

## 2018 La Banda Cruise

### IMPORTANT NOTICE!

### PLEASE REMEMBER ALL PAYMENTS ARE NON-REFUNDABLE

THE FOLLOWING DOCUMENTS [COLLECTIVELY, THE "CONTRACT"] CONTAIN:

1. (A) THE CONTRACT BETWEEN YOU AND CARNIVAL CRUISE LINE [THE "TICKET CONTRACT"] ATTACHED HERETO AS EXHIBIT "A" AND
2. (B) THESE SUPPLEMENTAL TERMS, CONDITIONS AND LIMITATIONS AS BETWEEN YOU AND EPIC FUN CHARTERS, LLC [THE "SUPPLEMENTAL CONTRACT"] WITH RESPECT TO THE CRUISE AS SET FORTH BELOW:

THESE DOCUMENTS CONTAIN IMPORTANT **LIMITATIONS** ON AND/OR TO YOUR RIGHTS AND BOTH THE TICKET CONTRACT AND THE SUPPLEMENTAL CONTRACT TOGETHER CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND CARNIVAL CRUISE LINE AND BETWEEN YOU AND EPIC (AS DEFINED BELOW). PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTIONS 1 THROUGH 16 OF THE CARNIVAL CRUISE LINE TICKET (below) AND SECTIONS 1 THROUGH 11 OF THE EPIC / LA BANDA CRUISE 2018 SUPPLEMENTAL TERMS AND CONDITIONS AND RETAIN THEM FOR YOUR FUTURE REFERENCE.

La Banda Cruise 2018 Terms and Conditions, consisting of the Ticket Contract and the Supplemental Contract are subject to change at any time. The Carnival Cruise Line ticketing contract text appended hereto as Exhibit "A" was current as of July 18, 2016 but could be changed at any time without notice. For the most current Carnival Cruise Line ticketing contract visit:

[www.carnival.com](http://www.carnival.com)

All references to "Epic" shall be understood to include Epic Fun Charters, LLC and any entity wholly owned by Epic Fun Charters, LLC or affiliated through ownership with the owners of Epic Fun Charters, LLC. All references to "Carnival" to "Cruise Line" or to "Carnival Cruise Line" shall be understood to mean Carnival Cruise Line. For purposes hereof, each reference to a Carnival Cruise Line "promotional partner" shall include Epic, but in no instance shall the Cruise Line be (or will you reasonably be able to think that the Cruise Line appears to be) Epic's principal or agent; likewise, in no instance shall Epic be (or will you reasonably be able to think that the Epic appears to be) the Cruise Line's principal or agent. **You acknowledge and expressly agree that "Epic" solely in their capacity as independent contractors in reselling accommodations aboard this Cruise has no 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 without limitation persons furnishing services to the vessel or to the guests including shore side excursions, personnel, or contractors, embarkation and disembarkation to and from the vessel, conditions of the vessel and its equipment.** All references to the "Cruise" or to "La Banda Cruise 2018" (or any variation of the event name) shall be understood to refer to the promotional title La Banda Cruise 2018, which shall happen to take place aboard a Carnival Cruise Line vessel. All references to "Guest" shall have the same meaning as "Passenger" for purposes of this Contract (including the Ticket Contract and the Supplemental Contract") and shall include each person listed on a Ticket Contract and each person, other than Epic personnel, Carnival Cruise Line personnel, and artists and artist personnel, who embarks on the Cruise or attends any Cruise or Cruise related event, whether or not listed on a Cruise Ticket Contract. All terms shall be considered gender neutral and pronouns shall refer to the masculine and feminine as context requires.

Each Guest's reservation for La Banda Cruise 2018, acceptance and/or use of the Ticket Contract, embarkation on the Cruise, and attendance at any Cruise event constitute the acceptance of and agreement to this Contract including the Ticket Contract and the Supplemental Contract.

