**TERMS AND CONDITIONS**

**RUSH CONNECTION, LLC PARTICIPANT’S AGREEMENT**

**The RC ISLAND ESCAPE CRUISE is non-refundable once purchased. There are no refunds for cancellations, regardless of the reason. The payment of your deposit or any other payment or by attending the 2018 RC Island Escape Cruise confirms that you accept and agree to these Terms & Conditions including our Cancellation Policies.**

**The minimum age for The RC Island Escape Cruise is 21 without an accompanying adult.**

**PAYMENT SCHEDULE & PAYMENT PLANS**

**There is a payment plan available for The RC Island Escape Cruise! The date you make your reservation will ultimately determine your total deposit due at the time of booking and the subsequent payment dates.**

**PAY IN FULL**

**You may pay in full at the time of booking. No additional payments will be needed, unless you later modify your reservation by upgrading/changing your stateroom or by adding additional cabin mates.**

**MONTHLY PAYMENT PLAN**

**$25 per person deposit is due at the time of booking for all cabins. $500 is due for single occupancy cabins.**

**$250 per person deposit is due at the time of booking for Specialty cabins. $500 deposit is due for single-occupancy suites.**

**Your monthly payment will NOT automatically charged to your credit card on the first of each month. It is your responsibility to know your due dates; payment reminders will be sent. If you need to make any changes to your payment plan dates, please email us @ info@travelrcnow.com**

**Name Changes**

**All guest NAME changes can be made up until FINAL PAYMENT. (if allowed by the cruise line), and will be assessed the following administrative fees per name change:**

**$50.00 per person, per change for name changes after final payment date of August 9, 2018 (if both parties cancel, name change is not allowed, it will be considered a FULL Cancellation)**

**$100.00 per person, per change for name changes after July 1, 2018.**

**Your cabin number is subject to change without notice at the discretion of the cruise line and/or Rush Connection, LLC.**

**Cabin Occupancy Changes**

**Rates are based on the number of people in your cabin. Changes in occupancy will result in a rate increase or decrease depending on the type of change.**

**Late Payments & Declined Credit Card Fees**

**A late fee of $10.00 per person will be added to your reservation if your payment is not received by the due dates listed on your invoice. If you miss two consecutive payments your cabin will be canceled automatically without refund or credits. If your reservation is still unpaid after our final payment date, your reservation will automatically be cancelled without refund or credits.**

**RUSH CONNECTON CANCELLATION POLICIES**

**ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE! There are NO exceptions to our cancellation policies. We strongly recommend the purchase of travel insurance!**

**ALL payments (including your pre-sale deposit) are non-refundable.**

**Cancelling your RC Island Escape Cruise reservation:**

**All cancellation requests must be submitted in writing. Please email info@travelrcnow.com to cancel your reservations.**

**Rush Connection, LLC and The RC Island Escape Cruise cancellation and payment policies supersede that of Carnival Cruise Line and any Carnival Cruise Line staff information or website payment or cancellation terms are invalid.**

**TRAVEL INSURANCE**

**Because of the nature and uniqueness of this event, we have strict cancellation policies. CARNIVAL CRUISE LINE and RUSH CONNECTION, LLC highly recommend the purchase of travel insurance to protect you against financial loss due non-refundable costs and fees due to unexpected cancellations and travel emergencies. Insurance must be purchased with your initial payment or deposit. Travel insurance also protects you against emergencies while traveling, such as trip interruption, trip delay, missed/canceled flights, lost or stolen baggage/personal items, illness/injury and much more.**

**In the event of cancellation, you must first contact Darren in writing by sending an email to info@travelrcnow.com**

**We will then instruct you how to file a claim, if necessary.**

**TYPOGRAPHICAL ERRORS**

**In the event a category/item is listed at an incorrect price or with incorrect information due to typographical error or error in pricing, Rush Connection, LLC shall have the right to refuse or cancel any orders placed for category/item listed at the incorrect price. Rush Connection, LLC shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Rush Connection, LLC shall immediately issue a credit to your credit card account in the amount of the charge.**

**PASSPORT & LEGAL DOCUMENTATION**

**Although a Passport is NOT required, Carnival Cruise Line and Rush Connection, LLC strongly recommend that all of our guests travel with a passport (valid for at least six months beyond the completion of travel). Having a valid passport will enable you to fly from the U.S. to a foreign port in the event you miss your scheduled embarkation, or to fly back to the U.S. should you need to disembark the ship mid-cruise for any reason.**

