitations of liability presented herein. Any and all disputes and claims whatsoever related to, or involving the Company and/or Event shall be governed by Florida law and the venue for any litigation shall be in Palm Beach County, Florida.

## **PAYMENT TERMS**

In order for a reservation to be confirmed: A \$250.00 per person deposit must be paid via credit card (\$500 for Category 13 and higher). Passengers can pay in full or opt in to the payment plan according to the payment plan schedule listed below. All deposits for reservations made during the Pre-Book Cabin Selection must be paid before the Public On Sale or the reservation becomes subject to cancellation. All deposits for reservations made after Pre Book Cabin Selection must be paid within 24 hours or be subject to cancellation.

1st Payment: June 19th, 2025  
2nd Payment: July 19th, 2025  
3rd Payment: August 19th, 2025  
4th Payment: September 19th, 2025  
5th Payment: October 19th, 2025  
6<sup>th</sup> Payment: November 19th, 2025  
7<sup>th</sup> Payment: December 19th, 2025

**Pay In Full:**

There is a \$200 Pay in Full Discount available to the first 150 cabins to be paid in full. If you plan to pay in full, please pay your deposit and contact the Travel Team via live chat to secure your pay in full discount.

**Payment Plan:**

Guests who do not pay in full will automatically be placed into the Payment Plan and be charged one-time \$35 payment plan fee.

**Method of Payment:**

Personal checks, Cashier's checks, postal money orders and cash are not accepted for Jam Cruise 22. All Payments must be made by Credit Card.

If you feel you have been charged in error, please contact the Travel Team via live chat to discuss resolution prior to filing a dispute.

**RESERVATION FEES**

Payment Plan Fee: Guests who do not pay in full at the time of booking are subject to a one-time \$35 payment plan fee.

Declined Payment/ Late Payment Fees: If your payment declines, you will have 48 hours to remit payment without penalty. A fee of \$35 will be applied if your payment is not successfully re-submitted within 48 hours of the payment date.

Overpayment Reversal Fee: In the event a guest overpays and wishes to reverse partial or change the payment method, a fee of 3.5% of the requested amount will be applied to the reservation and must be paid in full at the time of the refund.

Reservation Reinstatement Fee: In the event a cancelled reservation is reinstated at the request of the guest, that reservation is subject to a \$75 per occupancy Reinstatement Fee.

**NAME CHANGES AND ADDITIONS**

There will be no Name Changes or Guest Additions permitted starting December 18, 2025.

The Guest that places the reservation is considered the "Lead Passenger" or "Lead Guest" and is the owner of the reservation. They must agree and initiate any changes in the reservation. The Lead Passenger is responsible for receiving all communications, selecting the cabin at the time of booking, and making sure all payments are made in a timely manner.

Be advised that once you book a cabin as Lead Passenger, you are obligated for the full cabin rate based on the full occupancy set forth in the item you purchased.

Any Guest having financial responsibility for making their own payments must give permission in writing before they can be removed from the reservation. If a non-lead Guest financially responsible for their portion of the reservation has missed a payment and cannot be reached by the Lead Guest or the Event within 48 hours of the late payment, that person's portion may be cancelled and can be removed without permission. Any funds previously paid by a cancelled guest will be retained by the Event and cannot be used towards a new guest.

Complimentary name changes and guest additions will be accepted through September 31, 2025, for all but the Lead Passenger.

#### **Lead Guest Name Change Fees:**

- Any change of the Lead Guest will be subject to a \$150 Primary change fee through November 1, 2025.
- Lead Guest name changes after November 1, 2025 will be \$225.

#### **Name Change and Name Addition Fees for Non-Lead Guests:**

- Starting October 1, 2025, continuing through November 1, 2025, all name changes and guest additions will be subject to a \$125 name change fee per person.
- Starting November 2, 2025, continuing through December 17, 2025, all name changes and guest additions will be subject to a \$225 name change fee per person.
- December 17, 2025 will be the last day to submit name changes to your reservation for the event.
- Starting December 18, 2025, you will not be able to change your reservation. We suggest buying travel insurance in case you are not able to attend the Event.

