

## **Disney Cruise Line Cancellation Policy**

**DEPOSITS FOR ALL STATEROOMS ON THE MAIDEN VOYAGE OF THE DISNEY FANTASY SHIP, SAILING ON MARCH 31, 2012, ARE NONREFUNDABLE.**

### **Cruise Contract**

Your ticket is the Cruise Contract (available at [www.disneycruise.com/cruisecontract](http://www.disneycruise.com/cruisecontract)). The forms needed for your vacation can be completed online by registering and logging into [disneycruise.com](http://disneycruise.com) and selecting My Disney Cruise or you will receive this package within 28 days of sailing. Carefully read your Cruise Contract, as it contains important terms and conditions which govern your cruise vacation and affect your legal rights. It must be signed by all Guests upon check-in at a **Walt Disney World®** hotel or prior to embarkation at the **Disney Cruise Line®** Terminal. In the event of conflict between the terms and conditions contained in the Cruise Contract, these Terms and Conditions, the terms of any **Disney Cruise Line** advertisement or offer, and the oral or written representations of any **Disney Cruise Line** representative, the terms and conditions contained in the Cruise Contract shall control.

### **Minors**

Minors under the age of 18 not traveling with a parent or legal guardian must be accompanied by an adult 21 years of age or older in the same stateroom. The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over the minor and to contract on their behalf in connection with the **Disney Cruise Line** vacation. A minor authorization form can be obtained by visiting [disneycruise.com](http://disneycruise.com) and selecting My Disney Cruise or is sent when a document package is mailed. The form must be signed by a parent or legal guardian prior to embarkation at the **Disney Cruise Line** Terminal. After 9:00 p.m. Beat Street and Route 66 are restricted to Guests 18 years and older.

### **Baggage, Valuables and Other Possessions**

Each Guest may bring aboard the ship a reasonable amount of clothing and personal effects without charge, not to exceed two bags per person. All Guest baggage must be stored in the Guest's stateroom and must be labeled with the **Disney Cruise Line** baggage tag. Dangerous or illegal articles such as weapons, explosives, oxygen, combustible substances or nonprescription controlled substances may not be brought to the **Walt Disney World** Resort or taken aboard the ship. Any such items shall be surrendered to the Master of the vessel at embarkation, and may be disposed of at the sole discretion of the Master. You should retain valuables such as cash, negotiable securities or other financial instruments, gold, silverware, jewelry, ornaments, works of art, photographic/video/audio equipment or supplies, laptop computers, cellular phones or other valuables in your personal control as **Disney Cruise Line** is not responsible for damage to or loss of these items.

### **Deposit/Payment Information**

A deposit is required to confirm a reservation. Deposit amount will be determined at time of booking. Vacation and cruise packages are subject to cancellation if full deposit is not received in our office within the option period specified at time of booking. Final payment in the form of a check or credit card (Visa®, MasterCard®, American Express®, Discover® Card, Diners Club®, Japanese Credit Bureau or Disney's Visa® Credit Card) must be received on the date

determined at the time of booking. Payment policy for group travel may vary. Please contact your Travel Agent for complete details.

Failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the automatic cancellation of pending reservations.

For payments by U.S. Postal Service send to:

**Disney Cruise Line**  
**PO Box 277763**  
**Atlanta, GA 30384-7763**

For payments by services such as Federal Express®, Airborne®, or UPS® send to:

**Disney Cruise Line**  
**Bank of America Lockbox Services**  
**Lockbox 277763**  
**6000 Feldwood Road**  
**College Park, GA 30349**  
**407-566-3500**

### **Cancellations/Refunds**

Cancellations may be made by telephone or in writing. Changes to the vacation commencement date or changes of guest names will be considered cancellations. For cancellations, amounts paid, minus cancellation fees and other amounts owed, will be promptly refunded. No refunds will be made in the event of interruption or cancellation by the Guest after vacation commencement date. All appropriate refunds will be made directly to the Guest's credit card account or through the Guest's Travel Agent if the reservation is made through a Travel Agent. Disney Cruise Line is not responsible for the receipt of refund monies by Guests from their Travel Agents. When applicable, monies are refunded based on exchange rates at the time of cancellation, not the exchange rate at the time of payment. All travel documents including airline tickets must be returned before refund processing can begin. Certain Travel Agents may withhold an agency cancellation fee. **Disney Cruise Line** reserves the right to restrict any changes to a reservation. All changes are subject to availability. Please note that changes made to overall party size may result in a change to the rate. For your peace of mind, we recommend the purchase of the Vacation Protection Plan. **Premiums for the Vacation Protection Plan must be paid by the final payment due date, and the Vacation protection Plan is not effective until final vacation payment is made.**