**The Western Hemisphere Travel Initiative (WHTI) stipulates the following information with regards to closed-loop cruises, which are sailings that originate and terminate in the same U.S. Port. Please note that this information could change at any time without notice.**

**U.S. Citizens (including children) taking closed-loop cruises will be able to enter or depart the country with either a valid U.S. Passport - or - Proof of citizenship, such as an original or certified copy of his or her birth certificate (or a Consular report of Birth Abroad, or a Certificate of Naturalization), along with government issued photo identification, such as a State issued driver’s license.**

**U.S. Alien Residents need a valid Alien Resident Card.**

**Non-U.S. Citizens: You will need a valid passport and, in some cases, a visa. If you live in the U.S., you will also need the original copy of your Alien Registration Card (ARC or “Green Card”) and any other documentation the countries on your itinerary require due to your alien status.**

**If you are not a U.S. Citizen, please contact U.S. Immigrations at 1-800-375-5283 to be sure your identification will be satisfactory for both entry into the U.S., and for the cruise.**

**Citizens from the Visa Waiver Program countries will require a machine-readable passport valid for the duration of their voyage.**

**For more information or to obtain a passport application, visit** [**www.travel.state.gov**](http://www.travel.state.gov)**.**

**All guests must present the required documentation at embarkation. Guests without the required documentation will be denied boarding and no refund will be issued. Please understand that Carnival Cruise Line will strictly enforce this requirement to be in compliance with this important U.S. Government mandate.**

**Rush Connection, LLC and the other Released Parties (as herein defined) assume no responsibility for advising you of immigration requirements. Non-U.S. citizens, including resident aliens, must contact the appropriate consulates, embassies and/or immigration office(s) to inquire about necessary documentation for the Cruise’s ports of call.**

**Your name, as listed on your travel documents, must exactly match your name as listed on your Cruise documents.**

**It is YOUR responsibility to make sure you have the proper documents to board the ship. Rush Connection, LLC and Carnival Cruise Lines are not responsible for denied boarding due to insufficient documents.**

**CARNIVAL CRUISE LINE SERVICE FEES**

**Carnival Cruise Line charges a mandatory, non-refundable service fee to all passengers for tips/gratuities for ship staff. This is not included in your cruise fare. This fee will be added to your shipboard account by Carnival Cruise Line when you board the ship.**

**Current fees are below; however fees are subject to change without notice at the discretion of Carnival Cruise Lines:**

**Guests staying in all cabins: ($13.95 per guest per day)**

**Guests staying in Suites: ($15.95 per guest, per day).**

**FUEL SURCHARGES**

**In the event that the cost of fuel increases between now and the time we sail, Carnival Cruise Line reserves the right to impose a fuel surcharge of up to $11.00 per person per day. Carnival Cruise Line also reserves the right to impose surcharges for government taxes and fees, security, and incidental costs. The surcharges will be added to the passenger’s cabin costs and must be paid in full by the cruise date in order to board the ship. All passengers will be notified via email if such fuel surcharge is added to the cost of your cabin.**

**CANCELLATION OF RC ISLAND ESCAPE CRUISE BY RUSH CONNECTION, LLC AND/OR CARNIVAL CRUISE LINE**

**In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of RC Island Escape Cruise / Rush Connection, LLC or Carnival Cruise Line, Carnival Cruise Line in its sole discretion may cancel, advance, or postpone any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither Carnival Cruise Line nor RC Island Escape Cruise nor Rush Connection, LLC shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution. Thereupon, Carnival Cruise Lines shall return to you, if the Cruise is completely canceled, your cabin fare, prepaid gratuities, cruise line transfers and related taxes and fees, or, if the Cruise is partially canceled, a proportionate part thereof. Under such circumstances, RC Island Escape Cruise and Rush Connection, LLC shall have no further liability for damages or compensation of any kind. Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), even if purchased in conjunction with the Cruise, will be determined in accordance with the applicable cancellation policies for such other products or services.**

**If the cruise is cancelled by Carnival The Rush Bands ($280 are non-refundable). A credit for the Rush Band will be issued to guest in the event the cruise is cancelled. If the cruise is rerouted to a new destination no refunds or credits will be issued. We will host the cruise as planed on the newly routed cruise.**

