

Passenger Agreement

For

Crystal AirCruise

(applicable only for Itinerary between 30 September 2017 – 8 October 2017)

When you purchase from Greensky the Crystal AirCruises trip, a contract is made and each party has certain rights and obligations as stated below.

1. **General: Greensky Enterprises Limited ("Greensky")**, is the carrier and tour operator of the Crystal AirCruises trip. The price of the trip, dates of the flights, origin and destination cities of each flight leg, and other conditions, are as specified in the applicable Greensky-issued travel itinerary (the "Itinerary"), and are incorporated herein by reference.

2. **Reservations and Payment:** Reservations may be made through your travel agent. All prices are per person based on hotel double occupancy. For individuals traveling alone, there will be a single occupancy surcharge of 10% of the regular package price; single occupancy rooms are limited and subject to availability. A deposit of **US\$15,000 per participant** is required within the first 7 working days after booking to secure reservations. **Full payment is due 14 days before the scheduled date of departure.** Payment in full must accompany any reservation received less than 14 days before the scheduled date of departure. If the trip is fully booked when your reservation request is received, payment received by Greensky, if any, will be returned within 14 days, or with your authorization, Greensky can retain the deposit and place your name on a waiting list in case other participants cancel their reservations. Even if you authorize Greensky to put your name on a waiting list, we will notify you within 7 days (but in no event later than the date of departure) that your selected trip is fully booked. Prior to our notification to you, reservation is not final and your payment is subject to refund.

3. **Fare Inclusions:** The price of the trip (the "AirCruise") includes air transportation aboard a custom-equipped Boeing 777-200LR widebody aircraft, operated by Comlux Aruba N.V., between the cities shown on the Itinerary; accommodations and room taxes in each destination; all Greensky planned excursions as shown on the Itinerary; all meals, from dinner on the first night of the AirCruise to breakfast on the last morning of the AirCruise, as indicated in the Itinerary; a comprehensive program of special events and activities with several options in each destination; group transportation, including inland charter flight and ground transfers to/from each airport on the Itinerary; the dedicated services of professional Greensky staff; all baggage handling during the AirCruise; airport and passenger taxes and fees ordinarily collected by air carriers and hotels for the Itinerary. Complimentary drinks including an elegant premium wine list from the SkyeCellar (subject to availability), and Michelin-level cuisine prepared by an executive chef are included aboard the AirCruise aircraft. Selected beverages are available at all planned land-based special events, cocktail

parties, lunches and dinners. Complimentary in-flight entertainment including global WiFi, Bose® Noise Cancelling headphones, interactive monitors with live TV, use of iPads, on-demand programming and music library are also included onboard. Gratuities to local guides, drivers, porters, and wait staff are included. (Any gratuities for extraordinary service or assistance are not included and are at your discretion.) Travel dates and cities, the name, location and length of stay at each hotel, and other ground accommodations and services are set forth in the Itinerary, which is a part of this Agreement.

4. Fare Exclusions: The price of the AirCruise does not include air travel or other transportation of persons, baggage or other property between your home city and the AirCruise departure and return city(ies) shown on the Itinerary; any accident, baggage, cancellation, health or other insurance you may elect to purchase; passport and visa fees (including visa fees that are charged by some foreign governments at the airport upon arrival into the respective country); personal expenses such as laundry, communications (including but not limited to onboard satellite phone usage), medications and the like; all beverages not listed in Fare Inclusions; any meals not scheduled by Greensky; hotel minibar charges and any individual hotel services such as spa treatments and golf greens fees and equipment rental, unless otherwise noted. Any optional side trips, excursions and personal activity options are not included in the AirCruise price. Inoculations and medication costs of any kind are not included. Any gratuities for extraordinary service or assistance are not included and are at your discretion. The price also excludes credit card surcharges that may be applicable on your payment made with credit card.