By purchasing or accepting the Ticket Contract you represent to and for the benefit of Epic and Carnival Cruise Line that you are authorized by all Guests named in your reservation group, including each minor, if any, to accept and agree on behalf of each such Guest to be bound by all the Terms and Conditions of this Contract including the Ticket Contract and Supplemental Contract, which are set forth or incorporated herein by reference; you further hereby agree to indemnify and hold Epic harmless from any and all third party claims that arise or may arise out of the acceptance of this Contract including the Ticket Contract and Supplemental Contract. This Contract is not transferrable and you may not sell or assign it. It is valid only on the vessel and for the voyage and event indicated. This Contract may not be modified except in writing signed by Epic and the Carnival Cruise Line Ticket Contract may not be modified except as provided therein. The terms, conditions and limitations herein shall apply to any and all disputes between you and Epic, regardless whether arising aboard the vessel or in any other place, location or any mode of transportation whatsoever. All rights, defenses, disclaimers and limitations of liability set forth herein shall inure to the benefit of Epic. Neither Epic, nor any of its employees have any authority to change, modify, alter or suspend any of the provisions of the Contract between the Guest and Carnival Cruise Line which shall govern the relationship between Guest and Carnival Cruise Line exclusively.

## **EPIC SUPPLEMENTAL TERMS AND CONDITIONS**

The following Supplemental Terms and Conditions are incorporated in and made a part of the Contract between each Guest and Epic. Each reservation or acceptance or utilization of the Carnival Cruise Line Ticket Contract or embarkation on the Cruise or attendance at any Cruise related event constitutes agreement with and acceptance of the following Supplemental Terms and Conditions, in addition to the terms and conditions of the Carnival Cruise Line Ticket Contract:

### **1. Nature of the Cruise**

La Banda Cruise 2018 is a promotional cruise featuring a Latin Music theme with merchandise and other themed events. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular event on any particular date to be performed by any particular person. Epic and Guest agree that Guest is simply purchasing a berth or berths from Epic on board a specific vessel during a specific period of time in a specific cabin on board the vessel during the Cruise. Epic is just reselling Guest accommodations subject to the terms and conditions set forth in this Agreement that it pre-purchased from the Cruise Line. Included in such purchase price, but ancillary thereto, is a Latin Music themed-cruise. Epic is not an agent of the Cruise Line and the Cruise Line is not an agent of Epic. While efforts are made to avoid conflicting events and/or performances, Epic cannot guarantee that any Guest will be able to attend every event aboard the Cruise. Epic can make no guarantee that any guest will in fact be able to meet any of the entertainers, if any, in person during the Cruise or during any shore excursion.

### **2. Pricing and Payments**

Epic reserves the right to increase published prices without notice. In the event of an increase, only new reservations will be effected. Any reservations made prior to the fare increase will be protected at the rate they booked and fully deposited at. Payment for the Cruise shall be made in US Dollars. ALL DEPOSITS AND PAYMENTS ARE NONREFUNDABLE.

Epic accepts reservations and payments according to three schedules:

1. A. Payment in Full Up Front; or

2. B. Payments in monthly installments with 1 initial deposit on Epic's Automatic Billing Plan. Payment plan can be up to 6 months depending on when the reservation was created; or
3. C. Payments in three installments. 1 deposit and 2 payments with pending balance

### **Payment in Full Up Front**

Payment in full up front is self-explanatory. Guests who pay in full are finished and will not have to be concerned about any future or upcoming payments, unless they modify their reservation.

### **Epic's Automatic Billing Plan**

The Automatic Billing Plan allows guests to establish an evenly divided payment schedule up front. Epic then automatically charges the guest's authorized credit card for the applicable charges on the scheduled dates. Guests who wish to enroll in the Automatic Billing Plan will be required to make the initial deposit at the time of booking, and then authorize in advance additional charges to be processed on the 15<sup>th</sup> or 30<sup>th</sup> of the month. Whichever is closer to the initial deposit date. Because the payments are evenly divided, guests are not faced with a large final payment. There is no additional charge for participation in the Automatic Billing Plan.

In addition to the combined Cruise fare, Epic will collect in advance all taxes, port charges, gratuities and fees, including, without limitation, a booking fee. The remaining consideration paid by each Guest for the Cruise shall be allocated to the ship passage portion, including stateroom and meals. The individual making the reservation for La Banda Cruise 2018 is considered the "Lead Passenger" in whose name the reservation is held. The consideration for the cruise shall be deemed to be earned when paid and is not refundable.

Gratuities are \$67.50 per guest for non-suites and \$87.50 per guest for suites.