**RIGHT TO CHANGE ITINERARY**

**Rush Connection, LLC and/or Carnival Cruise Line reserve the right, at any time, to change the cruise itinerary whenever advisable or necessary. In this case, Rush Connection, LLC and/or Carnival Cruise Line will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds will NOT be made to passengers who elect not to complete the cruise for any reason or cause whatsoever.**

**SAFETY WHILE IN PORTS OF CALL AND ONBOARD**

**You assume sole responsibility for your own safety onboard and in any port of call. Rush Connection, LLC and RC Island Escape Cruise do not guarantee your safety at any time. You may find information about the scheduled ports of call through the U.S. Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations. Rush Connection, LLC / RC Island Escape Cruise and the other Released Parties assume no responsibility for gathering and/or disseminating any such information. You acknowledge that all shore excursions and tours, however conducted, airline flights and ground transportation, and any ship physician, nurse and on board concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors. Rush Connection, LLC neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that Rush Connection, LLC assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.**

**REFUSAL OF PASSAGE**

**Rush Connection, LLC acts only as sales and marketing agent for the purpose of booking travel arrangements on Carnival Cruise Line and various airlines. Rush Connection, LLC expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent. Participation on the Cruise may be denied to any person who, in Rush Connection, LLC or Carnival Cruise Line sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others; or (3) is inadmissible under the laws of any country of debarkation. In addition, Rush Connection, LLC and Carnival Cruise Line reserve the right to refuse passage, disembark or confine to a stateroom any person whose physical or mental condition or behavior they consider, in their sole discretion, to constitute a risk to the person’s own well-being or that of any other person. Rush Connection, LLC shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from Rush Connection, LLC and/or Carnival Cruise Line’ decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.**

**DECISIONS OF CARNIVAL CRUISE LINE**

**You will receive Carnival Cruise Line Standard Contract of Passage Terms and Conditions (the “Carnival Cruise Line PASSENGER CONTRACT”) with your Cruise ticket. The Carnival Cruise Line Contract constitutes your agreement with Carnival Cruise Line. The Carnival Cruise Line Contract provide that Carnival Cruise Line may exercise its rights in a variety of matters, including, without limitation: Its right to alter the ship’s course, ports of call, and itinerary, activity and shore excursions, for reasons set forth therein. Rush Connection, LLC shall not be liable to you or any third party for any claim or cause of action arising, directly or indirectly, in whole or in part, out of Carnival Cruise Line’s exercise of any of its rights as provided in the Carnival Cruise Line Terms. Without limiting the foregoing, the Released Parties such as Rush Connection, LLC shall not be liable to any Cruise passenger for a full or partial refund of any Cruise fare, or for any lodging or transportation expenses, as a result of Carnival Cruise Line’s exercise of its contractual rights.**

**LIQUOR & BEVERAGE POLICY**

**Guests are prohibited from bringing water, sodas and other non-alcoholic beverages onboard that are packaged in bottles .A small quantity of non-alcoholic beverages (i.e., sparkling water, sodas, juice, and milk) packaged in cans or cartons may be brought onboard on embarkation day and must be in the guest's carry-on luggage. A small quantity is considered a maximum of 12 sealed, unopened cans/cartons of 12 ounces each or less per person.**

**Guests are prohibited from bringing alcoholic beverages on board with the following exception - At the beginning of the cruise during embarkation day only, guests (21 years of age and older) may bring one 750 ml bottle of sealed/unopened wine or champagne per person in their carry-on luggage. All liquor, beer, other forms of alcoholic and non-alcoholic beverages outside of this exception are strictly prohibited in both carry-on and checked luggage and such items will be confiscated and discarded and no compensation will be provided.**

**A $15 USD corkage fee, per 750 ml bottle, will be charged should guests wish to consume their wine or champagne in the main dining room, steakhouse or bar. A corkage fee is a charge exacted at a restaurant for every bottle served that was not bought on the premises.**

**Bottled Water**

**We know some of our guests are accustomed to bringing on their own supply of bottled water so as part of this policy we have significantly reduced the pricing for (purified) bottled water which will be conveniently delivered directly to your stateroom. Once onboard, the purchase is non-refundable; guests may take home any unopened bottles.**

**Current pricing is as follows:**

**$4.50 USD for a 12-pack of bottled water (16.9 fluid ounce per bottle) for pre-cruise purchase during the online check-in process within 30 days of sailing.\***