Due to unforeseen world events (including but not limited to war, civil war and terrorism), natural disasters, weather, or other circumstances beyond the control of Greensky or circumstances which cannot be reasonably foreseen or provided against with reasonable diligence by Greensky, Greensky reserves the right to make such changes to aircraft, Itinerary, accommodations, prearranged tours and other activities as may be necessary at any time to optimize the participant experience. Except for Major Changes as described in Paragraph 10 below, no refund will be made for such changes or for any accommodations or services that you voluntarily elect not to use. Please note that certain destination activities may have participation limits and can sell out. Therefore, destination activities and excursions are offered and reserved on a first-come, first-served basis. Other tours may require advance booking, and last minute changes cannot be accommodated due to factors over which Greensky has no control.

5. Airfare to/from AirCruise Departure and Return Cities: At your request, Greensky is able to coordinate and book flights between your home city and the departure and return city(ies) for your Itinerary. Please ask for details. This service comes at additional cost not included in the AirCruise price.

6. **International Flights:** Comlux Aruba N.V., supplies air transportation subject to applicable laws, regulations and international agreements governing air transportation, and its performance of each flight is subject to issuance of such approvals, clearances, permits and operating authorities as may be required by any government, governmental agency or airport authority for the operation of such flight. If the air carrier cannot obtain these rights for any flight leg of the AirCruise, that flight leg will be canceled and alternative arrangements will be implemented by Greensky. Except for Major Changes as described in Paragraph 10 below, no refund will be made for such changes.

7. **Travel Advisories and Warnings:** Each participant bears responsibility to keep himself or herself informed of current travel advisories, alerts or warnings by referring to the (1) Hong Kong Government's travel website at www.sb.gov.hk/eng/ota/; and also (2) the official government travel alert notice or announcement from the country/ region the passport you will use for the AirCruise journey is issued. Should a participant elect to travel on a Greensky journey despite the then- government travel advisory, alert or warning against travel to a destination or location included on the Itinerary, the participant assumes all risk of personal injury, death or property loss or damage that may arise out of events of the type advised or warned against.

While the safety of each participant is Greensky's utmost priority, each participant is expected to be aware that both the accommodations (including camps) and the participants in certain part of the land tours may be in close proximity to wild animals whose behaviour can be unpredictable and potentially dangerous. **Each participant is expected to be watchful with their behaviour and shall strictly follow the instructions of the guides at all times.**

8. **Air Transportation:** Greensky flights are operated by Comlux Aruba N.V. using custom-equipped Boeing 777-200LR widebody aircraft configured with 86 seat capacity with lie-flat seats. Greensky and Comlux Aruba N.V. reserve the right to substitute another duly-licensed air carrier and/or to change the aircraft type, capacity and routing, and do not guarantee nonstop service on all legs of the trip. No refund will be provided for such substitutions or changes. Additionally, and subject to the provisions of Paragraph 10 of this contract governing Major Changes, Greensky reserves the right to change the form of service from charter flight to scheduled or non-scheduled flight and vice versa. Travel documents issued by Greensky or Comlux Aruba N.V. are neither endorsable to other carriers nor usable on other routes of the same carrier. Flight dates and times are not guaranteed. Smoking is prohibited at all times on all flights, including all tobacco products and the use of electronic cigarettes. Lithium battery operated devices, including but not limited to electronic cigarettes, mobile phones, and laptop and tablet computers, may not be included in checked baggage but may be included in carry-on baggage or on one's person. Any spare batteries must be insulated from one other.

9. Flight Check-In and Security Screening: Please refer to the Itinerary for check-in information. Passengers should present themselves **for check-in at least two (2) hours prior to scheduled departure time unless notified otherwise. If you are not present at the boarding area at least forty-five (45) minutes prior to scheduled departure you will be considered a “no-show” and the flight may depart without you.** In such event, neither Greensky nor Comlux Aruba N.V. (or other air carrier) shall be responsible or liable for your transportation. Please refer to Paragraph 11 below for additional information on no-shows. Passengers are subject to search of their person and search or inspection of their property, including checked baggage, in accordance with security screening procedures, which can include an electronic detector with or without the participant's consent or knowledge. Any participant who does not consent to a search of his or her person or property will be refused transportation, and neither Greensky nor Comlux Aruba N.V. (or other air carrier) will be liable for any inconvenience, delay, loss, damage, injury or refund to that participant.

