Executive Meetings and Incentives (EMI) and Prairie Home Cruise (PHC)

PASSENGER TERMS AND CONDITIONS

2020 Prairie Home Caribbean Cruise

Please read and understand all the following conditions before purchasing a berth on the “Prairie Home Cruise” with Garrison Keillor 2020 Cruise on the Holland America Lines ms Veendam, March 18-25, 2020 (the “Cruise”). These terms and conditions apply to all passengers on board with us and are an integral part of our agreement with you for passage on the Cruise.

You will receive a cruise contract from Holland America Lines as part of their online check-in system. Both the Holland America Lines contract and this Passenger Terms and Conditions document are equally integral parts of our agreement with you for passage on the Cruise.

All passengers must indicate their agreement with these terms and conditions before sailing with us. The purchaser responsible for each booking party must sign and return this document to Executive Meetings and Incentives, Inc. (“EMI”) in order to receive your party’s booking number. The booking number allows you to check in and book shore excursions for your Cruise.

We strongly recommend that you purchase independent travel insurance. This is your only recourse in the event of unforeseen circumstances that cause a change in or cancellation of your travel plans.

Please note that all passengers are required to have current passports in order to travel on the Cruise. Passports should be valid through a minimum of 6 months following the Cruise.

The Participants
Prairie Home Cruises, LLC and its affiliates (PHC; “we,” “us,” “our(s)”) has contracted with Holland America Lines N.V. (“HAL”) to operate one of their scheduled cruises on our behalf for the Cruise.

HAL is completely responsible for the operation of the vessel and the care and welfare of, and providing of service to, the passengers. HAL will provide and care for all accommodations, food and beverage services, and operation of the support activities and facilities on board ship. HAL will plan and operate, in consultation with PHC, regularly scheduled cruise entertainment and services. HAL, through their online check-in system, will provide you with a separate document detailing the terms and conditions of travel on their vessel. This will include policies regarding payments, reservation changes, fares, taxes, gratuities, guests with disabilities, medical and infant care, general health policy, immigration and immunization, and baggage policies. HAL will act as agent for onshore excursions; however, all such excursions are the responsibility of independent operators separate from HAL and PHC.

PHC has contracted with Executive Meetings and Incentives, Inc. (“EMI”) to act as our agent to our passengers on the Cruise. EMI will, on your behalf, book passage on the vessel. EMI will book air travel, ground transportation, and hotel accommodations at your request. EMI will, with PHC, coordinate and manage all PHC programming on board. EMI will act on the passengers’ behalf in ensuring that your time with us goes smoothly and efficiently and that any problems are immediately addressed.

PHC is chartering the vessel and is fiscally responsible for the Cruise. PHC will produce the Cruise entertainment, including hiring performers and lecturers, and programming the A Prairie Home Cruises’ performances and events that will be available to you.
Payment Schedule

Upon registration a per-person deposit of $1,250.00 will be collected. Deposits for extra passengers and children will be adjusted accordingly. Within 10 days of making your reservation, you may cancel with no obligation and we will refund your entire deposit. After then, your deposit will be non-refundable.

Full Cruise fares will be collected no later than November 20, 2019 and will be non-refundable as of collection.

A change fee of $100.00 will be imposed for changes made to your confirmed reservation. Fares are “cruise only” and do not include air transportation, ground travel, onshore hotel accommodations, or shore excursions.

Cruise Fare

Fares are per-person based on double occupancy. Single occupants will be charged 160% of the per-person double occupancy rate. Third and fourth adult passengers in the same cabin will be charged 50 percent of the per-person cabin rate for that cabin.

Third and fourth youth passengers in the same cabin, age 3 to 12 years at time of sailing, will be charged $500 per person regardless of cabin rate. Infants aged six months to two years at time of sailing will travel free. Infants six months or younger at the time of sailing are not permitted to cruise. Pregnant mothers in their 24th week of pregnancy or later at any time during the voyage are not permitted to cruise.

All cabins must be occupied by at least one adult age 21 years or older.

Passengers under 21 years of age must be accompanied on board ship by a parent or guardian 25 years or older. Minors and infants must have a passport for the Cruise.

