

Booking Terms & Conditions (Aranui programs)

Reservation

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

For purposes of these terms and conditions, any reference to the "Company" or "CPTM" in either these booking terms & conditions or the Additional Terms & Conditions and Conditions of Carriage hereunder, shall mean Compagnie Polynésienne de Transport Maritime (CPTM), a Tahitian company at P.O Box 220, Papeete, Tahiti, French Polynesia.

DEPOSITS & FINAL PAYMENT

The following deposit terms are specific to tour programs including Aranui cruises:

Deposits:

For cruise only programs, 25% of the total cruise fare is payable immediately upon booking to make your reservation. In the unusual circumstance that we cannot subsequently confirm your booking after this deposit has been paid, it will be refunded to you in full.

For programs which include other services in French Polynesia, a further deposit may apply based on the requirements of hotel, airline or other travel service providers. This will be advised at the time of booking.

Final Payment:

Final payment is due no later than 92 days prior to departure. Cheques*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

*Non-certified personal and/or agency cheques are due in our office 112 days prior to

departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

Revision / Change Fee:

We will do our best to accommodate changes to your booking up to 92 days prior to the sailing date. After this time, all changes will be treated the same as cancellations as described below.

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

Cancellations and Refunds:

For cruise arrangements, the cancellation charges are as follows:

More than 92 days before departure:	Administrative fee of \$100
92-63 days before departure:	Deposit is forfeit
62 - 47 days before departure:	33% of the total tour price
46 - 32 days before departure:	66% of the total tour price
Less than 32 days before departure:	100% of the tour price

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the airline depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced.

Prices:

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance with the provisions of the Travel Industry Council of Ontario (TICO). The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, beverages, food not on the regular table d'hote menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Port charges and/or taxes may be listed separate from the base cruise fare. Verbal quotations will NOT be honoured.

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information. Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

Itinerary Changes

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

Passports and Visas

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non-Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

Travel Documents

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

Gratuities

Gratuities are not included in the price of your trip.

However, unlike most larger cruise ships, a set gratuity is not part of the Aranui experience. If you feel that the experience was very good, you may either tip individual crew members or leave an amount in the tip box that will be made available at the end of the cruise.

Smoking Policy

For the comfort of all cruise participants, smoking is only permitted on the designated sundecks and outside walkways of ships. Smoking is not permitted in any interior portion of the ship.

Cruise Itineraries

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice.

Luggage

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended.

Insurance

Purchase of trip cancellation and/or health insurance available through GLP Worldwide or your travel professional is strongly recommended.

Responsibility

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. The Carrier, airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator and the Carrier reserve the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour participant from the cruise/tour, to make changes in the itinerary whenever the Operator or Carrier deem it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure or website, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

ADDITIONAL TERMS & CONDITIONS

Your booking is also subject to the following additional terms & conditions of the Company which are as follows: (Please note that the terms and references to all paragraphs hereunder relate to each other and not to the terms and references of the clauses preceding this section. In these following paragraphs the words "We", "Us" or "Our" refer only to the Company.

BY ACCEPTANCE of the confirmed booking and contract ticket, whether or not signed by the passenger or on his behalf, or of passage on the vessel, each Passenger agrees that the terms and conditions, which are incorporated herein as part of the Passage Ticket Contract, shall govern the relationship between him and the Company and be binding in every possible contingency.

1- Definition of terms used herein: "Company" or CPTM means Compagnie Polynésienne de Transport Maritime (CPTM), a Tahitian company, the operator of the vessel, the Vessel, CPTM's employees, agents, subsidiaries, affiliates, successors and assigns. "Vessel" means the Aranui or any vessel substituted therefore. "Passenger" includes a participant in a voyage or cruise under this or similar contract. "Shore Excursion" means

any leaving of the vessel whether by land, water, air or any combination thereof with the expectation of a return thereto. "Cruise" or "Voyage" means the transportation on the vessel between places stated in the Passage Contract Ticket. The masculine gender includes the feminine and the singular shall include the plural. "Ticket" or "Voucher" shall be interchangeable and means the Passage Contract Ticket as issued to the Passenger for the transportation aboard the vessel operated by the Company.

