

## Terms of Use

### Introduction...

This site is owned by Rose Tours and Travel (collectively known as "Host"). This Agreement describes the terms and conditions applicable to the services available through this website. This Agreement describes your responsibilities and, among other things, limits the liability of Host. Before submitting an account registration form and/or using any of the services offered on our website, please read all of this Agreement carefully. Your use of this website (the "Site") constitutes your agreement to be legally bound and abide by all terms, conditions and notices contained herein. If you do not agree with any part of these Terms and Conditions, YOU MUST NOT USE THIS SITE. Additionally, children are prohibited from using this Site.

Host reserves the right, in its sole and absolute discretion, to amend this Agreement at any time by posting the amended terms on this Site. The amended terms shall be effective from and after the date that they are posted on the Site.

Host incorporates herein, by reference, its Privacy Policy.

### General Terms and Conditions

#### Copyright Notice

You, the User, acknowledge that all content included on this Site, including the information, data, software, photographs, graphs, video, typefaces, graphics, music, sounds, images, illustrations, maps, designs, icons, written and other material and compilations (collectively, "Content") are intellectual property and copyrighted works of Host and/or various third party providers ("Providers"). Reproductions or storage of information or works retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code.

#### Trademark Notice

Product and company names identified on this Site may be the trademark, trade name, service mark, logo, symbol or other proprietary designation of a third party. The use on this Site of any name, trademark, trade name, service mark, logo, symbol or other proprietary designation or marking of or belonging to any third party, and the availability of specific goods or services from such third party through this Site, should not be construed as an endorsement or sponsorship of this Site by any such third party, or the participation by such third party in the offering of goods, services or information through this Site.

#### Acceptable Use

It is a violation of law to purchase a product in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

#### No Warranties

Unless a Provider has agreed otherwise, all products, services, advice, merchandise and information available through this Site are provided on an "as is", "as available" basis without warranties of any kind, either expressed or implied, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Without limiting the above, no warranty or guarantee is made (i) regarding the purchase of any product, (ii) that a User will receive the lowest available price for goods and/or services available through this Site, (iii) regarding the availability of products and/or services through this Site or, where applicable, at any participating retailer or retailer location, (iv) that use of this Site and all software, products or services associated with this Site will be error free, (v) regarding the results that may be obtained from the use of this Site, (vi) regarding the completeness, accuracy,

reliability or quality of any information content, data, service, advice or merchandise provided or available through this Site, or (vii) regarding the performance or non-performance of this Site including, but not limited to, any performance or nonperformance in connection with or as a consequence of the passage of time to and beyond the year 2000. You expressly agree that the use of this Site is at your sole risk.

#### General Limitation of Liability

IN NO EVENT SHALL Host, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, OR PROVIDERS (COLLECTIVELY, THE "COVERED PARTIES"), BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, AHostIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, EVEN IF Host HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Further, the Covered Parties accept no responsibilities for any damage and/or delay due to Provider cancellations, shortages, sickness, pilferage, labor disputes, machinery breakdown, quarantine, government restraints, weather or causes beyond the Covered Parties' control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any Provider's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a Provider (including any liability in tort), as to any products and/or services available through this Site. No Covered Party shall be responsible for any Provider's failure to comply with these Terms and Conditions nor for any Provider's failure to comply with applicable federal, state and local law including, without limitation, laws governing the sale, warranty, and return of perishables.

If, notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, User agrees the liability of any such party shall in no event exceed the fee or charge to the User assessed by Host for making a Purchase.

Some states, to the extent their law might be deemed to apply notwithstanding the selection of Florida law as described below, do not allow the limitation of liability, so the foregoing limitations might not apply to you.

#### Third Parties

If you use this Site to purchase products or services for or on behalf of a third party ("Third Party"), you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third Party of all Terms and Conditions applicable to all products or services acquired through this Site including all rules and restrictions applicable thereto.

Each User using this Site for or on behalf of a Third Party agrees to indemnify and hold each Covered Party harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the Third Party's or the User's failure to fulfill any of its obligations as described above.

#### Links to other Websites and Services

To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. None of the Covered Parties guarantees or warrants the accuracy or completeness of the information or content included on the Web sites of these outside services and resources.

#### Termination of Usage

User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

#### Credit Card Submissions

Under no circumstances may a purchase be made by a User utilizing this Site unless the User has provided Host with the account number and expiration date of a major credit card. Host reserves the right to "revoke offers or correct errors" even if a credit card has already been charged.

#### Miscellaneous

The captions in these Terms and Conditions are only for convenience, and do not, in any way, limit or otherwise define the terms and provisions of these Terms and Conditions.

