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## TICKET CONTRACT

**IMPORTANT NOTICE: GUESTS ARE ADVISED TO CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THE TICKET CONTRACT SET FORTH BELOW. THE TERMS AND CONDITIONS OF THIS LEGALLY BINDING TICKET CONTRACT BETWEEN YOU AND OCEANIA CRUISES Ltd. AFFECT YOUR LEGAL RIGHTS WHICH CONTAIN SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS ON DAMAGES AND DISCLAIMERS OF LIABILITY, INCLUDING LIMITATIONS CONCERNING OUR LIABILITY FOR YOUR DEATH, ILLNESS OR INJURY, AS WELL AS LIMITATIONS CONCERNING DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. THE GUEST'S ATTENTION IS SPECIFICALLY DIRECTED TO SECTION 11 (LIMITATIONS ON DAMAGES AND DISCLAIMERS OF LIABILITY) AND SECTION 27 (TIME LIMITATIONS OF ACTIONS; WAIVER OF CLASS ACTION RIGHT; AND VENUE AND GOVERNING LAW). THESE SECTIONS AFFECT YOUR LEGAL RIGHTS AND YOUR ABILITY TO SUE FOR DAMAGES.**

**A SUMMARY OF THESE TERMS IS AVAILABLE FOR YOUR CONVENIENCE AT THE END OF THIS GUEST TICKET CONTRACT.**

**EMBARKING ON YOUR CRUISE SHALL CONSTITUTE YOUR AGREEMENT TO ALL OF THESE TERMS AND CONDITIONS.**

### 1. INTRODUCTION

Upon booking the Cruise, You agree to be bound by all of the terms and conditions which follow, including specifically those regarding your rights to sue, claims subject to a binding arbitration, governing law, forum and jurisdiction, and COVID-19 policies, procedures and conditions. Except as otherwise expressly provided herein, this Ticket Contract constitutes the entire agreement between You and Carrier and supersedes all other agreements, oral, implied or written. In the event of a direct conflict between a provision of this contract and a provision of the *Cruise Industry Passenger Bill of Rights* (PBOR) in effect at the time of booking, the PBOR controls. In addition, in the event of any conflict between the COVID-19 policies, procedures and conditions set forth in Clause 5 or elsewhere herein, the website controls. Any alteration to any term of this Ticket Contract must be in writing and authorized by Carrier. Except as provided in Clause 27 below, should any provision of this Ticket Contract be unenforceable, contrary to or invalid by virtue of the law of the jurisdiction in which this Ticket Contract is sought to be enforced or be so held by a court of competent jurisdiction, such provision(s) shall be deemed to be severed from the Ticket Contract and of no effect and all remaining provisions herein shall be in full force and effect and constitute the Ticket Contract. You agree that, except as otherwise expressly provided herein and in Clauses 11(a) and (b), any and all disputes whatsoever arising out or relating to this Ticket Contract or Your cruise, as well as the interpretation, applicability, and enforcement of this Ticket Contract shall be governed exclusively by the general maritime law of the United States, without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

**Carrier strongly recommends that You obtain Your own Vacation Protection Insurance coverage to protect against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise. We also urge all guests to travel with adequate travel medical insurance with specific Covid-19 and/or other illness/medical coverage. Our ships do not accept medical insurance and You must provide payment for all medical services.**

### 2. DEFINITIONS

- a. The terms "You", "Your" and "Guest" mean all persons purchasing or traveling under this Ticket Contract, including any accompanying minors, and each person's heirs and personal representatives. Your acceptance of this Ticket Contract represents Your acknowledgment and acceptance of these terms and conditions for You and for all other persons traveling under this Ticket Contract, all of whom accept and agree to all the terms and conditions set forth herein.
- b. The terms "We", "Us", "Our" and "Carrier" mean Oceania Cruises Ltd. d/b/a Oceania Cruises, its parent, subsidiaries and affiliates, as well as the owner of the Ship, and its affiliates. For purposes of the defenses, limitations of liability and rights of the Carrier set forth in this Ticket Contract only (but not with respect to any obligations herein or duty to provide passage), "Carrier" also includes the Ship named on the Guest's travel documents and/or Ticket Contract (or any substituted Ship), the Ship's owners, operators, managers, charterers,

and agents, any affiliated or related companies of Oceania Cruises Ltd., and in the case of each such entity, their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, craft or facilities, whether provided at sea or on shore, belonging to any such Ship owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

- c. The term "Ship" means the vessel chartered, operated, or provided by Us as the Carrier on which You travel and/or any substituted ship.
- d. The term "Master" means the Captain of the Ship or any person who acts under his authority.
- e. The term "Cruise" means all water transportation aboard the Ship and the Ship's tenders from the port of embarkation to the port of final destination which We agree to provide You pursuant to this Ticket Contract.
- f. The term "Cruise Fare" means the total amount paid, excluding Optional Facilities and Services Fees, in exchange for the Cruise.
- g. The term "CruiseTour" means water transportation, air transportation, hotel accommodations and ground transportation which are separate from the Cruise and offered by Carrier as an add-on to the Cruise.
- h. The term "CruiseTour Fare" means the total amount paid for the CruiseTour, excluding Optional Facilities and Services Fees and personal charges.
- i. The term "Prepaid Charges" means that amount, if any, paid by You to cover the cost of fuel and fuel surcharges supplements concerning the specific itinerary of Your Cruise or CruiseTour. Carrier reserves the right to charge a fuel surcharge supplement, without prior notice, should the closing price of West Texas Intermediate Fuel increase above \$65.00 USD per barrel on the NYMEX (New York Mercantile Exchange Index). The amount of the fuel surcharge supplement will not exceed \$10.00 USD per passenger per day. This charge may apply, at Carrier's sole discretion, to existing and new reservations and Carrier may collect the fuel surcharge supplement at the time of sailing, even if the Fare has been paid in full.
- j. The term "Cabin Baggage" means all baggage allowed aboard the Ship and placed in Your stateroom according to these terms and conditions. "Other Baggage" means any of Your baggage or other personal property which has been stored at Your request in the Ship's baggage room, holds or safe against a receipt.
- k. The term "Optional Facilities and Services Fees" means all fees and charges which You voluntarily incur for items not included in Your Cruise Fare or CruiseTour Fare which may include, but are not limited to, vacation protection insurance coverage, transfer costs, shore excursions, spa treatments, internet, visas and prepaid gratuities (applicable for bookings made on or before December 31, 2024) and other optional purchases of products and/or services aboard the Ship, which are considered earned as those facilities and services are provided either by Us or by third party providers.
- l. "Cruise-related Government Fees and Taxes" of up to \$24.50 per guest per day may include any and all fees, charges, tolls and taxes imposed by U.S. and/or foreign governmental or quasi-governmental authorities. In the case of per ton or per vessel assessments, those assessments will be spread over the passenger capacity of the ship. Government Fees and Taxes are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.
- m. The term "COVID-19 Policies and Procedures" means the policies, procedures, practices and requirements We deem necessary to attempt to prevent, slow or mitigate a potential or actual outbreak of coronavirus disease 2019, a disease caused by the virus, SARS-CoV-2 as well as any variants.

