



RIVERSIDE
LUXURY CRUISES

TERMS AND CONDITIONS

Last Updated: July 14, 2023

IMPORTANT NOTICE: These terms and conditions (the “Terms”) govern the booking and sale of your various travel accommodations through Riverside Collection, Americas, Inc., a Delaware corporation (hereinafter the “Company”, “we”, “our” or “us”). Your actual travel accommodations are governed by the terms and conditions or other agreement or agreements (collectively, the “Supplier Agreements”) between you and Riverside Collection Operations GmbH, an entity organized under the laws of Switzerland (d/b/a Riverside Luxury Cruises) (the “Carrier”) and/or any other third party supplier providing travel services (together with the Carrier, the “Suppliers”). Please carefully read all of these legally binding Terms and your Supplier Agreements. These Terms contain, among other things, disclaimers, specific limitations of liability and substantial penalties for cancellation.

I. GENERAL CONDITIONS

These Terms govern the terms of your use and access to the Company’s websites, other online or wireless offerings (whether accessed by computer, mobile device or other technology), and in-person or remote communications with Company employees or representatives (collectively, “Company Services”) as well as the booking and purchase of Travel Accommodations (defined below) through the Company Services (your “Reservation”). By accessing the Company Services and/or making a Reservation you acknowledge and agree that you have read, understand and agree to be bound by these Terms. The Supplier Agreements govern the flight, transportation, hotel, cruise, excursions and/or other travel accommodations purchased through the Company Services (collectively, the “Travel Accommodations”). The Supplier Agreements, incorporated herein by reference, shall inure to the benefit of the Company.

The Company reserves the right to update or amend these Terms at any time. You agree to be bound by the Terms as listed online at the time you access the Company Services and/or book your Reservation.

II. RESERVATIONS FOR TRAVEL ACCOMMODATIONS

A. Eligibility to Book a Reservation

You must be at least 18 years of age to make a Reservation. In all cases, the person making the Reservation represents and warrants that all participants in the Travel Accommoda-

tions (collectively, the “Participants”) have consented to, accepted, and agreed to be bound by these Terms.

B. Restrictions for Minors

An adult must accompany Participants under 18 years of age (“minors”) on all Travel Accommodations. You are responsible for the behavior, security and supervision of all minors on your Reservation.

C. Pregnancy and Minimum Age

For safety reasons, and due to the limited medical care available on board the ship, the following restrictions apply with respect to pregnancies: Up to the 21st week of pregnancy, pregnant travelers must produce a medical confirmation of fitness to travel. If a pregnant traveler is in the 22nd week or more of pregnancy on embarking, they cannot be accepted as a passenger. Children who are not at least three months old on embarking also cannot be accepted as passengers.

D. Accuracy of Information

You must provide all information requested by the Company along with your initial Deposit. You are responsible for providing and verifying full, complete and accurate information for you and all Participants at the time of booking your Reservation and at any time additional information is requested by the Company or the Suppliers. The Company reserves the right to cancel your Reservation and all Travel Accommodations, and retain all related Deposits, cancellation fees, or other amounts, if the information you provide is incomplete or inaccurate.

Under no circumstances is the Company liable for any errors or omissions in the information provided by you. You are solely responsible for all fees assessed due to incomplete, erroneous or inaccurate information.

E. Information Privacy

Your information privacy is specified in our Privacy Policy, which may be found here: [\[link to privacy policy\]](#) (“Privacy Policy”). The Privacy Policy provides additional information regarding our treatment and use of your data and further details your rights as an individual, including your ability to modify our use of your data. We take your privacy seriously and agree to only use and disclose your data in accordance with these Terms and our Privacy Policy.

By making a Reservation with the Company you covenant and agree to indemnify and hold harmless the Company and its affiliates in respect of the Company’s use, storage or transfer of your information as provided in these Terms. By accessing the Company Services, you covenant and agree that you have obtained all necessary and proper consents to provide the Company with personal information of all Participants.

F. Subject to Change Itineraries

The Company will notify you via email when the final itinerary is available for departures advertised with “subject to itinerary

modifications”.