2- The Company may substitute another vessel for the vessel named herein, whether owned by the Company or not, at the port of embarkation or at any other place. The Vessel, either before or after proceeding toward the port of destination and though not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised and intended route at any stage of the voyage, and may proceed to and stay in any place whatsoever although in a contrary direction to or outside of or beyond the usual route, once or more often, in any order, backwards or forwards, for loading and discharging cargo, fuel, stores, laborers, stowaways, passengers, or members of the ship's company, for this, or any prior or subsequent voyage, and/ or for any purpose whatsoever that in the option of CPTM or Master may seem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above-mentioned provisions are not to be considered as restricted by any words of the contract whether written, stamped, or printed. The vessel may adjust compasses, dry dock and go on ways before or after commencement of the voyage and may sail without pilots, tow and assist vessels in all situations and deviate for the purpose of saving life or property.

CPTM has liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destinations, loading, embarkation, discharges, disembarkation or otherwise, howsoever given by the government of any nation of any department, or agency thereof, or any persons acting or purporting to act with the authority of such government, or any department or agency thereof, or any committee or person having, under the terms of any insurance which may be on the ship, the right or authority to give such orders of direction.

In case of conditions of weather or surf, shallow water, hostilities, war, insurrection, civil commotion, disturbances, strikes, labor trouble, blockage, interdiction, quarantine, warlike or naval operations or demonstrations, earthquakes or epidemics, whether at or near one or more of the ports of call, the port of destination and/or elsewhere in the course of the voyage, or the happening of any other matter or event, whether of like nature to those above-mentioned or otherwise, or whether existing or anticipated before the commencement of or during the voyage, which in the judgment of the Company or the Master is likely to result in loss, damage or delay to the Vessel and/ or passengers, or which in the judgment of CPTM or of the Master may make it unsafe or imprudent to proceed on or to continue the voyage or to enter or to discharge Passenger and/ or cargo at one or more of the ports of call, and/or destination, CPTM or Master shall have the liberty, at its or his absolute discretion, to omit one or more of the ports of call and/ or of destination, without any liability to Passenger on account thereof, and the Vessel may proceed direct to destination or call at such port or ports as the Company or Master may deem safe or advisable under the circumstances. Passenger booked for ports omitted from the itinerary

will be disembarked, together with their baggage and/ or other property, at the next port called at by the Vessel, subject to the terms, conditions and exceptions as stated herein.

3- CPTM shall not be liable in any capacity for any loss, damage, delay, death of or injury to any Passenger or to his baggage, personal effects or other property whether occurring before, during or after embarkation, transit, transfer, discharge or delivery arising from any of the following causes, whensoever and howsoever occurring: any Act of God, perils or accidents of the sea or other waters and of navigation; causes beyond CPTM's control; collision, stranding, jettison or wreck; fire from any cause wheresoever occurring on board, in craft or on shore; barratry of the Master or crew; enemies, pirates, robbers, theft by any person whether in the employ of the carrier or not; faults or errors in the navigation or management of the Vessel; arrest or restraint, capture, seizure, detention, interference of any sort, or any act of princes, rulers, government or people, or any power; legal process or stoppage in transit, epidemics, pestilence, wars, rebellions, hostilities, riots, explosives, mines, torpedoes or other conditions due to war or to preparation therefor; strikes, lockouts, stoppage of labor or labor troubles of CPTM's employees or others; shortage or lack of fuel or facilities of any sort; explosions; bursting of boilers, breakage, accidents or derangements of machinery or appurtenances, unseaworthiness at the commencement of the voyage of any kind or nature whatsoever, if not due to negligence of CPTM; salt or fresh water, heat, frost, ice, floods, freshets, smell, taint or leakage from other cargo or baggage or damage from stowage or contact there with; temperature, refrigeration, fumigation, disinfection, moisture, sweat, rain or spray, stains, breakage, chafage, vermin, insufficiency or absence of marks, numbers, address or description; transshipment to or from and risk of craft and storage thereon; prolongation of the voyage; giving way, falling or destruction of wharf, shed or warehouse.

In addition to, but not in substitution for, the provisions of this clause, the CPTM shall not be liable with respect to any claim whatsoever unless the circumstances giving rise to the claim are due to the negligence of CPTM, and the burden of proving negligence shall be on the party asserting the claim.

However, this paragraph 3 is not meant to limit the Company's liability beyond that which is prescribed in French Maritime Law number 66-420 of June 18, 1966 and its applicable decrees and law number 67-522 of July 3, 1967 and its applicable decrees. Any contradiction in terms between this paragraph and the above-stated laws will be resolved in favor of the above-stated laws.