### **3. CRUISE FARE AND CRUISETOUR FARE**

We acknowledge receipt of payment by You of the total Cruise Fare and/or CruiseTour Fare and We agree to transport You from the scheduled port of embarkation to the scheduled port of final destination according to all of the terms, conditions, limitations and exceptions contained in this Ticket Contract. The Cruise Fare paid by You covers all normal shipboard services and meals (except where a cover charge may be imposed in certain restaurants), unlimited soft drinks, bottled water, accommodations and facilities. The Cruise Fare does not include the CruiseTour Fare, beer, wine, spirits, or other bottled beverages, or charges for other incidental items, activities, excursions, medical services or other personal services You purchase during the Cruise. Optional Facilities and Services, provided by independent contractors and third-party providers, may be added to the Cruise Fare by agreement in order to constitute a total Cruise Fare, subject to all of the terms and conditions of this Ticket Contract regarding Our liability. In the event your CruiseTour Fare includes airfare, please refer to your invoice for specific reservation inclusion details.

#### **Gratuities**

a) For reservations made prior to October 1, 2024 and for reservations made after October 1, 2024 on any sailing departing prior to January 1, 2025, gratuities are not included in the cruise fare and for our Guest's convenience are automatically added to their shipboard account. For Guests occupying staterooms, gratuities of US\$18 per guest, per day will be added. For guests occupying Penthouse, Oceania, Vista or Owner's Suites where Butler Service is provided, gratuities of US\$23 per guest, per day will be added. In addition, a 20% service gratuity will be automatically added to

all beverage purchases, spa services and dining at La Reserve. Naturally, guests may adjust the gratuities while on-board the vessel at their sole discretion.

b) For all new reservations made beginning October 1, 2024 on sailings departing on or after January 1, 2025, gratuities are included in the cruise fare. This does not include service gratuities, which are additional. A 20% service gratuity will be automatically added to all beverage purchases, spa services and dining at La Reserve. Naturally, guests may adjust these service gratuities while on-board the vessel at their sole discretion.

#### **4. CARRIER'S DISCRETION**

As the Carrier, We reserve the right at any time, without notice or liability for refund, payment or compensation of any kind or credit, except as otherwise required by law, to cancel any Cruise or CruiseTour, change or postpone the date or time of sailing or arrival, change the port of embarkation or final destination, shorten the Cruise or substitute the Ship, change or substitute any component of the CruiseTour including but not limited to aircraft, other transportation or any hotel at which You are scheduled to stay. If We make any of the changes described above, We will be responsible to You as follows in full and final settlement of all claims and liabilities of Carrier in connection with such actions, unless otherwise required by law:

- a. If We cancel the Cruise or CruiseTour before it has started, We will issue a full cruise credit for the amount You paid or, if required by law, refund the full Cruise Fare or CruiseTour Fare that We have actually received (less any air or accommodation charges incurred).
- b. If the scheduled sailing date or time is delayed and as a result of that delay, You are not otherwise accommodated on board the Ship, We may arrange hotel accommodations and food at no additional expense to You for the duration of the delay.
- c. If the scheduled port of embarkation or final destination is changed, We will arrange transportation to the new port from the originally scheduled port. If the Cruise is terminated early due to an unresolved mechanical failure, We will make a proportionate refund of the Cruise Fare. In such event, You are also entitled at Our option to transportation to the Ship's scheduled port of disembarkation or Your home city at Our expense. Additionally, when such disembarkation caused by mechanical failure of the Ship at an unscheduled port requires an overnight stay, You are also entitled to lodging at the unscheduled port of disembarkation at Our expense.
- d. If the United States Department of State publishes a Public Announcement regarding a specific country or location included in the scheduled itinerary, We reserve the right to operate the Cruise or CruiseTour as scheduled or to change the itinerary, at Our discretion with no further liability for refund, payment, compensation or credit of any kind.
- e. If the Cruise is shortened or terminated, (for reasons other than mechanical failures of the Ship) We will, at Our option, either issue a proportionate cruise credit of the Cruise Fare, make a proportionate refund of the Cruise Fare if required by law, or We will transfer You to another Ship or the port of final destination by other means. If the scheduled length of the Cruise is increased, You will have no responsibility for the cost of the additional Cruise Fare and We will have no responsibility to pay or compensate You in any manner, including any direct or consequential damages. In either of the above circumstances, Our responsibility ends once We return You to the point of origination as booked and ticketed by Us.
- f. If any component of Your CruiseTour, such as the hotel at which You are scheduled to stay, is changed or substituted, We will use reasonable efforts to obtain a substitute for such component which is substantially equivalent thereto, but shall have no liability to You in connection with such substitution or change.

#### **5. PUBLIC HEALTH; ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS; RIGHT TO DISEMBARK AND QUARANTINE; COVID-19 POLICIES AND PROCEDURES.**

- a. Physician Consultation Recommended; Acknowledgement of Health Risks. YOU ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH YOUR PHYSICIAN AND TO REVIEW THE WEBSITES OF THE U.S. CENTERS FOR DISEASE CONTROL AND PREVENTION ("CDC") OR OTHER RELEVANT GOVERNMENT AGENCIES FOR UPDATED INFORMATION. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, YOU OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19 AND ITS VARIANTS, INFLUENZA, COLDS, NOROVIRUS, AND POTENTIALLY NEWER DISEASES NOT YET KNOWN. YOU FURTHER UNDERSTAND AND ACCEPT THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND OUR CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

- b. Right to Refuse Booking or Passage, to Disembark or Quarantine. You warrant that You and all other Guests traveling with You are physically, emotionally and otherwise fit to undertake the Cruise or CruiseTour; that You and they have received all medical inoculations necessary; that You and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Master, officers and medical staff, and that Your conduct will not impair the safety of the Ship or jeopardize or inconvenience yourself or other guests. We may refuse to embark, or may disembark, confine to a stateroom, quarantine or limit the activities during the Cruise at any time or at any port of any Guest who may be suffering from contagious or infectious disease or whose presence, or that of any accompanying child or travelling companion, in the opinion of the Carrier, the Master, or any doctor, may be detrimental to the comfort, enjoyment or safety of other persons, or who, in the Carrier's or Master's opinion, might create a risk of harm to any other person, or who may be excluded from landing at the destination by immigration or other governmental authorities. In such cases, the Guest shall not be entitled to any refund of the Cruise Fare or CruiseTour Fare or any payment, compensation or credit, except as required by law or otherwise provided herein.
- c. Agreement To Comply With COVID-19 Policies and Procedures. In developing COVID-19 Policies and Procedures, We observe guidance and directives of federal health authorities, including the CDC and state and local health authorities in the destinations visited. You acknowledge that these directives may change from time to time and that Our COVID-19 Policies and Procedures may be updated as needed. WHEN IN EFFECT, YOU EXPRESSLY AGREE TO COMPLY NOT ONLY WITH THE COVID-19 POLICIES AND PROCEDURES AS THEY ARE DESCRIBED HEREIN, BUT ALSO WITH ANY SUCH POLICIES ON CARRIER'S WEBSITE ([www.oceaniacruises.com](http://www.oceaniacruises.com)), AT ALL TIMES INCLUDING PRE-EMBARKATION, WHILE ON BOARD, DURING PORT CALLS AND SHORE EXCURSIONS AND/OR FINAL DISEMBARKATION. In case of any conflict between the COVID-19 Policies and Procedures described herein or on Carrier's website, the website controls and Your agreement to abide by Carrier's COVID-19 Policies and Procedures constitutes an integral part of this Ticket Contract. Guest agrees that the COVID-19 Policies and Procedures herein will also apply to COVID-19 variants and potentially newer diseases or illnesses not yet known.
- d. COVID-19 Policies and Procedures. You acknowledge that our COVID-19 Policies and Procedures, when in effect, may or will include (but are not be limited to): (1) completion of an accurate, truthful and complete health questionnaire in a form and containing any health or travel-related questions as determined by Us in our sole discretion based on advice from cognizant government or health authorities or medical experts for each Passenger prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Guest followed by a period of isolation until test results are available; (3) modified capacity rules for activities (including but not limited to restaurants, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of any Guest to participate in particular activities; (4) mandatory use by each Guest of face coverings in most locations outside of the Guest's cabin while onboard, during embarkation, disembarkation and shore excursions; (5) mandatory social distancing and/or cohorting of Guests at any/all times while on board and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only Carrier-approved shore excursions; (7) mandatory hand-sanitizing by Guest upon entry or exit of any public areas; (8) confinement of Guests to cabins, quarantine or emergency disembarkation of Guests if, in Our sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (9) the required completion by Guest in a timely manner of any written authorizations or consent forms required for Us to carry out Our COVID-19 Policies and Procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms), and; (10) other policies and procedures deemed by Us in Our sole discretion to be necessary to reduce the risk of spread of COVID-19.
- e. Consequences of Noncompliance With COVID-19 Policies and Procedures. Notwithstanding any other provision contained herein, any noncompliance by You or members of Your travelling party with Carrier's COVID-19 Policies and Procedures (when in effect), local port/country regulations (when in effect), or this Ticket Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in Our sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, You shall not be entitled to a refund or compensation of any kind. You will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to the U.S. or Your country or state of residence. Under no circumstances shall We be liable for any damages or expenses whatsoever incurred by any Guest as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Us.
- f. Known or Suspected COVID-19 Case Before Boarding. You agree that if at any time within 14 days prior to scheduled embarkation, You test positive for COVID-19, exhibit signs or symptoms of COVID-19, have had close contact with a person confirmed or suspected as having COVID-19, or We otherwise determine in Our sole discretion that You are unfit to board because of any communicable illness, We will deny You boarding. Under no circumstances shall We have any other liability for any compensation or other damages whatsoever, including but

