

# FIRST CENTURY VOYAGES TERMS & CONDITIONS

The purchase of travel services offered Chapel Hill Marketing, INC (DBA First Century Voyages, FCV) is subject to the terms and conditions set out herein. Please read the following information carefully.

**IN PARTICULAR, YOUR ATTENTION IS DRAWN TO THE SECTIONS BELOW TITLED “LIMITATION OF LIABILITY”, “WAIVER OF JURY TRIAL”, “CLASS ACTION WAIVER”, “THIRD PARTY SUPPLIERS” AND “TIME LIMITS FOR CLAIMS”.**

In order for a booking to be completed, you must indicate that you accept these Terms and Conditions.

Chapel Hill Marketing, INC (DBA First Century Voyages) of P. O. Box 4042, Chattanooga, TN 37405 USA (“FCV”), will organize and administer the tour specified in the Reservation Form (the “Tour”). The acceptance of your Reservation Form, and the Deposit (as defined below), by FCV creates a contractual relationship between, the passenger/Guest (“you” or the “Guest”), and FCV for the Tour. Together, the Reservation Form

and these Terms and Conditions constitute this “Agreement”. The Tour may include a cruise and/or flight component, or any other mode of transportation. In such circumstances, following confirmation of your reservation and as a condition to you participating in the Tour, you will, where applicable, be provided with the terms and conditions of the operator of such transportation (the “Carrier”) (altogether the “Contract of Carriage”) which shall govern the relationship between you and the Carrier as it relates to the transportation components of the Tour. By confirming your booking you are deemed to accept the Contract of Carriage and, as necessary, we may ask that you sign and return a separate copy of the Contract of Carriage. You agree that any dispute in respect of such transportation will be governed by and be subject to the Contract of Carriage. For the avoidance of doubt, this Agreement governs the relationship between you and FCV and any dispute between you and FCV will be subject to this Agreement and not the Contract of Carriage. If there is a conflict between this Agreement and the Contract of Carriage, this Agreement shall prevail and supersede the provisions of the Contract of Carriage.

## RESERVATIONS AND PAYMENTS

The rates are based on current tariffs and are subject to change. While FCV will make reasonable efforts to maintain the listed prices, the advertised rates are based on current tariffs, fuel costs, and exchange rates and may be subject to change. However, as a protective cap for FCV’s passengers, in no case shall additional collections caused by such fluctuations exceed 3% of the advertised Tour cost. To reserve your place on the Tour, you must complete and return the Reservation Form and pay the deposit amount specified in the Reservation Form (“Deposit”). The payment of your initial deposit creates a contractual relationship between FCV and you, the lead passenger, and any one else who accompanies you on the Tour. For the avoidance of doubt, any reference to “you” in this Agreement is a reference to you and/or, as applicable, any other guest who participates in the Tour.

By making a booking on behalf of any other guest you confirm and represent that you have the required authority to do so. The Reservation Form states when the balance payment for the Tour must be received by FCV. In the event that FCV does not receive the balance payment for the Tour by the date specified in the Reservation Form, or any other payments which may be due in respect of your booking, then FCV reserves the right to cancel your booking and to retain your Deposit.

Your place on the Tour is not reserved until the Deposit and signed Reservation Form are both received by FCV.

If applicable, the baggage allowance for the Tour will be notified to you by FCV. All baggage when not being handled by FCV, remains the sole responsibility of the Guest. The price of your trip includes all items stated in the Tour description and all other items, including but not limited to those identified on the Tour description, are not included and are for your own cost.

## CANCELLATIONS AND REFUNDS

If you need to cancel your booking, you must notify FCV in writing. All cancellations will become effective as of the date of the postmark or email receipt. Subject to when you cancel your booking, you may be entitled to a refund. However, your rights to a refund are limited. The cancellation terms which are applicable upon your cancellation are set out in the Tour description and on the Tour brochure and website. Refunds of any amounts, once any applicable cancellation fees have been deducted, will be

made to you within 30 days of receipt of your notice of cancellation. Leaving the Tour in progress, for any reason whatsoever, will not result in a refund being paid, and no refunds will be made for any unused portions of the Tour.