#### **UPGRADES & DOWNGRADES**

The Event does not permit any downgrades of cabins on reservations. A downgrade is defined as a cabin of a lower (i.e., less expensive per person) category, or from a triple occupancy to a double occupancy cabin, even where such cabin is of a higher (i.e., more expensive per person) category. If you wish to downgrade, you must cancel your current reservation, pay all applicable fees and book a new reservation.

You can upgrade without penalty or any additional fees. An upgrade is defined as going into a higher cabin category and/or going from a double occupancy to a triple occupancy, even if such triple occupancy cabin is of a lower category of cabin type than the original cabin purchased.

Any Guest having financial responsibility for making their own payments must give permission in writing before they can be removed from the reservation. If a non-Lead Guest is financially responsible for their portion of the reservation has missed a payment and cannot be reached by the Lead Guest or the Event, that person's portion will be cancelled per the Cancellation schedule set forth by the event and can be removed without permission.

#### **AGE MINIMUM**

Guests must be 21 years or older to be admitted to the Event, unless accompanied by an adult.

## **RATES**

Rates include ocean transportation, accommodations on board the Ship, most meals on board the Ship, all public concerts, use of the pool, health and fitness centers, gratuities for cabin stewards, port charges, greening surcharge and service fees. Rates do not include shore excursions, laundry or valet service, or any other items purchased aboard ship of a personal nature such as spa services, casino play, wine, liquor, beverage, mini-bar, gratuities for bar purchases, specialty dining, certain activities, phone calls, internet, etc. All rates noted on the Event website are in US dollars, per person.

## **GRATUITIES/PORT CHARGES/SERVICE FEES**

Prices and fees are subject to change and are based on availability. All rates are per person. Add \$325 per person for fees, which include gratuities, port charges, ticketing fees, and greening surcharge. \$20 of these fees (per passenger) will support Positive Legacy & the Greening program. A portion of these funds will be applied towards our efforts to offset the ecological footprint of the Event and support humanitarian efforts in port. Additional service charges may be charged by MSC at points of sale for bar service, etc.

## **FUEL SURCHARGE**

Passenger agrees that MSC hereby reserves the right to charge Passenger a fuel supplement charge in the instance that MSC implements such supplement charge fleetwide. MSC agrees that the fuel supplement charge will not exceed US \$30.00 per person, per day, per itinerary.

## **TRAVEL DOCUMENTS**

All passengers are required to have a valid Passport. For passengers (US Citizens Only) without passports, a Passport Card will be accepted for boarding. An original (no photocopies) birth certificate and valid Real ID MAY be accepted for boarding, although this is at the sole discretion of the authorities in the cruise terminal; Passenger may be denied boarding without a Passport or Passport Card. Passengers MUST have a valid passport to disembark the Ship early during the Event in any port.

Non-US Citizens, and non-permanent residents living in the US on a student or work Visa are responsible for obtaining the correct travel documentation to exit and return to the US. Passengers are responsible for obtaining all travel documents as well as complying with Customs and Immigration or any other governmental requirements. Passengers will be required to comply with any and all security measures imposed by governments, which are subject to change. Failure to possess the required travel documents may prevent Passenger from being able to travel; in such event, no refunds shall be provided. All foreign travelers should check with local authorities to confirm and make sure that all required travel documents are obtained.

The U.S. State Department has enacted the "Western Hemisphere Travel Initiative." U.S. and Canadian citizens will be required to carry a valid Passport for travel. Please also note that the U.S. State Department may change their policies from time to time and the Company cannot be liable for such changes or how those changes may impact your ability to attend the Event.

## **TRAVEL INSURANCE**

The Event has a very strict cancellation policy and highly recommends that all guests purchase travel insurance. Please note that the sale of travel insurance for the Event is administered by IMG. Their travel insurance contract is subject to additional terms and conditions related to IMG policies and the conditions set forth therein, which are accessible on the Event website. You can contact them at 866-368-3724.

Once a policy is issued, it cannot be transferred, nor the policy amount reduced. If you need to increase your policy amount, please contact ITravelInsured to add a supplement to your policy.