not limited to compensation for lodging or travel.

- g. **Known or Suspected COVID-19 Case After Boarding.** You further understand and agree that if, after boarding, and even if You have fully complied with all COVID-19 Policies and Procedures, You test positive for COVID-19 or exhibits signs or symptoms of COVID-19, We may disembark, refuse re-boarding after a shore excursion, or quarantine You as well as members of Your travelling party, or take other steps which We determine, in Our sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under no circumstances shall We be liable to You for any other costs, damages or expenses whatsoever incurred by You.

## **6. GENERAL HEALTH CONSIDERATIONS**

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical care and evacuation may not be available from every destination to which the Ship sails. You are required to advise Us in writing, at or prior to the time a Cruise is booked if You require the use of a wheelchair, other special equipment or a service animal. Guests acknowledge and understand that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Ship may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Electric scooters or electric wheelchairs may be used on board, subject to certain size and safety limitations. Some ports of call are anchorage ports and physical conditions may preclude You from going ashore. Decisions made by the Master of the Ship in such circumstances will be binding in all instances. If You are a Guest with Special Needs, You must bring and be responsible for all necessary items related to Your condition. If any such condition arises after the Cruise is booked, You are required to advise Us in writing immediately. Any Guest who requires oxygen canisters or oxygen concentrators must independently make all the necessary arrangements, including procuring and moving any oxygen containers while on board. Please be advised that liquid oxygen is not permitted on board the Ship. Failure to obtain a certificate of fitness when required as described above, or Your attempt to bring on the Ship equipment not permitted on board may result in denial of embarkation and forfeiture of the applicable Cruise Fare and/or CruiseTour Fare and in such event We shall have no liability for refund, payment, compensation or credit of any kind. Women who have or will enter their twenty-fourth week of pregnancy at the beginning of or at any time during the Cruise or CruiseTour agree not to request a booking or present themselves for boarding and will forfeit their Cruise Fare and/or CruiseTour Fare if they board in violation of this policy.

## **7. THIS TICKET CONTRACT IS NON-TRANSFERABLE**

This Ticket Contract is not transferable or assignable by You and is valid only for Your Cruise and/or CruiseTour. Please refer to Your Confirmation for payment terms. No reservations will be issued on a binding basis unless We, as the Carrier, or Our representative receive the required payments. We reserve all rights concerning the pricing and payment of all Cruise Fares and/or CruiseTour Fares. Cruise Fares and/or CruiseTour Fares together with Prepaid Charges and Optional Facilities and Service Fees incurred are agreed as fully earned and otherwise paid at the scheduled sailing or departure date, respectively, and will not be refunded in whole or in part except as otherwise noted in this Ticket Contract. Certain changes to Your reservations may constitute a cancellation and are therefore subject to cancellation charges as outlined in Clause 8 of this Ticket Contract.

## **8. CANCELLATION POLICY**

You are not entitled to any refund, payment, compensation of any kind or credit for cancellation except as provided in this section or as otherwise provided by law. Cancellation penalties will apply when the entire Cruise and/or CruiseTour booking is cancelled and applies to all travel, products and/or services purchased, including Cruise, airfare and land arrangements. Cancellation charges are imposed regardless of resale of the Cruise, hotel or air components. We highly recommend that Guests purchase vacation protection insurance.

A refund of amounts already paid to Us will be made, less any applicable cancellation penalty. All appropriate refunds may be made either to You or to Your travel agent, if You are so represented, in the same form as received. If the cancellation charge is more than Your advance payment, You agree to be liable to Us for the difference. Please note that some agents may, in their discretion, withhold an agency cancellation charge. We shall have no responsibility to You for any such agency cancellation charge.

Changes to a reservation after deposit and/or full payment, and prior to issuance of travel documents may result in assessment of administrative fees and service charges. Administrative fees and service charges will vary and are based on the type of change to Your Cruise departure, itinerary, package or CruiseTour which may include but not limited to air transportation. Guests are responsible for any additional costs incurred as a result of these changes. Some changes, including name changes, may also be considered cancellations and applicable fees will be assessed.

If a guest wishes to modify a booking from cruise only to add a CruiseTour that includes air travel arrangements after the full amount of the purchase price for the cruise only package is due and payable, Carrier may in its sole discretion impose

a service fee of up to \$150 per person. Adding a CruiseTour that includes airfare is subject to availability and may not be available within thirty (30) days of sailing. Any changes to a Cruise and/or CruiseTour that results in imposition of airline or other cancellation fees are the responsibility of the Guest. No refund, payment, compensation or credit of any kind will be made for lost tickets, unused or partially used portions of the Cruise, CruiseTour, Optional Facilities and Services Fees, including shore excursions, except as specifically outlined in this Ticket Contract. It is the Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents, including without limitation, passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates and all other documents necessary for ports of call in the countries to which Guest will travel. We reserve the right to consider this Ticket Contract as canceled and the applicable fare forfeited if You do not use this Ticket Contract for the Ship or other Ships substituted, or land arrangements for the date mentioned, for Your failure to bring proper travel and/or health documents as required, or should this Ticket Contract become lost or mislaid, or if You use this Ticket Contract for only part of the voyage or tour indicated hereon, for any reason, whether or not due to causes beyond Your control.