On-board cabin accommodations, including housekeeping and hotel services, are included. All cabins include private bath, complete linens, basic toiletries, radio/TV, and cabin-controlled heating/cooling systems.

Cabin are equipped with telephones, but significant charges apply for calls to shore. Internet service is available on-board, but significant fee-for-time charges may apply.

All on-board performances are included, as are all PHC lectures, workshops, and events. A few events, such as special tastings, will incur a reasonable fee.

Shipboard activities such as pools, sports and exercise facilities, classes, demonstrations, Club HAL for children, and other events are included. Spa services, casino gaming, and select additional events are available for purchase through shipboard accounts.

Shipboard meals, snacks, and 24-hour room service are included. Meals served in special dining areas incur an additional charge. Basic beverages such as coffee, tea, milk, and juices are included. Bar and specialty beverages, which includes soda, are available for purchase. An automatic 15% service charge is added to all bar and beverage purchases.

Your fare includes a per-person, per-day gratuity to be shared among HAL on-board staff. For suites, this gratuity is $16.00 per-passenger per-day. For cabins this gratuity is $14.50 per-passenger per-day.
Your Cruise fare includes all Taxes currently levied for the Cruise. This refers to certain taxes, fees, and charges imposed by governmental or quasi-governmental authorities, including port authorities, relating to any aspect of the Cruise. If governmental action results in any element of the Taxes exceeding the figures used to set our fares, we reserve the right to pass through the extra amount to our passengers. Similarly, we reserve the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges. No right of cancellation exists under any of these circumstances.

All additional purchases made while on the ship will be charged to passengers’ on-board accounts. Accounts must be settled before disembarkation. All charges while on board will occur in U.S. Dollars.

HAL offers regular customers participation in their “Mariner” rewards program. HAL will credit your travel days on the Cruise toward your Mariner status upon request. No other benefit related to Mariner status will be provided on the Cruise. As you are purchasing the Cruise from PHC and not HAL, no HAL or “Mariner” discounts, onboard amenities, upgrades, events, or any other benefit will be available for the Cruise.

**Liability**

We strongly encourage the purchase of an independent travel insurance policy. *Travel insurance is your only source of compensation for changes in your travel plans.*

We will not be responsible for delays, changes, or cancellations in the Cruise due to extreme weather, acts of war, acts of terror or the threat thereof, governmental declaration of pandemic, or other events out of our control, including, but not limited to, the unavailability or inoperability of the scheduled vessel because of mechanical or maintenance reasons.

If one or more of the scheduled performers cannot appear on the Cruise due to events not under our control, we will make our best efforts to replace them. In an extreme case, this may include Garrison Keillor. If at the outset of the Cruise Mr. Keillor cannot appear, we will offer a refund of 12% of the Cruise fare only to our passengers. No other refunds will be offered. In all cases, the ship will sail as scheduled and we will be unable to offer an alternate date. No right of cancellation exists under any of these circumstances.

We reserve the right to refuse passage on the Cruise to any person or persons. This refusal will not be based on race, religion, sexual orientation, or other protected class. Any person(s) refused passage will be given a full refund of their Cruise fare only.

We reserve the right to refuse continued passage to passengers once the Cruise has begun. Circumstances may also occur that require passengers to leave the Cruise once it has begun. In these cases, we will make no refunds nor will we provide or pay for costs and travel arrangements once the passenger(s) have disembarked.

HAL is responsible for your passage on board and your transfer to/from shore. Once on shore, you are responsible for your travel and transfers. All passengers who purchase shore excursions are bound by the terms of the independent company providing such services.

Except in the case of our willful misconduct, and without restricting any other provisions herein that limit liability, PHC and Garrison Keillor have no liability to you whatsoever for any injury, personal property or other loss that occurs on or in any way in connection with the Cruise.

**Right to Deviate from Scheduled Route, change port of embarkation and/or disembarkation, cancel Cruise and Activities, and Change or Omit Ports of Call; Substitution.**
While you are purchasing your Cruise from PHC, PHC and all passengers are subject to the rules and regulations of HAL and appropriate governmental authorities. For example, if HAL decides that it is prudent to change or omit ports of call, deviate from the scheduled route, change ports of embarkation or disembarkation, substitute transportation, or cancel the Cruise, HAL may do so.