These Terms and Conditions, and the related Parts of this Agreement relating to each service represent the entire agreement between you and each Covered Party regarding your use of this Site and supersede any prior statements or representations. The internal laws of the State of North Carolina shall govern the performance of the terms and conditions of this agreement.

#### Travel Service Limitation of Liability

Host is acting as an agent for airlines or other travel service providers (collectively, "Travel Suppliers") in selling travel services, or in accepting reservations or bookings for such services to be provided to you. Host does not assume liability for any injury, damage, death, loss, a Hostdent or delay due to an act of negligence or the default of a Travel Supplier, or by an act of God. Further, no responsibilities are accepted for any damage and/or delay due to sickness, pilferage, labor disputes, machinery breakdown, quarantine, government restraints, weather or causes beyond Host's control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. The contract of carriage in use by a Travel Supplier, when issued, shall be between the Travel Supplier and the passenger.

#### Terms and Conditions that Specifically Apply to Cruise Services

##### Terms and Conditions

Rose Tours and Travel has the exclusive right to include photographic, video and other visual portrayals of Passenger in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to Passenger, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Rose Tours and Travel sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

Specific events subject to change. Participation in cruise subject to Terms and Conditions of Carnival Cruise Lines. By booking the cruise, you (the passenger) agree to release and hold harmless Rose Tours and Travel Inc., and their respective officers, directors, members, managers, principals, employees, representatives, attorneys, insurers, reinsurers, successors, assigns, and agents, (collectively, the Released Parties) from and against any claim or cause of action arising out of or in connection with your travel on and participation in the cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the cruise, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) lost or incorrect reservations; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances (except when such damages were caused by the Released Parties' negligence and resulted from the same passenger's sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by the Released Parties); (4) any change in scheduled cruise events and/or celebrity appearances; or (5) Carnival Cruise Line's exercise of its contractual rights. You further agree that the Released Parties shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by any of the Released Parties, nor for any intentional or negligent acts of any of the

Released Parties' employees committed while off duty or outside the course and scope of their employment.

Except where prohibited, you (the passenger) agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Cruise shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the Cruise, but in no event attorneys' fees; and (3) you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

#### Itineraries

The cruise line has reserved the right to cancel or change itineraries at any time.

Prices shown on this site are (with the exception of singles traveling alone) per person and based on double occupancy. The stated prices do not include taxes, government fees, prepaid gratuities, entertainment fees, credit card fees and security charges of \$239 per person.

All prices are subject to change without notice.

#### Deposit and Final Payment

A \$300 per person deposit is required with your reservation to secure the cabin. A second payment of \$300 per person will be charged on August 31, 2010. The Final balance will be charged by Carnival Cruise Line the week of December 1st, 2010. Payments must be made in the form of a credit card.

#### Cancellation and Refunds

A non-refundable charge of 25% of the total cruise fare will apply for cancellation between the time of booking and August 31st, 2010. A per person cancellation fee of 50% of the total cruise fare applies between September 1st and November 30th, 2010. No refund is available from December 1st to February 11th, 2011 (sail date).

#### Insurance

Passengers are encouraged to purchase trip cancellation and interruption insurance which is available for purchase through this website. To be covered for pre-existing conditions, purchase of insurance must be made within 7 days of initial cruise deposit. Passenger will indicate on the registration form whether or not he/she will be purchasing travel insurance.

#### IMMIGRATION

U.S. and Canadian citizens must carry documentary proof of citizenship such as a passport or a certified birth certificate along with a photo I.D. A Social Security card is not acceptable as proof of citizenship. Aliens who are permanent residents must have their Alien Registration Card and passport. All other non-U.S. passengers should contact their respective embassies or U.S. Immigrations for applicable regulations. Boarding will be denied to those without proper documentation. Children under age 16 do not require a photo I.D. There will be a \$100 name change fee (ex: changing Sue to Susan; Bill to William, etc.) for any name changes made.

#### Health, Disability and Wheelchair Notice

Passengers must notify Rose Tours at time of booking of any physical or mental illness, disability or other condition for which special accommodations or use of wheelchair is contemplated or necessary, or which may require medical treatment or assistance on board. Some ports of call may require tenders to go ashore and may preclude a wheelchair passenger from leaving a vessel. This decision must be made by the ship's captain and is binding. Request for special dietary needs must be made in advance.

## Responsibility Clause

Host acts only as agent for the various carriers for which tickets are provided and assume no responsibility or liability in connection with the service for any vessel, carriage, motor vehicle or other conveyance which may be used wholly or in part, in the performance of its duty to passengers; neither will they be responsible for the vehicle, or through neglect or default of any company or person engaged in conveying the passenger. Host shall not be responsible for breach of contract or any intentional or careless.

## Rose Tours Contact Information

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