G. Travel Documents

It is your responsibility to obtain and have in your possession proper and valid documentation (including, without limitation, identification cards, passports, visas and/or vaccination records) required for entry and departure for each country to and from which you travel. You should contact your travel agent, consulate service or the Suppliers to determine what documents are required for your travel. You are solely responsible for the cost incurred during travel for missing, incomplete or defective documentation. The Company is not liable for any loss or expense incurred due to loss, damage, or errant entry, exit or travel documentation. Travel information (including airline confirmation information, hotel reservations, or other similar information, as applicable) will be sent via email, approximately two to four weeks prior to departure. Any delay in your final payment will delay delivery of your travel documents.

III. PRICING & PAYMENT

A. Pricing

Prices shown for the specific Travel Accommodations requested and, for cruises with the Carrier, are per person, based on two people sharing a room inclusive of taxes and gratuities. Prices do not include any other goods or services. Unless specifically noted in your Reservation, no other Travel Accommodations, taxes, gratuities or fees are included in your Reservation.

All prices are set by Suppliers and are subject to change without notice. Obvious pricing errors and misprints are not binding on the Company. In the event the price listed, quoted, or confirmed is incorrect due to a system error, human error or other error, the Company reserves the right to correct the price and re-invoice you at the correct price or to cancel your Reservation and refund any amounts paid by you to the Company. For example, if you book a river cruise that was mistakenly offered for \$1, we reserve the right at any time (including after payment) to either invoice you for the correct price of the river cruise or to cancel your Reservation and refund any amounts paid by you.

If you make your own transportation, hotel, or other travel arrangements, the Company is not responsible for any such arrangements or any losses arising or resulting from such arrangements or any cancellation or changes to such arrangements.

B. Payment Method

The Company accepts payment through Visa, MasterCard, Discover/Novus, and American Express. Some credit card companies may impose a “Foreign Transaction Fee” even though your transaction is denominated in U.S. dollars. These fees are not reflected in the prices shown.

C. Deposits

At the time of reservation a per person, per trip deposit is required (the “Deposit”). The Deposit is refundable and transferrable up to 90 days before the first date of your Travel Ac-

commodations (your “Departure Date”); provided, however, that amounts paid for travel protection are always non-refundable. The deposit amount is dependent upon the trip and services booked.

In addition to the Deposit, Suppliers may also require additional deposits which may or may not be refundable, as provided in the Supplier Agreements.

D. Full Payment

Unless otherwise required by the Supplier, your final payment for all outstanding amounts owed for the Travel Accommodations is 90 days prior to your Departure Date (the “Final Payment Date”). If your reservation is not paid in full by the Final Payment Date, your Reservation and Travel Accommodations will be canceled and the Deposit, plus any travel protection and all other third party charges, will be retained by the Company.

Reservations made after the Final Payment Date require payment in full at the time of booking your Reservation.

IV. CHANGES TO RESERVATIONS & CANCELLATIONS

A. Reservation Changes

The timing of each activity or any travel itinerary under your Reservation is not guaranteed and is subject to change at any time, with or without advance notice to you. No refunds will be provided for such changes.

1.Changes on or Before the Final Payment Date

You may make revisions to a Reservation one (1) time on or before the Final Payment Date, free of charge from the Company. For any subsequent revisions, you will be charged a minimum \$25 per person fee by the Company. These fees are non-refundable.

The Suppliers may charge additional fees for any revisions, including those made on or before the Final Payment Date, per the terms of the Supplier Agreements.

2.Changes After the Final Payment Date

Any change to a Reservation (including, without limitation, changes to a Participant's name, the Departure Date, or Travel Accommodations) after the Final Payment Date is treated as a full cancellation and new reservation. All cancellation fees apply in these instances.

No refunds will be issued for unused services (late arrivals, temporary absences from your trip or early departures), for unused transportation where group activity tickets are involved, or for voluntary modifications made by you.