Cruise Cancellation Fees:

CATEGORIES WITH RESTRICTIONS: Reservations for Inside, Outside or Verandah Categories with Restrictions are NON\_REFUNDABLE and NON\_TRANSFERABLE. A 100% cruise cancellation fee applies from time of payment.

### **Cruises Less Than 10 days where Embark or Debark is U.S. Port**

Days prior to Vacation	Fee Amount
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## Commencement Date

45 days or more	Deposit per Guest for Suites/Concierge staterooms and all staterooms on Disney Fantasy March 31, 2012 sailing
74-45 days	Deposit per Guest for Non-Suites/Concierge rooms, except all staterooms on Disney Fantasy March 31, 2012 sailing
44-30 days	50% of vacation price per Guest
29 to 15 days	75% of vacation price per Guest
14 days or less	100% of vacation price per Guest

## **Cruises of 10 days or More and Cruises Less Than 10 days where Embark and Debark is non-U.S. Port**

Days prior to Vacation Commencement Date	Fee Amount
45 days or more	Deposit per Guest for Suites/Concierge staterooms
89-45 days	Deposit per Guest for Non-Suites/Concierge rooms
44-30 days	50% of vacation price per Guest
29-15 days	75% of vacation price per Guest
14 days or less	100% of vacation price per Guest

For reservations made prior to January 19, 2011, the cancellation fees assessed will be based on the cancellation fees listed on the original confirmation unless the sailing date or vacation package is modified.

### **Air Cancellation Fees:**

Any changes or cancellations to your *Disney Cruise Line* air arrangements (including, but not limited to, sail date/air travel date changes and name changes/corrections), will result in cancellation fees assessed as follows:

### **Domestic Air Cancellation Fees**

Days prior to Vacation Commencement Date	Fee Amount
74 to 45 days	10% of the air supplement per Guest
44 to 31 days	50% of the air supplement per Guest
30 to 0 days	100% of the air supplement per Guest

### **International Air Cancellation Fees**

Days prior to Vacation Commencement Date	Fee Amount
89 to 45 days	50% of the air supplement per Guest
44 to 0 days	100% of the air supplement per Guest

Domestic air cancellation fees apply for sailings where both the embark and debark port are in North America. International air cancellation fees apply for all other sailing itineraries.

### **Hotel Cancellation Fees**

A cancellation fee in the amount of the total hotel cost for all nights reserved will be assessed if a hotel reservation outside of Orlando is cancelled 14 days or less prior to arrival date. A cancellation fee will be assessed if a hotel reservation in Orlando is cancelled 4 days or less prior to arrival date. Please contact *Disney Cruise Line* for details.

### **Service Fees**

Changes to a reservation may result in a per Guest service fee. Please consult your Travel Agent or Disney Cruise Line for further details.

### **Claims/Notice Requirements/Time Limits**

No claim for delay, detention, personal injury, illness, emotional distress or death of a Guest, or for loss of or damage to any property of a Guest, may be brought against **Disney Cruise Line** unless written notice of such claim is provided to **Disney Cruise Line** within six (6) months after the date of the event upon which such claim is based (within 30 days after the termination of the cruise for a claim of property loss or damage); and no legal action may be brought against **Disney Cruise Line** for delay, detention, personal injury, illness, emotional distress or death of a Guest, or for loss of or damage to any property of a Guest, unless such legal action shall be commenced within one (1) year after the date of the event upon which such claim is based (within one (1) year after the termination of the cruise for a claim for property loss or damage), and legal process relating to such action is served on **Disney Cruise Line** within 120 days after filing, notwithstanding any provision of law of any state, territory, possession or country to the contrary. All legal actions arising out of or relating to a **Disney Cruise Line** vacation shall be brought, if at all, and maintained exclusively in and before any court of competent jurisdiction located in Brevard County, Florida, U.S.A., or the United States District Court, Middle District

