

## SIXTHMAN – SIMPLE MAN CRUISE TICKETING CONTRACT

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

(A) THE CONTRACT BETWEEN YOU AND CARNIVAL CRUISE LINES [THE "TICKET CONTRACT"] AND

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

THESE DOCUMENTS CONTAIN IMPORTANT LIMITATIONS ON YOUR RIGHTS. AND CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND CARNIVAL CRUISE LINES AND BETWEEN YOU AND SIXTHMAN (AS DEFINED BELOW). PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTIONS 1 AND 13 THROUGH 17 OF THE CARNIVAL CRUISE TICKET (below) AND SECTIONS 1 THROUGH 7 OF THE SIXTHMAN, LLC / SIMPLE MAN CRUISE SUPPLEMENTAL TERMS AND CONDITIONS AND RETAIN THEM FOR YOUR FUTURE REFERENCE.

Simple Man Cruise Terms and Conditions are subject to change at any time. The last update of any Supplemental Terms and Conditions occurred on **March 19, 2010**. The Carnival ticketing contract text on this page was current as of **March 19, 2010**, but could be changed at any time without notice. For the most current Carnival ticketing contract visit:

[http://www.carnival.com/CMS/Static\\_Templates/ticket\\_contract.aspx](http://www.carnival.com/CMS/Static_Templates/ticket_contract.aspx)

All references to "Sixthman" shall be understood to include Sixthman, LLC and any entity wholly owned by Sixthman, LLC or affiliated through ownership with the owners of Sixthman, LLC. All references to "Carnival" shall be understood to mean Carnival Cruise Lines. For purposes hereof, each reference to a Carnival "promotional partner" shall include Sixthman. All references to the "Cruise" or to "Simple Man Cruise" (or any variation of the event name) shall be understood to refer to the Simple Man Cruise aboard a Carnival Cruise Lines 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, Carnival 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 the Simple Man Cruise, 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 Carnival Cruise Lines Ticket Contract.

By purchasing or accepting the Ticket Contract for the Simple Man Cruise, you represent to and for the benefit of Sixthman and Carnival 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 Carnival 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,

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, 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, 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 Carnival which shall govern the relationship between Guest and Carnival 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 Carnival 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 Carnival Ticket Contract:

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

The Simple Man Cruise is an event cruise featuring multiple headline musicians. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular concert on any particular date to be performed by any particular artist. Sixthman 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 headline musicians will perform multiple concerts on board the vessel during the Cruise. Included in such purchase price, but ancillary thereto, is an entertainment package pursuant to which several artists including will perform 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 Sixthman to avoid conflicting events and performances, Sixthman cannot guarantee that any Guest will be able to attend every performance aboard the Cruise. It is also anticipated individual musicians will attend publicity and promotional events during the Cruise while on board to provide Guests an opportunity to meet the musicians in person. However, Sixthman can make no guarantee that any guest will in fact be able to meet any of the musicians in person during the Cruise or during any shore excursion.

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

Sixthman reserves the right to increase published prices without notice. 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. 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.

a. \$149.00 due at the time of reservation and;

- b. \$199.00 due by May 15, 2010 and;
- c. \$249.00 due by July 15, 2010 and;
- d. Remaining balance of charges due on October 15, 2010

Payment Schedule For Suites are per person and Non Refundable.

- a. \$298.00 due at the time of reservation and;
- b. \$398.00 due by May 15, 2010 and;
- c. \$498.00 due by July 15, 2010 and;
- d. Remaining balance of charges due on October 15, 2010

Reservations made after the final payment date of October 15, 2010, require a minimum 50% deposit, and must be paid in full within 30 days of the booking or 35 days from the departure date (December 13, 2010), 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). Any payment not received within 10 days after the scheduled date will be charged automatically to the credit card on file for the Lead Passenger (as hereinafter defined) or, in the event the initial payment was made by someone not traveling, the credit card on file for the initial payment. In such a case the minimum late fee will be \$50.00 (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 musicians on board during the Cruise shall be the sum of \$199.00 (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 Simple Man Cruise 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 Carnivals' 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 Simple Man Cruise, 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 15, 2010, will be subject to a minimum \$50.00 administrative fee before the change is effected.