Within 10 days of purchasing the policy, you may cancel it and ITravelInsured will refund the amount of your policy, as long as you have not already departed on your covered trip or filed a claim, and the travel insurance policy will be void from the beginning. No refunds shall be issued after 10 days of purchasing the policy.

For pre-existing conditions to be covered or to file a "Cancel for Any Reason" claim, you must purchase full trip coverage insurance within 20 days of making your initial deposit for the Event and you must be medically able to travel at the time of purchase and cancel your reservation 48 hours before your departure flight. Other restrictions may apply. Written notice of any and all claims must be given to IMG within 90 days from the date of loss, except as otherwise prohibited by law. You have a duty to make all reasonable efforts to minimize losses from any insured benefit.

### **SERVICES ON CRUISE SHIP**

Aside from the Concert activities related to the Event, all services on the Ship are provided by MSC Cruises, including the serving of all food, beverages, and the maintenance and upkeep of the cabins and all Ship facilities. Any issues with these services shall be directed to MSC Cruises. The Company and Event are not responsible for any errors, omissions, injuries, accidents, illnesses or the like resulting from services provided by MSC Cruises.

Valuables and personal funds should be placed at your own discretion in the safe deposit boxes in your cabin. All charges onboard the Ship are on a cashless basis, with credit being established before boarding the ship. Payment at the end of the cruise may be made by credit card (Visa, MasterCard or American Express) or cash.

### **REFUSAL OF PASSAGE/TERMINATION OF TRIP OR EVENT**

The Company expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

The Company and/or MSC Cruises may, at their absolute discretion, require any person to withdraw from the Event if it is deemed that your acts or conduct is offensive, disorderly, and/or a nuisance to other passengers, the ship, or yourself, and in such case the Company shall have no liability to you as a consequence of the early or other termination of your trip and/or Event, nor shall Company be required to pay you any refund.

### **ALCOHOLIC BEVERAGE POLICY**

You acknowledge and agree that you will not sit on or pass over any railing, enter any prohibited area, or otherwise endanger yourself by your own negligence, including but not limited to being impaired by the use of alcohol, and/or under the influence of any controlled substance.

Liquor sales and bar services are facilitated during the Event by MSC Cruises and its affiliates. Passengers are prohibited from bringing any and all alcoholic beverages, non-alcoholic beverages or food onboard. Alcoholic beverages will not be sold or served by MSC to anyone under the age of 21. MSC Cruises reserves the right to refuse the sale of alcoholic beverages to anyone. MSC Cruises will retain alcoholic beverages purchased in the ship's gift shops or in ports of call until the end of the voyage.

The Event reserves the right to make recommendations to MSC Cruises to discontinue alcohol sales to you at any time. Company and MSC Cruises urge all passengers to drink responsibly at all times and cannot be responsible for actions that result from the over-consumption of alcohol. In order to discourage the over-consumption of alcohol, no unlimited drink packages shall be offered during the Event. If MSC Cruises elects to offer pre-paid drink packages, such packages shall utilize dated coupons and MSC Cruises shall set in its sole discretion the maximum number of drink tickets which shall be valid on any single day. There shall be no refund for unused drink tickets.

All passengers may be required by Company and/or MSC Cruises to sign a form acknowledging and agreeing to the drug zero tolerance policy, responsible consumption of alcohol policy, conduct policy and disembarkation and voyage termination policies set forth herein before being permitted to embark on the Ship for the Event. In the event you sustain an accident or injury while on board, you may be requested to submit to drug and alcohol testing by MSC Cruises and its affiliates or its assignees, and/or Company. Any refusal to submit to such tests shall result in the presumption that you were under the influence of drugs and/or alcohol at the time of the incident, and that such refusal shall give MSC Cruises the right to disembark you from the vessel at the next port of call with no refund and no return passage.

## **SMOKING POLICY**

You acknowledge and agree to the Company and MSC Cruises no smoking policy, which applies throughout the ship except in limited outdoor designated smoking areas in public areas on the Ship. Only commercially sold tobacco cigarettes and lawful electronic cigarettes shall be permitted. No pipes, cigars, or illegal substances are permitted. No smoking of any kind shall be permitted in cabins or outside on balconies. Any passengers who are found in violation of the smoking policy in their cabin will be fined \$250 per occurrence as per MSC Cruises policy. Charges will appear on your onboard account and must be paid prior to disembarkation.