of Florida, Orlando Division, to the exclusion of courts located in any other county, state, country, territory or possession whatsoever. The only exception to this choice of forum is when and if **Disney Cruise Line** asserts a petition for exoneration from or limitation of liability. **Disney Cruise Line** liability for loss of or damage to property of any Guest is limited to the amount of \$300 per Guest per voyage, unless upon embarkation a Guest declares the true value of the property in writing and pays 5% of the true value declared in excess of \$300 to **Disney Cruise Line**, in which case **Disney Cruise Line** liability will be limited to the true value declared not to exceed \$5,000. All settlements will be made based on actual cash value (replacement cost, less depreciation) up to the U.S. \$300/\$5,000 limits to **Disney Cruise Line** liability. Losses due to ordinary wear and tear, perils of the sea and acts of God are not reimbursable. **Disney Cruise Line** provides an in-room safe for your convenience; however, **Disney Cruise Line** shall in no event be liable for the loss of or damage to cash, negotiable securities, gold, silverware, jewelry, ornaments, works of art, photographic/video/audio equipment or supplies, laptop computers, cellular phones or other valuables unless the same have been deposited with the Master or other designated representative who issued a written receipt therefor. In the event of such deposit, **Disney Cruise Line** liability for loss or damage thereof shall be limited as otherwise provided in this paragraph. Additional coverage may be purchased through the Vacation Protection Plan which is provided through World Access Service Corporation.

#### **Walt Disney World Resort Check-In; Ship Embarkation**

Check-in time for **Walt Disney World**® Resort hotels is normally after 4:00 p.m. For Guests arriving early, luggage arrangements can be made so Guests can visit Theme Parks or enjoy Resort amenities. It is recommended that necessary items including: proof of citizenship, valuables, medications (in their original containers) and any other personal items or other items required for check-in or embarkation be packed in your day bag. **Walt Disney World** Resort check-out time is normally before 11:00 a.m. Ship's embarkation begins at 1:00 p.m. Guests are required to be on board the ship at least one hour before scheduled sailing time.

#### **Included in Vacation Fare**

Cruise vacation fares include shipboard accommodations on a per-Guest basis, and all meals and entertainment as provided on board the vessel. For parties reserving a suite for more than 5 Guests, an additional **Walt Disney World** Resort hotel room will be required at additional cost.

#### **Excluded from Vacation Fare**

The Resort portion of the fare does not include meals, beverages, or any other item of a personal nature. The cruise portion of the fare does not include shore excursions, sightseeing or meals ashore in the ports of call, gratuities, alcoholic beverages, soft drinks, bottled water, laundry or valet services, or any other items not specifically included. The fare also does not include airfare, ground or baggage transfers, fuel supplements or Government Taxes and Fees, which consist of all taxes and fees imposed by U.S. and foreign governmental and quasi-governmental authorities, including without limitation U.S. Customs and Immigration fees, ship passengers international departure tax, airport passenger facility charge, flight segment fees, international arrival and departure taxes, and sales, use and excise taxes.

### **Cruise Health Considerations**

By boarding the **Disney Cruise Line**® cruise ship, Guests represent themselves as physically and otherwise fit to travel. If you have a medical condition which requires you to take prescription medication or may require you to obtain medical care during the course of your cruise vacation, please consult with your personal physician prior to traveling. For your convenience, a physician and nurse are on call 24 hours a day to provide basic medical services. The physician and nurse are not employees or representatives of **Disney Cruise Line** and will charge their prevailing fees for services provided at your request. Decisions regarding medical care and treatment are personal and confidential and as such are strictly between the Guest and physician and nurse. **Disney Cruise Line** is not liable for any death, personal injury, illness or emotional distress caused by reason of any treatment, diagnosis, advice, examination, prescription or other service provided by such medical personnel or by the failure of such medical personnel to provide any treatment, diagnosis, advice, examination, prescription or other service. The ship's Master has the right at any time to require any Guest to disembark for medical reasons, and compliance is mandatory. For your peace of mind, we recommend the purchase of the Vacation Protection Plan. **Premiums for the Vacation Protection Plan must be paid by the final payment due date, and the Vacation Protection Plan is not effective until final vacation payment is made.**

### **Holiday Shopping**

Retail establishments in destination ports may be closed for certain holidays.

