

TERMS & CONDITIONS

PARTIES: In these terms and conditions, "you" or "passenger" or "participant" refers to the person booking, purchasing or traveling on the cruise or the combined cruise and land program, and to individuals traveling as part of that person's reservation. "We" or "us" refers to Amadeus Waterways, Inc., a California corporation ("AMA"), AmaWaterways, LLC, a California Limited Liability Company ("AWL") and American Expanding Horizons dba Expanding Horizons ("EH"), a California corporation. EH and AMA offers the travel and enters into these terms and conditions with you pursuant to arrangements made with AWL and other vendors.

DEPOSIT AND FINAL PAYMENT: To confirm a cruise or cruise & land reservation, we require a deposit of \$500/\$750 per person at time of reservation for most categories. Suites require a non-refundable \$1,000/\$1,250 per person deposit. Airfares unless otherwise stated are nonrefundable once the flight reservation(s) has/have been confirmed. Most airlines require full payment at the time of reservation. Hotel Extra Nights require a non-refundable deposit at time of booking (amount TBD based on vendor requirements at the time of confirmation of the hotel availability). Final payment is due no later than 90 days before the travel start date.

CANCELLATION CHARGES: In the unfortunate event a participant must cancel travel, notice to EH must be via email to info@Expanding-Horizons.com, which must include a return receipt and read notation, or other writing stating clearly and correctly each guest's name, ship name, start and end date of the cruise and a brief statement of the reason for cancellation. Other forms of notice are not sufficient. The effective date of the cancellation is the date we receive the written cancellation notice. Name changes, a substitution of a participant or a reduction in the number of guests in a stateroom are treated as a cancellation in that all applicable cancellation charges apply. All other cruise/tour cancellation penalties are per-person, based on the cancellation date, as follows:

CANCELLATION TABLE

Days prior to Departure	Cruise - Stateroom	Cruise - Suite	Land
+ 121 days prior to departure	\$200 per person	\$1,000 per person	15% per person
120-90 days prior to departure	\$400 per person	\$2,000 per person	25% per person
89-60 days prior to departure	35% of all charges	35% of all charges	35% per person
59-30 days prior to departure	50% of all charges	50% of all charges	50% per person
29-0 days prior to departure	100% of all charges	100% of all charges	100% per person

** Airfare Cancellation Charge up to 100% based on the fare rules at time of purchase*

Except as otherwise provided in your Passenger Ticket Contract, after travel begins, there is no refund for unused services, or unused portions of cruise, cruise/tour or airfare.

PRICING: All prices are in US dollars, based on double occupancy. Single occupancy rates are available upon request.

PRICES DO NOT INCLUDE: Published prices do not include vessel fuel surcharges; airfare, airport transfers, passport and visa fees; baggage fees; port charges and fees; travel, health, accident or other protection; vaccinations; laundry; additional food and beverages not mentioned in the itinerary; optional excursions; gratuities or other items or services of a personal nature.

TRAVELER'S OBLIGATION: Pursuant to this reservation are specific to the terms and conditions of the reservation and are not conditioned on the involvement of participation of any other specific person(s), **including but not limited to the specified wine host**. The Terms and Conditions constitute an integrated contract and does not include any provision or representations before and/or after not set forth in writing, signed and agreed upon by Expanding Horizons.

PASSPORT AND VISAS: A valid passport is required for each participant. Passport must be valid for at least six (6) months after the scheduled return date. Visas are not required for US & Canadian Citizens for most European countries. Non-US citizens must contact the appropriate consulates regarding visa and other document requirements. EH is not responsible for obtaining any required visas or other required travel governmental documentation.

TRAVEL DOCUMENTS: Only after receipt of full payment, travel documents will be sent by regular ground delivery (US & Canada), approximately 3-4 weeks prior to departure. (Delay in final payment will delay delivery of travel documents.) Expedited delivery may be possible for an additional charge of \$25 or the full amount of expedited services, whichever is greater.

AIR FARE: Airlines require your birthdate and full legal name as it appears on your valid passport. Published airfare requires full payment at the time of reservation. Once your ticket is issued, it is subject to penalties for any changes or cancellation. Should the name on your airline reservation not match your passport exactly, your airline reservation will have to be cancelled, full penalties will be assessed, and your reservation will have to be reissued subject to current fare at the time of request.

Tickets are issued pursuant to the terms and conditions of the relevant airline(s). EH shall not be responsible or liable for costs resulting from airline schedule changes, delay, disruption or cancelled flight; lost baggage or missed connections.

BAGGAGE: Please check with the airline regarding their baggage allowance. Most airlines limit checked bags to either one or two pieces per person, and limit carry-on baggage to one piece per person, and weight and size restrictions apply. EH shall not be responsible or liable for costs or consequences of participant exceeding the airline's baggage restrictions, or for loss, theft, damage or delay to participant's baggage.