B. Cancellation by You

You may cancel your Reservation at any time by notifying the Company in writing, subject to the fees described below in addition to any other fees or penalties imposed by Suppliers per the terms of the Supplier Agreements. Unless otherwise provided in a Supplier Agreement, Reservations are subject to the following cancellation fees:

DATE CANCELLATION NOTICE RECEIVED	CANCELLATION FEE
Between the Final Payment Date and 30 days prior to the Departure Date	40% of full fare
Between 29 days and 14 days prior to the Departure Date	75% of full fare
On or after the Departure Date	90% of full fare

C. Cancellation by the Company

The Company reserves the right to cancel or reschedule any Travel Accommodations at any time and for any reason, including (i) any cancellation of Travel Accommodations by a Supplier (each, a "Supplier Cancellation"), or (ii) any loss, damage, or other injury arising out of or caused by, directly or indirectly, forces beyond our control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, pandemics or disease, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services (each a "Force Majeure Event").

In the event your Reservation and Travel Accommodations are cancelled by the Company at any time due to a Supplier Cancellation or a Force Majeure Event, the Company will provide a future travel/booking credit for the portion of your trip impacted. Future travel/booking credit will be redeemable for travel with the Company during the one year period immediately following your original Departure Date. If a future travel/booking credit is not acceptable to you, the Company will refund all sums paid to us for services not performed, but solely to the extent such amounts are refundable in accordance with the terms of the Supplier Agreements.

In the event of a cancellation by the Company at any time for any reason other than a Supplier Cancellation or Force Majeure Event, the Company will try, at your discretion, to rebook the same trip with a different Departure Date, or a similar trip, but there is no guarantee of availability. The Company will refund the difference in price if the alternate is lower. You are responsible for additional costs if the alternate is higher. If this rebooking option is not acceptable to you, the Company will refund all sums paid to us for services not performed to the extent such amounts are refundable in accordance with the terms of the Supplier Agreements.

you acknowledge and agree that, if your reservation is cancelled by the company for any reason, you shall have no claim against the company other than for a refund of the amounts actually paid by you to the company.

All refunds will be paid to you within thirty days after the Company receives the funds from the Supplier with whom the services were arranged, or if the funds were not sent to the Carrier or Supplier, the refund will be paid to you within ten days after cancellation.

V. SPECIAL ACCOMMODATIONS

If you require assistance or accommodation in accessing the Company Services or making your Reservation, please contact the Company at any time. Suppliers are responsible for addressing any special accommodations or assistance you may require according to the terms of the Supplier Agreements and applicable law.

If you or any Participant has any special requirements or disabilities, or otherwise require medical or other accommodations, all such information and requests must be disclosed to the Company and the Suppliers at the time of making your Reservation. If such requirements or requests arise after you make your Reservation, you are responsible for notifying us and the Suppliers as soon as possible. If the Company and/or the Suppliers have not received notice of your requirements or requests, and/or if you or any Participant poses a threat to the health or safety of others, if you or any Participant brings weapons, ammunition, explosives or flammable substances, poisons or similar substances, if you or any Participant consumes or possess illegal drugs and/or if you or any Participant commits a crime or administrative offence during the Travel Accommodations, the Suppliers may be unable to accommodate you for part or all of the Travel Accommodations under your Reservation and may cancel such Travel Accommodations in accordance with their policies and procedures and applicable law.

Certain laws that may protect you in the United States, such as the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act, are only applicable in the United States. To the extent your Reservation is for Travel Accommodations outside of the United States, these laws will not apply and the laws of the country in which you travel may not offer similar protections. The Company is not liable for denial of services to you by any Supplier or other third party. The Company is not liable for any additional costs incurred from a denial of services under this section.

VI. TRAVEL ACCOMMODATION SELECTIONS

A. Hotel Accommodations

The Company does not secure early check-in (unless specifically noted in your Reservation) for any hotel stay included in your Reservation. Check-in times vary worldwide and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

Unless specifically stated in your Reservation, your hotel reservation is for a standard, twin-bed room (two separate beds per room). Double-bed rooms (one bed per room) or other room configurations or accommodations are not guaranteed but may be indicated as a preference on your Reservation. Assignment of rooms is at the hotel's discretion and is not controlled by the Company.

Hotels are not guaranteed. The Company reserves the right to substitute hotels of similar standards at our discretion. No

refunds are provided for hotel changes. Should you wish to cancel your Reservation because of a hotel change, full cancellation fees apply.

Hotel rewards, points or other similar benefits cannot be earned or redeemed with hotel stays included in your Reservation.

