

Grown & Sexy Vibe Cruise 2024 Terms & Conditions

Acknowledgement & Acceptance of the Booking Terms and Conditions issued by Grown & Sexy/Atlas Cruise & Tours (G&S). Set forth below are the Booking Terms and Conditions issued by Grown & Sexy/Atlas Cruises & Tours and applies to each guest on the cruise, as set forth by *Grown & Sexy*. By completing a reservation, guest knowingly agrees to be bound by and accepts these terms as stated below and as may be amended from time to time. Such modifications and amendments to have the same force and effect as those set forth below. Failure to accept *Grown & Sexy* Booking Terms and Conditions in the time frame and manner determined by Grown & Sexy/Atlas Cruises & Tours entitles *Grown & Sexy* to cancel Guest's reservation without a refund.

Acknowledgement & Acceptance of the Booking Terms & Conditions Issued by Virgin Voyages: Upon completion of either the Virgin Voyages Online Check-In Procedure or upon completion of such check-in procedure at the cruise terminal Guest also expressly agrees to be bound by and accepts the Booking Terms & Conditions of Virgin Voyages described in its Tour Ticket Contract. Failure to accept Virgin Voyages Booking Terms & Conditions in the time frame and manner determined by Virgin Voyages entitles Virgin Voyages to cancel Guest's reservation without a refund.

Conflict Between Booking Terms & Conditions Issued by Grown & Sexy/Atlas Cruises & Tours and Virgin Voyages. Please note that the payment dates, reservation changes, reservation, and cancellation policies, set forth in *Grown & Sexy* Terms and Conditions at the time of purchase supersede those policies set forth in the Virgin Voyages Cruise/Tour Ticket Contract.

Changes and Modifications to Booking Terms & Conditions. Grown & Sexy/Atlas Cruises & Tours and Virgin Voyages Booking Terms & Conditions are subject to change at any time. With that said, such alterations and changes shall have the full force and effect as a term and condition issued at the time of booking or completion of registration as applicable.

Cruise Cost: Cruise Costs are based upon double occupancy unless designated as a "Single". Our fare includes all the usual amenities, accommodations and services outlined, in the Stateroom Description for the Category of Stateroom Guest has selected, together with government taxes, fees & exclusive live performances and onboard events produced by Grown & Sexy. Cruise Costs do not include the cost for any airfare, ground transportation, travel insurance, onboard purchases of goods and services (including, but not limited to alcoholic, spa services, gifts, or any such goods and services for which the Cruise Line customarily charges a separate fee), medical expenses, and shore excursions. Additional Cruise Costs are charged for 3rd and 4th Guests in a stateroom. The Cruise Costs for 3rd and 4th Guests may have different inclusions and exclusions as stated above. Port Charges, Taxes & Gratuities: Each Guest is required to pay port charges, government taxes and fees, and other charges due and payable to third parties which has already been included in the price of the

Stateroom. For your convenience, Virgin Voyages includes in all fares, pre-paid gratuities, essential drinks like water, soda, drip coffees, group fitness classes and WiFi.

Payment Obligations Upon Completion of Booking: Upon completion of a booking, Guest is obligated to pay their Cruise Cost based on the occupancy they reserved set forth in the Booking and any additional purchases made directly with Grown & Sexy according to the payment schedule they selected. If the booking is shared by more than one Guest, each Guest shall have full financial responsibility for their portion of the Cruise Cost unless in the case of minors, where that responsibility lies with the parent or legal guardian who is also traveling. Each guest must register themselves on our website <https://groups.atlastravelweb.com/join/052424/overview> and they must indicate who the name of the person they are rooming with in the Requested field. It is important that the name submitted matches identically to the way it was registered to us in order for the system to pair both parties accurately.

Obligations of the Primary Guest: The Guest that initiates the Reservation is considered the “Primary Guest” and is the “primary point of contact” of the Reservation. Although efforts are made to notify each guest individually, there may be times in which the Primary Guest will be the only one notified and it is their responsibility to disseminate the information as needed.

Payment Plan Options: Grown & Sexy has various ways to pay off your cruise including Payment Plans. By choosing a Payment Plan, GROWN & SEXY will not automatically process payments on their respective due dates, those transactions must be initiated by each Guest by either logging into their GROWN & SEXY account or by calling a vacation specialist at our contact center. However, you have authorized GROWN & SEXY to charge the Guest’s Credit Card or other method of payment in accordance with the payment schedule of the selected Payment Plan.

Method of Payment: If paying by credit card, Guest’s account will be charged within 48 business hours from which the request was received, and Guest’s statement will reflect a charge from “Atlas Cruise or Atlas Travel.” Check payments are not allowed at this time. To make payments with PayPal, Guests should log into their reservation online and manually process each payment when due.

