



20th Anniversary Celebration – Pride Cruisin’ 2019
Statement of Understanding

Version 20.1

21 February 2019

INTRODUCTION – PLEASE READ!

It is extremely important that all guests read this Statement of Understanding (SOU). Failure to read the SOU cannot be used as an excuse for not being aware of Ebony Pyramid Entertainment (EPE) terms and conditions.

I. REGISTRATION

The registration process is designed to provide Ebony Pyramid Entertainment (EPE) with information to assist in tracking guests’ accounts and administrative process. In the registration process, guests must provide their full legal name, birth date, and legal gender for cruise registration and for the EPE Registration Form. This information is required by the U.S. Department of Homeland Security. Failure to provide requested and/or accurate information may subject the guest to an administrative fee for correction, loss of amenities, and/or denied access onboard the cruise ship or into EPE activities.

In order to receive periodic updates and pertinent information, guest must ensure they provide EPE with a valid address/email address and other pertinent contact information. EPE is not responsible for the inability to contact guests because contact has changed or has access issues. It is the guests’ responsibility to notify EPE of any changes or to correct any access issues. EPE will not be held responsible for losses based on a guest’s failure to update personal information.

It is not the responsibility of Ebony Pyramid Entertainment to ensure that a guest-chosen room/cabin mate(s) makes their payments or meet other obligations. If guest’s room/cabin mate(s) fails to make all payments and is cancelled, guests will not and cannot hold EPE liable.

II. DEPOSIT

Guest deposits and pass payments are NON-REFUNDABLE.

III. COST

Guests are responsible for booking their own host hotel room, cruise cabin, transportation, and passes. When booking, Guests MUST use the Company’s/EPE codes in order to take advantage of the EPE passes.

1) EPE Anniversary Pass

Guests must purchase an EPE Anniversary Pass to take advantage of amenities and services offered during the Cruise. The EPE Anniversary Pass covers events onboard the ship and at the port of call(s). There is no Pre-Cruise only pass available. Guests will be allowed to purchase individual excursions and activities during the Pre-Cruise. Online sale of the EPE Anniversary Pass will end within 30 days of the event. Once online sales end, guests must purchase passes during the Pre-Cruise. If Cruise Only guests did not purchase their pass online or at the Pre-Cruise, they will not be able to purchase a pass onboard the ship and will not be allowed to enter any onboard ship activities, but will be able to pay for events at the port of call(s), if available. The same applies to Post-Cruise, as well. The cost of passes will increase each month (or if additional amenities are added) and if there is a significant item added to the event, the rate may increase, without making rates retroactive to guests that have already paid in full. The EPE Anniversary Pass are NON-REFUNDABLE.

Guests are required to book their cruise within 60 days of purchasing an EPE Anniversary Pass. Failure to do so will create a Late Booking/Pass Fee that must be paid in addition to the current pass rate.

2) Cruise Booking

The cost of the cruise is based on Norwegian Cruise Line (NCL) cabin choice and rates. Guests must call NCL direct and book their cruise under the EPE Group Booking Code. Guest must also request Late Dining in order to be seated with the group. **EPE will not involve itself with guests booking or payment matters with NCL.** In order to be a part of the EPE cruise group onboard activities and services, guests must purchase and EPE Anniversary Pass. If a guest books outside the EPE Group Booking Code, an additional fee will be charged, in addition to the EPE Anniversary Pass.

Guests are required to purchase an EPE Anniversary Pass within 60 days of booking their cruise. Failure to do so will create a Late Booking/Pass Fee that must be paid in addition to the current pass rate.

3) Host Hotel Booking & Pre-Cruise

EPE will secure a Host Hotel for guests desiring to arrive prior to the cruise date. Guests are not required to arrive prior to the cruise date or stay at the Host Hotel. Guests choosing shuttle service to the Port of Miami will depart from the Host Hotel. Shuttle Service guests are not required to stay at Host Hotel to use shuttle service. The rate and Host Hotel booking information will be provided by EPE.

It is recommended that guests fly into the Miami International Airport (MIA). Guests will be responsible for transportation from the airport to the Host Hotel or their hotel or choice. It is suggested that guests arrive by 12:00pm on Pre-Cruise day to take part in the major activities and Opening Ceremony. EPE will provide transportation information for any guests flying into the Fort Lauderdale International Airport (FLL).

