Ebony Pyramid Entertainment
Caribbean Cruisin' 2011
Statement of Understanding
Version 11.1

Updated: *Version 11.1 effective as of August 14, 2011*

I. REGISTRATION

The registration process is designed to provide Ebony Pyramid Entertainment (EPE) with information to assist in tracking guests' accounts and administrative process. In the registration process, guests must provide their full legal name and birth date. This information is required by the U.S. Department of Homeland Security. Failure to provide requested and/or accurate information may subject the guest to a fee for correction.

In order to receive periodic updates and pertinent information, guest must ensure they provide EPE with a valid address/email address. EPE is not responsible for the inability to contact guests because contact has changed or has access issues. It is the guests' responsibility to notify EPE of any changes.

Each guest should complete a registration form online. It is the guest's responsibility to ensure that their cabin mate(s) has properly registered and made payments. If guest's cabin mate(s) fails to make required payments within times specified, the guests will receive a refund minus a $50 administrative fee or canceled without refund, depending on time. GUEST ACKNOWLEDGE AND UNDERSTANDS THAT EPE IS NOT RESPONSIBLE FOR THE SELECTION OF CABIN MATES. IF GUEST'S SELECTED CABIN MATE FAILS TO MAKE REQUIRED PAYMENTS AND GUEST HAS TO PAY FEES OR IS CANCELED IT IS NOT A FAULT OF EPE, BUT THAT CABIN MATE, CHOSEN BY THE GUEST, THAT FAILED TO PAY.

II. DEPOSIT

Cruise cabin costs must be paid in full. Guest Pass deposits are NON-REFUNDABLE. The amount of deposit is based on the time of registration. If guests pay with check-by-mail and it is returned for Non-Sufficient Funds (NSF), that guest is subject to the cost of the check, plus a $75 service charge. Failure to pay this penalty will result in the check being processed by legal means. If the check includes payments for other guest(s), that guest(s) must pay a $50 administrative fee, in addition to the $75 penalty for the writer of the check. The guest(s)' registration will be considered canceled until the NSF fee is paid. All fees must be paid within 15 calendar days of the NSF notice. If not paid within that time period, legal actions will begin. NOTE: Since cruise date is within 60 days, the guests may lose cabin space if fees are not paid.

III. COST

EPE costs are broken down by item to create one bill due.

1) Cruise

The cost of the cruise is based on the time that the guest registered and paid. The cost is also based on the occupancy and type of cabin chosen. All charges, tax, and port charges are included in published price for cabin chosen. Once choices are made and paid for, there may be a fee for any changes. To be a part of the EPE group and eligible to purchase the EPE Pre-

Cruise and/or Cruise Pass, the guest must be booked using the EPE process listed on the EPE website. If a guest books their cruise cabin using the EPE process and does not purchase the EPE passes, then those guests will not be allowed to participate in EPE events nor will they have assigned seating with the group.

2) Pre-Cruise Pass

In order for a guest to purchase the EPE Pre-Cruise Pass the guest must also purchase the EPE Cruise Pass. The EPE Pre-Cruise Pass price covers select activities and items provided during the Pre-Cruise. If there is a significant item added to the EPE Pre-Cruise Pass, the rate will increase, without making rate retroactive to guests that have already paid in full. Any guest found violating Pass rules will be banned from remaining Pre-Cruise activities and cruise activities, and subjected to having their cruise canceled.

3) Cruise Pass

The EPE Cruise Pass may be purchased alone and without the EPE Pre-Cruise Pass, unless there is a package special. The EPE Cruise Pass price covers select activities and items provided during the cruise. Any guest found violating Pass rules will be banned from remaining cruise activities.

4) Outside Bookings

If a guest books the cruise without using the EPE Process, EPE may allow the guest to book into the EPE group by paying the current rate for the EPE Pre-Cruise and EPE Cruise Pass, plus a minimum fee of 50% of the current rates. Outside Booker must purchase both packages, even if Pre-Cruise is in session or past.

IV. PAYMENTS

Payments are applied to the guest's cruise cabin, EPE Pre-Cruise Pass, EPE Cruise Pass, and any other items. Payments may be made using the US Postal Service to:

Ebony Pyramid Entertainment
Attn.: Cruise Department
P.O. Box 76743
Washington, DC 20013-6743

or online at:

www.EbonyPyramidOnline.com or www.PayPal.com

Payment receipt dates will be considered the date of online payment and by the US Post Service (USPS) postmark. Payment receipt date will not be determined by the date on a check or money order. The EPE online payment vendor is Pay Pal (an eBay company) and may be subject to change at any time. Any issues with Pay Pal should be dealt directly with Pay Pal, as EPE has no control over their operations. When making payments on Pay Pal, please use email address ebonypyramid@aol.com or Cruise@ebonypyramidonline.com. When making online payments guests must note who to direct payments to. Guests that use the online payment system will be assessed, a one time, $25 processing fee that will be added to their account. This will allow guests to use the payment system, unlimited for the payment of their account. The fee will be assessed and added to the account of all guests referenced in a payment (example: if someone is making a payment on behalf of other guests, those other guests will be assessed the fee). EPE will not process any other correspondence noted with payments (i.e., leaving a note in the payment for anything other than the payment). Guests must submit issues other than payments to the appropriate email account or other EPE contact methods.

30-Day Final Balance Payment

There is no final payment date, as cruise cabins must be paid in full. Guests will be able to pay for their cruise cabin in full and pay a deposit towards their EPE passes. Guests will be provided 30 days to pay off their EPE passes or by September 2, 2011, whichever comes first. If payment is not received by the final payment date, the guest EPE Cruise/Pre-Cruise Pass is canceled and guests must re-register and pay the current rates, in full. If guests pay with check-by-mail and it is returned for Non-Sufficient Funds (NSF), that guest is held to the standards previously mentioned under "Deposit". Any overpayment up to $25 will not be refunded to guests, due to processing and administrative cost. For overpayments $26 or more, EPE will refund minus any processing/administrative fees.

