

# LEGENDARY RHYTHM & BLUES CRUISE • October 26-November 2, 2024

## Terms & Conditions

Legendary = Legendary Rhythm & Blues Cruise, LLC | HAL = Holland America Line

**PAYMENT:** Payment in full must be received by Legendary Rhythm & Blues Cruise, LLC by July 26, 2024. Holland America booking numbers will be provided approximately 4-5 weeks prior to sailing, via email from Legendary, providing full payment has been received. If full payment is not received by July 26, 2024, Legendary has the right to consider the reservation canceled, with cancellation penalties applied.

**CHANGES:** All changes must be in writing by letter or email. Any change made after cabin selection may be assessed a \$250 per person administrative fee at the direction of Legendary. Cabins are not transferrable.

**INSURANCE:** Travel insurance is highly recommended. Travel Guard has different policies to choose from and can be chosen with their link on Legendary's website [www.bluescruise.com](http://www.bluescruise.com) or by calling 800-826-1300 with Blues Cruise ID# 00489263.

**CANCELLATION:** All cancellations must be received in writing by letter or email to Legendary. Cabins are not transferable. In the event a passenger cancels their booking, the following fees become payable:

Through June 26, 2024	\$250 Per Person
June 27-July 26, 2024	\$500 Per Person
July 27-Aug. 26, 2024	50% of total cruise cost
August 27, 2024 & after	Non-refundable

The date that such written notice of cancellation is received will determine the applicable cancellation fee per the above schedule. No exception will be made to cancellation rates: thus, Legendary recommends passengers secure appropriate cancellation insurance.

If the cruise is withdrawn by Legendary and/or HAL before the sailing date, the passenger shall only be entitled to a refund of the amount received by Legendary from the passenger and nothings more. Refunds are not made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

**FUEL SURCHARGE:** The rapid escalation of fuel prices has led to a current fuel supplement price. This amount may modestly go up or it may come down depending on future prices. Legendary will be given an exact amount from HAL 30 days before the October 26, 2024 sailing. At that time passengers may be given a slight bill to cover any overages in HAL's daily supplement fees.

**SHIP & PORT FEES/TAXES:** US\$280.00 per guest. Legendary reserves the right to charge a port tax increase should a surcharge become necessary.

**GRATUITIES:** HAL crew works very hard to make sure that every aspect of your cruise meets the highest standards. This includes those crew members who serve you directly, such as dining room wait staff and the stewards who service your stateroom each day. There are also many others who support this effort whom you may never meet, such as galley and laundry staff. To ensure that the efforts of all crew members are recognized and rewarded, a daily Crew Appreciation is automatically added to each guest's shipboard account. The daily Crew Appreciation for suites is US\$17.50 per guest per day, and US\$16.00 per guest per day for other staterooms. (Subject to change without notice.)

An 18% service charge will be automatically added to all bar and dining room beverage charges.

**PHOTOGRAPHY:** Photos or videos may be taken on board the Legendary Rhythm and Blues Cruise, which may be distributed nationwide or worldwide. Passengers who sail on the cruise automatically authorize Legendary to use their likeness in such images. Artists may not be videotaped without their own written consent.

**SERVICE ON SHIP:** Valuables and personal funds should be placed in the safe deposit boxes. All charges on board the ship are on a cashless basis, with credit being established before boarding the ship. Payment at the end of the cruise may be made by credit card or cash.

**TRAVEL DOCUMENTS:** Passengers are responsible for obtaining all travel documents as well as compliance with Customs and Immigration requirements. Passengers will be required to comply with all security measures imposed by governments which may change from time to time. Legendary will endeavor to provide passengers with notice of measures which may affect the voyage but complying with any such requirements is the responsibility of each passenger. United States and Canadian citizens must have a valid passport. Naturalized U.S. citizens are advised to carry their naturalization papers. Aliens who are permanent residents of the U.S. must carry their Alien Registration Card and passport. All others must have valid passports.

Passengers without proper documentation will not be allowed to board the vessel, and no refund of cruise fare will be given to any passenger failing to bring such documentation.

**SPECIAL HEALTH REQUIREMENTS:** Persons who have a physical or mental disability or a medical condition must report same to Legendary in writing at the time the reservation is made. This information may be forwarded to HAL to the ship's doctor for review. Failure to provide such information 90 days prior to sailing may require Legendary to cancel your reservation assessing the appropriate cancellation penalty. Legendary and HAL reserve the right to revoke or refuse passage to anyone who may, in the sole judgment of HAL, require treatment, care or attention beyond that which the ship's facility can provide or whose mental or physical condition may make them incapable of a cruise voyage with the passenger being assessed the appropriate cancellation penalty. A qualified physician and registered nurse are on call 24 hours a day in the ship infirmary.

**SPECIAL DIETARY REQUIREMENTS:** Passengers wishing special diets or facing physical disabilities must notify Legendary in writing of such requests at least 90 days prior to sailing.