4) Outside Bookings

If a guest books the cruise without using the EPE Group Booking Codes, EPE may allow the guest to book into the EPE group by paying the current rate for the EPE Anniversary Pass, plus a minimum fee of 50% of the current rates. A fee may also be set for guests outside the EPE bookings for Miami, Key West, and Cuba.

5) Transportation To/From Miami & To/From The Port

EPE is not responsible for providing guest transportation or bookings arrangements to/from Miami. It is recommended that guests arrive a day prior to the cruise. EPE is not responsible for missed or delayed flights that cause guests to miss the Cruise and/or Pre-Cruise activities. Pre-Cruise guests must make their own ground transportation arrangements to the Host Hotel, hotel of choice, or Port of Miami. Transportation from the Host Hotel to the port on the cruise departure date will be offered to guests purchasing the option, with departure from the Host Hotel. Cruise only guests must make their own ground transportation arrangements to the port. Transportation after the cruise from the port to MIA or FLL can be purchased from NCL, while onboard the cruise. Other than that, guests must make their own arrangements for transportation from the port.

IV. PAYMENTS

All payments (outside NCL and Host Hotel booking) are applied to guests EPE Anniversary Pass, as well as any other EPE services available. Payments may be made online at www.EbonyPyramidUSA.com or through the designated portals.

Payment receipt dates will be considered the date of online payment. The current online payment vendors are Pay Pal and Quick Books. Vendors may be subject to change at any time. Any issues with Pay Pal should be dealt directly with Pay Pal, as EPE has no control over their operations. Guests that use the online payment system may be assessed an online processing

fee. The fee will be assessed to the account of all guests referenced in a payment (example: if someone is making a payment on behalf of other guests, those other guests will be assessed the fee). EPE will not process any other correspondence noted with payments (i.e., leaving a note in the payment for anything other than about the payment). Guests must submit issues other than payments to the appropriate email account or other EPE contact methods.

V. CANCELLATION

The guests deposit and payments are NON-REFUNDABLE for the EPE Anniversary Pass and other services purchased. The NCL and Host Hotel payments are subject to the terms set by those vendors and guests must contact them for cancellations.

VI. IDENTIFICATION, DOCUMENTS & TRAVEL INFORMATION

Each guest must have proper identification to meet U.S. Department of Homeland Security/US Customs and Border Patrol standards before they are allowed to board the ship. It is the responsibility of each guest to meet all passport or document requirements. EPE is not responsible if guests are denied boarding due to failure to meet NCL and/or government requirements. If guest is denied boarding due to their failure to meet these requirements, no refund or allowances will be provided to the guest from EPE. Guest will have to work with NCL for any credits or arrangements.

a) Travel Documentation Requirement (Cuban Visa)

NCL and the U.S. government have guidance and required policies for travel. The Cuban government also requires guests to have a Visa. Guest will be able to purchase their Visa through NCL and the fee (currently \$75) will be added to the guest's account. For more information, see [Cruising To Cuba: What You Should Know](#).

b) Cruise Documents (Boarding Passes)

Cruise confirmation and documents will be provided by NCL, based on guest's individual booking with NCL. EPE will not involve itself with guests booking or payment matters with NCL.

c) Cruise Ticket Contract

As part of EPE's group contract with NCL, all guests must abide by NCL's [Guest Ticket Contract](#). Failure to do so will hold you accountable to NCL terms.

d) Passenger Bill of Rights

The Members of the Cruise Lines International Association are dedicated to the comfort and care of all passengers on oceangoing cruises throughout the world. To fulfill this commitment, NCL has adopted the [Passenger Bill of Rights](#).

e) US State Department Profile: Cuba

One of EPE's top priorities is the safety and security of its guests. For the [US State Department's Profile of Cuba](#) you may visit their website.

