



CONGRATULATIONS

YOU HAVE BEEN GIFTED A CRUISE FOR TWO

Your cruise certificate for two includes accommodations, all taxes, fees, onboard gratuities, fuel supplement, most meals and select non-alcoholic beverages onboard entertainment and activities.



ISSUE DATE:

LENGTH OF CRUISE:

CERTIFICATE ID#:

CERTIFICATE TYPE:

STATEROOM TYPE:

TO BOOK YOUR CRUISE, CALL: 1-XXX-XXX-XXXX

MARGARITAVILLE AT SEA® BUNDLED CERTIFICATE TERMS & CONDITIONS

This document outlines the terms and conditions ("Agreement") under which a Bundled Certificate ("Certificate") has been issued by Classica Cruise Operator Ltd. Inc. d/b/a Margaritaville at Sea® ("MVAS"). By purchasing, accepting, or using this pre-paid Certificate for travel on an MVAS vessel, you agree to be bound by the terms and conditions of this Agreement. The consideration for the Certificate is the property of MVAS. Please read this Agreement carefully and keep it for future reference. The terms of this Agreement apply equally to both the purchaser and any other user or recipient of the Certificate. It is the purchaser's obligation to provide the terms of this Agreement to any Certificate user or recipient. New terms and conditions may be provided in MVAS's sole discretion on its website www.margaritavilleatsea.com (the "Website"), which terms shall prevail and govern in the event of any conflict. Any questions about this Certificate can be answered by calling (XXX) XXX-XXXX.

1.0 Definitions. All definitions set forth above are incorporated as if fully set forth herein. "You" and "Your" means the person who purchased the Certificate, who may also be the User or Recipient if the Certificate is purchased for personal use and not gifted to another person. "User" and "Recipient" means the person who have received the Certificate and is authorized to use the Certificate as provided for in this Agreement. "We," "Us," and "Our," means MVAS, including any of its parents, subsidiaries, predecessors, successors, affiliates, related companies, assignees, licensors or other representatives and its vessels.

2.0 Redemption During Initial Term. For a period of one (1) year after the date specified on the front of the Certificate (the "Initial Term"), the Certificate can be deemed by the Recipient only for one (1) MVAS cruise for up to two (2) guests in the stateroom category and length of voyage on the ship as specified on the face of this Certificate. This Certificate also covers governmental and quasi-governmental taxes, onboard gratuities, and fuel supplement charges (if applicable).

2.1 How to Redeem Your Certificate. Certificates must be redeemed directly through MVAS as follows:

(1) Contact Reservations at (XXX) XXX-XXXX (this Certificate cannot be redeemed or used in any other manner, including but not limited to, at any travel agency); and (2) Provide the following information to Reservations at time of redemption: (a) Legal First and Last Name of All Guests; (b) Gender and Birth Dates of All Guests; (c) Country of Citizenship for All Guests; (d) Full Contact Information (Address, Phone, Email); (e) Emergency Contact Information for All Guests; (f) The Certificate Id # and Room Category from the Face of the Certificate; and (g) Your Choice of Ship and Sailing Date. Requested travel dates and stateroom categories may be capacity controlled and are subject to availability at the time of redemption. Staterooms may be upgraded at the Recipient's sole cost and expense subject to availability at the time of booking.

2.2 Blackout Dates. This Certificate cannot be redeemed for sailings during Thanksgiving and the last two weeks of December, which include Christmas and New Year sailings.

2.3 Limitations on Use. The Certificate cannot be used to pay for incidentals or other expenses incurred by the Recipient before, during or after the cruise, including, but not limited to, shore excursions, drink packages, specialty food, alcohol, drinks, and dining restaurants, wi-fi, photographs, onboard purchases, airport transfers, retail or spa services. The Certificate cannot be used to purchase cruises offered by any other entity, whether affiliated with MVAS or not. This Certificate cannot be used and is not applicable for a room block that has been purchased by a third party and is then being resold, nor for a room that is included as part of a group booking or full ship charter made with MVAS.

2.4 Non-Refundable, Non-Replaceable, and No Cash Value. Certificates are non-refundable and non-replaceable even if lost, stolen or damaged. Certificates used without the Recipient's permission will not be replaced. Payments made to purchase the Certificate from Margaritaville at Sea® are non-refundable, and the Certificate cannot be redeemed for cash. This Certificate has no cash value (i.e., \$0).

2.5 No Value Until Redeemed. The Certificate has no value until redeemed and must be submitted at the time of redemption.

2.6 Risk of Loss. A booking made with this Certificate is final. Please safeguard the Certificate and protect it like cash. Title and risk of loss for the Certificate pass to the User immediately upon purchase and any Recipient upon receipt. We are not liable if the Certificate is lost, stolen, destroyed, or used without Your or the Recipient's permission, and will not be replaced or refunded, except where required by law.

2.7 No Commission. MVAS will not, under any circumstances, pay a commission in connection with or related to the redemption of this Certificate.