**ILLNESS AND/OR COVID-19:** In alignment with the WHO and Travel Guard, Legendary treats COVID-19 as a foreseen event. Any passenger securing a stateroom on the Legendary Rhythm & Blues Cruise is therefore assuming the risk of contracting COVID-19 or any other illness. Legendary does not reimburse for any lost time due to illness nor does Legendary reimburse for medical expenses associated with any illnesses.

**LAND PACKAGES / SHORE EXCURSIONS:** Shore excursions are offered for passengers' enjoyment at an additional cost, which will be identified by HAL. Each tour is operated in the various ports of call by local tourist service companies. Although provided by and arranged through HAL, the following are not under the control of HAL nor Legendary: hotel stays, car rentals, sightseeing excursions, dive programs, shore-side restaurants, transportation by air, rail, bus, or other means, and any other service provided by a third party. The arrangements are made only as a convenience to the passenger. HAL and Legendary shall not be liable for services and facilities provided by independent contractors resulting in any loss, damage, injury, death, or illness nor cost of any delay or cancellation.

**SMOKING POLICY:** For the comfort of all passengers, all staterooms (cabins) including stateroom verandahs, show rooms and all other indoor areas are designated non-smoking. Smoking is permitted on certain other designated outside decks. Any passenger who smokes inside staterooms in violation of this policy will be charged a US\$250 cleaning fee per day of violation. Cigar and pipe smoking is not allowed anywhere inside the ship and is only permitted on the outside decks where smoking is otherwise allowed. Electronic cigarettes and vaping devices are permitted in staterooms but are not permitted on stateroom verandahs. These devices may also be used in all designated smoking areas. HAL reserves the right at any time to modify the smoking policy or alter the locations where smoking is permitted.

**ACCOMMODATIONS:** All cabins are priced for double occupancy. Payment of the single supplement (200% of the double rate) does not imply better accommodation, only privacy. Similarly, triple and quad accommodations do not imply an extra-large room, as many triple/quad rooms are twin rooms with extra beds added. No refund or upgrade will be provided for accommodation simply because a passenger feels they have inadequate space.

**RESPONSIBILITY AND LIMITATION OF LIABILITY:** Your decision to purchase and pay a deposit for this cruise program constitutes your acknowledgment of and consent to all the terms and conditions, including the limitations of liability described herein. Legendary acts only as a sales and marketing agent. Legendary expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors, or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

The Cruise Contract and other HAL documents contain further limitations of liability. Details of these limitations are made available from HAL. Under these terms and conditions, liability by passengers for items such as damage to or theft of luggage, personal property, delay, circumstances on board your cruise ship or elsewhere is limited. In addition, the right to recover in a legal proceeding will be based upon the applicable law and forum stated in the HAL Cruise Contract. Also on board the cruise ship are, independent concessionaires which operate shops, photography, gaming, etc. Legendary accepts no responsibility for the actions of these independent concessionaires arising from your dealing with them. You must contact and deal or interact with them directly.

HAL and Legendary reserve the right to change or abandon all or any part of the cruise program and to change the itinerary whenever advisable or necessary. In this case HAL and/or Legendary will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds are not made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

Unforeseen illnesses or other emergencies may arise causing a cancellation by a band. Legendary reserves the right to alter bands contracted for this cruise if necessary. Legendary does not accept any responsibility for quality, value, reliability, or authenticity of any goods purchased while on the voyage, nor is it liable in any way whatsoever for any arrangements made to post, freight, or ship such purchase(s).

HAL and Legendary may, at their absolute discretion, require any person to withdraw from the cruise if it is deemed that the person's acts or conduct is offensive or a nuisance to other passengers, and Legendary shall have no further liability. Likewise, HAL and/or Legendary may refuse future passage if it is deemed that a person's acts or conduct is a nuisance to other passengers.

**DATA PROTECTION:** Legendary shall obtain from all guests free and informed consent for their Basic Personal Data to be transferred to and used by HAL strictly for HAL's operational and business purposes, i.e., for HAL to provide services to the guest. This Basic Personal Data consists of date of birth, legal name, email address, gender and Mariner Number if known by Legendary. Legendary has fully complied with its obligations under Data Protection Law and provided HAL with contact details in order for one to set sail. Legendary does not share this data with any other business. HAL may have authorized subcontractors in connection with passenger bookings and the purposes for data sharing including, but not limited to, a notice that Legendary is sharing data with HAL and its affiliates, government agencies and authorities and other travel suppliers who may use such information for their own purposes. All basic data that is shared with Legendary is collected, processed, and transferred in accordance with Data Protection Law; implemented, maintained and at all times to operate adequately and appropriate technical and organizational measures to: protect the security, confidentiality, integrity and availability of the data and to protect against unauthorized or unlawful processing of the data and accidental loss, destruction, or damage to the data.



### Questions?

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