



## TERMS & CONDITIONS

*Please read the following Terms & Conditions BEFORE you book your cabin on the cruise. This document contains important limitations on your rights.*

*This is a legally binding terms and conditions document. This document contains additional contractual terms, conditions and limitations between you and LIVESCAPE SINGAPORE PTE LTD (201418558K), ("LIVESCAPE" or their respective officers, directors, employees, agents, sponsors and contractors collectively referred to herein as the "Released Parties"), with respect to this cruise beyond the terms and conditions described in the Dream Cruises (DREAM CRUISES) Booking Terms and Conditions.*

*All references to "shipmate" shall have the same meaning as "Passenger" for purposes of this Contract and shall include each shipmate listed on a Ticket Contract and each shipmate, other than LIVESCAPE personnel, DREAM CRUISES personnel and artists and artist personnel, who embarks on the Cruise or attends any Cruise or Cruise related events, whether or not listed on a Cruise Ticket Contract. All terms shall be considered gender neutral and pronouns shall refer to the masculine and feminine, as context requires.*

### TICKET/CABIN CONTRACT

By making this reservation, or by acceptance and/or use of the DREAM CRUISES shipmate Contract, the shipmate named thereon as shipmates, each shipmate and shipmate on the same reservation, acknowledges he or she has read, and understands each and every term, condition, and provision of the DREAM CRUISES Shipmate Contract and agrees to be bound thereby. In addition, by making this reservation or by the acceptance and/or use of the DREAM CRUISES Shipmate Contract by the shipmates named as shipmates, it shall be deemed to bear acceptance and agreement by each and every shipmate to all the additional Terms & Conditions set forth herein.

### CRUISE FARE

Includes all LIVESCAPE entertainment related fees, your accommodation onboard IT'S THE SHIP, all meals in the Dream Dining Room and The Lido (except for special menu listed with additional cost), non-carbonated and non-alcoholic beverages (eg. coffee, tea, juices, etc.), entry to all IT'S THE SHIP 2018 events on and off the ship (except for specific entry requirements

events) and the use of the ship's other complementary facilities such as the Waterslide Park, Ropes Course, Rock Climbing, Mini Golf, sportsplex, pools and the fitness center.

Your cruise fare does not include fuel surcharges, air fare or/and ground transportation to/from ship, shore excursions, sightseeing or meals and drinks ashore in Phuket, meals in specialty and a la carte restaurants, laundry, wine, beer, liquors, cocktails, soda, mineral water, medical expenses, spa treatments, beauty salon, casino gaming, onboard shopping, bowling alley, onboard gratuities to the ship's personnel or any other items of a personal nature.

## **PRICES & PAYMENTS**

Rates as described on the Pricing page of IT'S THE SHIP 2018 website ([www.itstheship.com](http://www.itstheship.com)) are rates per shipmate and in US Dollar (USD) regardless of the type of cabin or the number of shipmates that will be occupying it. The date you make your reservation will ultimately determine your total payment due at the time of booking.

### **Payment Plan Options**

#### **1) Pay in full**

Pay in full and you'll never have to worry. You'll also be able to enjoy an additional 5% discount to your total cabin price (not applicable to port taxes, gratuities and ticketing fees) if you make full payment before September 7, 2018, 23:59 hrs (SST) or earlier in the event of a sell-out.

#### **2) Instalment Payment**

The total cabin pricing will be split into equal monthly payments with final balance due no later than OCTOBER 7, 2018, 23:59 hrs (SST). Due to a few credit cards requiring OTP / SMS codes, we are not able to charge your monthly payment automatically to your credit card on file on the due date of each month. In this case we will require you to login to your account and make the required payment for the instalment. It is your responsibility to know your payment due dates (7th of each month) as payment reminders will not be sent. If your instalment payment remains unpaid within 7 days after each month due date noted on your confirmation email, your reservation may be cancelled and any payments made will NOT be refunded.

The number and rate of your monthly instalment payments will be dependant on the time of purchase. Example, if you purchase on May 17, 2018, you would be required to make first payment at time of booking. Subsequently the balance will be split equally on the 7th of every month from August to October being your last payment.

The instalment option is applicable until August 7, 2018 at 23:59 hrs (SST). After which the cabin payment will be in full for new bookings.