Currency: Unless otherwise noted, all prices on the website and any fees associated with the Cruise are quoted in United States Dollars (“USD”), and all payments to GROWN & SEXY will be charged in USD. International Guests may incur additional fees assessed by their bank or credit card processor.

Credit Cards/Cancellation Fees: Grown & Sexy reserves the right to assess additional penalties for returned, late or missed payments, canceled cards, chargebacks, credit card changes, invalid credit cards, and cancellations as a result of a Guest’s failure to adhere with these Booking Terms and Conditions.

Non-Refundable Payments — Refund Events: Except as set forth in this section, all

Total Cruise Cost payments made to date or paid in the future are non-refundable. Payments are refundable only when either Virgin Voyages or GROWN & SEXY cancels or reschedules the cruise (“Refund Events”). If so desired, eligible Guests will be included in the applicable Refund Event Refund Program which will outline the procedure and process for receiving a refund. Guests may otherwise elect to continue their reservation with the rescheduled cruise without any increase in Cruise Costs that were to have been available to them if this subject cruise had sailed. By accepting the terms and conditions for a non-refundable trip you are waiving your right to deny charges on your credit card at a later date.

Health Restrictions: Guest agrees to comply with any and all health restrictions imposed by Virgin Voyages Group, Grown & Sexy, the Centers for Disease Control and Prevention or any other governmental agency or body with jurisdiction over this Cruise Program. Guest is responsible for providing any information requested and for clearing any pre-cruise health, safety or travel requirements or limitations, regardless of when issued or applied including, but not limited to, evidence of full vaccination with a vaccine that is fully approved or authorized for emergency use by the Food and Drug Administration or the World Health Organization, negative test results for COVID-19, testing performed in the Cruise Terminal prior to boarding, on the ship, in ports, or at any other time during the cruise. Denial of boarding due to failure to adhere to the above is not a Refund Event (see below).

Right to Modify or Cancel Cruise:

- Right to Modify Cruise: GROWN & SEXY modify itineraries, entertainment, line up and schedules, change onboard entertainers and schedules, modify amenities, and/or delay or change departures or arrivals without any further obligation to Guest and any such change or modification shall not be a Refund Event.
- Right to Cancel a Reservation or Deny Boarding: GROWN & SEXY reserves the right to cancel a reservation at any time at its sole discretion, and/or to deny boarding or refuse service to any person for any reason and shall not be considered a Refund Event.
- Right to Cancel Cruise: GROWN & SEXY reserves the right to cancel the cruise for any reason. Such cancellation shall be a Refund Event (see, below).

Travel Insurance/Trip Protection:

- Purchase is Strongly Encouraged: As all Cruise Cost payments to Grown & Sexy/Atlas Cruises & Tours are non-refundable, Guests are strongly encouraged to purchase Travel Insurance/Trip Protection, which can insure against many, but not all, of the causes of forfeiture of payments. Travel Insurance/Trip Protection may be purchased directly by Guests through various outlets and companies. Travel Insurance/Trip Protection is offered as well through Atlas Cruises & Tours.
- Purchase Timing: It is recommended Guests who wish to purchase Travel Insurance/Trip Protection through Atlas Cruises & Tours, or any other provider or agent do so at the time of completing their Reservation, as certain benefits are time sensitive, including and coverage for pre-existing conditions. Though insurance may be purchased up to 48 hours prior to sailing, to secure the broadest coverage, Travel Insurance/Trip Protection must be purchased within 21 days of a Guest’s first payment.

- **C&F Travel Insured International:** Please note that the sale of Travel Insurance/Trip Protection through Atlas Cruises & Tours for Grown & Sexy is administered by C&F Travel Insured International. Their travel insurance contract is subject to additional terms

and conditions related to C&F Travel Insured International policies and the conditions set forth therein, which are accessible on Grown & Sexy You can contact C&F Travel Insured International at 800.243.3174. (Note: Atlas Cruises & Tours offers Travel Insurance through C&F Travel Insured International, but insurance may also be available through other insurance providers and may be purchased directly by Guest. Rates and coverage vary by provider.)

Name Changes: Name changes made to any Reservation will be assessed a \$75 administrative fee. At least one original and/or Guest name must remain on the Reservation. If all original Guests cancel, this is considered a full cancellation without a refund, and name changes will not be allowed.

Transfer of Reservation: If none of the original Guests on a Reservation are able to sail, said Guests may transfer their reservation to another Guest(s), subject to the following conditions: a one-time, non-refundable transfer fee of \$250 pp. New Guests are subject to the Cruise Costs on the day of transfer, transfer of Reservation does not include past guest, military or other discounts/offers from original Reservation. Please note: Grown & Sexy/Atlas Cruises & Tours does not condone or promote the selling and/or transferring of staterooms for personal financial gain.