## **PHOTOGRAPHY & VIDEO POLICY**

Due to contractual agreements with each Artist, Cloud 9 Holdco, LLC strictly prohibits Guests in attendance from video recording all Artist performances. Guests may capture brief, favorite moments on their cell phones - however, professional recording equipment, personal recording equipment, tripods, rigs, and other devices that connect to structures to hold recording devices are not prohibited. Please respect Event & Artist wishes and DO NOT record Artist's performances for more than a brief moment. Recording or transmitting any video in excess of fifteen (15) seconds (regardless of whether it is a single video or series) is strictly prohibited. Any recordings captured during the Event are for personal use only. Recording and transmitting any report, picture or reproduction of the event is unauthorized, except for limited non-commercial purposes on personal social media channels only. Guests are solely responsible for and required to obtain any and all permissions required prior to posting, including but not limited to music clearances. We reserve the right to withdraw our sanction of video recording, sharing, and/or non-commercial digital audio file transfers on a case-specific basis or in general, as we deem necessary.

## **PHOTOGRAPHY & VIDEO RELEASE**

Video or audio recording, filming, or photographs may occur onboard Jam Cruise 22, which may be owned, licensed, assigned or distributed nationwide and worldwide by Cloud 9 Holdco, LLC their affiliates and assignees. By signing the Jam Cruise 22 reservation form, you allow, waive and authorize Cloud 9 Holdco, LLC, their affiliates and assignees the right to use your likeness in any manner whatsoever. You will not receive any compensation for such use and waive any right to bring any action in law or equity against allow Cloud 9 Holdco, LLC, their affiliates and assignees for such use.

## **AUDIO RECORDING POLICY**

While taping aboard Jam Cruise is generally permitted, some artists may not want their sets recorded. If this is the case, the Safety Team may request that taping equipment be removed from a venue. Please respect the wishes of the artists.

Audio recording on Jam Cruise 22 is authorized for non-commercial purposes only. Unauthorized sale, duplication and/or distribution is strictly forbidden. All Jam Cruise 22 performances and recordings are the exclusive property of Cloud 9 Holdco, LLC. We reserve the right to withdraw our sanction of recording, tape trading, and/or non-commercial digital audio file transfers on a case-specific basis or in general, as deemed necessary.

## **ZERO TOLERANCE POLICY**

By paying a deposit and purchasing a cabin or being added to the reservation of another passenger's cabin to attend the Event, you acknowledge and consent to all luggage screening conducted by authorities at Port Miami and on the ship. All luggage will be screened for illegal controlled substances and alcohol, including but not limited to screening or hand-checked by authorities and/or dogs at embarkation and at all ports of call when entering the ship. Drug detection dogs may also patrol the ship before, during and after the Event. Guests caught with illegal street drugs, guests who disturb the peace or safety of the vessel, or guests who damage or destroy shipboard property may be detained aboard the ship at the discretion of MSC Cruise Lines or may be disembarked with no refund or return passage, and will be turned over to law enforcement in the next port of call. Any passengers who are determined to be intoxicated and/or disorderly will be refused service on board the Ship. Any passengers who are found to be under the influence of illegal, controlled substances will be placed under supervision until the ship arrives in the next port of call and will be handed over to authorities if deemed reasonably necessary by the Ship. Any violation of the law will result in immediate arrest and/or disembarkation from the vessel as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such cases the Company and MSC Cruises shall not be liable for any refund or other compensation for damages.

## **SERVICE ANIMALS**

Animals and/or pets other than recognized assistance dogs are not allowed onboard the Vessel under any circumstances without MSC Cruise Lines and Cloud 9 Holdco, LLC's permission in writing. Any such animals or pets brought onboard by the Passenger without permission will be taken into custody and arrangements will be made for the animal to be landed at the next port of call at the Passenger's sole expense.

MSC and/or its servants and/or agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, neither Cloud 9 Holdco, LLC nor MSC Cruise Lines is liable to the Passenger in respect of any loss or injury to the pet or animal while aboard or in port during Jam Cruise.