If you need to make any changes to your instalment payment plan dates or credit card, please contact us at (+65) 6802 6491 or (+603) 7931 9419 on Monday to Friday from 11:00 hrs to 18:00 hrs (SST & MYT) or email [info@itstheship.com](mailto:info@itstheship.com) prior to the first of each month.

All new shipmate booking made after August 7, 2018, 23:59 hrs (SST) and new reservations booked on August 8, 2018 at 00:00 hrs (SST) onwards will require full payment. Please call us at (+65) 6802 6491 or (+603) 7931 9419 on Monday to Friday from 11:00 hrs to 18:00 hrs (SST & MYT) or email [info@itstheship.com](mailto:info@itstheship.com) for more information.

To change your payment plan option:

1. Call Livescape at (+65) 6802 6491 or (+603) 7931 9419 on Monday to Friday from 11:00 hrs to 18:00 hrs (SST & MYT)
  2. Email [info@itstheship.com](mailto:info@itstheship.com)

To change your credit card number on record:

1. Call (+65) 6802 6491 or (+603) 7931 9419 on Monday to Friday from 11:00 hrs to 18:00 hrs (SST & MYT)
2. Login to your Galactix account at <http://www.galactix.asia/itstheship-2018>

## **PENALTIES**

If payment is not received within **7 Days** of the monthly instalment or final payment due (which is October 7, 2018, 23:59 hrs SST), LIVESCAPE reserves the right to consider a reservation cancelled. Any partial payments made prior will not be refunded.

1. Payment Terms supersede those made by the DREAM CRUISES shipmate Contract.
2. Please note the payment provisions of this Terms & Conditions apply to the Cruise, regardless of any representations made by DREAM CRUISES or its affiliated entities, whether in the DREAM CRUISES shipmate Contract terms or elsewhere.
3. All rights granted to shipmates in the DREAM CRUISES shipmate Contract, relating to the payment or refund of cruise fare and to cancellations by shipmates shall not be operative.

## **GOVERNMENT TAXES, FEES AND GRATUITIES**

Mandatory Government taxes, port and ticketing fees totaling USD178 per shipmate will be charged with your cruise fare.

Gratuities will be charged to your cabin account at time of boarding in the amount of SGD63 per shipmate for standard cabins (Balcony Deluxe,

Balcony, Oceanview and Interior Cabin) and SGD78 per shipmate for Suites (Palace Suite, Palace Suite at The Palace, Palace Deluxe Suite, Palace Penthouse and Palace Villa).

Dream Cruises charges per shipmate gratuity as part of standard cruise offering. The gratuity will be charged onboard to our shipmates' cabin folio and payment is made at the end of the cruise when the shipmate settles their onboard expenses.

Casino dealers and spa personnel are not included since not all shipmates will utilize those services. Gratuities for bar services and servers will be included on all bar checks, added to the price of your drinks.

### **CABIN NUMBER ASSIGNMENTS**

Shipmates will have the opportunity to choose their cabin based on availability at the time of booking.

### **CANCELLATION**

Due to the unique nature of our event, we have a very strict cancellation policy. We HIGHLY recommend that shipmates consider purchasing travel insurance.

You can cancel on or before JULY 1, 2018, 23:59 hrs (SST) for a refund less administrative charges of USD200 per cabin.

As of JULY 2, 2018, 00:00 hrs (SST) all monies paid (including your paid instalment) are non-refundable. There will be no refunds given for those who do not show up on time, unused tickets or after the Cruise has occurred. REFUNDS WILL NOT BE GIVEN FOR ANY REASONS AFTER JULY 2, 2018, 23:59 hrs (SST).

All cancellation requests must be submitted in writing with reason of cancellation and any supporting documentation. Please email [info@itstheship.com](mailto:info@itstheship.com) to cancel your reservations.

Again, we HIGHLY recommend that shipmates consider purchasing travel insurance.

Please note the cancellation provision of this Terms & Conditions applies to the Cruise, regardless of any representations made by DREAM CRUISES, whether in its contract terms or elsewhere. All rights granted to shipmates in the DREAM CRUISES contract relating to the payment or refund of cruise fare and to cancellations by shipmates shall not be operative.