10. Cancellations by Greensky, Price Terms, Major Changes and Force Majeure: Greensky does its best to operate all AirCruise journeys, but occasionally operational circumstances and program aspects are outside of our control, and as such, we reserve the right to cancel a journey at any time and for any reason, subject to the provisions explained in this Paragraph 10.

Should a journey be cancelled or unable to operate, we will inform you in writing as soon as possible about the cancellation before the scheduled departure date. A full refund will be made within fourteen (14) days after such cancellation.

If Greensky makes a pre-departure Major Change to a trip, you may cancel your reservation within seven (7) days after receiving notification of the Major Change, but in no event later than departure, and you will receive a full refund within fourteen (14) days after cancelling. Only the following constitute “Major Changes”: (i) a change in the departure or return date unless the change results from a flight delay experienced by the air carrier, although a delay of longer than forty-eight (48) hours will always be considered a major change; (ii) a change in the origin or destination city for any flight leg, unless the change affects only the order in which cities named in a tour package are visited; (iii) if the Itinerary includes hotel accommodations, a substitution of any hotel not named in the Itinerary; or (iv) a price increase of more than ten (10) percent occurring ten (10) or more days before departure. If a Major Change occurs, Greensky will notify you as soon as possible after learning of the change.

If a Major Change which you are unwilling to accept occurs after departure of your initial flight, Greensky will refund (except in the case where such Major Change has been caused by force majeure), within fourteen (14) days after your scheduled return day, the portion of your payment which applies to the service or services not provided.

If a Major Change or if any change or cancellation of any part of the journey (after the journey has commenced) has been caused by or is otherwise in relation to a force majeure event, Greensky will not be liable to you for any loss or damage (whether economic, consequential or otherwise) nor will any portion of your payment you have made for the AirCruise be refunded.

Force majeure are events which are beyond the control of Greensky or events which cannot be reasonably foreseen or provided against with reasonable diligence by Greensky, including but not limited to acts of God or public enemy, war, civil war, warlike events, terrorism, infringement of a country's neutrality, sabotage, hijacking, insurrections or riots, requisition, confiscation, expropriation, seizure, fires, explosions, natural disasters, weather conditions, epidemics or quarantine restrictions, compliance with applicable law, regulations or orders, any act of any third party, any act of government, governmental priorities, strikes or labour troubles, general hindrance in transportation, serious accidents, technical reasons, failure of a sub-contractor or supplier to furnish services or parts, failure of a participant to perform its obligations under this Agreement, or in the opinion of Greensky's personnel, when the safety of the passengers or of the crew or staff can be reasonably assessed to be in danger.

11. Passenger Cancellations, Changes of Dates, and Refunds: Except in situations as stated in Paragraph 10, you will not receive any refund of deposit and/or payment if you cancel or change the dates of your reservation. A date change by you is considered a cancellation of the originally-booked trip.

Passengers not present in the boarding area at time of flight departure (no-show passengers) will receive no refund.

Exception to cancellation charges: If a cancelling participant or Greensky provides a substitute participant who takes over and pays for the entirety of a cancelled reservation, the cancelling participant shall be entitled to a full refund minus a US\$1,000 (One Thousand US Dollars) administrative fee. Greensky shall not be deemed to have provided a substitute participant until the full capacity of the applicable AirCruise has initially been sold out. Name-change requests will be honored provided there is no other change to the reservation; a US\$1,000 (One Thousand US Dollars) administrative fee will apply. Cancellations and change requests should be made by contacting Greensky at the following number(s) and/or email address(es):

Telephone numbers:

China	+(86) 400 800 0348
Hong Kong	+(852) 2378 5760

Kuala Lumpur +(603) 2382 5760
Taiwan +(886) 2 2547 5760
Singapore +(65) 6822 5760

Email:

asiacharterinquiries@crystalcruises.com for English enquiries
cn.asiacharterinquiries@crystalcruises.com for Chinese enquiries

Notices to Greensky are effective upon actual receipt by Greensky, and notices for substitute participant(s) and name-change must be received no later than Greensky 14 days prior to scheduled date of departure. Refunds, where applicable, will be made within 14 days after the date of cancellation.

