

VIKING RIVER CRUISES, INC. BINDING CONTRACT

IMPORTANT INFORMATION: THIS WILL CONFIRM YOUR PURCHASE OF A VIKING RIVER CRUISES, INC. RIVER CRUISE. PLEASE READ THE TERMS AND CONDITIONS OF THIS LEGALLY BINDING CONTRACT BETWEEN YOU AND VIKING RIVER CRUISES, INC. THIS CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS SPECIFIC LIMITATIONS OF LIABILITY. PLEASE REVIEW THIS CONTRACT CAREFULLY, SO THAT YOU UNDERSTAND BOTH YOUR AND OUR RIGHTS AND RESPONSIBILITIES.

General Conditions: THIS CONTRACT IS SOLELY BETWEEN YOU (THE GUEST ON A VIKING RIVER CRUISE) AND VIKING RIVER CRUISES, INC. ("VIKING"), WHICH ACTS SOLELY AS A SALES AGENT FOR THE OWNERS AND OPERATORS OF THE SHIPS DESCRIBED IN THE VIKING RIVER CRUISES BROCHURES, WEBSITE OR ANY OTHER PROMOTIONAL MATERIAL ("VIKING ADVERTISING") AND FOR ALL TRAVEL SERVICES, INCLUDING LAND, AIR AND WATER TRANSPORTATION, ACCOMMODATIONS AND EXCURSIONS WHICH COMPRISE A VIKING RIVER CRUISE, ALL OF WHICH ARE PURCHASED FROM THIRD-PARTY PROVIDERS UNRELATED TO VIKING, WHICH NEITHER OWNS NOR OPERATES ANY VESSELS OR OTHER MEANS OF TRANSPORTATION, ACCOMMODATIONS OR OTHER TRAVEL OR LEISURE FACILITIES. VIKING ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ACTS OR OMISSIONS OF THOSE PERSONS PROVIDING TRAVEL SERVICES, ACCOMMODATIONS OR ANY OTHER ELEMENT OF A VIKING RIVER CRUISE. YOU AGREE THAT PASSAGE ON ANY VESSEL UPON WHICH VIKING IS ACTING SOLELY AS A SALES AGENT IS GOVERNED BY AND SUBJECT TO THE TERMS AND CONDITIONS OF THE PASSENGER TICKET CONTRACT ISSUED TO YOU WHICH LIMITS YOUR RIGHTS AND SETS FORTH LIMITATIONS WITHIN WHICH CLAIMS MAY BE MADE AND/OR SUITS MAY BE FILED AGAINST A PARTICULAR VESSEL, ITS OWNERS, OPERATORS AND VARIOUS OTHER THIRD-PARTY PROVIDERS. YOU FURTHER AGREE THAT YOUR RIGHTS AS A GUEST OF VIKING RIVER CRUISES ARE GOVERNED SOLELY BY CONTRACTS BETWEEN YOU AND ALL THIRD-PARTY PROVIDERS FORMING COMPONENT PARTS OF EACH VIKING RIVER CRUISE. ALL AGREEMENTS TO WHICH YOU ARE SUBJECT ARE AVAILABLE ONLINE AT WWW.VIKINGRIVERCRUISES.COM. SPECIFICALLY, IN MAKING A DEPOSIT FOR ANY VIKING TRIP, YOU AGREE TO BE BOUND BY ALL PROVISIONS CONTAINED IN THE APPLICABLE AGREEMENTS COMPRISING YOUR VIKING RIVER CRUISE, INCLUDING SPECIFICALLY THOSE PROVISIONS RELATING TO VENUE, JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION AS WELL AS LIMITATIONS OF LIABILITY.

Dispute Resolution: This Contract is governed by the laws of the State of California, exclusive of conflicts of law provisions. All disputes relating to this Contract directly or indirectly shall be litigated if at all in and before any court of competent jurisdiction located in Los Angeles County, California, USA, to the exclusion of the courts of any other jurisdiction and you agree to be bound by and submit to the venue and jurisdiction stated in this Contract.