AIRPORT TRANSFERS: These are not included in the cruise fare. Individual airport transfers can be purchased for those guests who are scheduled to arrive/depart on the itinerary dates, please ask for details.

PRICING OF PRE- AND/OR POST-CRUISE TOUR PROGRAMS: The USD\$ (United States Dollar) prices shown on the www.toursandwine.com website for pre- and/or post-cruise land tours are valid at time of publication but subject to change.

OPERATION OF PRE- AND/OR POST-CRUISE LAND TOURS: Certain pre- and/or post-cruise land tour programs are subject to a minimum number of paying passengers to operate. EH reserves the right to cancel a program for any reason including, but not limited to:

- Issues or concerns for passenger safety
- If the minimum number of passengers to operate the tour are not registered

In the event a tour is cancelled, passengers will be offered a similar program of equal or greater value, or refund all monies paid for the land tour portion of the cruise-tour program.

SPECIAL EVENTS DURING THE CRUISE: Special events included in this program require a minimum of 20 paying passengers, booked and paid with EH. In the unlikely event this number falls below 20 paying passengers, EH reserves the right to amend, cancel outright or provide alternative arrangements at our discretion.

GENERAL PROVISIONS: Cruise Only and Cruise & Land Itineraries: Carrier seeks to provide services as published or stated in the final documents. But deviations to planned cruise, cruise & land itinerary or any other aspects of the travel may occur. If conditions make cruise routes unsafe for navigation or in other respects, or raise sufficient doubt about safety, Carrier reserves the right to modify or provide alternate services. These may include, but are not limited to, providing accommodation on the docked ship and/or substituting ground arrangements. An effort will be made to try to arrange elements of the cruise and cruise tour similar to those originally planned, but the level of similarity may vary. Except as otherwise provided in your Passenger Ticket Contract, such changes will not entitle you to any credit or a refund. Cruise, land routes, and all other aspects of the cruise and travel are subject to change with or without notice.

HOTEL ACCOMMODATIONS: We will seek to use hotels as listed (if any) on your confirmation. Changes may be necessary, therefore use of such hotels is not assured. An effort will be made to substitute similar hotels, but the level of similarity may vary. Standard policy for hotels is to have rooms available for check-in no earlier than 3:00 p.m. Subject to the discretion of the hotel, triple-occupancy hotel accommodations may involve the use of hotel rooms with just two beds.

CANCELLATION: Carrier reserves the right to cancel, change or postpone any cruise departure date and itinerary. In the event of a complete cancellation of a departure by Carrier, we will refund monies paid for the cruise or cruise & land package to those participants who have not previously cancelled.

PERSONAL CHANGES: Except as otherwise provided in your Passenger Ticket Contract, deviation from the published itinerary for any reason will not entitle participant to any reduction in charge. Participant will bear a full charge for any unused services.

SMOKING: Smoking is only permitted on the ship's Sun Deck in the designated smoking area.

PREGNANCY: For the safety of parent and child, and depending on various circumstances, passengers who are at an advanced stage of pregnancy (after 5 months) may be subject to restrictions or exclusion concerning their ability to travel and/or board the ship. Please inform us immediately, so we can assess your personal circumstances and possible accommodation.

DISABLED PARTICIPANTS & MOBILITY: The Americans with Disabilities Act is only applicable within the United States, and facilities for disabled individuals are limited outside US borders. Participants with a walking disability or an injury, or who require a wheelchair, must have another dedicated person traveling with them to assist/push etc. The ship's crew and other cruise guests cannot be expected to assist persons with limited mobility.

- a. Handicapped facilities on board is limited to a+ category. And are not available in many places visited on the cruises and cruise tours offered by EH.
- b. Participant must inform EH at the time of reservation of any mobility impairment or other condition, whether physical, emotional or mental, which limits the mobility of a traveler and their ability to participate in the activities described in the itinerary or may require accommodation or use of an assistive device during travel.
- c. EH will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, cruise company or other independent suppliers.
- d. EH does not provide personal services (such as pushing a wheelchair, assisting with walking, etc.) or individual assistance to a participant for walking, dining, getting on and off coaches, cruise ships, and other vehicles, or other personal needs. **A qualified and physically able companion will be required** to accompany the participant to take responsibility for assistance needed during travel and in case of emergency

- e. EH reserves the right to cancel the booking or terminate the travel program if participant(s) special needs or disabilities are not suitable for the travel program, pose a threat to the health and safety of other travelers, EH staff and/or representatives, or are incompatible with other travelers, or not traveling with a companion who would provide all the assistance required.
- f. Many sightseeing activities often require extended standing, sitting, or walking through villages and/or attraction such as a local winery with a centuries-old wine cellar.
- g. Ships docked in port are often “rafted” side-by-side with another river ship where passengers are then required to ascend and descend flights of stairs to enter or exit the rafted ships.
- h. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps. Although some ships have elevators, many small ships do not. Passengers requiring a ship elevator should inquire before making reservations

EH will not refund or cover any cost or expenses incurred for any missed activities due to a participant’s inability to fully participate with the group.