V. CANCELLATION

The guests EPE Pass cost is non-refundable. The cruise cabin costs, paid to EPE for CCL, are subject to the terms set by CCL.

VI. TRANSPORTATION TO NEW ORLEANS & TO/FROM THE PORT

EPE is not responsible for providing guest transportation or bookings to New Orleans. It is recommended that guests arrive a day prior to the cruise. EPE is not responsible for missed or delayed flights that cause guests to miss the Cruise and/or Pre-Cruise events. Cruise only guests must make their own ground transportation arrangements. Transportation after the cruise from the Port of New Orleans to Louis Armstrong New Orleans Airport (MSY) can be purchased from CCL, while onboard the cruise.

VII. PRE-CRUISE

The Pre-Cruise amenities apply to only those who purchased the EPE Pre-Cruise Pass.

1) Transportation

Transportation for the EPE Pre-Cruise from the Louis Armstrong New Orleans Airport (MSY) to the EPE host hotel will be the responsibility and at the expense of the guests. Transportation from the EPE host hotel to the Port of New Orleans will be covered by EPE. Travel within the city will be the guest's responsibility.

2) Host Hotel

In order to purchase the EPE Pre-Cruise Pass, guests must book their own lodging at the host hotel. The rate and booking information will be provided by EPE. To receive the services provided by EPE and to avoid EPE Pass being canceled, guests must book their host hotel accommodations, within 10 days after registration. Each guests that purchased the EPE Pre-Cruise Pass must be registered at the hotel. This means that every guest with a pass must be on the hotel register. On the day of check-in, the hotel will make allowances for guests' check in to begin at 7:00 am. This early check-in time is not a guarantee. All hotel expenses are the sole responsibility of the guest.

VIII. IDENTIFICATION & BOARDING SHIP

Each guest must have proper identification to meet U.S. Department of Homeland Security/US Customs standards before they are allowed to board the ship. It is the ultimate responsibility of each guest to meet all passport or document requirements. EPE is not responsible if guests are denied boarding due to a failure to meet CCL and/or government requirements. If guest is denied boarding due to their failure to meet these requirements, no refund or allowances will be provided to the guest.

Cruise Confirmation

Cruise confirmation (cabin and booking number) will be provided within 48 hours after full payment has been received.

IX. ACTIVITIES

The cost of the Cruise and Pre-Cruise Passes cover the cost of any EPE activities and specials. In order to be a part of these activities or receive these specials, guests must be at designated locations, at designated times. If a guest miss those times or meetings, EPE will not be held at fault. If guests miss an activity that EPE provided passes, souvenirs, or gifts, the guest is not entitled to those items, nor is EPE required to provide them in the aftermath. Guests may also be required to wear special bracelets, have special passes, special marks, or EPE card. If these items are lost, guests must pay a fee for replacements. If guest refuse to wear/receive the proper items or allow EPE to place it on them (in some required instances) then the guest will not be allowed to participate in the event(s) being covered. No guest will be allowed to pickup passes for another guest. *If it is found that an EPE guest is allowing their passes or access device to be used by a non-EPE guest, in means to fraud, the EPE guest will lose all EPE privileges from that point, to possibly include access to EPE Cruise activities, if the violation is during the Pre-Cruise.*

X. CONSENT OF PHOTOGRAPHY, VIDEOGRAPHY, AND OTHER MEDIA

EPE will be documenting this event on film by photography and video. All guests must understand that their attendance to this event consents EPE to photograph, video, or use other media for documenting the event for archives and promotions. Guests must be aware that posing for group photos may subject them to being placed in online advertisements, flyers, handbills, video, or other forms of reprographics. Please, be aware that other guests may submit photos to EPE. So, ensure that individuals are aware of your wishes not to be in EPE promotions. During shows/stage productions, EPE will be video taping the productions. So, guests not desiring to be in the video must ensure that they do not sit up front or approach the stage. In the event that a guest appears in a photograph that is used by EPE for promotions, the guest may request it be removed from promotions, in writing. EPE will consider the request, but not guarantee it. If the promotion is part of flyer or other printed distribution, EPE may complete all distribution, unless the guest wants to pay to have the promotions re-printed. Video productions will not be edited, it will run as taped. If a guest enters a competition, they are consenting to being photographed or video taped. No one is allowed to photograph or tape this event and sale for a personal profit, without the written consent of EPE.

XI. LIABILITY

EPE will not be held liable for any discrepancies of its contractors. EPE cannot/will not be held responsible for cancellation, re-routing, or schedule changes of the cruise due to “Acts of God”! In this event, guests will only be provided compensation based on the offers made by CCL. NO refunds of any sort will be provided by EPE. In the event where an agenda or venue has to be changed, EPE will not be liable to refund any funds to guests. EPE will do its best to rectify any unforeseen situations to the point of a new venue, cutting or adding transportation, or total cancellation.

EPE is not and will not be held responsible for the unlawful acts of its guests. Guests will be held liable for any damages or actions against or to any vendors, fellow guests, or the general public and/or property. Guest acknowledges that it will not name EPE in any suits based on their own unlawful or unjust actions.

XII. RESERVED RIGHT TO CANCEL

EPE reserves the right to cancel any guest from its activities for failure to follow guidelines set forth in this Statement of Understanding. No refund will be provided if the actions of the guest are so egregious that removing the guest was necessary to avoid an unwarranted issue(s).

With Understanding,

Ebony Pyramid Entertainment