Deposit Policy: A cruise fare deposit of \$500.00 per person is required to secure a confirmed reservation. The deposit applies to the cruise fare portion only and does not apply to air purchased. Air seats are limited; airfares are subject to change and are not guaranteed until full payment of air is received. When more than one cruise is booked, deposit and payment policies apply per cruise fare. The final balance is due no later than 90 days prior to departure. Promotions may have different payment terms. Please refer to the offer. All reservations are subject to cancellation and/or cancellation charges if payments are not received by the due date.

Payments/Revisions: Visa, Mastercard, American Express, Discover, checks made payable to Viking and e-check (Electronic Funds Transfer) are all acceptable forms of payments. Once a cruise booking has a deposit or air is paid in full, all changes are subject to a \$30.00 charge per change. See Cancellation Policy section for additional details on situations which are classified as cancellations rather than changes.

Cancellation Policy: For any cruise/tour booking, whether under deposit, partially paid, or paid in full, or air paid in full the following Travel Agent or Guest-requested situations are considered cancellations and penalties will apply as noted below: changes to departure date; substitutions of itinerary; substitution of another person for original booked guest(s); or changing to a promotional fare. All cancellations must be in writing. For all air-inclusive packages cancelled after issuance of an airline ticket, the air portion of the refund, if any, will be processed only after the return of airline ticket. The following cancellation charges will be assessed for all written cancellations received prior to departure up to the scheduled time of departure. The following charges will apply to cancellations received as follows (Viking Strongly recommends the purchase of the Travel Protection Plan):

<u>Cancellation received</u>	<u>Charges will apply</u>
121 days or more prior to time of departure:	\$100.00 per person
120-90 days prior to time of departure:	15% of Full Fare
89-60 days prior to time of departure:	35% of Full Fare
59-30 days prior to time of departure:	50% of Full Fare
29-0 days prior to time of departure:	100% of Full Fare

Full Fare is defined as the full cost of any cruise, land or air component purchased from Viking.

Travel Protection Plan: We highly recommend adequate personal and baggage protection as well as trip cancellation travel protection plan for all guests. All trip cancellation policies will be strictly enforced. Applications for the Travel Protection Plan are provided upon request.

Travel Documentation: All guests must have passports valid for six months following disembarkation and necessary visas when boarding. It is the guest's responsibility to ensure that they have all necessary documents to participate in the cruise or tour which they have purchased and Viking accepts no responsibility for obtaining required visas nor for advising guests of visa or other immigration requirements. Travel documents are issued 3 weeks prior to departure. Documents required prior to 3 weeks will be charged a \$25 processing fee.

Responsibility and Liability: Viking accepts no liability or responsibility for any activity comprising a Viking River Cruise, except that of a sales agent promoting, selling and otherwise administering river cruises consisting of those travel services and facilities noted above, all of which are furnished by third-party providers unrelated to Viking. Those persons providing travel services and/or accommodations for Viking River Cruises are independent contractors and are neither agents nor employees of Viking, which is not responsible for direct, indirect, consequential or incidental damage, injury, loss, accident, delay or irregularity of any kind, occasioned by reason of any act or omission beyond its control. All arrangements made for you as a guest in a Viking River Cruise with independent contractors otherwise referred to as third-party providers are made solely for your convenience as a guest at your sole responsibility and cost. Under no circumstances shall Viking be construed as a carrier or as a provider of travel services or accommodations of any nature, it being understood that all such services and accommodations shall be governed by agreements between you as the guest and each such third party provider as an independent contractor.