### **Right to Change Itinerary/Detention**

**Disney Cruise Line** may in its sole discretion and without prior notice change, substitute, postpone, cancel or deviate from any scheduled sailing, itinerary or call at any port, and may substitute another vessel for the ship, and shall not be liable for any loss or damage incurred by a Guest as a result of any such change, substitution, postponement, cancellation or deviation. The Guest shall pay any and all expenses incurred if a Guest is detained on board ship or elsewhere at any stage of a voyage because of quarantine, port regulations, prevailing applicable law, illness or other cause.

### **Passenger Services Act**

The United States Passenger Services Act requires does not allow Guests to board in our first Western Caribbean port of call, Key West.

### **Group Travel**

Policies for group travel may vary. Please contact your Travel Agent for specifics.

### **Pets**

No animals are allowed on board the ships except for service animals.

### **Refusal of Passage**

**Disney Cruise Line** may refuse to transport or may disembark at any port any Guest who may be suffering from a contagious or infectious disease, ill health or whose presence in the opinion of the Master may be detrimental to the comfort or safety of other Guests or the crew, or who, in the Master's opinion, might be excluded from landing at destination by Immigration or other

governmental authorities. In such cases the Guest shall not be entitled to any refund of fare or compensation whatsoever. **Women who have entered their 24th week of pregnancy as of their embarkation date will be refused passage due to safety concerns. Neither a physician's medical statement nor a waiver of liability will be accepted. In addition, Disney Cruise Line cannot be held responsible or liable for any complications relating to pregnancy at any stage. Infants under 12 weeks old will not be allowed to travel aboard Disney Cruise Line ships.**

### **Stateroom Occupancy**

Occupancy of stateroom on board the ships is limited to the number of berths in that stateroom. **Disney Cruise Line** reserves the right to limit the number of berths and single staterooms sold.

### **Ships' Registry**

Ships' Registry: The Bahamas.

### **Transfer Information**

For Guests who purchase the **Disney Cruise Line** Air Program, ground and baggage transfers are included in your vacation package to and from the port of embarkation and the airport closest to the port of embarkation. Guests who make their own air arrangements may purchase ground and baggage transfers from **Disney Cruise Line**, which transfers include transportation between the port of embarkation and the airport closest to the port of embarkation. Please note that those Guests who do not purchase the **Disney Cruise Line** Air Program or ground transfers from **Disney Cruise Line** are responsible for all ground and baggage transportation to and from the airport, the port of embarkation and their hotel, if applicable. We recommend that you allow a minimum of four hours at the beginning and end of your cruise for travel time, customs clearances and security checks at the port of embarkation and the airport.

### **Travel Agents**

We invite you to visit your local Travel Agent to make your **Disney Cruise Line** reservation. Travel agencies are not owned or operated by **Disney Cruise Line** and act on the Guest's behalf in arranging vacations.

### **Terms Subject to Change**

**Disney Cruise Line** reserves the right to change all prices and other terms and conditions which appear on this website without prior notice. Price changes will not affect bookings with timely final payment, except where the increase results from increases in Government Taxes and Fees.

### **Single Occupancy Rates**

Single occupancy fares are available upon request, subject to availability. Guests booking non-suites/concierge categories will be charged 175% of the package price. Guests booking suites/concierge categories will be charged 200% of the package price.

### **Smoking/Non-Smoking Policy**

For the comfort and enjoyment of our Guests, **Disney Cruise Line®** cruise ships have been primarily designated as non-smoking ships. However, it is recognized that some of our Guests smoke. To provide an onboard atmosphere that also satisfies smokers, designated smoking areas

include many of the lounges, portions of open-air decks and private verandahs. **Disney Cruise Line** requests that all Guests observe the non-smoking areas and refrain from smoking pipes and/or cigars in any of the public areas. These requests are to provide a comfortable shipboard living atmosphere for everyone.