**Guest Cancellation Schedule below applicable for NEW bookings, effective September 1, 2023:**

**For Penthouse Suites and below, the following applies to all cruises, regardless of length, excluding Around the World Cruises:**

<u>DAYS PRIOR TO CRUISE DEPARTURE</u>	<u>CANCELLATION AMOUNT</u>
181 days or more prior to departure	\$150 pp Admin Fee
180 – 151 days prior to departure	\$500 pp Admin Fee
150-121 days prior to departure	25% Cruise Fare (plus any Optional Facilities and Service Fees incurred)
120-91 days prior to departure	50% Cruise Fare (plus any Optional Facilities and Service Fees incurred)
90-61 days prior to departure	75% Cruise Fare (plus any Optional Facilities and Service Fees incurred)
60-0 days prior to departure	100% Cruise Fare (plus any Optional Facilities and Service Fees incurred)

**For Owner's, Vista and Oceania Suites, the following applies to all cruises, regardless of length, excluding Around the World Cruises:**

<u>DAYS PRIOR TO CRUISE DEPARTURE</u>	<u>CANCELLATION AMOUNT</u>
181 days or more prior to departure	\$150pp Admin Fee
180 – 151 days prior to departure	10% Cruise Fare
150-121 days prior to departure	25% Cruise Fare (plus any Optional Facilities and Service Fees incurred)
120-91 days prior to departure	50% Cruise Fare (plus any Optional Facilities and Service Fees incurred)
90-61 days prior to departure	75% Cruise Fare (plus any Optional Facilities and Service Fees incurred)
60-0 days prior to departure	100% Cruise Fare (plus any Optional Facilities and Service Fees incurred)

**Guest Cancellation Schedule below applicable for bookings made prior to September 1, 2023:**

The following cancellation penalties apply to cruises of 1 to 14 days in length:

180 - 91 days or more prior to departure	\$250.00 pp Administration Fee
90 – 76 days prior to departure	25% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
75 – 61 days prior to departure	50% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
60 – 31 days prior to departure	75% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
30 – 0 days prior to departure	100% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)

The following applies to cruises of 15 days in length or more:

180 – 151 days prior to departure	\$250.00 pp Administration Fee
150 – 121 days prior to departure	25% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
120 - 91 days prior to departure	50% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
90 - 61 days prior to departure	75% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
60 – 0 days prior to departure	100% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)

**For Owner's, Vista and Oceania Suites**, the cancellation amounts are as listed above with two exceptions: For cruises of less than 15 days, the administrative fee from 91 to 180 days prior to sailing is 10% of the Cruise Fare, and for cruises 15 days or longer the administrative fee from 151 to 180 days prior to sailing is 10% of the Cruise Fare.

**Around the World Cruises:**

<u>DAYS PRIOR TO CRUISE DEPARTURE</u>	<u>CANCELLATION AMOUNT</u>
Deposit to 181 Days prior to departure	\$500.00 pp
151 - 180 days prior to departure	25% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
121 - 150 days prior to departure	50% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)
91 - 120 days prior to departure	75% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)

90 - 0 days prior to departure 100% of Cruise Fare (plus any Optional Facilities and Services Fees incurred)

For Owner's and Vista Suites the cancellation amount is 10% of the Fare paid from Deposit to 181 Days prior to departure.

A 100% cancellation fee will be imposed as indicated above for non-appearance at the port of Cruise embarkation at the scheduled time of departure, or the absence of written notice.

The following applies to the cancellation of the CruiseTour Fare and Optional Facilities and Services listed below:

Pre-/Post-Cruise Hotel Packages	Within 90 days of cruise departure	100% fee
Pre-/Post-Cruise Land Packages	Within 90 days of cruise departure	100% fee
Overland Tours	Within 90 days of cruise departure	100% fee
A La Carte Shore Excursions	Within 48 hours of tour departure	100% fee
Shore Excursion Packages	On or after embarkation day	100% fee
Executive Collection & Private Transfers	Within 48 hours of scheduled arrangement	100% fee
Visa Packages	Within 60 days of cruise departure	100% fee
Culinary, La Reserve & Privee	Within 36 hours of scheduled reservation	100% fee
Custom Air Fee	Once accepted	100% fee
Air Supplemental Fee	Standard cancellation policy	100% fee

## 9. EMBARKATION

At the location designated for the initiation of pre-boarding procedures, You shall have in Your possession this Ticket Contract, valid passport, visas, inoculations card, minor's permissions and all other documents necessary for initial check-in and check-in at the scheduled ports of call and final destination, including but not limited to any documentation required by Our COVID-19 Policies and Procedures and as required by local port/country regulations. We, as Carrier, shall not be liable for any losses or delays incurred by Your failure, or that of others, to maintain all of said necessary documents. You are required to be at the airport gate at least two (2) hours prior to the scheduled departure of air transportation and are required to be at the point designated for pre-embarkation procedures as set forth in Your cruise documents. We reserve the right, in Our sole discretion, to deny embarkation to any person for any reason other than discrimination on the basis of race, religion, national origin, gender, sexual preference, disability or other legally impermissible classification. In addition, Clause 6 above requires You to advise Us in writing of any physical, emotional or mental condition which may require special attention, accommodation or treatment during the Cruise and to advise Us if You require the use of a wheelchair or other similar permitted equipment or a service animal. Under Clause 5 and Clause 6, We may require as a condition to embarkation a certificate of fitness for certain Guests with communicable diseases. You may be refused embarkation if You fail to follow the certificate of fitness requirement if applicable or if You attempt to bring on the Ship equipment not permitted on board, in which case You shall forfeit the applicable Cruise Fare and/or CruiseTour Fare in full, and We shall have no further liability to You whatsoever.

## 10. CARRIER'S RIGHTS

The Ship, either before embarkation or at any time thereafter and whether or not required by any maritime necessity, may remain in port, proceed by any route and deviate from or change the advertised scheduled or intended route at any stage of the voyage and may proceed to and stay at any places whatsoever, although in a contrary direction to, or outside of, or beyond the usual route, one or more times, in any order, for loading or discharging fuel, stores, laborers, stowaways, guests, or members of the Ship's company, for this, or any prior or subsequent voyage and/or for any purpose whatsoever that We, as Carrier, or the Master may deem advisable. Any such procedure shall be considered not to be a deviation but within the voyage herein intended as fully as if specifically described herein. The above mentioned provisions are not to be considered as restricted by any words of this Ticket Contract. The Ship may adjust compass, drydock or go on ways before or after commencement of the voyage and may sail without pilots, tow or be towed, and assist vessels in all situations and deviate for the purposes of saving life or property. If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, weather, surf, shallow waters, insurrections, disturbances, on board or ashore, restraint of any Governmental Authority, outbreaks or epidemics or pandemics of communicable disease (including but not limited to influenza, norovirus, or COVID-19), breakdown of the Ship, congestions, docking difficulties or any other cause whatsoever, or if We, as Carrier, or the Master of the Ship consider that for any reason whatsoever, beyond the control of the Carrier, proceeding to, attempting to enter, or entering or remaining at any port may expose the Ship to risk of loss or damage, or be likely to delay the Ship, You and Your baggage may be landed at any port or place at which the Ship may call, in which event Our responsibility shall cease and this Ticket Contract shall be deemed to have been fully performed, with no liability to refund any Cruise or CruiseTour Fares except as otherwise required herein or required by law, or if You have not embarked, We may cancel the proposed voyage without liability to refund any Cruise or CruiseTour Fares paid in advance, except as required herein or required by law.