### **NAME CHANGES, TRANSFERS & FEES**

The shipmate who places a reservation for a cabin onboard is considered the

cabin 'Lead' shipmate and is SOLELY RESPONSIBLE for initiating or authorizing changes to the booking/reservation.

All shipmate's changes must be initiated by the 'Lead' shipmate. Changes will only be made by LIVESCAPE and name change fee(s) will be applied. The 'Lead' shipmate must call or email LIVESCAPE directly (+65) 6802 6491 or (+603) 7931 9419 on Monday to Friday from 11:00 hrs to 18:00 hrs (SST & MYT) or [info@itstheship.com](mailto:info@itstheship.com) to make changes.

During the reservation process you can opt to provide shipmate details at a later date up until 50 days prior to sailing, i.e. September 15, 2018, 23:59 hrs (SST).

If shipmate details have been provided and 'Lead' shipmate would like to make changes, from September 16, 2018, 00:00 hrs (SST) onwards the administrative fees or USD200 per shipmate, per name will be charged. Your cabin number is subject to change without notice at the discretion of the cruise line. No changes of any kind (name or cabin) will be accepted within one month of sailing i.e. October 3, 2018, 23:59 hrs (SST).

### **ROOMMATES**

Your decision to accept a roommate for the Cruise is at your own risk. LIVESCAPE and its Released Parties are not responsible nor liable for any and all claims or cause of action arising out of or in connection with your selection of a roommate for the Cruise, including, without limitation, any injury or damage to shipmates or property which may be caused, directly or indirectly, in whole or in part, from such request or selection.

It shall remain the 'Lead' shipmate's responsibility to ensure that the Cruise Fare is paid in full by all parties. In the case that a roommate defaults on payment, cancels their reservation or there is a dispute resulting in the desire to no longer room together, the 'Lead' shipmate shall be responsible for the full cabin fare and/or for finding a replacement roommate.

### **ROOMMATE MATCH**

For shipmates who are planning to travel alone and would like to avoid paying the full single occupancy rate (charged at a minimum of double occupancy) for the cruise, ITS THE SHIP have allocated twin sharing INTERIOR Upper/Lower Deck cabins and will try to provide a suitable roommate match. Roommate match will only be done for same gender shipmates.

The following rules and stipulations must be agreed upon by all parties:

1) Due to the fact that a match cannot be guaranteed, and Its The Ship might not be able to find a roommate match by the Matching Date\* participants will be given the following options:

2) Agree to take the full cabin by paying the remaining amount of the full single occupancy rate, with the understanding that if a roommate match can

be made prior to sailing, your fare will be adjusted back to the double occupancy rate and a refund will be processed accordingly.

### **ROOMMATE MATCH CANCELLATION POLICY**

- 1) You can cancel ON or BEFORE JULY 1, 2018, 23:59 hrs (SST) for a refund less administrative fees of USD200 per cabin. This policy does not cover any additional transportation, accommodation or other travelling costs.
- 2) After JULY 2, 2018, 00:00 hrs (SST), your Reservation will be 100% non-refundable.

a) In the event that a shipmate, who has been matched with a roommate requests to cancel the booking or withdraw from the roommate match program, the paid amount is non-refundable and the remaining balance will have to be paid by the cancelled roommate.

b) Efforts will be made to find a replacement roommate; however this cannot be guaranteed. If a replacement roommate is found, the cancelling party may still be responsible for any penalties assessed such as name change fees.

c) This policy protects the non-cancelling roommate of any supplemental charges.

#### **\*Matching Date Information:**

Matches will be made latest September 30, 2018, 23:59 hrs (SST). An e-mail will be sent to all roommate match shipmates providing contact details of your match. In the event of special circumstances with the ship, such as a sell-out situation, this email may be sent earlier and will designate the revised date of matching.

### **RIGHT TO CHANGE ITINERARY**

LIVESCAPE and/or DREAM CRUISES reserve the right, at any time, to change the cruise itinerary, program, line-up, and event locations whenever advisable or necessary. In this case, LIVESCAPE and/or DREAM CRUISES will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds will NOT be made to shipmates who select not to complete the cruise for any reason or cause whatsoever.

### **PORTS OF CALL**

You assume sole responsibility for your own safety at any port of call. LIVESCAPE and the other Released Parties do not guarantee your safety at any time. You may find information about the scheduled ports of call through the governmental and tourist organizations. LIVESCAPE and the other Released Parties assume no responsibility for gathering and/or disseminating any such information.

