

## **SIXTHMAN – TCM CLASSIC CRUISE 2013 TICKETING CONTRACT**

IMPORTANT NOTICE! THE FOLLOWING DOCUMENTS [COLLECTIVELY, THE "CONTRACT"] CONTAIN:

(A) THE CONTRACT BETWEEN YOU AND DISNEY CRUISE LINE [THE "TICKET CONTRACT"] AND

(B) SUPPLEMENTAL TERMS, CONDITIONS AND LIMITATIONS AS BETWEEN YOU AND SIXTHMAN and TCM WITH RESPECT TO THE CRUISE.

THESE DOCUMENTS CONTAIN IMPORTANT LIMITATIONS ON YOUR RIGHTS AND CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND DISNEY CRUISE LINE AND BETWEEN YOU AND SIXTHMAN AND TCM (AS DEFINED BELOW). PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTIONS 1 THROUGH 16 OF THE DISNEY CRUISE TICKET (below) AND SECTIONS 1 THROUGH 11 OF THE SIXTHMAN / TCM CLASSIC CRUISE 2013 SUPPLEMENTAL TERMS AND CONDITIONS AND RETAIN THEM FOR YOUR FUTURE REFERENCE.

TCM Classic Cruise 2013 Terms and Conditions are subject to change at any time. The last update of any Supplemental Terms and Conditions occurred on May 9, 2013. The Disney ticketing contract text on this page was current as of May 9, 2013 but could be changed at any time without notice. For the most current Disney ticketing contract visit:

[www.disneycruise.com/cruisecontract](http://www.disneycruise.com/cruisecontract)

All references to "Sixthman" shall be understood to include Sixthman, LLC, Sixthman LTD and any entity wholly owned by Sixthman, LLC or Sixthman LTD or affiliated through ownership with the owners of Sixthman, LLC or Sixthman LTD. All references to "Disney" shall be understood to mean Disney Cruise Line. . All references to "TCM" shall be understood to mean Turner Classic Movies, Inc., Turner Festivals, Inc., and all their parent and subsidiary companies. All references to the "Cruise" or to "TCM Classic Cruise 2013" (or any variation of the event name) shall be understood to refer to the TCM Classic Cruise 2013 aboard a Disney Cruise Line vessel. All references to "Guest" shall have the same meaning as "Passenger" for purposes of this Contract and shall include each person listed on a Ticket Contract and each person, other than Sixthman personnel, Disney personnel, special guests, artists and artist personnel, who embarks on the Cruise or attends any Cruise or Cruise related event, 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.

Each Guest's reservation for the TCM Classic Cruise 2013, acceptance and/or use of the Ticket Contract, embarkation on the Cruise, and attendance at any Cruise event constitute the acceptance of and agreement to this Contract, including each and all of the Supplemental Terms and Conditions hereof and of the Disney Cruise Line Ticket Contract.

By purchasing or accepting the Ticket Contract for the TCM Classic Cruise 2013, you represent to and for the benefit of Sixthman and Disney that you are authorized by all Guests named in your reservation group, including each minor, if any, to accept and agree on behalf of each such Guest to be bound by all the Supplemental Terms and Conditions of this Contract. This Contract is not transferable and you may not sell or assign it. It is valid only on the vessel and for the voyage and event indicated. This Contract may not be modified except in writing signed by Sixthman and the Disney Cruise Ticket Contract may not be modified except as provided therein. The terms, conditions and limitations herein shall apply to any and all disputes between you and Sixthman, and you and TCM regardless whether arising aboard the vessel or in any other place, location or any mode of transportation whatsoever. All rights, defenses, disclaimers and limitations of liability set forth herein shall inure to the benefit of Sixthman TCM and Disney and all concessionaires, independent contractors or other providers of any services or facilities in

connection with or incident to the Guest's cruise, as well as any of their affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; and all suppliers, shipbuilders, component part manufacturers; and their owners, operators, managers, charterers, agents, pilots, officers, crew, employees and vessels. Neither Sixthman, TCM nor any of their employees or agents have any authority to change, modify, alter or suspend any of the provisions of the Contract between the Guest and Disney which shall govern the relationship between Guest and Disney exclusively.

## **SIXTHMAN SUPPLEMENTAL TERMS AND CONDITIONS**

The following Supplemental Terms and Conditions are incorporated in and made a part of the Contract between each Guest and Sixthman. Each reservation or acceptance or utilization of the Disney Cruise Ticket Contract or embarkation on the Cruise or attendance at any Cruise related event constitutes agreement with and acceptance of the following Supplemental Terms and Conditions, in addition to the terms and conditions of the Disney Ticket Contract:

### **1. Nature of the Cruise**

TCM Classic Cruise 2013 is an event cruise featuring multiple special guests. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular appearance on any particular date to be performed by any particular special guest or artist.. Included in such purchase price, but ancillary thereto, is an entertainment package pursuant to which several special guests will perform at a time or times during the Cruise which times will be announced prior to sailing and/or during the Cruise. It is also anticipated individual special guests will attend publicity and promotional events during the Cruise while on board to provide Guests an opportunity to meet the special guests in person. However, Sixthman, nor TCM, can make no guarantee that any guest will in fact be able to meet any of the special guests in person during the Cruise or during any shore excursion, and Guest hereby agrees that any failure to meet special guests on this cruise shall not be a basis for any refund or reduction in the fees paid hereunder.