4- If the Vessel carries a surgeon, physician, barber, hairdresser, manicurist or shop attendants, such carriage is done for the convenience of Passenger and any such person in dealing with a Passenger shall not be considered in any respect as the servant or agent of CPTM, and the CPTM shall not be liable for any act or omission of such person or those under his orders, or assisting him with respect to treatment, advice, or care of any kind given to any Passenger. The surgeon, physician, barber, hairdresser, manicurist or shop attendant shall be entitled to make proper charges subject to the approval of the Master, for any services performed with respect to a Passenger and CPTM shall not be concerned otherwise in any way whatsoever in any such arrangement.

5- Each Passenger represents, and it is hereby agreed that the total value of the property taken from him on the voyage, including his baggage, hand baggage, and property carried

on his person or retained in his possession, does not exceed upon the above representation and valuation.

Particular attention of the Passenger is called to the foregoing paragraph, and they are advised that if they wish insurance protection against theft, or other possible causes of loss they should secure insurance. CPTM shall not be liable in any capacity whatsoever for loss, damage or delay to any baggage or hand baggage until delivered and checked by CPTM's agent on the wharf or Vessel. Passenger will not be liable to pay, nor entitled to receive, any general average contribution in respect of property taken with them on the Vessel. If it is understood and agreed between the Passenger and CPTM that the class of property which the Passenger is entitled to have carried on the Vessel includes only such wearing apparel, articles of personal adornment, toilet articles, and similar personal effects as are necessary and appropriate for the wear and use of the Passenger and that packages which are to be carried as baggage must be recognizable and duly marked as such. Money, gold, silverware, watches, jewelry, ornaments, cameras, marine glasses and other valuables shall not be carried as baggage. The Passenger carries such articles with him at his own risk. A reasonable amount of space in a deposit box or safe on board the Vessel, if so equipped, will be allowed each Passenger upon request; but, in consideration of CPTM's furnishing such deposit box or safe without extra cost to Passenger, and inasmuch as no charge is made therefor, it is mutually agreed that CPTM's liability, if any, for loss of or damage to the deposit made therein by the Passenger shall not be increased by reason of a deposit being made and no bailment is created thereby. In event of declaration of excess value, as herein provided, CPTM may require that valuables be placed in the custody of the Purser, but without assumption of any increased responsibility or liability on CPTM's part.

6- Nothing in this contract shall be construed as depriving CPTM of the benefit of any statute providing for limitation of or exoneration from liability, nor of any liberty, right or remedy to which it would otherwise be entitled. In this regard, the Passenger agrees that CPTM's liability toward passengers as well as their luggage and transported merchandise is fixed according to the dictates of French Maritime Law number 66-240 of June 18, 1966 and its applicable decrees and law number 67-522 of July 13, 1967 and its applicable decrees, both laws of which were duly adopted in France and the Tahitian Islands. The complete text on transportation conditions contained in these laws is available for Passenger's perusal at CPTM's headquarters offices in Tahiti.

7- CPTM shall be under no responsibility in any event for the personal safety or security of Passenger, his baggage or other property, except while on board the Vessel's or substituted vessel. In particular, CPTM shall be under no liability whatsoever for the death of or for any personal injury to, whether or not resulting in death, or for any other loss or damage whatsoever sustained by Passenger after disembarkation from the Vessel or prior to embarkation upon the Vessel. The responsibility if any of CPTM with respect to the Passenger's baggage and/or property of any kind whatsoever does not commence until embarkation and all responsibility absolutely terminates on discharge from the Vessel whether at the final or an intermediate port or place. The foregoing provisions shall exonerate CPTM from any and all liability while the Passenger and/ or his property of any kind whatsoever is in disembarkation upon or embarkation by means of launches, tenders, other craft as included in the fare. With respect to all travel or transportation beyond the

Vessel, CPTM's sole obligation and responsibility (if any is undertaken),shall be solely that of agent for the Passenger on engaging or contracting for the required transportation and in procuring tickets or reservations, subject to the terms of the transportation companies who actually undertake performance of this service. The preceding provisions as to CPTM's non-responsibility fully apply to any shore excursions in which Passenger may take part (whether or not the cost thereof is included in the fare for the cruise), and also to leaving the Vessel at the port where the Passenger ends his cruise or boarding the Vessel at the port where his cruise commences.