## CHANGES BY FCV

The Tour, its itinerary and staff are subject to modification and change by FCV. Every reasonable effort will be made to operate the Tour as planned; however, FCV may have to make changes both before and after bookings have been confirmed and/or whilst any Tour is ongoing. FCV reserves the right to change any component of the Tour prior to departure or during a Tour, without compensation or refund, including but not limited to the right to change the itinerary, any destination(s), hotels, type or mode of transportation, excursions and any other components of the Tour. Such changes can be made by FCV without notice and for any reason whatsoever, without allowance, compensation or refund. Such changes may be caused by any reasons including, but not limited to, due to a Force Majeure Event (as defined below) or, in our reasonable opinion, should unforeseen events and conditions require our itinerary to be altered, FCV reserves the right to do so for the safety and/or best interest of the Tour group. FCV will use its reasonable efforts to replace any component, where possible, with a service or offering of similar quality.

## VISA DOCUMENTS / ENTRY PERMITS

To participate in the Tour, visas and/or entry permits may be required for some countries. It is your responsibility to check that you meet all of the entry requirements for the Tour. FCV shall have no liability should you fail to obtain the necessary visas, permits and/or any other documentation required for you to participate in the Tour.

## HEALTH REQUIREMENTS AND MEDICAL CARE

It is your responsibility to ensure that you follow all medical advice in relation to your participation in the Tour. We will make reasonable efforts to accommodate Guests with special needs. Any extra cost for such arrangements will be the responsibility of the Guest.

In the event medical care becomes necessary on the Tour, you may be hours of travel from any medical facility, which may not be of the same standard or have the same training as in your home country. The medical personnel may not speak fluent English. You acknowledge that in an emergency, evacuation may be unavailable, expensive and/or delayed. Decisions are made by FCV staff and ship staff and ground operators based on a variety of perceptions and evaluations of the situation at hand. The Guest understands and agrees to abide by these decisions.

## USE OF LIKENESS AND IMAGES

By participating in the Tour, you hereby grant FCV the irrevocable right and permission to capture and use your photograph, video recording while on the Tour for any future publicity and promotional materials, without payment or other consideration. Guests who do not wish to be photographed during the Tour must inform FCV in writing prior to the start of the Tour. In addition, you hereby grant FCV the irrevocable right and permission to reproduce or use any portion or all of your images that have been taken by you and submitted to FCV in any future publicity and promotional materials, without payment or other consideration.

## LIMITATION OF LIABILITY

In no event shall FCV, trip hosts, special guests, trip teachers, and affinity organizations be liable to you for any special, consequential, punitive, incidental, or indirect damages, however caused, irrespective of whether or not FCV has been advised of the possibility of such damages. FCV hereby disclaims all liability for emotional distress, mental suffering/anguish, and psychological injury of any kind under any circumstances.

On Tours which do not embark, disembark or call at any United States Port and do not embark or disembark at any European Union Member State Port, FCV shall be entitled to any and all liability limitations, immunities and rights applicable to it under the “Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea”. In addition, on all other Tours and to the extent applicable, all the exemptions from and limitations of liability provided in or authorized by the laws of the United States (including Title 46, United States Code Sections 30501 through 30509 and 30511) will apply.

# FIRST CENTURY VOYAGES TERMS & CONDITIONS

**Third Party Suppliers:** FCV purchases air and ground transportation, accommodation at sea, hotel accommodations, and other services from various independent suppliers that are not subject to its control. These suppliers are independent contractors and are not acts of FCV. Neither FCV, its affiliates, owners, officers, agents, employees, contractors, nor any associated organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused by or contributed to by deficits or failures of any aircraft, vessel, automotive vehicle, other transportation or arrangements or equipment or instrumentality under the control of independent suppliers.