## SHORE EXCURSIONS & CRUISE AMENITIES

You acknowledge that all shore excursions and tours, however conducted, airline flights and ground transportation; and any ship physician, nurse and onboard concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors. LIVESCAPE neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability.

These services are provided only as a convenience for you, and you are free to use or not use them. You agree that each of the Released Parties assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.

## AGE REQUIREMENTS / WHO MAY SAIL

Female shipmates who will be less than 24 weeks into their pregnancy on the day of departure and for the duration of the cruise, may sail. This policy is due to the risk of premature labor. Pregnant women must have a letter from their doctor (on the physician's letterhead) stating how far along (in weeks) their pregnancy will be at the beginning of the cruise, that mother and baby are in good health and fit to travel, and that the pregnancy is not high-risk.

Adults aged eighteen (18) or older may sail on IT'S THE SHIP 2018. The Cruise Line shall refuse boarding to any shipmate under the age of eighteen. Shipmates not conforming to these policies will be denied boarding and no refund of the cruise fare will be issued. There will NOT be any exceptions to these policies.

## PASSPORT & LEGAL DOCUMENT REQUIREMENTS

All shipmates must travel with a passport (valid for at least six months beyond completion of travel). Shipmates from countries that require a Singapore and/or Thailand visa (even if you choose to not disembark the ship in Phuket), is responsible to do so prior to sailing. Having a passport will enable shipmates to fly from Singapore to a foreign port in the event they miss their scheduled embarkation or to fly back to Singapore if they need to disembark the ship mid-cruise due to an emergency.

All shipmates must present the required documentation at embarkation. Shipmates without the required mandatory documentation will be **DENIED** boarding and **NO REFUND** will be issued. Please understand that DREAM CRUISES will strictly enforce this requirement to be in compliance with this important mandate.

LIVESCAPE and the other Released Parties (as herein defined) assume no responsibility for advising you of immigration requirements. Non-Singaporean citizens, including resident aliens, must contact the appropriate consulates,

embassies and/or immigration office(s) to inquire about necessary documentation for the Cruise ports of call.

*Your name, as listed on your travel documents, must exactly match your name as listed on your Cruise documents.*

### **INOCULATION & HEALTH**

All shipmates must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases inoculations are recommended but in some circumstances they are required.

We recommend that you check with your Healthcare Professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the Center for Disease Control and Prevention's Traveler's Health website and the World Health Organization website.

### **SHIPMATES WITH SPECIAL NEEDS**

By booking the Cruise, you warrant that you, and those traveling with you, are physically fit to travel at the time of embarkation. You must notify LIVESCAPE at the time of booking of any disability or other medical or physical condition that may require special assistance during the Cruise.

Your failure to do so will release the Released Parties from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. LIVESCAPE and DREAM CRUISES reserve the right to require that any shipmate who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the Cruise and in case of emergency.

### **WHEELCHAIRS**

If a shipmate requires a wheelchair, powered wheelchair or scooter to use at any time during the course of their cruise they can bring their own or rent one from an outside vendor who will deliver it to the ship. DREAM CRUISES does NOT offer these items for onboard use. Just advised us in advance during booking or 30 days prior to the sailing date for us to allocate the specific wheelchair accessible cabin for you. Special requests are subject to availability at time of booking and not guaranteed.

### **MEDICAL CARE**

You assume all risks associated with travel and transportation on the Cruise. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available.



You agree to indemnify and reimburse LIVESCAPE and/or DREAM CRUISES in the event that either party, in its sole discretion, chooses to advance to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. LIVESCAPE shall have no responsibility to advance any such costs.

### **LUGGAGE**

DREAM CRUISES and LIVESCAPE assume no responsibility for carry-on luggage. Any luggage left at the pier will be forwarded at the shipmate's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area.

All luggage must be stored in the shipmate's cabin. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or banned/illegal drugs may not be brought onboard IT'S THE SHIP. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of DREAM CRUISES Cruise Lines.

All hand-carried and/or checked-in luggages are subject to security clearance.

### **VENDING**

You may not sell, promote, distribute or offer for sale any merchandise, goods, souvenirs or other products on the Cruise without first obtaining LIVESCAPE's written approval.