### **Vacation Providers**

Magical Cruise Company, Limited (doing business as **Disney Cruise Line** - Registered Office: 3 Queen Caroline Street, Hammersmith, London, W6 9PE, England) and DCL Island Development, Ltd. are each separate entities and are indirect subsidiaries of The Walt Disney Company. Magical Cruise Company, Limited is the operator of the **Disney Cruise Line**® cruise ships. DCL Island Development, Ltd. is the operator and provider of facilities on Disney's **Castaway Cay**. All arrangements made for or by Guests for: (a) air or ground transportation or travel; (b) shore excursions; (c) tours; (d) theme parks; (e) hotels; (f) restaurants; or (g) other similar activities or services, are made solely for Guests' convenience and are at Guests' risk. The providers of such activities and services are independent contractors and are not acting as agents or representatives of Magical Cruise Company, Limited. The identity of the providers of such activities and services is available upon request from the shore excursion manager. Magical Cruise Company, Limited shall not be liable or responsible in any way for any death, personal injury, illness or emotional distress occasioned by any Guest, or for loss of or damage to any Guest's property, which arises by reason of any act or omission by providers of air or ground transportation, shore excursions, tours, restaurants, hotels, theme parks or other similar services or activities. The liability of the provider of such accommodations, services and activities may be governed by and determined in accordance with limitations contained in applicable tariffs, laws, conventions or contracts governing a Guest's relationship with such provider. All concessionaires and their employees operating on the **Disney Cruise Line**® cruise ships, including without limitation the fitness center, spa, hair salon, laundry, internet cafe and photo shop are independent contractors and Magical Cruise Company, Limited is not responsible for any such parties' acts or omissions in providing any goods or services to Guests.

### **Perishables**

Coolers are not permitted except if needed for medications, baby food, or items related to dietary constraints. Coolers containing personal items (e.g. soda or snacks) may NOT be brought on board. Homemade, pre-cooked or other perishable items plus any open snack containers will not be allowed to be brought on board. We regret that we are unable to provide food preparation, refrigeration or storage on board for personal food or beverage items.

### **Infant Pool Policy**

For the health and safety of our Guests, parents must observe U.S. Public Health Service requirements by allowing only children who are toilet trained to enter shipboard pools and spas. Diapers and swim diapers are not allowed. However, young children who are not toilet trained are welcome to enjoy the fountain play area near the Mickey Pool that has been designed exclusively for the enjoyment of children wearing swim diapers.

### **Passports**

Guests are responsible for obtaining proper documentation to board the ship. U.S. government regulations related to passport requirements are subject to change. Therefore, we strongly

encourage Guests of all ages to have a valid U.S. passport for all cruises. Please visit the U.S. Department of State website at <http://travel.state.gov> or call the U.S. National Passport Information Center at 877-4USA-PPT for the most current requirements.

### **Guests with Disabilities / Wheelchair-Accessible Staterooms**

**Disney Cruise Line** offers accessible staterooms and suites, equipped for Guests with disabilities. Features include: ramped bathroom thresholds, open bed frames, added phones in the bathroom/nightstand, bathroom and shower handrails, fold-down shower seats, hand-held shower heads, and lowered towel and closet bars. Note: Guests requiring a wheelchair throughout their cruise must make provisions for the use of that wheelchair prior to the cruise.

### **Guests with Disabilities / Additional Services**

Transfer tiers are provided at one of our feature pools. Sand wheelchairs are available at **Castaway Cay**. Wheelchair-accessible restrooms are available in the shipboard common areas. Assistive Listening Systems are available in the main theaters. Closed captioning is available for stateroom televisions and selected onboard video monitors. Sign language interpretation is available for live performances on designated cruise dates. Stateroom Communication Kits containing door knock and phone alerts, phone amplifier, bed shaker notification, a strobe light smoke detector, and a Text Typewriter (TTY) are available.

### **Guests with Disabilities / Accommodations**

If you would like to receive additional information or request accommodations for Guests with disabilities, please discuss your needs with the reservationist at the time of booking. For information via TTY, please call (407) 566-7455.