

**TERMS AND CONDITIONS
VIDANTAWORLD'S ELEGANT**

The following terms and conditions (the "**Ticket**") are intended to ensure your understanding of the purchase of the Ticket for transportation and accommodation services on VidantaWorld's Elegant (the "**Elegant**"). The purchase incorporates i) the Ticket, ii) the provisions set forth in our Comprehensive Privacy Notice, which is available at www.vidantaworld.com/en/privacy-policy, and iii) the Vidanta World's Elegant Rules and Regulations, as well as any other policies posted on the official website www.vidantaworld.com (the "**Official Website**"), all of which are legally binding. When referring to the Ticket, the Terms and Conditions of Purchase, the Privacy Notice, the Vidanta World's Elegant Rules, and any other policies added to the Official Website shall form an integral part of the Ticket. By signing this document, the Purchaser declares that he/she has read, understands, and accepts the contents of this Ticket. Any total or partial modification to the Ticket will be included in the Official Website, so we suggest you check such website periodically to review the then current Ticket, since once the modifications are made and published, these will constitute the acceptance of the current terms and conditions.

This document is entered into between OTM NAVIERA, S.A. DE C.V., a Mexican corporation with address at Paseo de las Moras, s/n, Fracc. Náutico Turístico Nuevo Nayarit, Bahía de Banderas, Nayarit, México, C.P. 63735 (the "**Company**") and you (the "**Purchaser**" or "**Member**"), hereinafter and collectively referred to as the "**Parties**". For the purposes of this document, the Company will provide the documents that allow you access to the Vidanta World's Elegant trip itinerary in accordance with the following:

1. By means of this document, the Purchaser agrees to buy, and the Company agrees to sell the Ticket whose information is detailed on page 1 (one) of this document. Each Ticket bought by the Purchaser grants him/her the right to access the Vidanta World's Elegant travel itinerary for 2 (two) persons over 18 years of age, in accordance with the date(s) and travel itinerary specified above.
2. The purchase of the Ticket does not grant the Purchaser the right to receive air or land transportation or any other type of transportation in order to arrive at the port of embarkation and/or disembarkation to enjoy the itinerary on the Vidanta World's Elegant, nor lodging ashore, nor food and/or beverages on board, unless your confirmation slip indicates otherwise; all those additional services contracted on board during the travel itinerary will be charged to your account on board and must be paid to the Company in full at the time of disembarkation.
3. The Ticket will be valid only for the Purchaser and according to the itinerary or route indicated, it is not transferable nor can it be assigned to a different person, it cannot be modified or have changes in its itinerary, unless the Company so establishes, either prior to the beginning of the itinerary, or during the itinerary when the navigation circumstances and/or when for the safety of the Purchaser and/or the crew, merits the decision to make such modification or change to the itinerary.
4. All cabins have a capacity for a maximum of 2 (two) adult persons. Cabins assignments will be managed at the Company's discretion, subject to availability, according to the selected itinerary and the order of reservation confirmation.
5. The Purchaser must ensure that, prior to the departure date of the itinerary, he/she has all official documents for his/her journey, such as passports, visas, identity documents, medical or travel insurance policies and/or any other documents necessary for the trip, which will be necessary to present to the Company for his/her safety and/or the requirement of any authority, depending on the place of embarkation, visit and/or disembarkation. Such documents must always be available when required by the Captain and/or designated officials and/or any authorities prior to, during or at the end of the voyage.
6. For embarkation and disembarkation at the ports of departure, call or return during the itinerary, the Purchaser accepts that he must be at the corresponding port no less than 2 (two) hours prior to the departure of the Vidanta World's Elegant, otherwise the Company at its sole discretion will decide not to allow the Purchaser to embark, in which case, no refund will apply for the total or partial cancellation of the itinerary and all expenses arising from such fact shall be paid by the Purchaser.
7. The Company and/or the Captain may change: (i) the route or itinerary; or (ii) the times of embarkation or disembarkation; or (iii) the times of arrival or departure; or iv) the ports of arrival when there are reasons to protect the safety of the Purchaser and the crew, or to comply with security measures issued by the authorities, circumstances which may include but are not limited to heavy rains, weather changes, hurricanes, tornadoes, strikes, tides, tidal waves, civil disturbances, closure or closure of ports, emergency landings, mechanical failures of the Vidanta World's Elegant, which by chance or force majeure may occur before and during the itinerary. In the cases foreseen herein, the Company shall not be liable to reimburse the price paid for the itinerary and/or to compensate the Purchaser for the expenses incurred for the purchase of flights and/or transfers to board the Vidanta World's Elegant and/or for the payment of damages and/or losses. In cases where the Company or the Captain makes an unannounced decision to cancel or interrupt an itinerary either prior to embarkation or during the itinerary, the Company, subject to availability, agrees to provide the Purchaser with a new reservation for the nearest available itinerary; in the event that the new itinerary does not fit the Purchaser's plans and/or availability, the Company will refund the Purchaser the full cost of the itinerary, if the itinerary was cancelled prior to embarkation.