### **PHOTOGRAPHY & VIDEO**

LIVESCAPE and/or its promotional partners have the exclusive right to include photographic, video and other visual portrayals of shipmates in any medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to shipmates, and all rights, title and interest therein (including all worldwide copyrights therein) shall be LIVESCAPE sole property, free from any claims by shipmates or any shipmate deriving any rights or interest from shipmates.

A video crew may be shooting footage to be used for the promotion of future LIVESCAPE events. When the video team is shooting any particular location/venue on the ship, your presence at the said location/venue acknowledges your permission for your likeness to be used in future, non-broadcast/broadcast promotional videos, TV shows or still pictures. If you do not wish to be filmed please notify the video crew and be prepared for them to ask you to exit the location/venue for a short time until taping is complete.

## **PHOTO POLICY FOR SHIPMATES**

Shipmates will be permitted to take photos and videos onboard IT'S THE SHIP and during performances with small, non-professional digital cameras and cell phones. Out of respect for our performers and your fellow shipmates, we ask that you please NOT use flash during shows. Professional quality cameras with detachable lenses and video specific cameras are strictly prohibited. We appreciate your cooperation!

## **REFUSAL OF PASSAGE**

Transportation on the Cruise may be denied to any shipmate who, in LIVESCAPE's or DREAM CRUISES's sole discretion:

(1) is or becomes in such a condition as to be unfit to travel

(2) is dangerous or obnoxious to others or

(3) is inadmissible under the laws of any country of debarkation

In addition, LIVESCAPE and DREAM CRUISES reserve the right to refuse passage, disembark or confine to a cabin any shipmate whose physical or mental condition or behavior they consider, in their sole discretion, to constitute a risk to the shipmate's own well-being or that of any other shipmates.

LIVESCAPE and DREAM CRUISES has the right to disallow booking or boarding to any shipmate that, in the opinion of LIVESCAPE and DREAM CRUISES, may impact the cruise, other shipmates, or artists in a negative or disruptive way. LIVESCAPE and DREAM CRUISES shall have unilateral rights in any such decisions.

The Released Parties shall have no liability to any such shipmate or any third party arising out of any such decision. Any costs resulting from LIVESCAPE's and/or DREAM CRUISES's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the shipmate.

## **ZERO TOLERANCE DRUG POLICY**

SINGAPORE AND THAILAND AUTHORITY has a zero tolerance policy regarding the use, possession, purchase or distribution of illegal controlled substances. Any violation of this policy will result in disembarkation from IT'S THE SHIP as well as the individual(s) being turned over to the local law enforcement officials for appropriate legal action. In such cases, LIVESCAPE and DREAM CRUISES shall not be liable for any refund or other compensation or damages.

## **LIQUOR & BEVERAGE POLICY**

Shipmates are prohibited from bringing any alcoholic beverages, non-alcoholic beverages or any raw or cooked food onboard. We reserve the right to refuse the sale of alcoholic beverages to anyone. DREAM CRUISES

Cruise Lines will retain alcoholic beverages purchased in the ship's gift shops or in ports of call until the end of the voyage.

### **TOBACCO PRODUCTS**

Strictly no open packs of cigarettes/tobacco products allowed. Any tobacco product(s) of which it's seal has been removed and/or opened will be confiscated before embarkation. This is to ensure that no illegal substances are hidden or placed inside the tobacco product(s) before boarding the ship.

### **OTHER**

In accordance with LIVESCAPE's charter agreement with DREAM CRUISES, Dream cruises Loyalty Programmes will not be available or applicable.

### **NATURE OF THE CRUISE**

IT'S THE SHIP 2018! It is an event cruise featuring multiple headline musicians. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular concert on any particular date to be performed by any particular artiste. LIVESCAPE and shipmate agree that shipmate is purchasing passage onboard a specific vessel during a specific period of time during which time it is anticipated that headline musicians will perform multiple concerts onboard the vessel during the Cruise. Included in such purchase price, but ancillary thereto, is an entertainment package pursuant to which several artistes will perform at a time or times during the Cruise which times will be announced prior to sailing and/or during the Cruise. Due to the large number of artistes and other activities onboard, there may be some conflicting events and performances. LIVESCAPE cannot guarantee that any shipmate will be able to attend every performance aboard the Cruise. It is also anticipated individual musicians will attend publicity and promotional events during the Cruise while onboard to provide shipmates an opportunity to meet the musicians in person. However, LIVESCAPE can make no guarantee that any shipmate will in fact be able to meet any of the musicians in person during the Cruise or during any shore excursion.