B. Staterooms with the Carrier

Unless available and specifically included in your Reservation, for any cruises with the Carrier included in your Reservation, staterooms are assigned upon embarkation. The Carrier reserves the right to change your cabin when necessary. Upgrades must be purchased in advance of departure; there is no guarantee of upgrade availability if not purchased in advance. The Company cannot guarantee fulfillment or special arrangements or requests, such as adjoining rooms, special bed configurations, or nonsmoking room requests.

VII. LIMITED LICENSE TO USE OUR WEBSITE OR OTHER COMPANY SERVICES

Users are granted a limited, revocable non-exclusive license to access our website and the content and services provided on our website solely for the purpose of using Company Services or researching any of the products or services offered on our website, participating in an interactive area hosted on our website (such as posting reviews or uploading images) or for any other purpose clearly stated on our website, all in accordance with the Terms. Any use of our website that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

VIII. PROHIBITED ACTS

The license to use our website only extends to the uses expressly described herein. The license to use our website granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of our website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to our website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing vacation property rental services or other services that compete with us.

Unauthorized uses of our website also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and specifically agreed to by us:

1. Any commercial use of our website or any content on our website, other than by travel agents in good standing with us;
2. Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever;
3. Reproduce any portion of our website on your website or otherwise, or mirror or replicate any portion of the Site;
4. Deep-link to any portion of our website without our express written permission;
5. Modify, translate into any language or computer language or create derivative works from, any content or any part of our website;
6. Sell, offer for sale, transfer or license any portion of our website in any form to any third parties;
7. Use our website to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
8. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
9. Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
10. Use or access our website in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of our website or any other system used by us or the Site.
11. If you are aware of, or experience, any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us by contacting us as set forth under "Contact Us" below.

IX. COPYRIGHT NOTICES

A. Our Copyrights

Our website and all content and information on our website are protected by copyright as a collective work and/or compilation, under applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information or restrictions contained in or relating to any content on our website. Copying, storing or otherwise accessing our website or any content on our website other than for your personal, noncommercial use is expressly prohibited without prior written permission from us or as provided for above in Section VIII.

B. Our Trademarks

The Riverside name and logo and those of our affiliates are trademarks, either registered or by common law in the United States and other jurisdictions around the world ("The Trade-

marks"). We generally do not permit the use of our names and logos, other than as described below or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirt, etc., or if you have other questions, you may contact us as provided below.

There are limited ways in which you may use our trademarks or logos in connection with a listing without specific prior written authorization. The following are general guidelines. It is usually permissible for you to refer to The Trademarks or the name of one of our affiliate websites in the course of offering the Company Services to others or in other permissible communications. However, you may not use The Trademarks in any way that would lead another to believe that we sponsor or are officially affiliated with you.

C. Your rights

You hereby represent and warrant that you (a) have all necessary rights to sublicense, without any restrictions, any content you provide to us in the use of our website or Company Service, and (b) by providing any information to us, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the content, which may include, without limitation, one or more copies, photographs, likenesses of individuals, and reviews.

X. THIRD-PARTY WEBSITES

Our website may contain links and pointers to other Internet sites and resources. Links to and from our website to other third-party websites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party websites or the contents thereof. We may also provide tools to allow interaction between our website and a third-party website, such as a social media site. We are not responsible in any way for such third-party websites or resources and your use of such websites and resources will not be governed by these Terms.

XI. WAIVERS & DISCLAIMERS

A. Company Representations

A provision of these Terms may not be waived or varied except in writing, signed by an authorized representative of the Company and you.

Suppliers are third-parties and are not agents, employees, servants, or joint ventures of the Company or its affiliates and have no right, ability or authority to act on behalf of or in the name of the Company. From time-to-time, and for the purpose of identifying certain Suppliers as the provider of a component or part of your Travel Accommodations, a Supplier may utilize the name "Riverside" on promotional media, signage, or attire. Although you may see the Company name on vehicles, signs, apparel, or elsewhere, its use by Suppliers is solely for the

purpose of identification and does not represent or signify in any way ownership, management, supervision, direction, or control, or the right to direct or control by the Company of services that are provided by the Suppliers or their employees, servants or agents.