Any reservation change made after October 15, 2010, is subject to the following administrative fee schedule before the change is effected:

October 16, 2010 through January 13, 2011 - \$75 per change

January 14, 2011 through January 20, 2011 - \$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 15, 2010.

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 No 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.

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 Carnival Cruise Lines Ticket Contract**

a. By making the reservation for the Simple Man Cruise 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 Carnival 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 Carnival Cruise Ticket Contract, Sixthman, as charterer of the vessel, is included within the term "Carnival" in the Cruise Ticket Contract and that Sixthman shall be

entitled to the benefit of all rights, terms, conditions, and limitations granted Carnival there under as a charterer of the vessel as though Sixthman were specifically named therein.

b. Cruise Fare does not include fuel supplement charges. "Fuel supplement" shall mean any additional charge to defray a portion of Carnival's fuel costs. The amount of fuel supplements and government fees and taxes collected are subject to change. Carnival reserves the right to charge a fuel supplement of up to \$9.00 per person per day, without prior notice, in the event that the price of light sweet crude oil according to the NYMEX (New York Mercantile Exchange Index) is greater than \$70.00 per barrel of oil. Carnival may collect any fuel supplement in effect at the time of sailing, even if the cruise fare has been paid in full.

[http://www.carnival.com/cms/fun/fuelsupplement.aspx?WT.mc\\_id=Bhmgpnewnotablefuel](http://www.carnival.com/cms/fun/fuelsupplement.aspx?WT.mc_id=Bhmgpnewnotablefuel)

## 5. Breach or Cancellation by Performing Artist

Sixthman has entered into an agreement with each performing artist on Simple Man Cruise to be present on board the Cruise and to perform in accordance with terms specified therein. However, neither Sixthman nor Carnival shall be liable or responsible for failure of any artist or musician to appear on board or to perform under its agreement. Further, neither Sixthman nor Carnival 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 beyond Sixthman's reasonable control. In the event of any failure of contracted artists to perform during the cruise, Sixthman, in its sole discretion, may engage a replacement artist or artists, 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, 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 artist 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 artist 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 Carnival, whether direct or indirect, proximate or incidental or consequential, for such modification, cancellation or termination of the Cruise by Sixthman. If the Cruise is canceled as the result of any material breach or gross negligence of Sixthman or of a contracted artist or musician, Guest shall be entitled to the sum of \$125.00 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.

## **6. Cancellation of the Cruise**

Carnival Cruise Lines has reserved, in paragraph 7 of the Carnival 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.

## **7. Public Performance**

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

## **8. Sixthman's Rate Protection Guarantee:**

The Rate protection guarantee is: if a lower Sixthman advertised rate becomes available after the booking is made, a rate adjustment can be requested and Sixthman will issue the difference in the form of a non-refundable shipboard credit. The lower fare must be for the same ship, sailing date, stateroom category and number of guests, up till the week before sailing.

This is designed to provide our guests with complete confidence that the fare they are booking is the lowest Sixthman rate available and that in the event they find a lower fare later, they need simply submit a rate protection request and we will provide a non-refundable shipboard credit equal to the difference.

[www.sixthman.net/rateprotectionrequestform](http://www.sixthman.net/rateprotectionrequestform)

## **9. Zero Tolerance Policy**

Sixthman, LLC, 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, LLC and Carnival Cruise Lines shall not be liable for any refund or other compensation or damages.

## **10. Forum**

It is agreed by and between each Guest and Sixthman that all disputes and matters whatsoever arising under, in connection with or incident to this agreement or to Simple Man Cruise Cruise, including any dispute or matter arising out of or related to Guest's travel to the vessel involving Sixthman, 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.

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