### **2. Pricing and Payments**

Sixthman reserves the right to increase published prices without notice on behalf of TCM. In the event of an increase, only new reservations will be effected. Any reservations made prior to the fare increase will be protected at the rate they booked and fully deposited at. Payment for the Cruise shall be made in US Dollars. ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE.

Sixthman accepts reservations and payments according to three schedules:

- A. Payment in Full Up Front;
- B. Payments over time on Sixthman's Automatic Billing Plan; or
- C. Payments over time on Sixthman's Minimum Payment Schedule

#### **Payment in Full Up Front**

Payment in full up front is self-explanatory. Guests who pay in full are finished and will not have to be concerned about any future or upcoming payments, unless they modify their reservation.

#### **Sixthman's Automatic Billing Plan**

The Automatic Billing Plan allows guests to establish an evenly divided payment schedule up front. Sixthman then automatically charges the guest's authorized credit card for the applicable charges on the

scheduled dates. Guests who wish to enroll in the Automatic Billing Plan will be required to make the initial deposit at the time of booking, and then authorize in advance 1-5 additional charges to be processed on the day of the month selected by the guest. Because the payments are evenly divided, guests are not faced with a large final payment. There is no additional charge for participation in the Automatic Billing Plan.

### **Sixthman's Minimum Payment Schedule Plan**

The minimum payment schedule allows guests to make installment payments on their cruise over time. The date that you place your reservation will dictate your minimum deposit amount after which you would be required to make any future payments according to the schedule.

***All payments are per person and non-refundable.***

#### **Payment Schedule - Interior & Ocean View Cabins:**

\$300 per person due at the time of reservation and;  
Another \$350 per person is due on July 2, 2013  
Another \$400 per person is due on September 6, 2013  
Remaining 100% is due on October 4th, 2013

#### **Payment Schedule - Balcony & Suite Cabins:**

\$500 per person due at the time of reservation and;  
Another \$550 per person is due on July 2, 2013  
Another \$600 per person is due on September 6, 2013  
Remaining 100% is due on October 4th, 2013

Reservations made after the final payment date of October 4, 2013, require a minimum \$500 deposit, and must be paid in full within 30 days of the booking or 35 days from the departure date (November 3, 2013), whichever comes first.

The Sixthman reservation system will not complete a reservation on a single card that is declined but will complete a reservation paid for with multiple cards even if one-or-more, but not all, of the cards are declined. Should your initial payment not meet minimum payment due at the time of your reservation you will have 48 hours in which to bring your account into good standing or risk cancellation.

Payments not received by the dates indicated are subject to a late fee of no less than \$35.00 (USD). Payments not made or collected within 21 days of the due date will risk cancellation of the reservation at the cancellation fee outlined below.

In addition to the combined Cruise fare and entertainment fees, Sixthman will collect in advance all taxes, port charges and fees, including, without limitation, a booking fee. The parties agree that the consideration for the entertainment portion of the Cruise including performance by all special guests on board during the Cruise shall be the sum of \$300.00 (USD). The remaining consideration paid by each Guest for the Cruise shall be allocated to the ship passage portion including stateroom and meals. The individual making the reservation for the TCM Classic Cruise 2013 is considered the "Lead Passenger" in whose name the reservation is held. The consideration for the cruise shall be deemed to be earned when paid and is not refundable.

### **3. Changes, Transfers and Cancellation**

Terms and conditions defined in this paragraph supersede Disney's' policies.

Sixthman does offer and RECOMMENDS (but does not require) that each Guest purchase travel insurance for the Cruise. Because of the nature and uniqueness of the TCM Classic Cruise 2013, there is a strict cancellation policy. All changes, transfers or cancellations may be made only by the Lead Passenger. The Lead passenger, in whose name the reservation is held, may change the name of any accompanying passenger in the same cabin once without charge prior to the final payment date. Any other reservation change, subsequent changes to the name of any accompanying passenger in the same cabin, or any change prior to the final payment date of October 4, 2013, will be subject to a minimum \$50.00 administrative fee before the change is effected.

Any reservation change made after October 4, 2013, is subject to the following administrative fee schedule before the change is effected:

October 5, 2013 through December 1, 2013 - \$75 per change

December 2, 2013 through December 8, 2013 - \$100 per change

A reservation for the cruise is valid only for the person(s) named within as Guests and cannot be transferred without Sixthman's written consent.