**$4.50 USD (plus gratuity) for a 12-pack of bottled water (16.9 fluid ounce per bottle) for purchase onboard by contacting Room Service.\***

**\* Bottled water rates are set by Carnival Cruise Line and subject to change at any time at the sole discretion of the cruise line.**

**Purchasing Liquor During the Cruise**

**Liquor purchased onboard and taken home may be subject to Customs duty and must be declared on the Customs Declaration form.**

**Ports of Call**

**All alcohol purchased in ports will be stored for safekeeping until the end of the voyage. The retained items will be available for collection in a designated lounge on the morning of debarkation for cruise durations 5 days and less; for cruise durations 6 days and more, alcohol will be delivered to guest staterooms after 7:00pm, the evening prior to debarkation (some exceptions may apply).**

**A small quantity of non-alcoholic beverages (i.e., sparkling water, sodas, juice, and milk) packaged in cans or cartons may be brought onboard as well as Carnival branded bottled water previously purchased onboard. A small quantity is considered a maximum of 12 sealed, unopened cans/cartons of 12 ounces each or less per person.**

**LUGGAGE**

**Each guest may bring onboard a reasonable amount of baggage. All luggage must be stored in the passenger’s cabin. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought onboard the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of Carnival Cruise Line. All luggage hand-carried or checked, and your person are subject to security inspections that may involve physical search. Curbside porters are available at the pier during embarkation to take luggage to the vessel. Please be sure each piece of luggage is locked and has a tag listing your name, ship, and stateroom number. Carnival Cruise Line and Rush Connection, LLC assume no responsibility for carry-on luggage. Any luggage left at the pier will be forwarded at the guest’s expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area. All luggage must be stored in the passenger’s cabin. All luggage hand-carried or checked is subject to search.**

**ZERO TOLERANCE DRUG POLICY**

**Rush Connection, LLC and Carnival Cruise Line, have 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 Rush Connection, LLC and Carnival Cruise Line shall not be liable for any refund or other compensation or damages.**

**CARNIVAL CRUISE LINE SMOKING POLICY**

**Carnival Cruise Line has instituted changes to its smoking policy for all sailings on or after November 1, 2014. The specific changes prohibit smoking on stateroom balconies and limit smoking in the casino to players.**

**Public areas throughout all ships are smoke-free. If you smoke regular or electronic cigarettes, you can do so in designated areas only. If you prefer pipes or cigars, you can smoke in the Cigar Bar or designated smoking lounge. Smoking cigarettes, electronic cigarettes, cigars and pipes is permitted in outdoor public guest spaces and open decks where designated by the ship's management based on the ship's specific characteristics and arrangement. Smoking, including electronic cigarettes, is prohibited in or near venues serving food, the jogging track, outdoor sporting venues, The Haven outdoor areas and children's pool areas. Cigarette smoking is not permitted in any other indoor venue or location.**

**Guests are not permitted to smoke cigarettes, e-cigarettes, cigars or pipes in their staterooms or on their balconies. Smoking inside your stateroom or on your balcony will result in a $250 cleaning charge added to your onboard account. If cigarette burns on furniture, linens, towels or carpeting are detected; guests will be advised and charged for the damages.**

**Electronic cigarettes cannot be used in public areas where there is a No Smoking policy in force; simply because these cigarettes look so realistic and therefore other guests' perception is that we are not enforcing the No Smoking rule.**

**MEDICAL CARE**

**You assume all risks associated with travel and transportation on the Cruise. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available. Rush Connection, LLC shall have no responsibility to advance any such costs. We highly recommend the purchase of travel insurance to cover any unforeseen and unexpected medical expenses.**

**ROOMMATES**

**Your decision to accept a roommate for the Cruise is at your own risk. Rush Connection, LLC is not responsible or liable for any and all claims or cause of action arising out of or in connection with your selection of a roommate for the Cruise, including, without limitation, any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from such request or selection.**

**PASSENGER DUTY**

**If, during the Cruise, Passenger feels that his/her safety is jeopardized by the act of any person, or if Passenger is injured by the act of any person or in any other incident, Passenger shall immediately report this to the Carnival Cruise Lines Support Desk onboard the Cruise. In such instance, Passenger shall cooperate with Carnival Cruise Line in any investigation that may conduct.**