Recognized assistance dogs are subject to and must comply with national and EU Regulations regarding health, inoculations, training and travel. It is the passenger's responsibility to have all necessary papers and check the position prior to the cruise and to be satisfied that the assistance dog can be carried to the ports of embarkation and disembarkation and that the dog is not prohibited from going ashore at the various ports of call.

## **VENDING**

No vending of any kind is allowed at the event. This means, do not make t-shirts, hats, posters, jewelry or anything else to sell at the Event. Anyone found in violation of this policy will have their unauthorized merchandise confiscated and may be removed from the Event. This policy will be strictly enforced.

## **RESPONSIBILITY AND LIMITATION OF LIABILITY**

Under these terms and conditions, liability by Guests for damage to or theft of luggage, personal property, delay, circumstances on the cruise or elsewhere is limited. In addition, your right to recover in a legal proceeding will be based upon the applicable law and forum stated in these Terms & Conditions. You will find on each cruise certain independent concessionaires. The Company accepts no responsibility whatsoever for the actions of these independent concessionaires and acts only as a third-party referring their services to you without further liability.

It is understood and acknowledged that the Company is an outside, independent entity and does not own, retain, or have any control over MSC Cruises or any of its employees or independent contractors. In consideration of participating and attending the Event, you voluntarily assume all risks while at the Event and on the Ship and release the Company, along with their respective parents, members, partners,

affiliates, divisions, subsidiaries and assigns, of and from any and all liability, actions, causes of action, suits, injury or death, loss or damage of property, claims, attorney's fees and demands whatsoever that may be sustained by you at the Event. This release shall be binding upon you, and your heirs, next of kin, executors and personal representatives.

The Company cannot be held responsible for changes on the Ship that vary from what is noted on the Event website and/or in the reservation booking system at the time of purchase or anytime leading up to the event or during the event. The MSC Divina is operated under the direction of MSC Cruises, its management and affiliates, and may change their offerings at their own discretion and retains the right to do so. The Event will do their best to please the passengers in attendance but does not control the actions of MSC Cruises and acts only as a third party hosting an event on their property. Any issues arising between passengers and the Ship pertaining to Ship matters shall be taken up with the cruise line directly, and while the Company may assist on our passenger's behalf, ultimately the Company cannot be held responsible for actions, incidents, policies, or procedures that are employed by MSC Cruises and its affiliates.

Your decision to purchase and pay a deposit for the Event constitutes your acknowledgment of and consent to all of the terms and conditions related to this purchase, including the limitations of liability described herein. All disputes and matters whatsoever related to or involving the Company, shall be governed by and litigated in the County of Palm Beach, State of Florida.

### **LAND PACKAGES / SHORE EXCURSIONS**

Shore excursions are offered for your enjoyment at a moderate extra cost. Local tourist service companies operate each tour in the various ports of call. The following are not under the control of the Event: hotel stays, car rentals, sightseeing excursions, dive programs, shore-side restaurants, transportation by air, rail, bus, or other means, and any other service provided by a third party. The arrangements are made only as a convenience to the passenger. The Company shall not be liable for services and facilities provided by independent contractors resulting in any loss, damage, injury, death, or illness nor cost of any delay or cancellation.

Cloud 9 Holdco, LLC and their respective parents, members, partners, affiliates, divisions, subsidiaries and assigns expressly disclaim any responsibility for your personal enjoyment, personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

### **ACTIVITIES**

Guest hereby assumes all of the risks of participating in any and all Activities associated with the Event, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. A) Guests WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur, including traveling to and from this Activity, THE FOLLOWING ENTITIES OR PERSONS: Cloud 9 Holdco, LLC, their respective parents, members, partners, affiliates, divisions, subsidiaries, assigns, directors, officers, employees, volunteers, representatives, vendors, contractors and the activity holders, sponsors, and volunteers; (B) INDEMNIFY, DEFEND, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.



## **ADDITIONAL MSC CRUISES TERMS & CONDITIONS**

In addition to the terms outlined herein, you are also bound by the Terms & Conditions set forth in the MSC Cruises [ticket documentation](#) and [passenger agreement](#). However, the payment dates, reservation policies, cancellation policies, reservation changes, set forth at the time of purchase supersede those policies set forth in the MSC Passenger Contract.