Passenger must pay his own expenses while off the vessel unless otherwise provided in the cruise itinerary. He may, however, remain on board during the Vessels' stay in port, during the cruise and meals will be served as usual. CPTM reserves the opt on of omitting, altering and/ or curtailing any shore excursion in case CPTM, in its sole discretion, shall deem the prosecution thereof may result in loss, damage or delay to the Vessel or Passenger. With respect to all shore excursion or travel or transportation not on board the Vessel, whether or not the cost thereof is included in the fare for the cruise, CPTM's sole obligation and responsibility (if any undertaken) shall be solely that as agent for the Passenger in engaging or contracting for the required transportation and/ or accommodations and in procuring tickets or reservations, subject to the terms of the transportation companies or other persons who actually undertake performance of the service. In the event that Passenger fails to board the vessel prior to the time of its scheduled (or otherwise fixed) sailing from any of the ports visited, the Vessel may, at CPTM's option, sail without the Passenger, and thereupon all liability and responsibility of CPTM with respect to such Passenger shall terminate. If, however, the Passenger shall establish that his failure to board the Vessel reasonably was due to fault on the part of CPTM then CPTM shall be responsible for the expanse of forwarding the Passenger to his destination named herein(or to the Vessel, at CPTM's option), but shall not be in any respect otherwise liable. No persons are authorized to inform passengers of the times of sailing from port except the Vessel's officers and the cruise director.

8- Company shall at all times have the right to refuse to transport Passenger or may land or eject Passenger at any port of call at Passenger's expense, in the event of any illness, disease, injury, mental derangement, disorderly or vulgar conduct, or failure or refusal to observe or comply with any regulations which are or may be established on board the Vessel for the general comfort or safety of passengers, crews, and the vessel. If Passenger is, or is believed to be, suffering from such physical or mental disqualification or is otherwise objectionable for the reasons herein mentioned, the Passenger may be required to submit to such restrictions on board the Vessel as in the opinion of the Master or other officer in charge may be necessary for the safety and comfort of the Passenger and/ or other passengers or persons aboard the Vessel. The Master or such other officer shall be the sole judge of such matters. Passenger agrees to accept such judgment as final, and neither CPTM nor the Master nor such other officer shall be liable for mistakes in judgment exercised in good faith. In the event of any such refusal to transport Passenger or such landing or ejection of Passenger, CPTM's sole obligation to Passenger shall be to refund the fare paid or a sum deemed by CPTM to be a fair proportion of the fare for any unused portion of his ticket and, in either case, less any expenses paid or incurred by CPTM because of the aforesaid conditions or for account of the Passenger. The acceptance of Passenger for passage shall

not constitute a waiver by CPTM of any right to abject thereafter to any condition or conduct of Passenger which would have brought Passenger within any of the above classes at the time of acceptance for passage. The Passenger is subject to medical examination if required by CPTM.

9- Passenger will pay all port charges, health fees, quarantine dues and charges and in case of detention by quarantine, no matter for what reason, Passenger will bear all risks and expenses thereby incurred unless CPTM is required by law of Tahiti to assume costs of detention. If quarantined on the Vessel, Passenger will pay daily to CPTM for maintenance according to the latter's charges for every day of detention. Passenger agrees that CPTM shall have a lien upon all Passenger's baggage and all property of Passenger on the Vessel for such charges and for all other proper charges due to CPTM from Passenger, including but not limited to bar, laundry, excess baggage, telegram and other items of such nature, then CPTM shall have the right to hold and retain such baggage and property until such chargers are paid, and if not paid within sixty (60) days after demand, CPTM may enforce this lien by public or private sale of such baggage and property.

10- Passage money shall be considered earned at time of payment, or if not previously paid, then at lime of embarkation, and the CPTM shall be entitled to such passage money and retain it under all circumstances and in every possible happening or contingency. If there shall be a forced interruption or abandonment of the voyage in question at any other port but the one given in this Contract, or if it becomes necessary for any of this reasons to divert the Vessel to another port for this purpose, the expenses incurred to CPTM shall be at the risk and expense of the Passenger and/ or baggage and such expense shall constitute a lien on the baggage.

11- CPTM shall not be liable for any claim of or with respect to Passengers' baggage or personal property unless made in writing and lodged with CPTM at P.O Box 220, Papeete, Tahiti French Polynesia within fourteen (14) days after the Passenger leaves the vessel or in the event of the Passenger's death while on board, unless made and lodged within thirty (30) days after the Passenger's death, provided, however, that when the Passenger's baggage or other property is inspected by Customs Authorities at the port of debarkation, notice of loss or damage thereto must be given in writing to CPTM's agent before removal of such baggage or other property from the place of Custom's Inspection. Claims for loss of lite or bodily injury shall be made in writing and lodged with CPTM at the above address within three (3) months from the day when the death or injury occurred. Failure to give notice of loss or damage and/ or make and lodge a claim as above provided shall bar all suits and actions thereon no matter by whom instituted