B. Disclaimer of certain liabilities; indemnification

the company acts solely as a u.s. sales and marketing agent for the carrier. all related travel accommodations are purchased from various suppliers, each of whom are third parties. the company neither owns nor operates any vessel or other means of transportation or any other travel accommodations. under no circumstances shall the company be construed as a carrier or other supplier of travel accommodations of any nature. the company is not liable or responsible for any claim, action, damage, injury, illness, death, loss, accident, delay or irregularity of any kind, occasioned by reason of any act, omission or negligence of a supplier or related to or arising or resulting from the travel accommodations (collectively "travel losses"). by accessing the company services and/or making a reservation you specifically release the company from any and all travel losses. in no event will the company's liability exceed the actual amount paid by you to us under your reservation. neither you, the company, nor any affiliate of the company shall be liable for damages other than compensatory damages. you and the company hereby waive any right to claim indirect, consequential, incidental, special, punitive or exemplary damages. you and the participants covenant and agree that claims may be brought by you or the participants only in their individual capacities and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. the parties expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

you agree to indemnify, defend, and hold harmless the company and its parents, affiliates, subsidiaries, and all of their respective officers, directors, employees, agents, representatives, and stockholders from and against (1) all travel losses, including without limitation, costs and attorneys' fees actually incurred, and (2) any claim, action, damage, injury, illness, death, or loss (including, without limitation, costs and attorneys' fees actually incurred) related to, arising or resulting from a breach of any of your covenants or obligations as set forth in these terms or any act or omission by you or any other participant.

in addition to the disclaimers and liability limitations set forth in these terms, the supplier agreements may also contain important limitations of liability for claims, including for injury, illness, death, baggage and personal property damage, time limits for claims and suits, designated forum for suits and choice of law provisions, class action waivers, and/or terms and conditions related to covid-19 or other health policies and procedure. the company is entitled to rely upon and benefit from all of the suppliers' rights, limitations and exemptions from liability, defenses and immunities set forth in the supplier agreements.

XII. CHANGES TO THE TERMS

We may change the Terms from time to time. When we do, we will inform you via our website or other means of contact, such as email.

XIII. DISPUTE RESOLUTION

Any dispute between the you or any other Participant and the Company, directly or indirectly relating to these Terms and/or the Reservation, shall be first submitted to mediation in Denver, Colorado, before a mediator mutually agreed to by you and the Company.

If the claim is not resolved through mediation, either party may then file an action; provided, that any action shall be brought only in the courts of the State of Colorado. You and all Participants (1) agree that Colorado shall be the sole and exclusive venue for any such action, (2) hereby consent to the jurisdiction of the Colorado courts for such action, and (3) hereby waive, and agree not to assert, by way of motion, as a defense or otherwise, in any such action a claim that he/she is not subject personally to the jurisdiction of the courts of the State of Colorado or that the action is brought in an inconvenient forum, or that the action is improper or may not be enforced in or by such court.

any claim against the company must be brought within twelve (12) months after the last day of the trip included in your reservation and not later. you and each participant expressly agree that the time period provided herein shall replace any statute of limitations that would otherwise be applicable.

These Terms shall be construed in accordance with and governed by the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Colorado.

XIV. CONTACT US

Any correspondence should be directed to the Company at its principal address, as follows:

Riverside Collection, Americas, Inc.
Attn: Jennifer Halboth
PO Box 32
Kittredge, CO 80457
Telephone: 303-880-7817
Email: j.halboth@riverside-cruises.com

XV. STATE LAW COMPLIANCE

California Seller of Travel Law: We are registered with the California Attorney General, California Seller of Travel Program as Riverside Collection, Americas, Inc., registration number 2152690-70. Registration as a seller of travel does not constitute approval by the State of California. The Company is not a participant in the California Travel Consumer Restitution Fund. You acknowledge and agree that your booking is, therefore, not covered by the California Travel Consumer Restitution Fund.

Washington Seller of Travel Law: We are registered with the State of Washington Department of Revenue Business Licensing Service Seller of Travel Program as Riverside Collection, Americas, Inc., registration number 605011157. Registration as a seller of travel does not constitute approval by the State of Washington.

New York:
if you are located in the state of new york, you may cancel this transaction, without any penalty or obligation, within three business days from the receipt of these terms. to cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice with the following statement: "i hereby cancel this transaction" at the address for the company listed above.