## **HEALTH CONSIDERATIONS/PREGNANCY POLICY**

**Please be advised that guests who are 24 weeks or more into their pregnancy at the time of the voyage will not be permitted to sail because of the risk of premature labor.**

Persons who have a physical or mental disability or a medical condition must notify the Company in writing at the time reservation is made or at the time the medical condition is discovered – whichever comes first. This information may be forwarded to MSC Cruises to the ship's doctor for review. Failure to provide such information prior to sailing may lead to the cancellation of your reservation with the appropriate cancellation penalties applied. If sufficient time is NOT provided to make adequate determination of medical conditions or requirements, the Event and MSC Cruises reserves the right to revoke or refuse passage to anyone who may, in the sole judgment of MSC Cruises, require treatment, care or attention beyond that which the ship's facility can provide or whose mental or physical condition may make them incapable of a cruise voyage with you suffering the appropriate cancellation penalties.

To the extent applicable, Purchaser shall advise all disabled or special needs persons who may become passengers as a result of this Agreement that (i) international safety requirements and U.S. Coast Guard regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing, (ii) for reasons of passenger safety and well-being, persons who are unable to care for their basic needs (e.g. dressing, eating and attending safety drills) must have a capable traveling adult companion who may be required to share a cabin with such person, (iii) certain ship transfer operations may not be fully accessible to wheelchairs or scooters and some guests with limited mobility may find it difficult to embark or disembark the ship at certain times while at dock or while tendering due to steep gangways and steps, particularly during low or high tide, and (iv) certain third party transfer and shore excursion facilities may not be fully accessible to guests with disabilities.

Any or special needs persons requiring special medical, physical or other requirements including whether such persons intend to bring a scooter, wheelchair or other device to assist with mobility, must be reported to MSC when the manifest for such passenger with such disability or special needs is provided by Purchaser. It is understood and agreed that pregnancy shall be regarded as a physical disability and application for passage from an expectant mother must be accompanied by a medical certificate establishing her fitness for travel. MSC reserves the right to refuse passage to anyone, including women in advanced stages of pregnancy, who is, in the sole judgment of MSC, in such physical or mental condition as to be unfit for travel or who may require care and attention beyond that which MSC can provide.

Passengers wishing special diets or facing physical disabilities must notify the Event in writing of such requests at least 60 days prior to sailing.

## **HEALTH AND FITNESS TO TRAVEL**

The Passenger warrants that he/she is fit to travel by sea and that his conduct or condition will not impair the safety of the Cruise Ship or inconvenience the other Passengers. Any passenger with a condition that may affect his/her fitness to travel is strongly encouraged to check with their personal physician regarding their ability to travel and to obtain a written physician's certificate of Passenger's fitness for an international sea voyage. If it appears to the Company, the Master or the Cruise Ship's Doctor in their sole discretion that a Passenger is for any reason unfit to travel, likely to endanger health or safety, likely to be refused permission to land at any port, or likely to render the Company liable for Passenger maintenance, support or repatriation, then the Company or the Master shall have the right to take any of the following courses and the Company shall have no further liability to Passenger: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another berth or cabin; (iv) If

the Cruise Ship doctor considers it advisable, to place and confine the Passenger in the Cruise Ship's Infirmary, to Passenger's cabin or any other cabin, or to transfer the Passenger to a health facility at any port, all at the Passenger's expense. Passenger acknowledges that travel by sea involves certain risks and hazards including motion of the vessel by sea conditions and the delay and/or impossibility of immediate evacuation from the vessel in the event of a medical emergency depending on the vessel's location and prevailing sea and weather conditions. The Company shall have no liability and shall owe no full or partial refund in the event the Passenger is refused passage, disembarked, confined to the infirmary or their cabin, or transferred to another berth or cabin pursuant to this section.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for health and safety reasons carry pregnant Passengers of 24 weeks or more at the time of embarkation. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage.

The Company expressly reserves the right to refuse boarding rights to any Passenger who appears to be in any advanced state of pregnancy and shall have no liability in respect of such refusal.