**RESPONSIBILITY AND LIMITATION OF LIABILITY**

**Under these terms and conditions, liability to passengers for damage to or theft of luggage, personal property, delay, and circumstances on board your cruise ship or elsewhere is limited. By booking the RC Island Escape Cruise, you (the passenger) agree to release and hold harmless Rush Connection, LLC, from and against any claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers’ baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, passenger’s use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) your request for or selection of a roommate for the Cruise; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances (except when such damages were caused by Rush Connection, LLC negligence and resulted from the same passenger’s sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by Rush Connection, LLC); (4) any change in scheduled Cruise events and/or celebrity appearances; (5) Carnival Cruise Line’ exercise of its contractual rights; or (6) or (if you are entering into this agreement on behalf of yourself and your, group, party, or traveling companions) any claim arising out of their assertion that you were not authorized to agree on their behalf. You further agree that Rush Connection, LLC shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Rush Connection, LLC, nor for any intentional or negligent acts of Rush Connection, LLC employees committed while off duty or outside the course and scope of their employment. In the event that a court of competent jurisdiction holds any of the foregoing to be unenforceable, then Rush Connection, LLC liability shall be limited to the maximum extent permitted by law. You will find on board your cruise ship, independent concessionaires which operate shops, photography, gaming, etc. Rush Connection, LLC accepts no responsibility whatsoever for the actions of these independent concessionaires arising from your dealing with them. You must contact and deal or interact with them directly. It is understood and acknowledged that Rush Connection, LLC is an outside, independent promoter/travel agency and does not operate the vessel controlled and owned by Carnival Cruise Line. In consideration of participating and attending the RC Island Escape Cruise, you voluntarily assume all risks while onboard the vessel and release Rush Connection, LLC of and from any and all liability, actions, causes of action, suits, injury or death, loss or damage of property, claims, attorney’s fees and demands whatsoever that may be sustained by you while onboard the vessel. This release shall be binding upon you, and your heirs, next of kin, execute.**

**If the say no:**

**Rush Connection, LLC acts as a travel agent. We arrange travel services and sell travel related products on behalf of suppliers such as airlines, tour and cruise operators. In doing so Rush Connection, LLC gives no warranty nor makes any representation regarding the services to be supplied or the products purchased by you. Your booking will be subject to the terms and conditions applied by the provider of the service or products. You agree that if the travel services or products are not supplied in accordance with your booking your remedy lies with the service provider and not Rush Connection, LLC. (We will make every attempt to assist with any issue that may occur, that's within our means.)**

**Rush Connection, LLC is only acting as an agent we have no liability in respect of the supply of any element of your booking, including any liability for illness, personal injury, death or loss of any kind, delay and inconvenience caused directly or indirectly by any provider of travel services or products or by other third parties unless caused by our negligence. Any claim for damages for injury, illness, loss or death must be brought against the relevant supplier of the travel services or products.**

**Rush Connection, LLC shall not be liable for any loss or damage incurred by you as a consequence of Rush Connection, LLC or any of the suppliers being unable to perform its obligations under your contract(s) due to the unusual or unforeseeable circumstances (a “force major event”) beyond the control of the party affected by the force major event.**

**TRAVEL INSURANCE**

**Because of the nature and uniqueness of this event, we have strict cancellation policies. The RC Island Escape Cruise is non-refundable, regardless of your reason for cancellation. Travel insurance must be purchased at the time of registration. If insurance is NOT paid within 3 days of making your deposit, it will not be added.**

**Rush Connection, LLC does not sell insurance and highly recommends the purchase of Carnival's Travel insurance to protect you against non-refundable costs and fees due to unexpected cancellations and travel emergencies.**

**Travel insurance also protects you against emergencies during travel, such as trip interruption, trip delay, missed/canceled flights, lost or stolen baggage/personal items, illness/injury and much more.**

**Rush Connection, LLC strongly recommends that you take out comprehensive travel insurance within 3 days of paying a deposit. The policy should provide cover for loss of deposit, cancellation and additional expenses, medical expenses and repatriation and loss or damage to baggage and valuables. You are responsible for making any special or increased insurance arrangements, which you deem, are necessary.**

**We hope you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier, or contact Rush Connection, LLC. We shall attempt to resolve the matter immediately. Failure to complain at your destination may mean we will be unable to resolve the dispute after you return home.**

**We understand that your vacation is an investment, so we are encouraging you to purchase Travel Insurance.. If you do not purchase Travel insurance, any payments made will be NON REFUNDABLE AND NON TRANSFERABLE.**