Primary Guest

Additional Guest

8. The Purchaser understands that he/she will only be able to enjoy the itinerary and board the Vidanta World's Elegant if 90 (ninety) calendar days prior to the start date of the selected itinerary, he/she has paid at least 50% (fifty percent) of the total cost of the Ticket and confirms his/her reservation at the Call Center. The punctuality in the fulfillment of the payment obligations of the total cost of the Ticket is essential for the Company, therefore, the Purchaser (even if he/she has enjoyed the itinerary on board the Vidanta World's Elegant), will be obliged to continue fulfilling the payment obligations acquired. The Purchaser acknowledges and agrees that any default, breach, or failure to comply with these terms and conditions, including but not limited to payment obligations, of any contract entered into with the Company, its affiliates, subsidiaries or collaborating third parties for the provision of any service, program or promotional certificate or other "no cost" benefits provided as part of or in connection with such contracts, shall be binding upon each other and shall constitute a breach of all relationships with the Company, its affiliates, subsidiaries or collaborating third parties. This Cross Default is essential to the operation and management of the programs and services offered by these entities, and failure to comply with any obligation may result in the suspension or loss of all associated rights and privileges under any related contract. For purposes of this relationship, "affiliates", "subsidiaries" and "collaborating third parties" include independent programs or companies that provide services or other benefits to the Purchaser.
9. When the Purchaser decides to cancel the itinerary, for reasons attributable to him/her, the Purchaser may request a change of itinerary, in the event that no itinerary fits his/her plans and/or availability, when the cancellation is requested at least 90 (ninety) calendar days prior to the start date of the itinerary, the Company may reimburse the Purchaser 50% (fifty percent) of the total cost of the Ticket purchased, provided that the Purchaser has covered 100% (one hundred percent) of the total cost of the Ticket. No refund is applicable in case the cancellation is requested less than 90 (ninety) calendar days prior to the itinerary start date; additionally, if the Purchaser has not covered the total cost of the Ticket, the Company will retain the equivalent of the amount paid up to that date and the Purchaser will be obliged to cover the remaining amount to cover the total cost of the Ticket, the foregoing, without prejudice to any other action that the Company or its affiliates and/or subsidiaries are entitled to exercise for the fulfillment of the total payment of the Ticket by the Purchaser.
10. The Ticket contains all the settlements agreed between the Company and the Purchaser, leaving without effect any other settlement, whether verbal or in writing that is not set forth therein. Should the Purchaser have any questions regarding or concerning the Ticket, itineraries, schedules, check-in procedures and/or any other matter, the Purchaser may visit the Official Website or contact our Call Center at 1-800-292-9446.
11. For all matters related to the Ticket, the Purchaser and the Company agree that any dispute shall always be governed by the laws of the Mexican Republic, excluding its conflict of laws provision. Likewise, the Parties agree that in the first instance they will exhaust the conciliatory procedure before the Federal Consumer Attorney's Office (*Procuraduria Federal del Consumidor [PROFECO]*) in Mexico; if they do not reach an agreement by this means, or in case they do not choose this means to settle controversies, both Parties agree that all disagreements arising from or related to the Ticket will be resolved exclusively and definitively in accordance with the Arbitration Rules of the Arbitration Center of Mexico (CAM), by an arbitrator of Mexican nationality appointed by the Parties by mutual consent. If the Parties do not appoint the arbitrator by mutual consent within 30 (thirty) days of the demand for arbitration, the General Council of the CAM shall appoint the arbitrator. The place of arbitration shall be the city of Guadalajara, Jalisco, Mexico. The language to be used in the arbitration proceedings shall be Spanish. The Parties agree that the courts of the city of Guadalajara, Jalisco, Mexico, shall have exclusive jurisdiction with respect to any action to enforce or vacate the arbitration award rendered pursuant thereto. The Parties agree that the aforementioned dispute resolution procedures shall be the sole means of pursuing any claim by or between the Purchaser and the Company or any of its affiliates and/or subsidiaries. The Parties expressly waive their right to bring any claim arising out of or relating in any way to the Ticket in any other jurisdiction or forum which may be claimed by reason of any present or future addresses.

Primary Guest

Additional Guest