AUTHORITY TO REMOVE OR REFUSE PASSENGERS: In the sole discretion of EH, EH may refuse transport to any passenger or may require any passenger to leave the tour if it is in the reasonable opinion of EH, our representative, or our suppliers that the participant (1) is dangerous to others or to himself or herself; (2) has engaged in, is engaged in, or is threatening to engage in, behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of other passengers or EH representatives, including, but not limited to, behavior that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene; or (3) has failed or refused, or is failing or refusing, to follow EH’s rules and procedures or the instructions of EH or its representatives. In the event a participant is removed, such participant may be left at any city without any liability to EH or its representatives. EH shall not be required to refund any portion of the price paid by any participant who is removed under the terms of this paragraph, nor shall EH be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by the passenger. EH shall be entitled to recover from the participant any costs or expenses incurred by EH or its representatives in the removal of the participant or the exercise or enforcement of this clause.

DAMAGE TO ACCOMMODATION/PROPERTY: If Tour Participant(s) damage their accommodation or any property, they must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of their stay if the cost has been established by then or as soon as it has been established if later. Tour participant(s) indemnify EH for the full amount of any claim (including legal costs) made against EH. Criminal proceedings may be instigated. EH is not responsible for any costs incurred concerning a participant removed from a travel program or aircraft, ship or train. Guests agree not to hold EH or any of its related entities liable for any actions taken under these terms and conditions.

MOTORCOACHES: For the enjoyment of all passengers, you must adhere to the rules of the Tour Director. Alcohol consumption is not allowed on board motorcoaches. Many local laws require the use of seatbelts while traveling. When seatbelts are provided, you are responsible for wearing your seatbelt. EH is not liable, nor are our service providers, for any injury, loss, damages, claims, or death resulting from any accident or incident if you were not wearing your seatbelt at the time of the accident or incident when the motorcoach is equipped with them.

DIETARY REQUESTS: Persons with dietary preferences and special requests relating to meals served during your cruise and tour must notify EH at time of booking. While we will endeavor to accommodate requests, these cannot be guaranteed and are subject to availability and the ability to fill those requests by the respective dining rooms and kitchens of the ship, restaurants and attractions to be visited. NOTE: There may be additional charges associated with special dietary requests which are payable by the participant at time of service.

MEDICAL: Medical doctors are not available on any vessel. If medical services are required, efforts to contact local medical providers will be made. A participant requiring such assistance is solely responsible for all related charges. We will not be responsible or liable for sufficiency of our efforts to reach medical providers, unavailability, delay, quality or other aspect of any such services. Participant is encouraged at time of booking and well before departure, to review participant's health and medical conditions and insurance and consult participant's health care and insurance providers regarding needs and scope of coverage for any incident or need that may occur during travel, and to obtain supplemental health and medical insurance for the travel, as needed.

PHOTOGRAPHS / MAPS: Photographs or maps appearing in EH brochures, flyers or website should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Maps shown on the vacation pages are current at the time of issuance and may not reflect the actual routing should the itinerary change.

PHOTOGRAPHY AND VIDEO ON TOUR: Occasionally, EH will use photographs and/or video taken by fellow guests on tour for print, internet and other promotional purposes. If you prefer that your image not be used in any marketing activities, please notify your EH Tour Director.

LINKS TO SITES OF OTHER PARTIES: The Content contained on this Site may include links to other sites. The other sites may not be under the control of EH and EH is not responsible for the information or content contained on any web site not owned by EH, and EH has included the links as a convenience to you. EH does not endorse, sponsor or approve any other site, or product or service offered by any other site, for which it has provided a link.

INFORMATION COLLECTION, USE AND SHARING: This privacy notice discloses the privacy practices for EH. This information applies solely to information collected by this web site.

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email, registration or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g., to ship an order. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

PASSENGER CONTRACT: All ship transport is provided according to terms and conditions of the Passenger Ticket Contract included in the final documentation and available for review at the following website: www.AmaWaterways.com. Please carefully read the Passenger Ticket Contract which is a binding contract between you as the passenger and AmaWaterways GmbH, an entity organized under the laws of Switzerland, which owns, operates and/or charters the ship, as the carrier ("Carrier"), and governs all dealings between you and Carrier. The Passenger Ticket Contract, is governed by the laws of Switzerland, and establishes limits of liability, limits on claims, and time limits for making claims, as well as other restrictions, limits and disclaimers limiting Carrier's liability for your death, illness, injury, or damage claims relating to baggage or personal property. It incorporates provisions and limitations under the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974, and the Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1976, the International Convention on Limitation of Liability for Maritime Claims, 1976, and the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, 1988. Venue for litigation of any disputes under the Passenger Ticket Contract is exclusively in the courts of Basel, Switzerland. California Seller of Travel Law: EH is registered with the California Attorney General, California Seller of Travel Program as American Expanding Horizons dba Expanding Horizons, registration number CST: 2031884-40. Registration as a seller of travel does not constitute approval by the State of California. This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if EH were registered and participating in TCRF at the time of sale and you are located in California at the time of payment.