In general, if HAL cancels the Cruise, PHC will refund all collected fees to its passengers. However, if there is a change to the Cruise’s itinerary, ports of call, route, or point of disembarkation or embarkation, no refunds are available to our passengers, whether the change is made prior to or during the Cruise. Other than a full refund if the Cruise is cancelled, neither HAL nor PHC have any liability to passengers for any additional costs due to a change of itinerary, etc.

For a detailed description of HAL’s policies and rules regarding changes and cancellations, see the Holland America Cruise contract paragraph #7 (https://www.hollandamerica.com/en_US/legal-privacy/cruise-contract.html).

All of HAL’s policies and rules will apply to the Cruise and all noted releases of liability of HAL shall accrue also to PHC. However, since Passengers are not paying HAL for the Cruise, all refunds of payments that you made to PHC will come from PHC, not from HAL (the HAL policies and rules say refunds will be made by HAL, which is not the case with this Cruise.)

**Passenger Rights and Responsibilities**

The individual signing this document is responsible for informing all members of his/her party of all terms and conditions. You agree to accurately and properly represent the passengers in your party when booking your Cruise, especially in regard to age and special needs anyone in your party may have (e.g., dietary needs or physical accommodations).

You agree to remit the deposit, final payment, and payments for expenses incurred during the Cruise in a timely manner according to the schedules provided to you.

You agree that all members of your party will act with normal socially acceptable boundaries in regard to general behavior, decorum, personal presentation, and social interaction. We cannot tolerate any action or behavior that is unsafe, illegal, or injurious to the well-being of you, your fellow passengers, our performers, or staff and crew.

You agree to allow use of your name and contact information for our internal use only and for us to inform you of additional opportunities to join us. We will not sell or distribute your name or information to any outside party, other than to HAL and our agents and representatives for purposes of operating the Cruise.

Our passenger roster will not be made available to the public or to our passengers. We will not provide cabin numbers or other personal information to your fellow passengers.

**Contagious or Communicable Illness**

We make no representations or warranties with respect to the absence of contagions on ship. In the unlikely event of an outbreak of any illness or disease, no refund will be made to passengers.

Contagious or communicable illness is taken seriously on-board ship. Influenza protocols and other medical practices and policies are strictly enforced by HAL. All passengers must complete a public health questionnaire before boarding. Passengers who are obviously ill from a contagious infectious disease will not be permitted to embark the ship. Passengers who exhibit signs of contagious infectious disease may be isolated in their cabins. Isolation is strict, on a 24-hour basis, and is solely
at the discretion of HAL medical personnel. Passengers violating medical rules will be put off the ship.

All passengers are asked to exhibit best hygiene practices at all times. This includes frequent and thorough hand-washing, making regular use of hand sanitizers made available throughout the ship, and containing coughs and sneezes properly.

**Embarkation**

All passengers are entirely responsible to arrive in a timely fashion to board the ship. Ship departure will not be delayed. Travel or other costs to join the ship en route are the responsibility of the passenger.

All passengers are entirely responsible for completing online check-in procedures fully and accurately, and for obtaining and maintaining possession of all necessary travel documents.

U.S. passports will be required for all U.S. passengers, including minors of all ages. Passports must be valid for at least six months after the voyage. All passengers must provide proof of citizenship prior to sailing. A birth certificate or driver’s license will not be sufficient. All travel documents such as passports, visas, proof of citizenship, etc. that are required for embarkation, debarkation at various ports of call, and re-entry into the United States are the responsibility of the passenger. Please check with your travel agent, government agencies, embassies, or consulates to determine documentary requirements. Passengers will not be allowed to board the vessel at time of initial embarkation without a valid passport. No refund of Cruise fare will be given to any passenger failing to present the proper identification.

Passengers with citizenship in countries other than the U.S. must check with HAL and the appropriate governmental authorities as to required documentation.

With the exception of Cuba, this cruise will not generally require visas for U.S. citizens. Visas specific to visiting Cuba are explained below.

All passengers are responsible to confirm their individual requirements for travel documentation. We cannot assist you with this. HAL refers their passengers to the following reputable agency, which we suggest that you use.