## 11. LIMITATIONS ON DAMAGES AND DISCLAIMERS OF LIABILITY

a. THE CARRIER AND THE GUEST HEREBY AGREE THERE IS NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE FITNESS, SEAWORTHINESS, OR CONDITION OF THE VESSEL OR ANY PERSON ON BOARD, OR ANY FOOD, DRINK, MEDICINE, OR PROVISIONS SUPPLIED ON BOARD THE VESSEL. THE GUEST ACKNOWLEDGES THAT THE CARRIER IS NOT AN INSURER OF HIS OR HER SAFETY DURING THE COURSE OF THE VOYAGE, AND THE GUEST AGREES THAT THE CARRIER SHALL NOT BE LIABLE IN ANY CIRCUMSTANCES FOR ANY INCIDENT OR INJURY ARISING FROM EVENTS OCCURRING OUTSIDE OF THE GUEST AREAS OF THE VESSEL OR OUTSIDE OF THE VESSEL ITSELF, INCLUDING BUT NOT LIMITED TO THOSE EVENTS OCCURRING ASHORE (INCLUDING SHORE EXCURSIONS), ON TENDERS NOT OWNED OR OPERATED BY THE CARRIER, ON OR RESULTING FROM EQUIPMENT NOT A PART OF THE VESSEL, OR UPON DOCKS AND/OR PIERS, OR INVOLVING PERSONS EMPLOYED ON BOARD THE VESSEL ACTING OUTSIDE THE COURSE AND SCOPE OF EMPLOYMENT, OR INVOLVING SPREAD OR OUTBREAK OF DISEASE.

b. THE CARRIER DISCLAIMS ALL LIABILITY TO THE GUEST FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND NOT RESULTING FROM A PHYSICAL INJURY TO THAT GUEST, NOR FROM THAT GUEST HAVING BEEN AT RISK OF ACTUAL PHYSICAL INJURY, NOR INTENTIONALLY INFLICTED BY THE CARRIER.

c. ON INTERNATIONAL VOYAGES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT ANY U.S. PORT AND WHERE THE GUEST COMMENCES THE CRUISE BY EMBARKATION OR DISEMBARKS AT THE END OF THE CRUISE IN A PORT OF A EUROPEAN MEMBER STATE, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR LOSS OF OR DAMAGE TO LUGGAGE, DEATH AND/OR PERSONAL INJURY AS PROVIDED UNDER EU REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. UNLESS THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, WHICH IS DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY THE REGULATION), CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") (APPROXIMATELY U.S. \$535,000) WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE *WALL STREET JOURNAL*) IF THE PASSENGER PROVES THAT THE INCIDENT WAS A RESULT OF CARRIER'S FAULT OR NEGLIGENCE. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS (APPROXIMATELY U.S. \$335,000), WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE *WALL STREET JOURNAL*). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDRS (APPROXIMATELY U.S. \$535,000) UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, CARRIER'S LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NON-SHIPPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS (APPROXIMATELY U.S. \$335,000) PER PASSENGER OR 340 MILLION SDRS (APPROXIMATELY U.S. \$455 MILLION) PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY EU REGULATION 392/2009. FOR A COPY OF EU REGULATION 392/2009, VISIT <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32009R0392&from=EN>. IN ADDITION, GUESTS EMBARKING A CRUISE IN A EUROPEAN MEMBER STATE PORT ARE AFFORDED RIGHTS UNDER EU REGULATION 1177/2010. FOR ADDITIONAL INFORMATION ON EU REGULATION 392/2009 AND EU REGULATION 1177/2010, VISIT OUR WEBSITE AT <http://www.oceaniacruises.com/legal/ticket-contract/>.

d. ON ALL OTHER INTERNATIONAL CRUISES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT ANY U.S. PORT OR EUROPEAN MEMBER STATE, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS AND IMMUNITIES FOR DEATH AND/OR PERSONAL INJURY AS PROVIDED IN THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974 AND THE PROTOCOL OF 2002 TO THAT CONVENTION (TOGETHER, THE "ATHENS CONVENTION") ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS. THE ATHENS CONVENTION LIMITS THE CARRIER'S LIABILITY FOR DEATH OF OR PERSONAL INJURY TO A GUEST TO NO MORE THAN 400,000 SPECIAL DRAWING RIGHTS ("SDR") PER GUEST (APPROXIMATELY U.S. \$535,000, WHICH FLUCTUATES DEPENDING ON THE DAILY EXCHANGE RATE AS PUBLISHED IN THE *WALL STREET JOURNAL*). LIABILITY OF THE CARRIER FOR LOSS OF OR DAMAGE TO GUEST'S LUGGAGE OR OTHER PROPERTY SHALL NOT EXCEED 2,250 SDR (APPROXIMATELY U.S. \$3,011 WHICH FLUCTUATES, DEPENDING ON A DAILY EXCHANGE RATE AS PRINTED IN THE *WALL STREET JOURNAL*) PER GUEST UNDER THE ATHENS CONVENTION. IF THE LOSS OR DAMAGE WAS CAUSED BY A SHIPPING INCIDENT, DEFINED AS A SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF



THE SHIP, EXPLOSION OR FIRE IN THE SHIP, OR DEFECT IN THE SHIP (AS DEFINED BY THE ATHENS CONVENTION), CARRIER'S LIABILITY IS LIMITED TO NO MORE THAN 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$335,000). COMPENSATION FOR LOSS CAUSED BY A SHIPPING INCIDENT CAN INCREASE TO A MAXIMUM OF 400,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$535,000) UNLESS CARRIER PROVES THAT THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER'S FAULT OR NEGLIGENCE. SHIPPING INCIDENTS DO NOT INCLUDE ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS, OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES. IN CASES WHERE THE LOSS OR DAMAGE WAS CAUSED IN CONNECTION WITH WAR OR TERRORISM, CARRIER'S LIABILITY FOR ANY PERSONAL INJURY OR DEATH (WHETHER OCCURRING DURING A SHIPPING INCIDENT OR A NONSHIPPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER (APPROXIMATELY U.S. \$357,000) OR 340 MILLION SDRS (APPROXIMATELY U.S. \$455,000,000) PER SHIP PER INCIDENT. PUNITIVE DAMAGES ARE NOT RECOVERABLE FOR CRUISES COVERED BY THE ATHENS CONVENTION. ONLY APPLICABILITY AND THE LIABILITY LIMITS PROVISIONS OF THE ATHENS CONVENTION SHALL APPLY TO CLAIMS ARISING UNDER THIS PARAGRAPH, WITH PARAGRAPH 27 OF THIS CONTRACT DETERMINING THE VENUE AND CHOICE OF LAW APPLICATION AND PARAGRAPH 27 OF THIS CONTRACT DETERMINING TIME LIMITATIONS OF ACTIONS, ARBITRATION, AND WAIVER OF CLASS ACTION RIGHT. THE PARTIES DO NOT INTEND TO INCORPORATE ANY PROVISION FROM THE ATHENS CONVENTION OTHER THAN WHAT IS EXPLICITLY STATED HEREIN. FOR A COPY OF ATHENS CONVENTION 1974, VISIT <https://treaties.un.org/doc/Publication/UNTS/Volume%201463/volume-1463-I-24817-English.pdf>, AND FOR A COPY OF ATHENS CONVENTION 2002 PROTOCOL, VISIT <https://treaties.un.org/doc/Publication/UNTS/No%20Volume/24817/A-24817-080000028053bf55.pdf>. (FULL TEXT IN ENGLISH BEGINS ON PAGE 41).

