THEASTROSLOCKER – SAIL INTO SPRING TRAINING 2025 TICKETING CONTRACT

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

- (A) THE CONTRACT BETWEEN YOU AND ROYAL CARIBBEAN [THE "TICKET CONTRACT"] AND
- (B) SUPPLEMENTAL TERMS, CONDITIONS AND LIMITATIONS AS BETWEEN YOU AND THEASTROSLOCKER WITH RESPECT TO THE CRUISE.

THESE DOCUMENTS CONTAIN IMPORTANT LIMITATIONS ON YOUR RIGHTS AND CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND ROYAL CARIBBEAN AND BETWEEN YOU AND THEASTROSLOCKER (AS DEFINED BELOW). PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTIONS 1 THROUGH 16 OF THE ROYAL CARIBBEAN TICKET (below) AND SECTIONS 1 THROUGH 11 OF THE THEASTROSLOCKER / SAIL INTO SPRING TRAINING 2025 SUPPLEMENTAL TERMS AND CONDITIONS AND RETAIN THEM FOR YOUR FUTURE REFERENCE.

Sail Into Spring Training 2025 Terms and Conditions are subject to change at any time. The last update of any Supplemental Terms and Conditions occurred on January 31 2024. The Royal Caribbean ticketing contract text on this page was current as of January 31 2024 but could be changed at any time without notice. For the most current Royal Caribbean ticketing contract visit: https://www.royalcaribbean.com/guest-terms/content/uploads/2023/03/Royal-CTC-U.S.-rev-02.17.23-

All references to "TheAstrosLocker" shall be understood to include TheAstrosLocker LTD and any entity wholly owned by TheAstrosLocker LTD or affiliated through ownership with the owners of TheAstrosLocker LTD. All references to "Royal Caribbean" shall be understood to mean Royal Caribbean. For purposes hereof, each reference to a Royal Caribbean "promotional partner" shall include TheAstrosLocker. All references to the "Cruise" or to "Sail Into Spring Training 2025" (or any variation of the event name) shall be understood to refer to Sail Into Spring Training 2025 aboard a Royal Caribbean 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 TheAstrosLocker personnel, Royal Caribbean personnel, and 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 Sail Into Spring Training 2025, 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 Royal Caribbean Ticket Contract.

By purchasing or accepting the Ticket Contract for Sail Into Spring Training 2025, you represent to and for the benefit of TheAstrosLocker and Royal Caribbean 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 TheAstrosLocker and the Royal Caribbean 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 TheAstrosLocker 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 TheAstrosLocker, 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 TheAstrosLocker nor any of its employees have any authority to change, modify, alter or suspend any of the provisions of the Contract between the Guest and Royal Caribbean which shall govern the relationship between Guest and Royal Caribbean exclusively.

# THEASTROSLOCKER SUPPLEMENTAL TERMS AND CONDITIONS

The following Supplemental Terms and Conditions are incorporated in and made a part of the Contract between each Guest and TheAstrosLocker. Each reservation or acceptance or utilization of the Royal Caribbean 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 Royal Caribbean Ticket Contract:

#### 1. Nature of the Cruise

Sail Into Spring Training 2025 is an event cruise featuring onboard events geared towards fans of the Houston Astros baseball club. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular event on any particular date to be hosted by any particular person. TheAstrosLocker and Guest agree that Guest is purchasing passage on board a specific vessel during a specific period of time during which time it is anticipated that TheAstrosLocker will host multiple events on board the vessel during the Cruise. Included in such purchase price, but ancillary thereto, is an entertainment package pursuant to which programming will be hosted at a time or times during the Cruise which times will be announced prior to sailing and/or during the Cruise. While every effort is made by TheAstrosLocker to avoid conflicting events, TheAstrosLocker cannot guarantee that any Guest will be able to attend every function aboard the Cruise.

# 2. Pricing and Payments

TheAstrosLocker reserves the right to increase published prices without notice. In the event of an increase, only new reservations will be affected. 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.

The AstrosLocker accepts reservations and payments according to four schedules:

Payment in Full Up Front;

Payments over time on TheAstrosLocker's Automatic Billing Plan; or

Payments over time on TheAstrosLocker's Minimum Payment Schedule

Payment over time through Uplift

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.