Viking shall not be liable for delay or inability of any third party provider/independent contractor to perform any travel service or accommodation referred to in the Viking Advertising or any part thereof caused by or arising out of strikes, lockout or labor difficulties or shortages whether or not the carrier is party thereto, or explosion, fire, collision, standing or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whosoever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, act or threats of terrorism, inability to secure or failure to obtain supplies including fuel, Acts of God, or other circumstances beyond their control (the "events"). Upon the occurrence of any such event an increase or decrease in the purchase price may be required and in such case you shall be provided with an explanation of the changed circumstances, together with a partial refund or a supplemental invoice, which you agree to pay when received. This Contract may not be otherwise modified except by a writing signed by an executive corporate officer of Viking.

Cancellation by Viking: Viking reserves the right to withdraw and/or cancel a cruise or to make changes in the itinerary involving any travel services and accommodations whenever, in its sole judgment, conditions warrant. In the event of charters of the vessels, truces, lockouts, riots or stoppage of labor from whatever cause or for any other reason whatsoever, the Owner or Operator of the cruises identified in the Viking Advertising may, at any time, cancel, advance or postpone any scheduled cruise and may, but is not obliged to, substitute another facility or itinerary and Viking shall not be liable for any loss whatsoever to guests by reason of any such cancellation, advancement or postponement.

Viking shall not be required to refund any amount paid by any cruise guest who must leave the cruise prematurely for any reason, nor shall Viking or the owners or operators of the cruise identified in any Viking Advertising be responsible for lodging, meals, return transportation or other expenses incurred by such guest.

Services Provided by Airlines: Viking reserves the right to choose the air carrier, routing and city airport from each gateway city. Any changes (including name changes) made to an issued airline ticket will incur a \$50.00 per ticket change fee. Any additional costs including penalties for cancellations/rebookings

will be made at the guest's expense. All airline tickets issued by Viking are refundable only to Viking, therefore, all tickets should be returned to: Viking, Attention: Air Refunds. Viking will determine the amount of any refund due. If the air ticket is lost, the guest is responsible for the cost of its replacement. Viking has no responsibility for altered travel plans caused by airline delays or for any act, omission or event occurring while not on board. Viking cannot confirm airline seating assignments, add frequent flyer numbers to airline records or request special meals; these services should be arranged by a guest's travel agent or directly with the airline. Baggage fees may apply.

Physically Challenged Guests: You must report any disability requiring special attention while on your Viking River Cruise to Viking at the time the reservation is made. All vessels and motorcoaches are equipped to European standards. Most transportation services, including the vessels and motorcoaches, are not equipped with elevators or wheelchair ramps. Viking 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 is it responsible for any denial of services by vessel operators, air carriers, hotels, restaurants, or other independent suppliers. We regret that we cannot provide individual assistance to a vacation participant for walking, dining, getting on and off vessels, motorcoaches and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well being. The passenger assumes the full risk of use and of any prohibitions imposed by vendors. Motorized scooters are not typically suitable on international tours. Guests who have any medical, physical or other special needs must contact Viking at 1-877-66VIKING to obtain our Policy Statement prior to the commencement of any Viking River Cruise or Viking Tour.

California Seller of Travel: Viking is registered in California as a seller of travel. Viking's seller of travel registration number is 2052644-40. Registration as a seller of travel does not constitute approval by the State of California.

United States Tour Operations Association \$1 Million Travelers Assistance Program: Viking, as an Active Member of USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payment of Viking's customers in the unlikely event of Viking's bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by Viking may be sufficient to provide only a partial recovery of the advance payments received by Viking. Complete details of the USTOA Travelers Assistance Program may be obtained in writing to USTOA at 275 Madison Ave, Suite 2014 New York, NY 10016 or by email to information@ustoa.com, or by visiting their website at www.USTOA.com.

California Travel Consumer Restitution Fund: This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and if the guest is located in California at the time of payment. Eligible guests may file a claim with TCRF if the guest is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when you required. The maximum amount which may be paid by the TCRF to any one guest is the total amount paid on behalf of the guest to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within six months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or online at <http://caag.state.ca.us/travel>.