e. ON ALL OTHER CRUISES OR IN THE EVENT OF THE INAPPLICABILITY OF THE FOREGOING LIMITATIONS, CARRIER SHALL BE ENTITLED TO ALL THE EXEMPTIONS FROM AND LIMITATIONS OF LIABILITY PROVIDED IN OR AUTHORIZED BY THE LAWS OF THE UNITED STATES (INCLUDING TITLE 46 U.S. CODE SECTIONS 30501-30509, AND 30511).

f. THE CARRIER ASSERTS AND HEREBY PLACES THE GUEST ON NOTICE OF ITS INTENT TO UTILIZE THE IMMUNITY FOR BUSINESS ENTITIES AGAINST LIABILITY FOR ANY COVID-19-RELATED CLAIM AS PROVIDED FOR IN FLORIDA STATUTES §§ 768.38 AND 768.381.

g. Force Majeure: Except as expressly provided herein or as required by law, Carrier shall not be liable in any way to the Guest for death, bodily injury, illness, damages, delay or other loss or detriment to person or property or for the Carrier's failure to commence, perform and/or complete any duty owed to You if such death, delay, bodily injury, (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or warlike operations, terrorist activities, civil commotions, labor difficulties, whether or not Carrier is a party thereto, interference by authorities, requisitioning of the Ship, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Ship, explosion, riot, insurrection and governmental restraint, outbreaks or epidemics or pandemics of communicable disease (including but not limited to influenza, norovirus, or COVID-19 and including governmental orders or restraints due to any such communicable disease), fire, or any other cause whatsoever beyond Our reasonable control.

h. No Liability Unless Carrier at Fault: Under no circumstances shall Carrier be liable without fault and no warranty, either express or implied, applies to any of the services, accommodations, facilities, activities, personnel, acts or omissions whatsoever received in connection with this Ticket Contract. If any claim is brought against Us in a jurisdiction where any of the applicable limitations and exemptions contained in this Ticket Contract are legally unenforceable, then in such event, We shall not be liable for death, injury, illness, damage, delay or other loss or detriment to person or property arising out of any cause of whatsoever nature if not shown to have been caused by Our negligence. Furthermore, as in any hotel, casino, or other place of lodging, unforeseeable crimes can occur including while onboard a cruise vessel. In the unlikely event you are the victim of any crime, including but not limited to theft, physical or sexual assault, battery, threats, etc. please immediately notify shipboard personnel. Security personnel are available 24 hours a day and can be reached by dialing 911 on the Regatta, Insignia, Sirena, and Nautica or by dialing 999 on the Riviera, Marina and Vista, on any phone located throughout the ships. A Security Guide with additional information is available in your cabin and online at [www.oceaniacruises.com/legal/security-guide/](http://www.oceaniacruises.com/legal/security-guide/).

i. Baggage and Property: We shall not be liable for loss of or damage to Your property in any amount exceeding US\$500 per Guest. Should You desire an extension of Our liability of US\$500, You should declare the true value of the property in writing and pay to Us an amount of money calculated at 5% of the true value declared, up to US\$5,000. Liability will then be extended to the amount of the true value declared, but in no event exceeding US\$5,000. We shall in no event be liable for the loss of or damage to cash, securities, gold, silverware, jewelry, ornaments, works of art or other valuables, including but not limited to those specified in Title 46 of the United States Code Section 30503, unless the same have been deposited with Us against receipt for the agreed purpose of safekeeping. In the event of such a deposit,

Our liability for loss or damage thereof shall be limited to US\$500, unless value exceeding that amount be declared in writing. If the declared value exceeds US\$100, We are entitled to charge 5% of value declared, up to US\$5,000. Upon payment of this charge, liability, if any, will be extended to the true value declared but in no event shall We be liable for an amount exceeding US\$5,000.

Luggage for Carrier's Guests must be handled pursuant to regulations and tariffs of airlines, government security requirements and ground operators. Luggage exceeding these limitations will be subject to charges as set forth by the individual operators, including any excess baggage charges. Carrier reserves the right to refuse any items that may be considered dangerous (explosives, firearms, compressed gases, liquid oxygen, combustible or illegal items) or controlled or prohibited substances, or any other item prohibited by applicable law or that Carrier or Master deems in its sole discretion to be detrimental to the safety or comfort of any person. You agree and consent to Carrier's right to search any baggage and enter and conduct a reasonable search of Your stateroom, personal safe or storage spaces or search You, and You agree and consent to the removal and confiscation or destruction of any object in the interest of international security and safety at sea and in the interest of the convenience and safety of other guests. All hand-carried luggage and personal effects are the responsibility of the Guest at all times. Carrier is not responsible for the loss of or damage to Guests' luggage. Baggage insurance is recommended. Luggage and personal belongings will be taken off the Ship upon Guest debarkation. Under no circumstances will luggage be kept on board without the owner of such luggage being on the Ship. Guests may bring a reasonable amount of luggage on board Our Ships. No baggage or items heavier than 70 lbs. will be loaded onto or offloaded from Our Ships.

Notwithstanding the foregoing, in no event shall We be liable to You with respect to any occurrence prior to embarkation or after disembarkation from the Ship. In no event shall We be liable to You with respect to any occurrence taking place other than on the Ship or launches, tender or other craft owned or operated by Us, or with respect to any baggage, when the same is in Our custody at any shore side installation. You agree that any baggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and You relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You.

Any luggage not delivered to the Ship by time of sailing may be subject to shipping and handling costs, for rerouting to an alternate port on Your itinerary. In this instance, You may be assessed, and You agree to pay, any and all related charges incurred by Carrier to have Your luggage delivered to You.

j. Emotional Distress: Carrier hereby disclaims all liability to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind, under any circumstances, when such damages were neither the result of a physical injury to the Guest, nor the result of that Guest having been at actual risk of physical injury, nor were intentionally inflicted by Carrier.

k. Shore Excursions and Other Transportation, Services and Facilities: We shall in no event be liable to You with respect to any occurrence prior to embarkation or after disembarkation from the Ship named herein or substitute, except for transportation by water which is carried out by means of a conveyance provided by Us including the Ship and our tenders. If we have made arrangements on Your behalf for the provision of travel facilities with various independent contractors, such arrangements were made solely as a convenience and not as an agent of those independent contractors, for which a surcharge may be imposed. Although Carrier requires that independent contractors comply with Carrier's COVID-19 Policies and Procedures, Carrier does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, delay, damage, injury, death, misrepresentation or disappointment whatsoever resulting therefrom. Carrier makes no representation, either express or implied, regarding the suitability, safety, insurance or other aspects of any such independent contractors, transportation, tours, services, products or facilities and Carrier's liability for nonperformance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Carrier on the Guest's behalf, if any. We assume no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby. We reserve the right to choose the air carrier, routing and gateway locations, as well as the right to substitute charter flights for scheduled service and vice versa. If the entire Cruise or CruiseTour is canceled by Us for any reason, Guests shall have no claim other than for a full refund of the Cruise Fare or the CruiseTour Fare, whichever is applicable. The airlines and other transportation companies concerned are not to be held responsible for any act, omission or event during the time You are not on board their conveyances. This Ticket Contract constitutes the sole agreement between Carrier and You, it being understood that the various independent contractors otherwise participating in the Cruise or CruiseTour will enter into their own separate contractual arrangements with You, and that You assume the risk of utilizing

the services and facilities of those independent contractors. Any penalties, change fees or cancellation fees that result from changes to or cancellation of air arrangements are the sole responsibility of the Guest. The Carrier shall not be liable for any injuries or damages which occur while participating in any athletic or recreational activities aboard the vessel or onshore at any port of call. Carrier is not responsible for (a) Guest's use of any athletic or recreational equipment or attractions; (b) for the negligence or wrongdoing of any independent contractors, including but not limited to shore excursion operators, photographers, spa personnel or entertainers; and (c) for events taking place off the Carrier's vessels, launches, tenders or transports, or as part of any shore excursion, tour or activity. Guest agrees to solely assume the risk of injury, death, illness or any other loss arising out of or relating to the aforementioned and fully releases and discharges Carrier.