All performances are festival style with general admission. LIVESCAPE will not guarantee you get to see a specific artiste or meet them, but due to the multiple performances by each artiste, it is our hope you will see the best shows of your life.

### **CANCELLATION BY LIVESCAPE AND/OR DREAM CRUISES**

In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of LIVESCAPE or DREAM CRUISES, DREAM CRUISES in its sole discretion may cancel, advance or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither DREAM CRUISES nor LIVESCAPE shall be liable for any loss whatsoever to

shipmates by reason of such cancellation, advancement, postponement, or substitution. Thereupon, LIVESCAPE shall return to you, if the Cruise is completely cancelled, your cabin fare and related taxes and fees, or, if the Cruise is partially cancelled, a proportionate part thereof. Under such circumstances, LIVESCAPE and the Released Parties shall have no further liability for damages or compensation of any kind. Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), will be determined in accordance with the applicable cancellation policies for such other products or services.

### **CANCELLATION BY ARTISTES**

LIVESCAPE has entered into an agreement with each performing artiste on the Cruise to be present onboard the Cruise and perform in accordance with terms specified therein. However, neither LIVESCAPE nor DREAM CRUISES shall be liable or responsible for failure of any artistes or musician to appear onboard or to perform under its agreement. Further, neither LIVESCAPE nor DREAM CRUISES shall be liable or responsible for any loss, damage, cost or expense of any kind to any shipmate or any other shipmate or entity in the event that such performance is prevented or such loss, damage, cost or expense is caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which the Master shall be the sole judge), breakdowns of or damage to the vessel's hull or machinery, requisition of the vessel by governmental authority, illness, death of a family member or other cause or circumstance beyond LIVESCAPE's reasonable control. In the event of any failure of contracted artistes to perform during the cruise, LIVESCAPE, in its sole discretion, may engage a replacement artiste or artistes, or may change, postpone or terminate all or any part of the Cruise or the entertainment program or change the program or itinerary. In such case, LIVESCAPE shall have no liability to any shipmate for any loss, damage, cost or expense whatsoever by reason of such change.

### **LIMITATION OF LIABILITY**

By booking the Cruise, you (the shipmate) agree to release and hold harmless the Released Parties, from and against any claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to:

1. Injury, death or delay of shipmates, or loss, damage or delay of or to shipmates' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, shipmate's use of or participation in any shore excursion, onboard concession or athletic or recreational activity
2. Your request for or selection of a roommate for the Cruise

3. Emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances (except when such damages were caused by the Released Parties' negligence and resulted from the same shipmate's sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by the Released Parties)

4. Any change in scheduled Cruise events and/or celebrity appearances or

5. DREAM CRUISES exercise of its contractual rights (see below).  
You further agree that the Released Parties shall not be held vicariously liable for the intentional or negligent acts of any shipmates not employed by any of the Released Parties, nor for any intentional or negligent acts of any of the Released Parties' employees committed while off duty or outside the course and scope of their employment.

### **FORUM SELECTION**

It is agreed by and between the shipmate and LIVESCAPE that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the shipmate's cruise, shall be litigated, if at all, before the courts of Singapore. Singapore law shall govern the sale of all tickets / cruise fares.

These Terms and Conditions and the terms accepted during the cruise reservation process contain the entire agreement between LIVESCAPE and shipmate and supersedes any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision of must be made in writing and signed by an authorized representative of LIVESCAPE. If any portion of shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portion shall remain in full force and effect.

These Terms and Conditions may be enforced by each of the Released Parties in accordance with the Contracts (Rights of Third Parties) Act (Cap 53B)

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### **DISCLAIMER**

To the best of our knowledge, the information contained herein is accurate and reliable as of today, **April 26, 2018**. Terms & Conditions will be updated periodically or subject to change at any time without notice. LIVESCAPE or DREAM CRUISES do not assume any liability whatsoever for the accuracy and completeness of the information.