The AstrosLocker's Automatic Billing Plan

The Automatic Billing Plan allows guests to establish an evenly divided payment schedule up front. The AstrosLocker 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 1-12 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.

The Astros Locker'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** 

100% is due on November 4th, 2024

Reservations made after the final payment date of November 4, 2024, require full payment at the time of booking or alternative financing through Uplift.

The TheAstrosLocker 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 72 hours in which to bring your account into good standing or risk cancellation.

Payments not made or collected within 2 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, TheAstrosLocker 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 all complimentary merchandise provided before the cruise and all on board programming during the Cruise shall be the sum of \$25.00 (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 Sail Into Spring Training 2025 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 Royal Caribbean's policies.

TheAstrosLocker does offer and RECOMMENDS (but does not require) that each Guest purchase travel insurance for the Cruise. Because of the nature and uniqueness of Sail Into Spring Training 2025, 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 (subject to TheAstrosLocker's approval) 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 November 4, 2024, will be subject to Royal Caribbean's approval and a minimum \$50.00 administrative fee before the change is effected.

Any reservation change made after November 4, 2024, is subject to the market priced administrative fees to be assessed by the Cruise Line before the change is effected.

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

In the event the reservation is cancelled by the Lead Passenger, TheAstrosLocker 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 TheAstrosLocker 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.

The Lead Passenger must request these changes by phone or email.

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.TheAstrosLocker.com/insurance.

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 Royal Caribbean Ticket Contract
- a. By making the reservation for Sail Into Spring Training 2025 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 Royal Caribbean passenger Ticket Contract and agrees to be bound thereby. Each Guest further agrees that, pursuant to the provisions of paragraph 1(a) of the Royal Caribbean Ticket Contract, TheAstrosLocker, as charterer of the vessel, is included within the term "Royal Caribbean" in the Cruise Ticket Contract and that TheAstrosLocker shall be entitled to the benefit of all rights, terms, conditions,

and limitations granted Royal Caribbean there under as a charterer of the vessel as though TheAstrosLocker were specifically named therein.

b. Cruise Fare does not include fuel supplement charges. Operator reserves the right to impose a supplemental charge relating to unanticipated occurrences including, but not limited to, increases in the price of fuel. Any such supplement charges may apply, at Operator's sole discretion, to both existing and new bookings (regardless of whether such bookings have been paid in full). Such supplements are not included in the Cruise or CruiseTour Fare.

#### 5. Cancellation of the Cruise

Royal Caribbean has reserved, in paragraph 7 of the Royal Caribbean 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 by Royal Caribbean completely prior to embarkation, each Guest with an active reservation shall receive a refund of his or her passage fare paid. If the Cruise is cancelled by Royal Caribbean during the voyage, each Guest with an active reservation shall receive a refund of a proportionate part of his or her passage fare paid. TheAstrosLocker shall have no further liability for damages or compensation of any kind.

If the Cruise is postponed by TheAstrosLocker, then upon the announcement of the rescheduled dates, any Guests with an active reservation will be eligible to select either a transfer of funds paid to the rescheduled event, a transfer for funds paid to a future event credit, or a refund of his or her funds paid to date. If the Cruise is canceled by TheAstrosLocker without a reschedule, then any Guests with active reservations will be eligible to select either a transfer of funds paid to a future event credit, or a refund of his or her funds paid to date. TheAstrosLocker shall have no further liability for damages or compensation of any kind.

# 6. Public Performance

TheAstrosLocker 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 TheAstrosLocker sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

### 7. Age Restrictions

Passengers must be 21 years of age or older on date ship embarks, or accompanied by an adult 21 years of age or over booked in the same or adjoining cabin. Minors (17 and under) traveling with an accompanying adult, who is not the minor's parent or legal guardian must have a signed Parental/Guardian Consent Release Form. 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.

# 8. Zero Tolerance Policy

TheAstrosLocker 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 TheAstrosLocker and Royal Caribbean shall not be liable for any refund or other compensation or damages.

### 9. Forum

It is agreed by and between each Guest and TheAstrosLocker that all disputes and matters whatsoever arising under, in connection with or incident to this agreement or to Sail Into Spring Training 2025, including any dispute or matter arising out of or related to Guest's travel to the vessel involving TheAstrosLocker, 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.

\*Not available on all events.

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