In issuing tickets for transportation of the travel by any means and making arrangements for travel, hotel or other accommodation, FCV is not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation. The Guest agrees to seek remedies directly and only against those suppliers and not to hold FCV responsible for their acts or omissions.

**Acknowledgment and Express Assumption of Risk:** You understand and acknowledge that all participation in the Tour may involve risk and potential exposure to illness (including, but not limited to infectious diseases such as, for example, (1) the risk of coming into close contact with individuals or objects that may be carrying an infectious disease; (2) the risk of transmitting or contracting an infectious disease, directly or indirectly, to or from other individuals), injury (including, but not limited to emotional injury or injury to person or property) and death. You also realize and acknowledge that risk, dangers and hazards may be caused by the negligence, fault or wrongdoing of other Guests, contractors and/or subcontractors to FCV. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes. You fully understand and acknowledge that the aforementioned risks, dangers and hazards (collectively with any other risk of travel, the "Inherent Risks") are a potential in connection with your participation in the Tour and hereby agree to assume such Inherent Risks.

In recognition of the Inherent Risks, you confirm that you are physically and mentally capable of participating in the Tour, and are willingly and knowingly electing to participate in this Tour in spite of the potential risks, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you. You understand and acknowledge that FCV reserves the right to accept or reject any Guest for any reason, and FCV has the right to disqualify you from any Tour activity, if in FCV's judgment, you are incapable of that activity and/or your continued participation in the Tour will endanger yourself or the safety of the group.

It is your responsibility and obligation to inform FCV, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the Tour, or subsequent to the time of reservation if such disability or limitation should arise. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to FCV.

**Release:** In consideration of the services and arrangements provided by FCV, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify FCV, and its owners, officers, directors, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for damage, injury or death, including but not limited to any such claims, actions or losses for emotional injury, mental suffering/anguish, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your participation in the Tour and any activities conducted in conjunction therewith and shall include, without limitation, any loss caused by any act, omission, fault or negligence of the Guest or fellow travelers.

**Safety Conditions:** Although most travel is completed without incident, travel to certain destinations may involve greater risk than others. FCV urges each Guest to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to participating in the Tour. Information on the countries to which you will

be traveling on the Tour and the level of associated risk can be found at the "Country Specific Information," "Travel Warnings," "Travel Alerts," and "Background Note" pages on the United States Department of State's website. FCV does not represent or warrant that travel to any country is advisable or without risk and is not liable for damages or losses that may result from travel to the countries which are part of the Tour.

## FORCE MAJEURE

Without limitation, FCV is not responsible for, and no refunds will be given for, delays or cancellation of all or part of your trip due to causes or circumstances beyond FCV's responsibility or control, the, including but not limited to acts of God, perils of the sea, harbors, rivers, or other navigable waters, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of emergency evacuation or medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels, accommodations or otherwise, or for any other reason beyond the control of FCV, including, but not limited to, the failure by the Carrier to deliver any vessel or aircraft to FCV for any reason whatsoever (each, herein referred to as a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon FCV to operate the trip or otherwise fulfill its obligations under this Agreement.

## INSURANCE

FCV recommends that you obtain and carry insurance from the moment that your booking is confirmed. This is an important protection, which can save you money if you are forced to cancel or alter your booking for the Tour, or if the Tour is cancelled due to a Force Majeure Event. Insurance programs are available at additional cost. An application for trip cancellation and interruption insurance will be sent with your confirmation. Any insurance premium payments are nonrefundable.

## DISPUTES AND TIME LIMITS

In the unlikely event that a dispute arises between the traveler and FCV, the traveler agrees that any dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (complete text is available at [www.iccpeace.com](http://www.iccpeace.com) or [info@iccpeace.com](mailto:info@iccpeace.com)). The time limit for this action on behalf of the traveler is 185 days after the end of the Tour. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to jury and their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. The parties further understand that no legal action against FCV whatsoever shall be litigated as a member of a class action, and the guest expressly agrees to waive any law entitling the guest to participate in a class action.