12. Leaving an AirCruise in Progress: If for any reason whatsoever, a participant should decide or need to leave an AirCruise in progress, no refund will be made for any unused portion of the AirCruise. Except as otherwise required by applicable laws or regulations, if at any time during an AirCruise, Greensky determines that a participant's physical condition or behavior compromises the safe, secure and efficient operation of the AirCruise, or the safety and/or overall enjoyment of other AirCruise participants, Greensky reserves the right to take all necessary measures to discontinue the behaviour and to remove the participant in its reasonable discretion, including if the participant is believed to pose a safety risk to himself or herself. Should a participant be removed from the AirCruise, and unless other arrangements are made, the participant will not be entitled to a refund or any compensation, including any refund for any unused portions of the journey. The removed party will be solely responsible for any liabilities, costs and expenses resulting from such removal. Regardless of the reason (whether voluntary or involuntary) for which a participant leaves an AirCruise in progress, no costs related to alternate air transportation, lodging, visas, insurance, or any other matter will be borne by Greensky.

13. Baggage Allowance and Restrictions: Free baggage allowance per participant is three checked bags not exceeding 70 lbs./32 kg per bag, plus one carry-on bag not exceeding 45 in/118 cm in combined dimensions (length plus width plus height) per bag, and one personal item such as a purse, briefcase or laptop computer. **Please note: Local-service flights that may be included in the Itinerary have more restrictive baggage limitations (e.g. smaller aircraft to islands like Bora Bora or bush planes in Africa); inquire of Greensky for details.** In the case of a participant with a disability, the free baggage allowance includes, in addition to the above, the participant's mobility aid and/or other disability-related device(s). For all participants, vital medicines including insulin, pills, and other medications may not be included in checked baggage and must be hand-carried by the participant. Neither Greensky nor the air carrier will be liable or responsible for any medical complications or expenses incurred by a participant as a result of medications being included in participant's checked baggage and not available while in transit or thereafter. Any

overweight or oversized luggage (larger than suitcase size) will be carried, if at all, subject to weight and space restrictions and additional charges by the air carrier. The air carrier will accept as baggage only such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger on his or her trip. The air carrier will accept cloth, canvas, vinyl and other soft-sided bags as checked baggage but accepts no responsibility or liability for damage to such baggage or its contents, except as required by applicable laws or regulations. The air carrier will refuse to accept the following articles for transportation unless advance written arrangements have been made with and accepted by the carrier: firearms and ammunition; any liquids in baggage or otherwise; live animals. Under no circumstances will the air carrier accept for transportation in checked or hand-carried baggage or as cargo, nor may any passenger bring aboard the aircraft, any article constituting or containing a hazardous material. For this purpose, hazardous material (also known as HAZMAT, Dangerous Goods and DG) is defined as any article or substance the transportation of which by air is prohibited, restricted or otherwise affected by any rule or regulation of the Hong Kong Civil Aviation Department or the International Civil Aviation Organization.

14. Air Carrier Liability: In accordance with the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, Canada on May 28, 1999 (the Montreal Convention), the air carrier's liability for loss, damage or delay of baggage shall be limited to 1,000 Special Drawing Rights per passenger. The air carrier must be notified of all baggage claims promptly upon discovery of the claim. The air carrier assumes liability only for baggage actually received by a representative of the air carrier from the individual passenger at airport check-in. Except as required by applicable laws or regulations, the air carrier will not be responsible or liable for injury or loss resulting from the theft, loss, damage to or delay of valuables included in the passenger's checked baggage, including but not limited to money, negotiable papers, securities, vital medicines, jewelry, silverware, precious metals, sporting equipment, cameras, lenses, radios, electronic equipment or other similar valuables. With respect to passengers on an international journey to, from, or with an agreed stopping place in Hong Kong/ Macau, the Montreal Convention and special contracts of carriage provide that the liability of the air carrier, in the event of death of or personal injury to a passenger, is limited, in most cases, to proven damages not to exceed 100,000 Special Drawing Rights per passenger, and that this liability, up to such limit, shall not depend on negligence on the part of the carrier. Information on the current value of a Special Drawing Right is available at www.imf.org. To the maximum extent permitted by law, no action shall be commenced for loss of, damage to or delay in delivery of baggage or on any other claim including personal injury or death arising out of, or in connection with, air transportation, or for failure to transport any passenger or baggage, unless notice of the claim is presented to the air carrier within seven (7) days from receipt of baggage in the case of a claim for baggage damage, and within twenty-one (21) days from receipt of baggage in the case of a claim for delay; or four (4) hours of the flight arrival time at the destination city in the case of a claim for lost baggage; or seven (7) days after the alleged occurrence in the case