LIMITATION OF LIABILITY: REGARDLESS OF ANY OTHER PROVISIONS IN THIS CONFIRMATION, IN OUR BROCHURES OR ON OUR WEBSITES, OUR LIABILITY FOR BREACH, DAMAGE, LOSS, PERSONAL INJURY, DEATH, AND/OR LOSS OF OR DAMAGE TO PROPERTY, OR OTHER LOSS, INJURY OR DAMAGE, ALSO INCLUDING, BUT NOT LIMITED TO, ECONOMIC DAMAGES, EMOTIONAL DISTRESS, MENTAL SUFFERING AND/OR PHYSICAL OR PSYCHOLOGIC INJURY, WHETHER OCCURRING BEFORE THE START OF TRAVEL, AFTER TRAVEL HAS BEGUN, AFTER COMPLETION OF THE TRAVEL, OR MULTIPLE TIME PERIODS, AND REGARDLESS OF WHETHER DUE TO ACCIDENTAL OR WILLFUL OR INTENTIONAL ACT OR OMISSION OF ANY PERSON OR ENTITY, OR OTHER CAUSE SHALL NOT EXCEED THE AMOUNT PAID TO US FOR THE TRAVEL.

AGREEMENT; FORUM AND JURISDICTION FOR LEGAL ACTION; JURY WAIVER: Your payment of a deposit and/or our issuance of final documents shall be deemed consent by participant to these terms and conditions. These terms are deemed to be made, accepted and entered into in Orange County, California. These terms and the rights and obligations of the parties, and any legal or equitable action concerning the interpretation, enforcement, or claimed breach of any term, obligation, or duty as contained or related to these provisions or arising from these terms and conditions, shall be interpreted, construed and governed by the laws of California, and any such claims shall be litigated, if at all, before a court of competent jurisdiction located in the County of Orange, California, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You agree to consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL.

TIME LIMIT FOR NOTICE OF CLAIMS AND FILING LEGAL ACTION: The parties agree that any notice of claim against us of any nature whatsoever which is connected to, related to or arising from these terms and conditions must be received by us in writing within thirty (30) days after the date of completion of the cruise or cruise and land package. No lawsuit may be maintained against us unless the lawsuit is commenced no later than six (6) months after the date of completion of the cruise or cruise and land package, and valid service of the lawsuit on us is made within thirty (30) days after commencement of the lawsuit.

DISCLAIMER OF RESPONSIBILITY: EH and AMA's arrangements are with AWL and other independent vendors who arrange with others for services described on our website and in our brochures. Transport on river cruise ships ("ships") or other forms of transport ("transport") is provided by third party owners, operators and charterers ("supplier(s)"). Suppliers are separate entities and are not deemed to be our principals, agents, employees or partners. EH does not own or operate any ship or transport service. Accordingly, EH DISCLAIM RESPONSIBILITY AND LIABILITY FOR, AND PARTICIPANT WAIVES, RELEASES AND ACKNOWLEDGES THAT THERE SHALL NOT BE ANY CLAIM OR RECOURSE AGAINST US FOR OR AS A CONSEQUENCE OF: BREACH OF DUTY, BREACH OF CONTRACT, NEGLIGENT OR WILLFUL OR INTENTIONAL ACT, FAILURE TO ACT OR OMISSION BY ANY SUPPLIER. Supplier and participant obligations and liabilities are subject in each case to terms and conditions of each supplier's contract of carriage or other supplier terms and conditions, and any and all applicable government laws and regulations and international conventions that apply, including, but not limited to choice of law, jurisdiction of disputes and limitations of liability and limitations on timing of claims. PARTICIPANT AGREES THAT EH SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS (INCLUDING PERSONAL INJURY, DEATH, AND LOSS OF OR DAMAGE TO PROPERTY) OR EXPENSE OCCASIONED BY ANY ACT OR OMISSION OF ANY SUPPLIER PROVIDING SERVICES, OR ANY PROVIDER OF A TRAVEL PROTECTION PLAN, OR INSURER, OR OF ANY OTHER PERSON. If the services of a supplier cannot be delivered or there are changes in any planned service for any reason beyond our control, we will make an effort to arrange similar services. Any resulting additional expenses will be participant's responsibility.

By confirming the reservation with payment, the guest/travel agent acknowledges that they are aware of and will comply with these terms and conditions.