**Visa Central**

hollandamerica.visacentral.com

U.S. citizens: 1-866-788-1100, customerservice@visacentral.com

**Disembarkation**

All passengers must settle shipboard accounts before disembarkation.

Passengers disembark on a schedule arranged to accommodate travel plans and provide an efficient departure process. Please follow this schedule.

**Photographs and Recording**

It is expressly forbidden to videotape and/or audiotape any performances or events on the Cruise. You agree that we may obtain photographs, audio recordings, or video recordings of you during the Cruise. You agree that these photographs and recordings, as well your name and any other likeness, may be used by PHC for promotional, commercial, or archival purposes, during or subsequent to the Cruise, for no additional consideration and without any additional approvals.
Smoking
Please note that HAL has a strict smoke-free policy for all passenger cabins and substantial fees will be imposed if you violate this policy. Smoking is permitted on outside balconies of Verandah cabins. Out of respect for others onboard the ship, smoking on the Cruise will only be permitted in a designated public area located on an outside deck. Smoking will not be permitted in other outside locations, lounges, the showroom, the casino, restaurant spaces, and in other areas in which smoking may be permitted during other regularly scheduled HAL cruises. These policies will be strictly enforced.

Special Note about Cuba Portion of Cruise
As of Spring 2019 these are details about the Cuban portion of the Cruise, as provided by HAL. If any of these requirements change by the time of the Cruise, HAL and/or PHC will make reasonable efforts to inform you of the changes.

There are 2 documents that are pertinent when visiting Cuba:

1. Visa: Each and every passenger going to Cuba from a USA port requires a Visa to do so as a Cuban regulation. HAL buys these in bulk and can sell them to passengers during check-in in the terminal if passengers do not already have one (charge for the visa posted to onboard account).

2. Affidavit: Each and every passenger going to Cuba from a USA port is required to fill in an affidavit stating what they are planning on doing in Cuba as a USA regulation. These affidavits are sent to passengers’ pre-arrival in the terminal along with instructions. They have 12 options/tick boxes listed giving various options as to what passengers are planning on doing in Cuba (visiting family/research/cultural experience, etc.)

The box most passengers tick is the “People-to-People” (P2P) experience. Each tour that HAL offers complies with the P2P regulations; i.e. partake in a HAL offered tour and you are compliant.

Each passenger who picks the P2P program has to comply with 7-8 hours per each day in Cuba of P2P interaction; again, the HAL tours are all compliant. Passengers on the P2P program will need to do 7-8 hours of P2P time in Havana and another 7-8 hours in Cienfuegos.

If a passenger is audited, HAL can provide the tour manifest to show that the person is compliant. If a passenger signs up for a tour and decides to leave early, they have to sign out from the tour and if audited will be shown as not being compliant.

Once a passenger has completed their P2P time, they are more than welcome to explore Cuba on their own.

Neither Holland America nor PHC actively police passengers going ashore; we can only advise of the regulations. Passengers are required to be compliant if audited by the authorities.

Please see next page for confirmation instructions.

YOU MUST return this document to EMI no later than February 3, 2020
Terms and Conditions

By signing below, you indicate that you have read, understood, and agree to all or these terms and conditions. As the purchaser responsible for your booking party, you attest that all members of your party are familiar with and agree to these terms and conditions. This document must be physically signed and returned to EMI by mail, fax, or electronic transmission of a signed copy.

You agree to be bound by these terms and conditions. You agree to be bound by HAL’s terms and conditions of travel, including those contained in the HAL cruise contract. You agree to be bound by all HAL policies, procedures, and rules that are applied to all regular cruise passengers. All HAL terms and conditions are incorporated herein by reference.

Return of this executed signature page only is considered sufficient and full agreement with all terms above.

Understood and agreed,

Print name __________________________ Signature __________________________ Date __________
(person responsible for payment)

Use this information to return your signed document:

by email: 2020PHCruise@eminj.com

by fax: 908-864-5801

by mail: Executive Meetings & Incentives
1011 US Highway 22
Suite 101
Bridgewater, NJ 08807
Attn: APHC 2020 Cruise