



**EPE Anniversary Cruise
Statement of Understanding
Version 25.1**

26 November 2023

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) and its vendors 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 processes. 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 (DHS), U.S. Customs and Border Protection (CBP). 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.

a) Contact Information

To receive periodic updates and pertinent information, guests 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 or contact information.

b) Cabin Mate(s)

Each guest should complete a registration form online. It is the guest's responsibility to ensure that their cabin mate(s) has properly registered and made payments (unless guest request an assigned cabin mate). If a cabin mate(s) has not registered and paid with their selected cabin mate, EPE has the right to assign cabin mate(s) to fulfill the cabin's initial request. EPE may assign a replacement cabin mate at random. This does not guarantee that the selection will be of the same sex. EPE is bound by an agreement with Carnival Cruise Lines (CCL) to fill the cabins with the initial request of the registrant. If a guest does not like the arrangement of being paired at random, they may request a cancellation, but cancellation procedures will apply. If the guest does not choose a cabin mate(s) at the time of the registration, EPE is authorized to assign the guest a cabin mate(s). If after a guest has been randomly paired with a cabin mate and the guest later identifies a cabin mate of their choice, the guest must pay a fee to change the listing to add the cabin mate of choice. These options may not be available within 30 days of the sailing.

Ebony Pyramid Entertainment is not responsible and should not be held responsible to ensure that a guest-chosen room/cabin mate(s) makes their payments or meets 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. GUEST UNDERSTANDS THAT THEY WILL BE PAIRED RANDOMLY UNDER THE GUIDELINES MENTIONED ABOVE. GUEST MAY ALSO BE ASSIGNED TO ANOTHER CABIN TYPE AND WILL BE RESPONSIBLE FOR ANY ADDITIONAL CHARGES OR LOSS.

II. DEPOSIT

Guest deposits and pass payments are NON-REFUNDABLE, unless otherwise noted. The amount of deposit is based on the time of registration. If a guest's deposit is based on a special, the deposit fee for cancellation purposes will be based on the rate of the registration deposit at the time of their registration. If a guest pays in full after Final Payment Date, the deposit is based on a \$250 deposit rate.

III. COST

Guests are responsible for booking and the purchase of their own Host Hotel room, cruise accommodation, transportation to event, EPE passes, and other amenities. When booking, Guests MUST use the Company's (EPE) codes to take advantage of the EPE passes.

a) EPE Anniversary Pass

Guests must purchase an EPE Anniversary Pass to take advantage of amenities and services offered. There are two primary EPE Anniversary Passes, 1) Elite Pass that covers both Pre-Cruise and Cruise and 2) the General Pass that covers events onboard the ship and at the ports of call. There is no Pre-Cruise Only pass available. Guests not purchasing the Elite Pass or that are not cruising, must pay for each Pre-Cruise amenity and service separately, during the Pre-Cruise. Online sale of the EPE Anniversary Passes will end within 15 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 ports of call. The cost of the passes will increase each month (\$10-\$20) 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 Passes are NON-REFUNDABLE.

b) Cruise Booking

The cost of the cruise is based on Carnival Cruise Line (CCL) cabin choice and rates provided to EPE. Guests must book their cruise through the EPE travel agency to take advantage of the EPE Anniversary Pass amenities that includes cruise group onboard activities and services. EPE travel agent will have full access to CCL booking site and will be able to access existing CCL guest accounts and available discounts.

c) 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 purchasing the EPE Anniversary Elite Pass ARE REQUIRED to stay and be registered at the Host Hotel, under the EPE group, to receive the benefits of the EPE Anniversary Elite Pass. Shuttle Service will be provided to EPE Anniversary Elite Pass Guests from the Host Hotel to the Port of Miami, on the cruise date. Non EPE Anniversary Elite Pass guests may purchase a ride onboard the shuttle service, if space is available. The rate and Host Hotel booking information will be provided by EPE.

d) 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 Reunion Pass, plus a minimum fee of 50% of the current rates. Outside Guests must note that EPE cannot guarantee seating with EPE for dinner will be available. It will depend on when the guest pays the Outside Booking fee.

e) Transportation To/From Miami & To/From The Port of Miami

EPE is not responsible for providing guest transportation or bookings arrangements to/from the Miami area. It is recommended that guests arrive a day (s) 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.

It is recommended that guests fly to one of the Miami Area airports, Miami International Airport (MIA) or Fort Lauderdale International Airport (FLL). Guests will be responsible for transportation from the airport to the Host Hotel for the Pre-Cruise (if applicable) and to the Port of Miami (if Cruise only). It is suggested that guests arrive by 12:00pm (Noon) on Pre-Cruise Day(s) to take part in the major activities. It is strongly suggested that guests arriving on the day of the cruise arrive to Miami no later than 12:00pm (Noon) to ensure they are on-board the ship before departure.

Guests who reside in the Miami Area are not required to book at the Host Hotel to take advantage of the EPE Anniversary Elite Pass amenities. These Guests must provide identification that shows they reside in the Miami Area within a 30-mile radius of the City of Miami.

Guests Driving:

- Host Hotel parking will be available for a fee.
- Port of Miami of parking will be available. The Port of Miami is located at 1015 North America Way, Miami, Florida, 33132.

