Ebony Pyramid Entertainment
Caribbean Cruisin' 2011
Statement of Understanding
Version 11.0

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 all pertinent information requested. 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.

II. DEPOSIT

Guest 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. If the check is returned and was meant to pay the deposit, any specials that were to be received by the guest(s), will become void and that check writer and included guest(s) will be charged the current rates. The 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.

III. COST

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

1) Cruise

The cost of the cruise is based on Carnival Cruise Lines(CCL) cabin choice and rates. Guests must call CCL direct and book their cruise under the EPE Group Booking Code (72W1P1). ***EPE will not involve itself with guests booking or payment matters with CCL.*** In order to be a part of the EPE cruise group, guests must pay for the EPE Cruise Package. The EPE Cruise Package will cover all activities provided by EPE during the cruise. In order for a guest to receive the EPE Cruise Package rate the guest must have booked with CCL using the EPE Group Booking Code. If there is a significant item added to the EPE Cruise Package, the rate will increase, without making rate retroactive to guests that have already paid in full.

2) Pre-Cruise Package

In order for a guest to purchase the EPE Pre-Cruise Package the guest must also purchase the EPE Cruise Package. The EPE Pre-Cruise Package price covers select activities and items provided during the Pre-Cruise. If there is a significant item added to the EPE Pre-Cruise

Package, the rate will increase, without making rate retroactive to guests that have already paid in full.

4) Outside Bookings

If a guest books the cruise without using the EPE Group Booking Rate, EPE may allow the guest to book into the EPE group by paying the current rate for the EPE Pre-Cruise and EPE Cruise Package, 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

All payments (outside CCL booking) are applied to guests EPE Pre-Cruise and EPE Cruise Packages. 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 of 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 about the payment). Guests must submit issues other than payments to the appropriate email account or other EPE contact methods.

Final balance (Cruise/Pre-Cruise Package)

Final balance payments are due by the date set by EPE (based on date of registration). If payment is not received by the final payment date, the guest EPE Cruise/Pre-Cruise Package is canceled and guests must re-register and pay the current rates. EPE is not responsible for making payment pickups from guests. It is the ultimate responsibility for guests to ensure payments are received. 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”. If guest fails to make the payment by the fifteen (15th) day deadline they are immediately canceled. In order to restore account, the guest(s) must re-register at the current rate and make all payments with a credit/debit card, money order, or cashier’s check. EPE is not required to provide guests with monthly payment statements, but may do so as a courtesy. If a guest makes online payments, they may check their payment history on Pay Pal. For guests that make payments via the postal system with a check, money order, or cashier’s check, it is recommended that the guest make copies of the payment and keep a record of the canceled checks. It is the guest’s responsibility to make the correct final payment. 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 deposit is non-refundable. The final balance paid by the guest is also non-refundable. The CCL payments are subject to the terms set by CCL and guests must contact CCL for cancellations.

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 Package.

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 also be the responsibility and at the expense of the guests. Travel within the city will be the guest's responsibility.

2) Host Hotel

In order to purchase the EPE Pre-Cruise Package, 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 Packages being canceled, guests must book their host hotel accommodations, within 10 days after registration. If guest registers before location is announced, guest must book hotel within 10 days after the announcement. 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 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 Documents (Boarding Passes)

Cruise confirmation and documents will be provided by CCL, based on guests individual booking with CCL. EPE will not involve itself with guests booking or payment matters with CCL.

IX. ACTIVITIES

The cost of the Cruise and Pre-Cruise Packages 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 should 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 loose 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