With written consent, you may transfer your reservation to another party with a \$299 transfer fee charged to the reservation. No lead passenger changes after a sell-out, or after October 4, 2013.

Sixthman will not consent to a reservation transfer during any pre-sale period, after an event sell-out when a waiting list exists, or after the final-payment date.

In the event the reservation is cancelled by the Lead Passenger, Sixthman will make refunds of payments previously made strictly in accordance with the provisions of this paragraph. The Lead Passenger and each Guest are strongly urged to consider travel insurance to protect your trip. In lieu of cancellation, the Lead Passenger may request that his or her reservation be transferred to another person subject to the written consent of Sixthman and payment of the above-referenced transfer fee.

Any changes to your reservation that involve changing, adding, or removing existing guests or upgrading the value of your cabin to a higher priced cabin can only be requested by the Lead Passenger.

**Downgrading your cabin to a cabin of lesser value is not allowed.**

The Lead Passenger must request these changes by phone or email. In some cases a signed RESERVATION CHANGE FORM may be required. This form can be found at <http://www.sixthman.net/forms/changeform.pdf>.

**The Cancellation Schedule:**

ALL PAYMENTS ARE NON-REFUNDABLE.

We highly recommend that all guests purchase Travel Insurance. You can find more details about this program at [www.sixthman.net/collateral/insurance.pdf](http://www.sixthman.net/collateral/insurance.pdf)

Once purchased, Protection plan fees are non-refundable. Guests that have purchased cruise insurance and need to cancel for a covered condition may be able to make a claim with the insurance carrier to recover any lost payments.

#### **4. Acceptance and Agreement to Disney Cruise Line Ticket Contract**

a. By making the reservation for the TCM Classic Cruise 2013 or by the accepting and/or using the Ticket Contract by the persons named thereon as Guests, and/or embarking on the Cruise and attending any Cruise-related events, the Lead Passenger and each Guest on the same reservation, acknowledges he or she has read, understands and agrees to be bound by each and every term, condition and provision of the Disney Cruise Line passenger Ticket Contract and agrees to be bound thereby. Each Guest further agrees that, pursuant to the provisions of paragraph 1(a) of the Disney Ticket Contract, Sixthman, as a reservation agent, and TCM as producer of the Cruise,, is included within the term "Disney" in the Cruise Ticket Contract and that Sixthman and TCM shall be entitled to the benefit of all rights, terms, conditions, and limitations granted Disney there under as a charterer of the vessel as though Sixthman were specifically named therein.

#### **5. Cancellation of the Cruise**

Disney has reserved, in paragraph 31 of the Disney Ticket Contract, the right to cancel the Cruise, and by extension the Ticket Contract at the port of embarkation or at any time during the voyage. If the Cruise is cancelled completely prior to embarkation, each Guest shall receive a refund of his or her passage fare paid. If the Cruise is cancelled during the voyage, each Guest shall receive a refund of a proportionate part of his or her passage fare paid. Sixthman shall have no further liability for damages or compensation of any kind.

#### **6. Breach or Cancellation by Performing Special Guest**

TCM has entered into an agreement with each performing special guest on TCM Classic Cruise to be present on board the Cruise and to perform in accordance with terms specified therein. However, neither Sixthman, nor TCM, nor Disney shall be liable or responsible for failure of (a) any special guest or celebrity to appear on board or to perform under its agreement, (b) any announced film to be screened; or (c) the sound or projection (or quality thereof) of any film actually screened. Further, neither Sixthman, nor TCM, nor Disney shall be liable or responsible for any loss, damage, cost, or expense of any kind to any Guest or any other person 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. In the event of any failure of contracted special guests to perform during the cruise, TCM, in its sole discretion, may engage a replacement special guest or special guests, 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, Sixthman, TCM and Disney shall have no liability to any Guest for any loss, damage, cost or expense whatsoever by reason of such change.

In any other case including without limitation any breach of contract or failure to perform by any special guest or musician, Guest and Sixthman acknowledge that Guest's actual losses arising from such breach, cancellation or termination would be difficult if not impossible to calculate at the time of entry into this Agreement. A number of factors contribute to these uncertainties including without limitation the fact that Guest has embarked on a cruise and other substitute entertainment will be provided for Guest's enjoyment and the difficulty of arranging substitute entertainment. Therefore, Guest agrees that the remedies described herein (substitution for any particular special guest or musician or partial refund in the event of cancellation) represent fair compensation in the nature of liquidated damages to the exclusion of all other damages payable by Sixthman or Disney, whether direct or indirect, proximate or

incidental or consequential, for such modification, cancellation or termination of the Cruise by TCM. If the Cruise is canceled as the result of any material breach or gross negligence of Sixthman or TCM or of a contracted special guest or musician, Guest shall be entitled to the sum of \$99.00 representing a pro-rated amount of the entertainment portion of the consideration paid by Guest. No Guest shall be entitled to recover any incidental or consequential losses or damages sustained by him or her. Each Guest agrees this remedy shall be his or her exclusive remedy.