IV. PAYMENTS

All payments are applied to Guests' CCL account and 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.

When making payments, you are paying for all items chosen during your registration. No guest may option to later drop any part of the chosen items to reduce their bill. Payments are due on the 1st of each month. EPE **may** assess a late fee of up to \$25 if payment is not received by the 11th of each month. If you registered under a special you must ensure that at least fifty percent of your cruise balance is paid by May 9, 2024.

Monthly Payment Schedules

\$50 minimum monthly payment / Single Occupancy \$75 / Balcony Suites \$100

A portion of the deposit and payments will be applied to the guests' EPE Anniversary Pass.

Cruise Final Payment balance is due no later than July 12, 2024.

EPE will provide guests with their cruise balance within 30 days prior to the Cruise Final Payment Date of July 12, 2024. No grace period will be given to the Cruise Final Payment Date, unless EPE places it in writing to the guests. If any extension is provided, EPE may subject guests to an extension fee that it can establish in any amount. Any extensions are strictly a courtesy on the part of EPE and EPE reserves the right to revoke the offer to any guest, at any time. Otherwise, Cruise Final Payment Date is July 12, 2024, and if payment is not received in FULL, the guest will be canceled without refund.

V. CANCELLATION

The Guests' deposit is NON-REFUNDABLE.

After a guest's initial deposit payment, that guest has 48 hours to cancel with only a \$25 fee being assessed. Guests may cancel at any time. Guest must submit their cancellation request by email to Info@ebonypyramidonline.com. Requests submitted in any other manner will not be accepted or processed. If a guest cancels, their non-refundable registration deposit fee will be retained by EPE. The guest's refund will be based on the amount a guest has paid at the time of their

cancellation request, minus the non-refundable deposit rate, amount paid towards the EPE Anniversary Pass, and any fees.

The refund amount is based on the month a guest requests cancellation. If a guest cancels on the 20th of a month to the end, the guest cancellation request will be considered canceled on that following month. The refund is based on the amount paid in at the time of the request minus any fees or charges mentioned above. The amount of refund a guest can receive is as follow:

Prior to Feb. - 90%	June - 25%
February - 80%	July - 10% (After July 11 – 0%)
March - 75%	August - 0%
April - 65%	September - 0%
May - 50%	October - 0%

Guest refunds will be provided within 90 days after the acknowledgement from EPE.

VI. TRAVEL INFORMATION

Each guest must have proper identification to meet U.S. Department of Homeland Security/US Customs and Border Protection 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 CCL and/or government requirements. If a guest is denied boarding due to their failure to meet these requirements, no refund or allowances will be provided to the guest from EPE.

a) Coronavirus Disease 2019 (COVID-19)

As of November 26, 2023, CCL website states:

“Although vaccines are not required, we encourage all guests, 5 years of age and older, to be up to date with their COVID-19 vaccines, when eligible, and carry proof of vaccination. Testing is not required for either vaccinated or unvaccinated guests. However, we encourage all guests, 5 years and older, to take a pre-cruise COVID-19 test within three days of their cruise.”

b) Travel Advisory

As of June 6, 2023, The US State Department Travel Advisory lists the Dominican Republic as “Level 2: Exercise Increased Caution - Exercise increased caution in the Dominican Republic due to crime. To review the U.S. State Department’s notices and advisories, see [Dominican Republic Travel Advisory](#).

Since Puerto Rico and the U.S. Virgin Islands are U.S. Territories, there is no information listed on the U.S. State Department’s website.

c) Cruise Documents (Boarding Passes)

Cruise confirmation and documents will be provided by the EPE travel agency.

d) Cruise Ticket Contract

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

e) 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, CCL has adopted the [Passenger Bill of Rights](#).

f) LGBT Rights

Dominican Republic – There are no legal restrictions on same-sex sexual relations or the organization of LGBTI events in the Dominican Republic.

Guests may review the [US State Department's Human Reports](#). For further information on LGBTI travel, Guests may read the US State Department [LGBT Travel Information](#) page.

VII. ACTIVITIES

The cost of the EPE Anniversary Pass covers the cost of operations, administration, promotions, staff and entertainers' travel, staff and entertainers' compensation, staff and entertainers' hotel lodging, staff and entertainers' cruise, T-shirts, gift bags, souvenirs, shuttle buses for transportation services, entertainment showcases, hotel event space, cruise event space, catering, guests' cocktails and food events, and other specialized activities. 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 a guest refuses 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 Reunion Pass.

VIII. CONSENT OF PHOTOGRAPHY, VIDEOGRAPHY, AND OTHER MEDIA

EPE will document this event through audio, photography, and video (in person or social media). All guests must understand that their attendance at 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. If 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 or receives recognition, they consent 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 between 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 CCL. NO refunds of any sort will be provided by EPE. In the event where an agenda or venue must 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 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 CCL 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 asks that its guests conduct themselves in a proper manner and avoid wearing improper wardrobe, foul language, or improper 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 guests not use illegal drugs in the Pre-Cruise host city, Host Hotel, onboard the CCL ship, and at ports of call.

CCL 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 CCL [Guest Ticket Contract](#) guests are expected to comply with applicable laws of the various countries that they may 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*