of a claim for personal injury. Further, to the maximum extent permitted by law, in the case of damage or loss of baggage, or personal injury or death, an action for recovery of damages shall be barred unless such action is commenced within two (2) years after the alleged occurrence.

15. Responsibility: Greensky is the principal and is responsible for making arrangements to provide the services included in the trip. In all cases, air transportation is subject to the terms and conditions of the respective carrier's applicable tariff and/or contract of carriage; in the case of scheduled airline service, refer to the air transportation ticket or equivalent document for conditions of contract and notice of incorporated terms, and inquire of the airline for additional details. Airlines and other travel suppliers are not agents or employees of Greensky, but are independent contractors over whom Greensky does not have control. Accordingly, you hereby agree that, except as otherwise provided herein, **Greensky is not responsible or liable for any loss, injury, expense, damage to property or personal sickness, injury or death which results directly or indirectly from (a) an act or omission of any air carrier or other travel supplier, or (b) any other cause or act, of whatsoever nature, beyond the control of Greensky.** Any deviation from the trip that you initiate is solely your responsibility.

16. Passenger Identification: Before boarding, you must present a valid passport with an expiration date at least six (6) months after your scheduled return date; the name shown in the passport should match your name as it appears on the AirCruise reservation list. One or more visas may be required as well, depending on the participant's nationality and the destinations of the trip. Each participant is responsible for obtaining all necessary travel documents (passport, visa, tourist card, immunization certificate and any other documents as required) and for complying with the laws of each country from, through or to which he/she receives transportation. **Failure of a passenger to possess a valid unexpired passport and any required visas or other travel documents will result in denial of boarding with no refund.**

17. Aircraft Seat Assignments: Greensky will endeavor to honor seat assignment requests on a first come, first served basis, subject to availability. However seat assignments are not guaranteed and there may be occasions when Greensky or the air carrier will need to assign or reallocate seats based on operational need.

18. Notices: All communications should be made by contacting Greensky at the following number(s) and/or email address(es):

Telephone numbers:

China	+(86) 400 800 0348
Hong Kong	+(852) 2378 5760
Kuala Lumpur	+(603) 2382 5760

Taiwan + (886) 2 2547 5760
Singapore + (65) 6822 5760

Email:

asiacharterinquiries@crystalcruises.com for English enquiries
cn.asiacharterinquiries@crystalcruises.com for Chinese enquiries

Notices to Greensky are effective upon actual receipt by Greensky.

19. Age Requirements: Due to the nature of the AirCruise journey, **children not reaching 12 years of age at the commencement of the AirCruise journey will be refused permission to boarding and Greensky shall have no liability whatsoever for any consequences of such refusal. Greensky will at its sole discretion decide, if a passenger between 12 to 18 years of age (“Minor”) at the commencement of the AirCruise journey will be given permission to board** and if so, the conditions to be posed (including but not limited to accompaniment by a passenger 18 years or older (“Accompanying Adult”). The Accompanying Adult expressly agrees to be responsible for the safety, conduct and behavior of the Minor throughout the AirCruise (in particular, when in close proximity to wild animals on land tour); for accommodation, the Accompanying Adult must occupy either the same room or a room connecting with the Minor’s room. The Accompanying Adult’s responsibility includes, but is not limited to, preventing the purchase or consumption of alcohol or other activities with a legal age minimum requirement by the Minor, ensuring compliance with and preventing the violation of any rules of the AirCruise by the Minor and liable to Greensky in respect of all liabilities and amounts payable in respect of the Minor in accordance with this Passenger Agreement. If the Accompanying Adult is not the parent or legal guardian of the Minor then a notarized parental/guardian's consent letter that authorizes the Minor’s travel and medical treatment of the Minor in case of an emergency must be delivered to the Carrier at the following email addresses **at least 14 days prior to boarding.**

Email:

asiacharterinquiries@crystalcruises.com for English
cn.asiacharterinquiries@crystalcruises.com for Chinese

If there are any questions, passengers can call any of the numbers as noted in Paragraph 18 above.