Valid Identification/Passports and Visas:

- **U.S. Citizens:** U.S. Citizens are required to travel with a valid passport with at least six (6) months validity remaining after the final day of the cruise.

Picture ID card, such as a driver's license.

- **Non-U.S. Citizens:** All Non-U.S. Citizens must present a valid passport to board the ship. Though not required, such guests are urged to travel with a valid passport with at least six (6) months validity remaining after the final day of the cruise. Depending upon the citizenship of each Guest and the passport governing their travel, Guests may need to apply for and secure a visa to enter various ports of call.
- **Change in Applicable Rules:** The above requirements are required by government regulations and policies. They are subject to change without notice.
- **Responsibility of Guests:** The Guest is responsible for identifying and obtaining all required travel documents and have them available at the terminal or wherever necessary for their entire cruise vacation. These appropriate valid travel documents such as passports, visas, inoculation certificate and family legal documents are required for boarding and re-entry into the United States and other countries.
- **Denial of Boarding:** If a Guest does not possess the proper documentation, then Guest may be prevented from boarding a flight or ship, from entering a country, and may be subject to fines. Neither failure to provide proper and required documentation or being denied board for any reason whatsoever are Refund Events.

Photography and Video Policy: Video or audio recording, filming, or photographs may occur at Grown & Sexy that may be owned, licensed, assigned, or distributed nationwide and worldwide by Grown & Sexy, their affiliates, and assignees. By acknowledging the Booking Terms & Conditions of Grown & Sexy at the time of completing a reservation, Guest allows, and expressly authorizes Grown & Sexy/Atlas Cruises & Tours their affiliates, and assignees the use of Guest's likeness, and/or appearance and voice on any film or video format now known or hereinafter developed in any manner whatsoever. Guest will not receive any compensation for such use and waive any right to bring any action in law or equity against Grown & Sexy, their affiliates, and assignees for such use.

Age Restrictions: Guests must be 21 years of age or older on the date the ship embarks. Guests who are between the ages of 18-20 are permitted to sail if they are accompanied by an adult 21 years of age in the same or adjoining stateroom. Guests who are 17 and under are permitted to sail if they are accompanied by a parent or legal guardian 21 years of age or older in the same or adjoining stateroom. Kindly note guests must be 21 and over in order to attend our concerts, events and activities.

Cruise Information Updates: The information provided herein is valid as of this date and is likely to change or be modified prior to sailing. When completing this reservation, Guest agrees it is his or her responsibility to periodically visit the web site (<https://grownandsexcruise.com>) to learn about any cruise updates, special programs, or other features, and to carefully read and review any updates sent to you by Grown & Sexy.

Limitation of Liability:

- Booking Terms and Conditions Subject to Change: GROWN & SEXY Booking Terms and Conditions are subject to change at any time.
- Not Responsible for Acts of Third Parties: GROWN & SEXY its affiliates, parent companies, employees, shareholders, officers, and directors (collectively "Grown & Sexy") does not own the ship or operate any entity that provides goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground operators, guides, sightseeing companies, entertainment, food or drink service providers, equipment suppliers, etc. As a result, Guest agrees GROWN & SEXY is not responsible for any negligent or willful act or failure to act of any person or entity, nor is GROWN & SEXY responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control.
- Not Responsible for Guest Inability to Board Ship: Guest is responsible for arriving at the embarkation location in a timely basis and with all the documentation required for sailing. GROWN & SEXY is not responsible for any loss, damages, costs, or expenses that Guest may incur for Guest's inability to board the ship as outlined herein.
- Force Majeure: Further, GROWN & SEXY shall not be liable for, any loss or damage as a result of causes of any kind beyond the reasonable control of Grown & Sexy (a "Force Majeure Event"), such as, but not limited to, strikes, lock-outs, stoppages of work or other labor difficulties, insurrection, riots, war, changes in laws and regulations and other acts or demands of civil, political or military authorities, freight embargoes,

shipping restrictions, air travel delays or cancellations, car or truck shortages, inclement weather, accidents, fire, explosion, flood or unavoidable casualties, pandemics, epidemics, quarantine restrictions, etc.

- Limitation of Liability in the Event of Cruise Cancellation: As stated above, the cancellation of Grown & Sexy is a Refund Event. As such, Guest may elect to participate in the applicable Refund Program. GROWN & SEXY obligation to Guest is limited to the repayment of amounts heretofore paid to GROWN & SEXY for the Cruise Costs and any additional purchases made directly with Grown & Sexy. Guest shall not seek, nor shall Virgin Voyages be liable for, any losses or damages incurred by Guest, whether indirect, incidental, special, or consequential, including but not limited to attorney fees.