2.8 No Dormancy or Maintenance Fees. This Certificate does not have any inactivity or dormancy fees nor any monthly or other maintenance fee charges.

3.0 Use for Non-Specified Length of Cruise or Stateroom Category. At the sole discretion of MVAS, the Certificate may be used for journeys of different lengths, upgraded room categories, or accommodations for more than two (2) guests as noted on the Certificate's face, but the rates at the time of booking the foregoing modifications shall apply. If the Certificate is used for any of the foregoing modifications which differ from the Certificate's face, then the Certificate shall revert to a fixed dollar amount at the time of redemption, which amount shall be the amount reflected on the face of the Certificate as specified by MVAS in its sole discretion ("Face Value"). The Face Value shall be applied to the reservation, and the User must pay the difference in full between the Face Value and the rate of the cruise being booked to MVAS at the time of booking. In all cases, if the Face Value of the Certificate exceeds the requested modification, then the difference shall be forfeited. At the time of the booking request, MVAS will provide the lowest fare publicly available for which the Recipient qualifies, including any available promotional rates unless such promotions expressly preclude the application of the Certificate as set forth in the terms and conditions for that promotion.

4.0 Redemption After Initial Term. At any point after the expiration of the Certificate's Initial Term and before the expiration of the Certificate (see Section 4.2 below), the Certificate shall be given the Face Value of the Certificate, which amount was specified by MVAS in its sole discretion. After the Initial Term, the Certificate's Face Value can be applied against the cost of any MVAS sailing subject to all the restrictions set forth in Sections 2.2-2.7 above.

4.1 Payment of Outstanding Balance. Any outstanding balance due to MVAS after applying the Certificate's Face Value must be paid in full at the time of the booking. If the Certificate's Face Value exceeds the cost of the cruise, then the difference shall be forfeited and not be refunded or credited.

4.2 Certificate Expiration Date. Unless otherwise required under applicable law, the Certificate is only valid for five (5) years after the issue date as reflected on the face of the Certificate, and if it is not used within that time, then the Certificate expires and becomes null and void. No future credits are permitted after five (5) years from the Certificate's date of issue unless otherwise required under applicable law.

5.0 Changes and Cancellations After Redemption. Changes and cancellations to a booking made using this Certificate may be permitted, subject to availability and any other restrictions and applicable charges or penalties as set forth in MVAS's Cancellation Policy, which can be found on the Website at <https://www.margaritavilleatsea.com/policies/cancellation-policy>. If Your reservation is cancelled within the cancellation period applicable to Your cruise, you will receive future cruise credit for a MVAS sailing in an amount equal to the Face Value of the Certificate minus any applicable cancellation charges. No cash refunds will be provided.

5.1 MVAS's Right to Correct Errors & Change Fees. MVAS reserves the right to correct any errors or omissions and to change any fares, fees, surcharges, and offers at any time in its sole discretion.

6.0 No Liability for Failure to Complete Redemption and Booking. We will not be liable for failure to complete a redemption and booking if (a) access to the Certificate has been blocked after You reported Your Certificate lost or stolen, (b) We have reason to believe the use of the Certificate is unauthorized, (c) any circumstances beyond Our control (including but not limited to fire, flood, or computer or communication failure) prevents the completion of the redemption and booking or (d) any other exception stated in this Agreement.

7.0 Transferability. This Certificate is transferable only when gifted. This Certificate is void if sold for cash or other consideration or where prohibited or otherwise restricted by applicable law.

7.1 Tax Liability. Any tax liability arising out of, relating to, and/or in connection with the receipt or use of this Certificate is the sole responsibility and liability of the User giving or receiving the Certificate, and MVAS shall have no liability for same.

8.0 Disclaimer of Warranties. This Certificate has no implied warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MVAS MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CERTIFICATE OR ANY REDEMPTION MADE WITH THE CERTIFICATE, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT ALLOWED BY APPLICABLE LAW. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to You, then some or all of the disclaimers, exclusions, or limitations set forth herein may not apply to You, and You might have additional rights.

9.0 Reservation of Rights. We reserve the right to deactivate, cancel, or suspend any Certificate if We suspect fraud, unlawful activity, or improper use of the Certificate.

10.0 Personal Information. We will only use Your personal information as described in our Privacy Policy on Our Website.

11.0 Agreement to be Bound by Passenger Ticket Contract. Any passenger who books a MVAS sailing with a Certificate and his or her travelling companions agree to all the terms and conditions of MVAS's Cruise Ticket Contract ("Ticket") as a condition to sailing. The terms and conditions of the Ticket are available on the Website and are incorporated herein by reference. By redeeming this Certificate, the User, and anyone sailing with the User, agrees to be bound by all such terms and conditions in the Ticket.

11.1 Agreement to be Bound by All MVAS Policies. The User agrees that he/she, and anyone sailing with the User, shall be bound by all of MVAS's policies and terms and conditions, including but not limited to its Cancellation Policy, Guest Conduct Policy, and any other policies.