

## BOOKING TERMS AND CONDITIONS

### 1. BOOKING

All bookings of cruises with RW Cruises Pte. Ltd. ("RW Cruises") are subject to these Booking Terms and Conditions (the "Terms & Conditions"), the Supplemental Terms & Conditions, the Passage Contract, the Terms of Use and the Privacy Policy. By making a booking, the Guest agrees that these Terms and Conditions, the Supplemental Terms & Conditions, the Passage Contract, the Terms of Use and the Privacy Policy constitute a legal contract binding the Guest.

All fares are displayed in Singapore Dollars (S\$) or US Dollars (US\$), depending on the country of booking. All Guests are required to make full payment for all bookings prior to the date of sailing.

In these Terms and Conditions, all capitalized terms used and not defined herein shall have the meanings ascribed to them in the Passage Contract, unless the context requires otherwise. For the avoidance of doubt, "Carrier" shall have the meaning ascribed to it in the Passage Contract, which will include RW Cruises Pte Ltd, its direct and indirect holding companies, subsidiaries, affiliates, designees, assigns or successors, the named Vessel, any substituted vessel, and its or their owners, operators, employees, agents, charterers, tenders, launches and related facilities.

### 2. VISA/PASSPORT REQUIREMENTS AND PASSAGE RESTRICTIONS

All passports must have at least 6 months validity till the end of the cruise date. Guests are responsible to ensure that all travel documents including visas, and inoculation documents are in order prior to departure from their home country. Visa and immigration regulations vary depending on the travel destinations and the nationalities of the Guests. Guests are advised to consult their local agents and/or diplomatic representations on the immigration formalities for their proposed itineraries. All Guests are responsible for making all arrangements required for their visa applications. No refund will be made to Guests who are denied embarkation for non-compliance with immigration requirements or with these Terms and Conditions.

### 3. AMENDMENT

- 3.1 Subject to clause, an administration fee of S\$30 or US\$20 (depending on your selected currency during booking) will be charged for any of the following amendments requested by a Guest to a booking after the cruise ticket is issued (the "Amendment Policy"):

TYPE OF AMENDMENT (PER AMENDMENT & PER PERSON)	
Change of Name (Partial Only)	S\$30 / US\$20
Swapping Passenger between Cabin	

- 3.2 For the avoidance of doubt, the following changes requested by a Guest are deemed to be cancellations and the Cruise Cancellation Policy will be applicable:
- changes to the names of all Guests booked for one cabin (including the scenario where there is only one Guest booked for a cabin);
  - changes to the sailing date;
  - downgrading of cabin category; and
  - a request for any amendment received by RW Cruises 4 calendar days or less prior to the departure date.

Any request for amendment must be made by the Guest (if the Guest made the booking directly with RW Cruises) or the Travel Agent (if the Guest made the booking through a Travel Agent) to RW Cruises by phone or email or at the contact details provided on [www.rwcruises.com](http://www.rwcruises.com), and shall be effective only upon receipt of payment of the administration fee by RW Cruises' reservation office.

### 4. CRUISE CANCELLATION

- 4.1 The Cruise Cancellation Policy applies only to the Guest's requested changes to the cruises that are deemed to be a form of cancellation. Cancellation charges will be payable by the Guest according to the table below which may be updated by RW Cruises from time to time.

Cancellation Notice Received by	Cancellation Charges (per person)
More than 101 days prior to departure	Full Refund
100 to 46 days prior to departure	30% of full cabin fare
45 to 30 days prior to departure	50% of full cabin fare
29 – 15 days prior to departure	70% of full cabin fare
14 days or less prior to departure	100% of full cabin fare
No Show	100% of full cabin fare

- 4.2 If you made a booking via a Travel Agent, please consult your Travel Agent for cancellation policies or applicable charges for cancellation of additional services they may provide on their own.

- 4.3 The Guest must make a request for cancellation to RW Cruises by phone or email and the cancellation shall be effective only upon confirmation by RW Cruises. The date of cancellation shall be the date on which the Guest makes the request for cancellation, subject to confirmation by RW Cruises.

- 4.4 In the event of the cancellation of a cruise booking by a Guest, the amounts paid for such Guest, less the cancellation charges and other amounts owed, will be refunded. All appropriate refunds will be made directly to the Guest's credit card account or through the Guest's Travel Agent if the booking is made through a Travel Agent. RW Cruises is not responsible for the receipt by the Guest from his Travel Agent of any monies refunded.

- 4.5 Notwithstanding the above, a cancellation fee of 100% of full cabin fare per Guest will be imposed for non-refundable promotion fares and sailings classified as "peak sailings".

### 5. SINGLE TRAVELER

Single traveler supplement charges are chargeable for a solo Guest booking a single cabin. Single traveler supplement charges are charged at 200% of the Twin-Sharing cabin fare, unless otherwise stated or notified by RW Cruises to the Guest.