## **12. THIRD PARTY PROVIDERS**

We, as the Carrier, may also provide other services or facilities as a convenience and/or a fee to Guests and are not responsible for services, treatments and/or attendance provided or supplies given by the medical personnel, beautician, spa personnel, barber, fitness instructor, laundry, casino, gift shop, and/or any other concessionaire or other persons providing personal services to You. Such services are provided directly to You and the service providers shall not be considered to be acting under the control or supervision of Carrier. Should You avail Yourself of the medical or other professional services which the Ship's medical personnel may furnish upon Your request, You shall do so at Your sole risk and expense and We shall not be liable for the consequences of any examination, advice, diagnosis, medication or treatment thus furnished. Charges for such medical and other professional and personal services which You request will be Your sole responsibility. Similarly, and without limitation, all spa personnel, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for You.

## **13. GUEST DETENTION**

If You are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be Your sole responsibility, unless otherwise required by law. If You are carried aboard the Ship beyond final destination for any reason, without fault of the Carrier, You shall pay for any additional maintenance or extra transportation unless otherwise required by law. Should it become necessary, in the sole judgment of the onboard medical staff, to transfer You for medical reasons, the cost of such transfer shall be borne by You unless otherwise required by law.

## **14. DANGEROUS ITEMS AND CARRIER'S RIGHT TO REFUSE OR REVOKE PASSAGE**

Only such personal wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by You. Any piece of baggage must be distinctly labeled with Your name, Ship's name, suite number and sailing date. You are allowed without extra charge one (1) cubic meter (cbm) of baggage. You may not possess firearms, explosives, flammable materials or other hazardous goods or controlled or prohibited substances, or any other item prohibited by applicable law or that Carrier or the Ship's Master deem in their sole discretion to be detrimental to the safety or comfort of any person. Such goods shall be surrendered to the Master at embarkation, and in Our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred. We assume no responsibility for any loss of or damage to Your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in this Ticket Contract. Carrier further reserves the right to refuse to transport a Guest and/or remove a Guest from any property, facility and/or vessel operated by Carrier if the Guest refuses to comply with any law, government order or regulation, possesses illegal drugs, possesses weapons of any kind, exhibits inappropriate behavior in the sole discretion of Carrier, appears on any sex offender list, fails to comply with Carrier's Guest Ticket Contract, and/or fails to abide by any of Carrier's policies, including but not limited to the Ship's rules and/or Carrier's Code of Conduct.

## **15. SMOKING POLICY**

Guests are reminded that smoking constitutes a serious health and safety hazard that may result from the combustion of accommodation areas and furnishings and thus is expressly forbidden in all staterooms, suites and on verandas. For the safety and comfort of Your fellow guests, We request Your cooperation and compliance with this policy. Guests choosing to disregard the policy may be subject to monetary penalties - up to the Cruise Fare paid for passage - that will be imposed to cover the costs associated with the required cleaning of stateroom furnishings, verandas and surrounding deck and accommodation areas. Guests are also reminded that the Master of the Ship reserves the right to disembark any Guests, without prior warning, for violation of this policy and said Guest(s) shall be responsible for all fees levied by governmental or quasi-governmental authorities, all costs associated with repatriation and Ship's loss of revenues from said forced disembarkation or costs associated with repairs or replacement of furnishings as a result of combustion of accommodation areas found to be caused by said Guest(s). Our ships are generally non-smoking; however, smoking is permitted in certain designated areas.

## **16. ALCOHOL POLICY**

Guests agree that the sale and consumption of alcoholic beverages will be limited to Guests who are 21 years or older and no Guest will attempt to purchase or consume such beverages in violation of this policy under any circumstances, either for themselves or others. However, with the exception of Hawaii, Alaska and New England voyages not leaving U.S. territorial waters, Carrier permits Guests, between the ages of 18 through 20, to purchase and personally consume wine and beer only while onboard and with the consent of an accompanying parent. Authorization will be given only when the accompanying parent completes the Young Adult Alcoholic Beverage Waiver form. This form can be obtained and completed at the Reception Desk upon embarkation of the vessel. However, Guests 18 years of age or older are permitted to consume alcoholic beverages when sailing on roundtrip European voyages without having to complete the Young Adult Alcoholic Beverage Waiver form. Guests are reminded to consume alcohol in moderation and Carrier reserves the right to refuse the sale of such beverages to any intoxicated or underage Guest. Carrier reserves the right to prohibit and retain all liquor brought aboard the Ship. All liquor purchased ashore must remain in bond until disembarkation.

## **17. PETS**

No pets or other animals, except for certain necessary service animals of a Guest with a disability, are allowed on board the Ship. Guests wishing to bring a service animal on board the Ship must notify Carrier at the time of booking the Cruise, and must receive Carrier's written approval. Guest agrees to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on the Cruise, and to determine and meet any documentary or other requirements related to the service animal. Guest further agrees to be solely responsible for providing all food and/or other dietary requirements, medications or medical equipment required by the service animal. Passenger food, medications and/or medical treatment will not be provided by the Ship to any service animals.

## **18. INDEMNIFICATION**

You agree to indemnify Us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon Us or the Ship by virtue of any act or violation of law by You or by all Guests named on or traveling under this Ticket Contract.

## **19. CHILDREN**

Infants must be at least 6 months of age on the day of boarding or at least 12 months of age on the day of boarding if the cruise has 3 or more consecutive days at sea. Guests traveling with a young infant that does not meet this minimum age requirement will be denied boarding. No refunds or any other compensation shall be due from Us to You or anyone as a result of the denial of boarding to an underage infant or any accompanying guests. Carrier requires that Guests under the age of 18 must be accompanied by and occupy the same accommodations as a parent or other responsible adult 18 years or older who shall remain responsible for the conduct of such children at all times during the Cruise or CruiseTour. We do not provide services for the care, entertainment or supervision of children. Each adult Guest hereby agrees and warrants that he/she will supervise any accompanying children at all times to ensure these policies, along with all other rules of the Carrier and Ship, are strictly adhered to. Each Guest agrees to indemnify and hold Carrier harmless from any claims, expenses, loss or damages caused by the presence of any children in the care of such Guest during the Cruise or CruiseTour.

Guests must be 18 years or older to use any equipment provided in the onboard Fitness Center, with the exception of children aged 16 or 17 years of age, who may use the equipment in this facility if accompanied by a parent or other legal guardian at all times. Children under the age of 16 are not permitted in the Fitness Center.

All children 17 years of age and under are required to be accompanied by an adult, 18 years of age or older, on any shore excursion reserved by Guest through Carrier.

## **20. GENERAL AVERAGE**

You will not be liable to pay, nor be entitled to receive, any general average contribution with respect to property taken with You on the Ship.