## **MEDICAL SERVICES**

The MSC Divina has an onboard infirmary staffed by medical professionals that is equipped to handle most emergencies and routine medical procedures. The infirmary has medication for seasickness and other commonly distributed medication. A fee will be charged for onboard medical services. If the situation exceeds the capacity of the onboard infirmary, you will be transferred to medical facilities on shore. The Event strongly recommends that you purchase travel insurance.

Medical services are available on board the Cruise Ship as a convenience to the Passenger. The Cruise Ship's doctor and medical personnel are independent contractors and/or vendors and are entitled to charge Passengers for any medical services and medicines provided. The Cruise Ship's doctor and medical personnel are not under the Company's or master's control for treating Passengers, and the Company shall not be liable in any way for medical services or medicines provided or not provided. Medical facilities onboard and in the various ports of call may be limited. The Company shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. The Company shall not be responsible to provide wheelchairs or other mobility devices. Passengers who require such devices must supply their own or make arrangements to have one delivered onboard prior to their embarkation. Passengers using wheelchairs or other mobility assistance devices are responsible to check that suitable accommodations are available at the time of booking and should verify with the Company the particular dimensions of the requested stateroom, including but not limited to door widths, and other vessel accessibility features. The Company supports the right of persons with disabilities to travel onboard its vessels. The Carrier shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by the Carrier or the Master or the doctor, the Passenger concerned shall be liable for the full charge or cost thereof and shall indemnify the Carrier upon first demand of any costs incurred by the Carrier, its Servants or Agents. Passengers who by reason of illness or through any other cause require special or extra accommodation or special or extra attention during the course of the voyage will be charged accordingly.

## **DAMAGE TO THE SHIP OR EQUIPMENT**

Any passenger action, which results in damages of any kind to the Ship or Event equipment, is the responsibility of the passenger; replacement costs will be determined and assessed to the passenger prior to their disembarkation. In the event the damage is not discovered until after disembarkation, and the damage is within a passenger cabin, the lead passenger shall be liable to the Event for the replacement costs for the damage therein.

## **AUTHORITY OF THE MASTER TO TERMINATE VOYAGE**

In the event the Ship's Master determines, at his sole discretion, that the passenger's conduct, intoxication or activity therein endangers the Ship or reduces the ability of the vessel to safely muster passengers in the event of emergency, the Master shall have absolute discretion to discontinue the voyage and return the vessel to its port of embarkation, in which case the Company, along with their respective parents, members, partners, affiliates, divisions, subsidiaries and assigns, and MSC Cruises shall have no further liability to passengers for any claims related to such termination of voyage. You agree to indemnify and hold harmless the Company and their respective parents, members, partners, affiliates, divisions, subsidiaries and assigns and MSC Cruises from any and all claims that may arise in the event the Master takes such action.

## **FORCE MAJEURE & EVENTS BEYOND THE COMPANY'S CONTROL**

The Company, and their respective parents, members, partners, affiliates, divisions, subsidiaries and assigns, shall not be liable for any loss, injury, damage, or inability to carry out the Event arising from any Force Majeure circumstances including, but not limited to: war, terrorism, fire, natural disasters, Acts of God, labor strikes, bankruptcy, inability to procure fuel, Acts of State, failure of subcontractors to perform, or any other events beyond the Company's reasonable control. In the event that this Event is cancelled because of a circumstance or occurrence outside of the control of the Company, including but not limited to force majeure events (such as acts of nature, fire, earthquake, government imposed travel restrictions; terrorism etc.), which cancellation shall be made in Company's sole and exclusive discretion, Company shall not be liable for any damages, including but not limited to compensatory, nominal or consequential damages.

The Company shall not be liable to Passenger and Passenger shall not be entitled to any refund if Passenger is unable to reach the scheduled port of embarkation due to airline strikes, cancelled flights, volcanic eruptions or other natural conditions of the earth or weather which make it difficult or impossible for Passenger to travel to the vessel's port of embarkation.