## **7. Inherent Risks in Attending Cruise**

Passenger understands and agrees that attending a Cruise comes with inherent risks, such as, without limitation, slipping on wet surfaces, bumping into other passengers or staff, or having other passengers or staff bump into Passengers, injuries caused by turbulent seas, food poisoning or other air borne or water borne viruses, all of which could result in injury, or in rare instances, death, and Passenger nevertheless agrees to take on these risks in order to attend the Cruise. Accordingly, Passenger hereby releases and holds harmless Sixthman, TCM, and Disney Cruise Line, and their parents, ultimate parents, subsidiaries, affiliates and related entities, and their present and former directors, officers, employees, agents, contractors, representatives, insurers, licensees, successors, and assigns (collectively, "Released Parties"), from any and all rights, claims, demands, losses, damages, expenses, costs and/or actions (including, without limitation, attorneys' fees), whether arising from, without limitation, the sole or partial negligence of the Released Parties which you, your spouse, or anyone claiming on behalf of or through your spouse, your children or you may have or acquire in connection with your attendance at the Cruise or any excursions or other related activities, including, without limitation, any bodily injury, personal injury (including, without limitation, death), loss of consortium or property damage that you may incur or which may arise out of or in connection with your participation in the Activities. You intend for this release and waiver to be as full and complete as possible and allowed by law. To the fullest extent permitted by law, you hereby agree to indemnify and defend the Released Parties from and against any and all claims, demands, losses, damages, expenses, costs and/or actions (including without limitation, attorneys' fees) which may arise out of or in connection with your participation in the Cruise or any excursions or other related activities, including, without limitation, claims and actions allegedly arising out of or in connection with any acts or omissions which are caused by the sole negligence, including, without limitation, the gross negligence, of the Released Parties.

## **8. Photography on the Cruise**

Passenger understands and agrees that the Cruise is being produced in part by TCM, a cable television company, and there will be numerous cameras taking photographs and video footage throughout the Cruise (and in any excursions related to the Cruise) some of which materials may be used on television, websites, mobile devices, social media, or elsewhere. With this in mind, Passenger understands that anytime you are not in your cabin there is the possibility that you may be included in such photographs or video footage without being asked in each specific instance, and you consent to such activities, and agree that there is no reasonable expectation of privacy outside your cabin. In addition, you hereby grant TCM the perpetual, non-exclusive right to use your likeness in all media now known or hereafter devised, for whatever purpose whatsoever, including without limitation, to advertise, promote, and publicize the Cruise, TCM's various services, without compensation to Passenger. Passenger also agrees that TCM shall own all rights in any photography or video footage it creates that may include Passenger's likeness or performance (including all worldwide copyrights therein) free from any claims by Passenger or any person deriving any rights or interest from Passenger. To the extent Passenger is legally responsible for one or more minors attending the Cruise, Passenger hereby grants the same rights above to both Disney and TCM on behalf of such minors.

## **9. Age Restrictions**

Passengers must be 21 years of age or older on date ship embarks, unless accompanied by an adult over the age of 25 booked in the same cabin, OR if a parent or legal guardian is in an adjacent cabin. Ages will be verified at embarkation and any passenger who does not meet the age requirements will be denied boarding and no refunds will be made.

There are two exceptions:

Married minor couple - **The couple must have proof of marriage at embarkation or they will be denied boarding and no refunds will be issued.**

Domestic Partners/Same-Sex Union minor couple – **The passengers must be documented as legal Domestic Partners/Same-Sex Union at the time of booking. The couple must have legal proof of partnership/union at embarkation or they will be denied boarding and no refund will be issued.**

## **10. Zero Tolerance Policy**

Disney, 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 the vessel as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such cases Sixthman, TCM and Disney shall not be liable for any refund or other compensation or damages

## **11. Forum**

It is agreed by and between each Guest and Sixthman (and each Guest and TCM) that all disputes and matters whatsoever arising under, in connection with or incident to this agreement or to TCM Classic Cruise 2013, including any dispute or matter arising out of or related to Guest's travel to the vessel involving Sixthman or TCM, shall be litigated if at all, before the United States District Court for the Southern District of Florida in Miami, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Miami-Dade County, Florida, U.S.A. to the exclusion of the courts of any other county, state or country.

**By clicking the "accept" button (or equivalent button) in the course of booking your cabin and ordering your ticket, you acknowledge that this is a legally binding agreement and you agree to all the terms herein.**

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