VII. ACTIVITIES

The cost of the EPE Anniversary Pass cover the cost of operations and administration, promotions, entertainers' travel, entertainers' compensation, entertainers' hotel lodging, entertainers' cruise, staff hotel lodging, staff cruise, T-shirts, gift bags, souvenirs, shuttle buses for transportation services, entertainment showcases, and other specialized activities. In order to be a part of these activities or receive these specials, guests must be at designated locations, at designated times. If a guest misses those times, EPE should not be held at fault. If guests miss an activity that EPE provided passes, souvenirs, or gifts, the guest is not entitled to those items, nor is EPE required to provide them in the aftermath. Guests may also be required to wear special bracelets, have special passes, special marks, or an EPE card. If these items are lost, guests must pay a fee for replacements. If guest refuse to wear/receive the proper items or allow EPE to place it on them (in some required instances), then the guest will not be allowed to

participate in the activity(s) being covered. No guest will be allowed to pick up passes for another guest.

If it is found that an EPE guest is allowing their passes or access device to be used by a non-EPE pass guest, in means to fraud, that EPE guest will lose all EPE privileges from that point forward. If this occurs, EPE will not be obligated to refund monies for the EPE Anniversary Pass.

VIII. CONSENT OF PHOTOGRAPHY, VIDEOGRAPHY, AND OTHER MEDIA

EPE will document this event through photography and video. All guests must understand that their attendance to this event consents EPE to photograph, video, or use other media for documenting the event for archives and promotions. Guests must be aware that posing for group photos may subject them to being placed in online advertisements, flyers, handbills, video, or other forms of reprographics. Please, be aware that other guests may submit photos to EPE. So, ensure that individuals are aware of your wishes not to be in EPE promotions. During shows/stage productions, EPE will record (audio/video) entertainment productions. So, guests not desiring to be in the video must ensure that they do not sit up front or approach the stage. In the event that a guest appears in a photograph that is used by EPE for promotions, the guest may request it be removed from promotions, in writing. EPE will consider the request, but not guarantee it. If the promotion is part of flyer or other printed distribution, EPE may complete all distribution, unless the guest wants to pay to have the promotions re-printed. Video productions will not be edited, it will run as taped. If a guest enters a competition, they are consenting to being photographed or video taped. No one is allowed to photograph or tape this event and sale for a personal profit, without the written consent of EPE. All images and videos sent to EPE via email or posted on EPE Social Networking media or tag EPE, it authorizes EPE to use the image or video, without consent or expiration.

IX. LIABILITY

EPE will not be held liable for any discrepancies of its contractors or vendors. EPE cannot/will not be held responsible for cancellation, re-routing, or schedule changes of the cruise due to "Acts of God"! In this event, guests will only be provided compensation based on the offers made by NCL. NO refunds of any sort will be provided by EPE. In the event where an agenda or venue has to be changed, EPE will not be liable to refund any funds to guests. EPE will do its best to rectify any unforeseen situations to the point of new venues, cutting or adding transportation, or total cancellation.

EPE is not and will not be held responsible for the unlawful acts of its guests. Guests will be held liable for any damages or actions against or to any vendors, fellow guests, or the general public and/or property. Guest acknowledges that it will not name EPE in any suits based on their own unlawful or unjust actions.

CODE OF CONDUCT

EPE has always hosted world-class guests, but a Code of Conduct must be addressed to fulfill our Host Hotel and NCL concerns. During the Pre-Cruise, guests must conduct themselves in a proper manner. Guests should be aware of the Host Hotel terms and that the hotel has minors and other patrons. EPE ask that its guests conduct themselves in a proper manner and avoid wearing improper wardrobe, language, or actions in public and common areas. Guests should also avoid the use of any illegal drugs or illegal behavior while on the hotel property. It is recommended that drug use should be avoided in the Pre-Cruise host city, onboard the NCL ship, at ports of call, and Post-Cruise host city.

NCL policy is not intended to be all inclusive, and it is likely there will be conduct issues that it does not specifically address. In that event, as in all others, guests are expected to follow the direction of the ship's officers to ensure the safety, security and wellbeing of passengers. In addition to the NCL [Guest Ticket Contract](#), guests are expected to comply with applicable laws of the various countries that they visit.

X. RESERVED RIGHT TO CANCEL

EPE reserves the right to cancel any amenities and services to a guest for failure to follow guidelines set forth in this Statement of Understanding. If a guest's pass is canceled, any refund is at the discretion of EPE. No refund will be provided if the actions of the guest are so egregious that removing the guest is necessary to avoid any potential incidents.

*With Understanding,
Ebony Pyramid Entertainment*