### 6. ADDING OF CABIN

Any request to add a cabin to a cruise booking is subject to availability and will be charged at prevailing rates.

### 7. ADDITIONAL PASSENGERS

Any request to add a Guest to a cruise booking is subject to availability and will be charged at prevailing rates.

### 8. INFANT & MINOR POLICY

All Guests must be more than 6 months old on the day of sailing in order to sail. Infants (below 2 years old) must be accompanied by at least 2 Guests each of at least 18 years of age, and will be charged at a rate for infants. Children under 18 years of age must be accompanied in the same or connecting cabin by a Guest of at least 18 years of age.

### 9. PREGNANCY POLICY

RW Cruises will not accept Guests who have entered their 24<sup>th</sup> week of pregnancy at the commencement of, or at any time during their cruise vacation. All expectant Guests are required to present a physician's statement verifying her gestational status in accordance with the Passage Contract and certifying her fitness to travel (even if the Guest is less than 24 weeks pregnant upon disembarkation) to the check-in staff prior to embarkation.

### 10. RIGHT TO REJECT

- 10.1 RW Cruises reserves the right to refuse embarkation to any Guest whose medical condition is not made known during reservation of the cruise or prior to sailing, or who may be suffering from a contagious or infectious disease (including without limitation, COVID-19), ill health or whose presence in the opinion of RW Cruises may be detrimental to the safety of other Guests, or who may be excluded from landing at destination by the governmental or regulatory authorities of such destinations. In any of such circumstances, RW Cruises shall not be obliged to refund any portion of the fare whatsoever.

- 10.2 Please refer to RW Cruises' Supplementary Terms and Conditions for further details.

#### **11. LIABILITY AND LIMITATION**

A tour package may involve services provided by independent contractors including but not limited to transportation/accommodation companies, entertainment or meal suppliers, and other service providers. Guests should note that the provision of such services by the independent contractors are managed by these service providers and governed by separate terms and conditions of services. The Carrier and its associated agents and their representatives are not responsible and expressly disclaim any liability for any injury, illness, damage, loss, delay, accident, irregularity or inconvenience that may be caused to any person or property, whether directly or indirectly, as a result of an act or omission of the owner or operator or representative of such services involved, with the exception of those arising out of the gross negligence of RW Cruises and its associated agents. To the fullest extent permitted by applicable laws, the Carrier disclaims any liability in contract or in tort or any cause of action whatsoever for any injury, illness, damage, loss, delay, accident, irregularity, additional expenses or inconvenience suffered by any person, save for such losses caused directly by the gross negligence of RW Cruises. The Carrier does not accept any liability caused directly or indirectly by a Force Majeure Event as indicated in the Passage Contract. The Carrier does not accept any representations made by overseas agents, tour managers, guides or employees and none of such overseas agents, tour managers, guides or employees are authorised to bind or commit the Carrier to any liability whatsoever and the Carrier will not be bound by any statement or representation, unless such statements are issued in writing and signed by a duly authorized senior management executive of RW Cruises. Transportation companies or firms operating for RW Cruises shall be exempted from all liability in respect of any detention, delay, loss, danger, sickness or injury, by whosoever caused and of whatever kind occurring of or to any Guest at any time when such Guest is not on board a carrier or conveyance used or operated by the transportation companies.

#### **12. RIGHT TO CANCEL OR SUBSTITUTE**

To the fullest extent permitted under applicable laws, RW Cruises reserves the right to cancel or substitute any scheduled port of call / itinerary / price / programme or to impose a supplement for fuel surcharges or other times, at any time at its sole discretion without prior notice.

#### **13. RIGHT TO VARY**

RW Cruises reserves the right to amend these Terms and Conditions at its sole discretion from time to time without prior notice.

#### **14. INSURANCE**

Every Guest should have fully comprehensive travel insurance valid for the duration of the cruise, which should cover medical care, quarantine and repatriation in the event that the Guest contracts COVID-19.

#### **15. HEALTH ACKNOWLEDGEMENT**

You, the Guest, acknowledge and agree that by making a booking of a cruise with RW Cruises, on behalf of yourself and/or other persons for whom you are acting, you warrant and represent that you and the persons for whom you are acting for are fit to travel and the undertaking of this cruise, and all of its activities, will not endanger yourself, the persons for whom you act for and any other persons. You acknowledge and agree that you understand the risks related to exposure to pathogens and their resulting illnesses while cruising with us, including those relating to guests who are at a higher risk of severe illness. It is a condition of boarding and remaining on-board any of our ships that all guests comply with our guest health safety and conduct policy, and all health and safety policies as may be notified to you by us from time to time, whether on our website or on board any of the ships.

#### **16. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be interpreted, construed and governed by the laws of Singapore and the Guest irrevocably submits to the exclusive jurisdiction of the Singapore Courts in relation to all claims by the Guest against the Carrier, whether under these Terms and Conditions or otherwise.