Full Payment of the Purchase Price includes the accommodations on the Cruise, all meals, entertainment and services normally provided to guests on a regular cruise. The Purchase Price does not include any items of a personal nature, shore excursions, gift shops, valet, massage, etc. or any other expenses for which guests are normally assessed individual charges during regular cruises. The Purchase Price does not include pre-sailing and post-sailing packages, air transportation, or ground transportation to and from the Vessel. The Purchase Price does not include other items aboard the Vessel, including but not limited to Casino and Bingo, Beverage Sales; Shore Excursions sold to guests on the Cruise (whether the shore excursion is offered by the Cruise Line or a third party); Onboard Gift Shops & Retail Stores; Internet Services; Hair/Beauty/Spa Products & Services sold to guests on the Cruise; Art Auctions; Specialty Restaurants and other food and beverage venues; Telephone; Photo Products & Services; and Laundry / Dry Cleaning Services. For the avoidance of doubt, gratuities are not included and will be paid on board the Cruise directly to Carnival Cruises. Further, transportation to and from the cruise, hotel accommodations, ground transfers, optional cancellation insurance, shore excursions, any items of a personal nature are not included in the cruise fare.

### **3. Changes, Transfers and Cancellation**

Terms and conditions defined in this paragraph supersede Carnival Cruise Line's policies.

Epic does offer and RECOMMENDS (but does not require) that each Guest purchase travel insurance for the Cruise. Because of the nature and uniqueness of La Banda Cruise 2018, there is a strict cancellation policy with no refunds whatsoever.

All changes, transfers or cancellations may be made only by the Lead Passenger. The Lead passenger, in whose name the reservation is held, may change the name of any accompanying passenger in the same stateroom without charge prior to the final payment date.

A reservation for the cruise is valid only for the person(s) named within as Guests and cannot be transferred without Epic's written consent. With written consent, and only prior to February 1<sup>st</sup>, 2018, you may transfer your reservation to another Lead Passenger.

Epic will not consent to a reservation transfer (Lead Passenger change) during any presale period, after an event sellout when a waiting list exists, or after the final payment date.

The Lead Passenger and each Guest are strongly urged to consider travel insurance to protect your trip. In lieu of cancellation, the Lead Passenger may request that his or her reservation be transferred to another person subject to the written consent of Epic and payment of the above referenced transfer fee.

Any changes to your reservation that involve changing, adding, or removing existing guests or upgrading the value of your stateroom to a higher priced stateroom can only be requested by the Lead Passenger.

Downgrading your stateroom to a stateroom of lesser value is allowed, but no refunds will be given for the additional fees paid for the original stateroom.

Guests may be added and / or removed to the reservation. When adding and / or removing guest(s) the price per person will be adjusted according to the listed price on the Pricing tab of the La Banda Cruise 2018 website. If a guest is removed, no refunds will be given. No additions will be accepted after February 1<sup>st</sup>, 2018

In the event of a cancellation there are no refunds with the exception of the taxes, port fees and gratuities pre-paid by the Passenger(s)

#### The Cancellation Schedule:

ALL PAYMENTS ARE NONREFUNDABLE.

We **highly recommend** that all guests purchase Travel Insurance. You can find more details about this program at <https://www.travelinsured.com>.

Once purchased, protection plan fees are nonrefundable. Guests that have purchased cruise insurance and need to cancel for a covered condition may be able to make a claim with the insurance carrier to recover any lost payments.

#### **4. Acceptance and Agreement to Carnival Cruise Line Ticket Contract**

By making the reservation for La Banda Cruise 2018 or by the accepting and/or using the Ticket Contract by the persons named thereon as Guests, and/or embarking on the Cruise and attending any Cruise related events, the Lead Passenger and each Guest on the same reservation, acknowledges he or she has read, understands and agrees to be bound by each and every term, condition and provision of the Carnival Cruise Line Passenger Ticket Contract and agrees to be bound thereby. **Each Guest further agrees Epic shall be entitled to the benefit of all rights, terms, conditions, and limitations granted**

**Carnival Cruise Line in the Ticket Contract thereunder as though Epic were specifically named therein.**

## **5. Cancellation of the Cruise**

**PLEASE READ CAREFULLY:** Carnival Cruise Line has reserved, in the Carnival Cruise Line Ticket Contract, the right to cancel the Cruise, and by extension the Ticket Contract at the port of embarkation or at any time during the voyage. If the Cruise is cancelled completely prior to embarkation, each Guest shall receive a refund of his or her passage fare paid. If the Cruise is cancelled during the voyage, each Guest shall receive a refund of a proportionate part of his or her passage fare paid. **Epic shall have no further liability for damages or compensation of any kind, and specifically SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES ARISING THEREFROM.**