## **ADDITIONAL TERMS & CONDITIONS**

The Event reserves the right, at any time, to modify, change, postpone or abandon all or any part of the cruise program. In this case, the Company will NOT be responsible for any loss or expense caused by reason of such changes or abandonment. Refunds are not made to guests who elect not to stay through the duration of the event or who are forced to disembark early for any reason or cause whatsoever. All artists advertised have confirmed their appearance for the Event; however, the artists are subject to change. Unforeseen illnesses, circumstances, and contingencies may arise causing a cancellation by an Artist booked for the Event. Under these circumstances, the Company reserves the right in its sole and exclusive discretion to alter or cancel the band(s) contracted for and/or advertised for this Event. You expressly acknowledge that certain Cruise Ship offerings may change from time to time or be cancelled and agree that Company shall not be held responsible for such occurrences made by the Ship or the Event. The Company reserves the right to change the itinerary, schedule, and/or lineup and in such event(s) shall not be responsible or liable to you whatsoever including but not limited to, for any compensatory, nominal or consequential damages.

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 Cloud 9 Holdco, LLC 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.

The Ship and other third parties may require you to present a credit card or cash deposit upon check-in to cover incidentals and additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Company for the Event or other transaction. You acknowledge that the Ship and some third parties offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such third party's rules and restrictions may result in cancellation of your reservation(s) for the Event, in your being denied access to the Event, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

All third parties are independent contractors or vendors and not agents or employees of the Company. The Company is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage or other damages or expenses related therein.

A reservation/ticket to the Event is a revocable license. The Company reserves the right, without refund of any portion of the price paid or other compensation to you, to refuse admission or to eject any person from the Event, and/or withdraw or refuse to begin services or provide goods to any person, who fails to comply with Company's zero tolerance policy or is otherwise disorderly or conducting themselves in a way that is in violation of the rules of an applicable third party (Cruise Ship, DMC, tour operator, supplier, excursions company, ground transportation provider, etc.) and/or applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is deemed by Company or the applicable third party as illegal, disorderly, vulgar, abusive, threatening, aggressive, or out of compliance with this policy or the applicable third party's terms, conditions, rules or policies, in whole or in part, or whose conduct is deemed by Company or the applicable third party as illegal, disorderly, vulgar, abusive, threatening, aggressive, or out of compliance with the applicable third party's terms, conditions, rules or policies.

## **RIGHT TO CHANGE ITINERARY**

The Company reserves the right, at any time, to change, postpone or abandon all or any part of the cruise program and to change the itinerary whenever advisable or necessary. In this case, the Company will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds are not made to passengers who elect not to complete the cruise for any reason or cause whatsoever, including any changes to the Artist Lineup for the Event.

Cruise Ship information and descriptions therein on the Event website and on other third-party websites (including, without limitation, photographs, videos, editorials, amenities, and cruise line descriptions) are provided by MSC Cruises, suppliers and service providers. This information is provided to serve as a general guideline and while we can direct you to such information as a reference, the Company does not guarantee its accuracy.

## **YOUR REPRESENTATIONS AND WARRANTIES TO COMPANY**

Without limiting anything set forth in this agreement, you hereby represent and warrant that (a) you will not violate any applicable laws, ordinances and/or regulations at or in connection with the Event and/or activities corresponding to your transactions with Company and/or via the ticketing website; (b) you are of sufficient legal age and authority to enter into any transaction with Company and/or via the reservations ticketing website, to attend the Event, and to create legal binding obligations for any liability you may incur as a result of entering into this agreement; (c) you are an authorized user of the credit or debit card used to enter into any transaction with Company and/or via the reservations ticketing website; (d) you shall at all times be in compliance with any and all terms, conditions, policies and rules set forth by Company and/or any applicable third party; (e) you have obtained any and all passports, visas, health information and/or other permission necessary in connection with your transaction with Company and/or via the reservations ticketing website; and (f) you will not attempt to charge back your purchase with your bank or credit card company. Any attempt by you to charge back any or part of the purchase price or other charges incurred in connection with the Event, shall allow Company to (a) cancel your reservation for the then-current or any future Events, or (b) refuse to accept any reservation for any upcoming Event(s).

**ADDITIONAL MSC CRUISES TERMS & CONDITIONS**

In addition to the terms outlined herein, you are also bound by the [Terms & Conditions](#) set forth in the MSC Cruises ticket documentation and passenger agreement.