Suits and actions to recover for loss of lite or bodily injury shall not be maintainable unless instituted within one (1) year from the day when the death or injury occurred; suits and actions to recover the claims other than bodily injury or loss of lite shall not be maintainable commenced within six (6) months from the day on which the claim accrued. These requirements cannot be waived by any agent or employee of CPTM; they may be waived only by express written agreement of a Director of CPTM having authority on the premises. In any case, where the time fixed hereby is less than allowed by law, such times is hereby extended so as not to exceed the minimum lawful lime.

12-If hostilities or warlike operations between any nation, blockades, embargoes, regulations of any government authority or any official interference with commercial intercourse result in an increase in the rates of war risk insurance and/ or crew's wages or otherwise affect or interfere with the operations of CPTM, CPTM shall, at its option, have the right to cancel this Contract or fix such reasonable increase in fare as circumstances warrant.

13- This ticket is not transferable. The Passenger shall not be entitled to transportation except on production and surrender of his Passage Contract Ticket. If this ticket is not used for the vessel and sailing named herein, it shall be void and the passage money may be retained by CPTM. Passenger assumes all responsibilities for obtaining passports, visas and other documents, including health and vaccination certificates, which are or may be required by governmental or other authorities.

If the failure of Passenger to obtain such documents might delay or threaten the delay of the Vessel, or might be deemed a violation of any rule, order or direction of any governmental or other authority, CPTM shall have no further obligation to transport or furnish transportation to Passenger, and CPTM's sole obligation to Passenger shall be to refund the fare paid subject to the provisions hereof or an amount deemed by CPTM to be a fair proportion of the fare for any unused portion of this ticket.

The bed, berth, bunk, cabin stateroom, or open deck accommodation allocated to Passenger may be changed at the discretion of CPTM at any time without prior notice being given. If accommodations not available in the category indicated on the Passenger Contract Ticket at the time the Passenger presents himself for transportation, the Passenger will at the discretion of CPTM either be accommodated without any additional charge in a category of accommodation superior to that confirmed and prepaid, or, if accommodated in a category of lesser value, the Passenger will be refunded the amount of any overpayment.

14- The Passenger must see that his baggage is distinctly labeled with Passenger's name, vessel, cabin number (or room number or deck assignment number), and date of sailing. If the Passenger fails to label his baggage, CPTM shall not be liable for any loss of the baggage or delay in delivery thereof.

The Passenger himself must have his baggage transferred to the depot, airport or wharf of the on carrying transportation company and see to it that it is properly labeled and put on the means of transportation in which they will proceed.

15- CPTM may at any time before embarkation of the Passenger, and without prior notice, cancel or change the date of sailing or the time of departure and in the event of any postponement need not furnish meals on board and may require Passenger to disembark. The Passenger shall have no claim against CPTM by reason of any cancellation, prevention, change or delay of sailing for hotel or board bills, traveling expenses or other losses, delay, or expenses incurred whatsoever.

16- The cruise outlined herein shall be carried under the business management of CPTM. Passenger acknowledges that the cruise fares and the deposits have been paid to CPTM

and the CPTM is solely responsible for any and all claims for refunds, reimbursements or damages of any kind arising out of any cruise thereunder. Any and all rights and prerogatives pertaining to CPTM shall apply equally to its Master and crews and its agents, employees, subsidiaries, affiliates and assigns. All limitations, exceptions and conditions herein contained as to the liability of CPTM shall apply also to the liability, if any, of its Vessel, agents, employees, subsidiaries, affiliates and other representatives and also to the liability, if any, of the operators, agents, employees or other representatives of any substituted vessel.

17- The purchaser hereof covenants and warrants that he is duly authorized by or on behalf of all the Passenger or Passengers listed on the Ticket Passage Contract to agree to all the stipulations, exceptions, terms and conditions herein contained, and by accepting and/or using this ticket he and/ or they do agree accordingly and do agree that the same shall be binding upon them, their heirs, their successors and assigns with the same force and affect as if they had every one of them have signed this Contract.

18- The illegality or invalidity of any paragraph, clause or provision of this Contract shall not affect or invalidate any other paragraph, clause or provision thereof.

19- Any claims or cause of action arising herein against CPTM, shall be subject to the laws and jurisdiction of French Polynesia and litigated in the appropriate Court or Courts of that jurisdiction.