## **6. Breach or Cancellation by Performing Artist**

Epic may, but it not obligated to enter into an agreement with a performing artist or entertainer on the La Banda Cruise 2018 to be present on board the Cruise and to perform in accordance with terms specified therein. However, neither Epic nor Carnival Cruise Line shall be liable or responsible for failure of any artist or entertainer to appear on board or to perform under its agreement including *not liable for any consequential damages resulting therefrom*. Further, neither Epic nor Carnival Cruise Line 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 performance or event is prevented or such loss, damage, cost, or expense is caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by governmental authority, illness, death of a family member or other cause or circumstance beyond Epic's reasonable control, including but in no way limited to consequential damages. In the event of any failure of contracted artists to perform during the cruise, Epic, in its sole discretion, may engage a replacement artist or artists, or may change, postpone or terminate all or any part of the Cruise or the entertainment program or change the program or itinerary. In such case, Epic, shall have no liability to any Guest for any loss, damage, cost or expense whatsoever by reason of such change.

In any other case including, without limitation, any breach of contract or failure to perform by any artist or entertainer, Guest acknowledges and agrees that Epic is not required to any remedy as liquidated damages.

Artists are scheduled to appear on the La Banda Cruise 2018, but not guaranteed and are subject to change at Epic's sole discretion.

## **7. Public Performance and WAIVER of Privacy and Intellectual Property Rights**

Epic has the exclusive right to include photographic, video and other visual portrayals of Passenger in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to Passenger, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Epic's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

Additionally, the events taking place on this cruise are being videotaped/recorded for audio and audio-visual programming. By boarding the La Banda Cruise 2018, you hereby irrevocably grant to Epic or any of its contractors the right to photograph and record your image and activities, and record your voice. The resulting photographs, videos and recordings ("Content") and all rights therein (including copyrights) shall be owned by Epic and may be used by Epic in any programming and/or otherwise throughout the world,

in any and all media, in perpetuity without restriction and with no obligations or payments to you. **You waive any right to inspect or approve the Content. You hereby fully release and waive any right to bring any action in law or equity against Epic Fun Charters, LLC and their respective parent and related companies, subsidiaries, and affiliates and their past, present, and future officers, agents, representatives, employees, successors and assigns for such use.**

You acknowledge that you are at least eighteen years of age. If you are the parent or legal guardian of a minor(s) under eighteen years of age on the cruise, by bringing the minor(s) you agree and acknowledge that you are granting all of the same rights set forth herein with respect to the minor(s).

Thanks for your cooperation and enjoy the event.

## **8. Age Restrictions**

Passengers must be 21 years of age or older on date ship embarks, or accompanied by an adult 21 years of age, or over booked in the same or connecting stateroom. Minors (17 and under) traveling with an accompanying adult, who is not the minor's parent or legal guardian must have a signed Parental/Guardian Consent Release Form. Ages will be verified at embarkation and any passenger who does not meet the age requirements will be denied boarding and no refunds will be made.

There are two exceptions:

Married minor couple The couple must have proof of marriage at embarkation or they will be denied boarding and no refunds will be issued.

Domestic Partners/Same Sex Union minor couple – The passengers must be documented as legal Domestic Partners/Same Sex Union at the time of booking. The couple must have legal proof of partnership/union at embarkation or they will be denied boarding and no refund will be issued.

## **9. Zero Tolerance Policy**

Epic, has a zero tolerance policy regarding the use, possession, purchase or distribution of illegal controlled substances. Any violation of this policy will result in immediate 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 Epic and Carnival Cruise Line shall not be liable for any refund or other compensation or damages.

## **10. Forum and Notice**

It is agreed by and between each Guest and Epic that all disputes and matters whatsoever arising under, in connection with or incident to this agreement or to La Banda Cruise 2018, including any dispute or matter arising out of or related to Guest's travel to the vessel involving Epic, shall be litigated if at all, before the United States District Court for the Southern District of Florida in Miami, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Miami Dade County, Florida, U.S.A. to the exclusion of the courts of any other county, state or country. In any and all disputes, Guest shall provide immediate notice to Epic of any and all details of the dispute and in no instance shall Guest provide notice to Epic later than 6 months after the incident giving rise to the Dispute or else Guest shall WAIVE all its rights under the Contract.