Failure to produce such documentation at boarding may result in boarding being denied with no refund or compensation provided. **Passengers must be 18 years or older to consume alcohol.**

20. Health Requirements: An AirCruise is an active journey, and, as such, each prospective participant should make a realistic assessment of his or her physical

capabilities and health prior to deciding whether to purchase the trip. Because each participant will be part of an extended group of travellers, all participants are expected to be in active good health to help ensure the experience is enjoyable not only for oneself, but for all other participants as well. Participants should be able to walk and climb stairs in many locations, including but not limited to boarding the AirCruise aircraft and small local-service aircraft used as necessary to reach certain destinations. Participants must also be prepared to experience the unique customs and traditions of new cultures with tolerance and grace. Greensky highly recommends visiting your personal physician for a check-up in advance of your journey to discuss your ability to participate in this type of travel, as well as such inoculations or other medical preparation as may be appropriate to the Itinerary. In some instances, your physician's approval may be required to visit certain destinations and/or to participate in certain activities. If so, a form will be sent to you for your physician to complete and sign. Greensky will be prepared to arrange for an alternative experience or activity in the event your physician recommends it; any additional costs associated with these special arrangements will be the participant's responsibility. Malaria and other diseases may be present in some of the countries visited. Please consult your physician and the Hong Kong Health Department for the latest recommendations on specific health precautions for the areas you will visit on your Itinerary. **Any condition requiring special attention, diet, or treatment must be reported in writing when making your reservation.** While Greensky will make every reasonable effort to accommodate participants with special needs, in light of the foreign destinations and locations AirCruise itineraries visit, many of which are remote and unimproved, Greensky cannot offer assurance of an ability to accommodate wheelchairs. In the event a participant requires extra assistance, the use of a cane or walking stick, or movement at a slower pace, Greensky will, at the discretion of its staff, arrange for alternate touring options in each destination. Any additional costs associated with these special arrangements will be the participant's responsibility. Participants are welcome to forgo any of the scheduled sightseeing or other activities if they are so inclined, although no refund will be provided.

Passenger acknowledges that medical care inflight may be limited or delayed and the AirCruise may travel to destinations where medical care is limited or unavailable, and that the aircraft may or may not carry a physician or other medical personnel at the election of Greensky. While every reasonable care is taken to provide medical attention to the passenger inflight, such medical attention and/or facility found inflight cannot be considered as full medical facilities as found in a general hospital. **The medical facilities (if provided) are provided as an emergency and first aid function only.**

21. **Insurance:** Trip cancellation, health, and accident insurance is available for purchase by participants and is strongly recommended. Details of this insurance will be sent to you upon request.

22. Personal Data: Greensky may use personal information that you provide and Greensky collects, for the purposes of providing all any related services and facilities required for the Crystal AirCruise; accounting and billing; verifying credit or other payment cards; immigration and customs control; safety, security, health, administrative and legal purposes; marketing analysis, operating loyalty programmes; systems development; customer relations; and direct marketing and market research (which we will only do at your request or with your consent or if we give you the opportunity to opt out). For these purposes, you authorise us to retain and use such data as long as it is needed to perform these tasks and to transmit it to our own offices, authorized agents, government agencies, other carriers or the providers of the above-mentioned services. You may be required, by government regulations, to provide specific personal data or information to us, including information to enable us to notify family members in the event of an emergency and other purposes associated with your carriage. Greensky shall not be liable to you for any loss or expense incurred due to Greensky's use or transmission of any personal data provided to us unless the loss or expense was due to Greensky's gross negligence. Greensky may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.

23. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("HKSAR"). Greensky and Participant agree that this Agreement shall be enforceable exclusively in the courts of HKSAR. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law; however, acceptance of a refund furnished under this contract shall constitute a waiver of such other rights and remedies.

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