All notices, demands, requests and other communications (collectively, "Communications") required or permitted to be given to any party pursuant to this Agreement (i) must be in writing and (ii) may be served either by (A) depositing the same in the United States mail, full postage prepaid, certified or registered with return receipt requested, (B) delivering the same by a nationally recognized overnight air courier

service, full delivery cost paid, or (C) delivering the same in person. Any Communication shall be deemed received when delivered in person, three business days after sending by United States mail or one business day after sending by overnight courier. For the purpose hereof, the addresses of the parties hereto are as follows:

EPIC FUN CHARTERS, LLC

2875 NE 191<sup>ST</sup> Street, Suite 509

Aventura, Florida 33180

Attn: Esteban Geller

#### **11. For ITP Program Participants**

Each Guest participating in Epic's Independent Traveler Program (ITP) acknowledges that the ITP is a voluntary program, and is not mandatory. Each Guest participating in the ITP acknowledges that he or she is familiar with the ITP Terms and Conditions posted at [www.LaBanda-cruise.com](http://www.LaBanda-cruise.com), and that by participating in the ITP, he or she agrees to be bound by such Terms and Conditions.

**By clicking the "accept" button (or equivalent button) in the course of booking your stateroom and ordering your ticket, you acknowledge that this is a legally binding agreement and you agree to all the terms herein.**

#### **12. BERTHING ASSIGNMENTS, TICKETING DOCUMENTATION AND TRAVEL DOCUMENTS**

Guest hereby authorizes Epic to provide to CRUISE LINE the names and addresses of Guests whom electronic tickets are to be issued. Guest shall complete CRUISE LINE's online registration process or sign his or her ticket prior to boarding to acknowledge that he or she shall be bound by the terms of such ticket.

Once an electronic ticket has been issued, complimentary personalized ship luggage tags may be requested through the Online Check-In page at [www.carnival.com](http://www.carnival.com). Upon request, luggage tags will be mailed to Guests from the United States and Canada or will be provided to Purchaser or Purchaser's designated travel partner. Online requests for ship luggage tags must be received no later than fourteen (14) days prior to the Sailing Date.

Guest hereby accepts and agrees to the Cruise Line's berthing policies. Approximately between four to six (4-6) weeks before the sailing date, you will receive an email confirming your stateroom number and booking number for the cruise. The email will contain directions on how to register with "CRUISE LINE" online in order to print your boarding documents for embarkation day, sign up for shore excursions, and register a credit card for onboard purchases. All guests are required to complete this online registration no later than five (7) days prior to cruising. Adults will be responsible for registering the minors in their party. Every guest must be registered with "CRUISE LINE" before the sailing date. While guests may indicate cabin, location, deck or other preferences on their Booking Form, the Cruise Line and "Epic" and its third party partners cannot guarantee the availability of any specific stateroom, deck or location to a booking. Guests represent and acknowledge that he/she and individuals traveling with Guest are fit for travel and that such travel will not endanger themselves or others. Additionally, Guests understands that CRUISE LINE and/or Epic shall have the right to deny boarding for any violations of any of the policies set forth in this Contract without any liability for refund, compensation, loss or damages to the Guest or those traveling with the Guest. Guests eligible to sail include the following and subject to following restrictions:

- Infants who are at least 6 months old on the day of departure, April 8, 2018, may sail.
- Women, less than 24 weeks into their pregnancy on the day of departure and for the duration of the cruise, may sail. This policy is due to the risk of premature labor. Pregnant women must have a letter from their doctor (on the physician's letterhead) stating how far along (in weeks) their pregnancy will be at the beginning of the cruise, that mother and baby are in good health and fit to travel, and that the pregnancy is not high-risk. This letter is required no less than 6 weeks prior to sailing.

Guests must possess all proper travel documentation, a valid passport or a government issued original (not a copy) Birth Certificate and a laminated government issued picture ID with photo, legal name and date of birth, is required at embarkation and throughout the cruise and is the responsibility of the guest. Any guest traveling without proper documentation will not be allowed to board the vessel and no refund of the cruise fare will be issued. For further information, see the U.S. Customs and Border Protection website. Travel documents (passports) must be valid up to 6 months from the date of disembarkation. The requirements above are for US citizens; non-US nationals may require entry visas in addition to their valid passports. Please check with the US Department of State for current visa requirements.

Guest must have all required inoculations or other requirements as may be necessary to enable them to embark, visit and disembark at the various ports of call and CRUISE LINE reserves the right to deny without penalty or liability the right to board the Vessel to any Guest who does not possess or satisfy the necessary requirements.

### **13. ENTIRE AGREEMENTS**

This Agreement, including with the following exhibits and schedules hereto, constitute the complete and exclusive statement of the terms and conditions of the agreement relating to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral, between the parties.

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