## **21. PAYMENTS**

Any and all payments made by You to Us shall be made in currency of the United States of America or other currency acceptable to Us. All charges for services and products provided on board the Ship must be settled in cash or charged (via credit card acceptable to Us) before Your final disembarkation from the Ship. Any other expenses incurred by You or by Us on Your behalf shall be payable by You on demand. Carrier accepts no responsibility for credit card processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Carrier or its credit card processing bank.

## **22. CARRIER'S RESERVED RIGHTS**

Nothing contained in this Ticket/Contract shall be construed to limit or deprive Us of the benefit of Subtitle III of Title 46, United States Code, (as revised and amended) or of any other Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability. The provisions of Clause 11 shall extend to each of the independent contractors (including caterers and concessionaires) as well as Our servants and agents and the Ship as defined in Clause 2, and for this purpose shall be deemed to constitute a contract entered into between You and Us, as the Carrier, on behalf of all persons who are or may be Our servants or agents from time to time, and all such persons shall to this extent be deemed to be parties to this Ticket Contract.

If any other person should be held responsible, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in this Ticket Contract. This Ticket Contract and every term and provision hereof shall be and remain in full force and effect during all periods when We are under any responsibility to You or for Your property for any reason whatsoever.

## **23. GUEST'S COVENANTS**

You covenant and warrant that You are duly authorized by or on behalf of all Guests named on or traveling under this Ticket Contract to agree to all terms, conditions, limitations and exceptions herein contained, and by accepting and/or using this Ticket/Contract he or she and/or they do agree accordingly and do agree that the same shall be binding on them with the same force and effect as if they and every one of them signed this Ticket Contract. Guest must take proper steps (including provision of all necessary documents) as may be required to enable him or her to land at his or her port of destination and generally to comply with the laws of the country in which such port is situated. We shall not in any circumstances whatsoever, whether or not such documents are produced to Us by You, be responsible for any information or advice as to said laws as may be given by You to Us as the Carrier nor shall We be liable for the consequence of any insufficiency or irregularity in such documents or the noncompliance by You with such laws.

Should the actions or inactions of any Guest(s) result in the Ship not sailing at its scheduled departure time, Carrier shall assess Late Departure Fees, beginning at US\$1,000.00 per Guest, to said Guest(s) directly responsible for any departure that is delayed more than 15 minutes beyond the scheduled and published departure time, to cover the costs levied against Carrier by port authorities, governmental and quasi-governmental agencies as agreed and liquidated damages.

## **24. GUEST BOOKINGS**

As a condition of Our business, We retain the right to overbook Guest accommodations. In the event that the Guest accommodation referenced in this Ticket Contract is overbooked, or if We determine that the Ship is overbooked, We may, at Our discretion, deny boarding to any Guest and, at Our further discretion, refund all monies paid or offer another Cruise or CruiseTour in substitute.

## **25. NO SOLICITATION**

You shall not solicit other Guests for commercial purposes or advertise goods and services on board the Ship without the Carrier's prior written permission. Solicitation in any form will result in mandatory disembarkation from the Ship with no refund for any unused portion of the Cruise or CruiseTour Fare or other pre-purchased items including Your return airfare.

## **26. USE OF LIKENESS**

The Guest consents to Carrier's use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. The Guest's consent extends to minors and other persons in the care and charge of the Guest. Guest further agrees that any type of photograph or recording, in any audio or video format, of the Guest, other guests, crewmembers, independent contractors, concessionaires, guest entertainers or any other third party onboard any of Carrier's vessels or depicting said vessels, their design, equipment or any other feature or part of said vessels, shall not be used by Guest for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of Carrier. Carrier is permitted to take any and all reasonable measures to protect Carrier and enforce this provision. The Guest understands and agrees that onboard photographers may photograph Guest and minors and other persons in the care and charge of the Guest, and that those photographs may be processed, displayed and sold to Guests and others. For additional information regarding Carrier's use of Guest's likeness, including use of facial recognition technology, please refer to Section 31 below.

## **27. TIME LIMITATIONS OF ACTIONS; WAIVER OF CLASS ACTION RIGHT; AND VENUE AND GOVERNING LAW**

- a. **SUITS FOR PERSONAL INJURY, ILLNESS OR DEATH:** NO SUIT SHALL BE MAINTAINED AGAINST US FOR PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST ARISING FROM, RELATED TO OR

CONNECTED WITH THE CRUISE, CRUISE TOUR, OPTIONAL FACILITIES AND SERVICES, OR THIS TICKET CONTRACT, UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS BE DELIVERED TO US OR OUR AGENT AT ANY ADDRESS SET FORTH HEREIN WITHIN SIX (6) MONTHS FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH; AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO PERSONAL INJURY, ILLNESS OR DEATH BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

- b. **GUEST WAIVES RIGHT TO CLASS ACTION RELIEF:** THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY LAWSUIT OR ARBITRATION AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SUBSECTION d(3) BELOW, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SUBSECTION d(3) BELOW, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.
- c. **Appointment of Guest as Legal Representative of Minor:** If the Guest is traveling with his or her natural born or adopted minor children, the Guest hereby agrees and stipulates to the appointment, upon boarding of him/herself as the legal representative of such minor children within the meaning of 46 U.S.C. § 30508(d) upon boarding.

d. **VENUE AND GOVERNING LAW:**

**(1) GOVERNING LAW:** EXCEPT AS OTHERWISE SPECIFIED HEREIN, ANY AND ALL DISPUTES WHATSOEVER ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE GUEST'S CRUISE, AS WELL AS THE INTERPRETATION, APPLICABILITY, AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED EXCLUSIVELY BY THE GENERAL MARITIME LAW OF THE UNITED STATES, WHICH SHALL INCLUDE THE DEATH ON THE HIGH SEAS ACT (46 USCS § 30302) WITHOUT REGARD TO CHOICE OF LAW RULES, WHICH REPLACES, SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY STATE OR NATION TO THE CONTRARY.

**(2) VENUE FOR SUITS FOR INJURY, ILLNESS OR DEATH ON CRUISES WHICH EMBARK, DISEMBARK, OR CALL AT ANY UNITED STATES PORT:** FOR CRUISES WHICH DO EMBARK, DISEMBARK or CALL AT ANY PORT IN THE UNITED STATES IT IS HEREBY AGREED THAT ANY AND ALL INJURY, ILLNESS OR DEATH CLAIMS, DISPUTES OR CONTROVERSIES WHATSOEVER ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS CONTRACT OR THE GUEST'S VOYAGE, INCLUDING ANY ACTIVITIES ON OR OFF THE VESSEL OR TRANSPORTATION FURNISHED THEREWITH, SHALL BE COMMENCED, FILED AND LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN MIAMI, FLORIDA, U.S.A., OR AS TO THOSE LAWSUITS FOR WHICH THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LACKS SUBJECT MATTER JURISDICTION, BEFORE A COURT OF COMPETENT JURISDICTION IN MIAMI-DADE COUNTY, FLORIDA, U.S.A., TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTRY, STATE, CITY OR COUNTY WHERE SUIT MIGHT OTHERWISE BE BROUGHT.

**(3) VENUE FOR SUITS FOR INJURY, ILLNESS OR DEATH ON CRUISES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT ANY UNITED STATES PORT:** FOR CRUISES WHICH NEITHER EMBARK, DISEMBARK NOR CALL AT ANY PORT IN THE UNITED STATES, IT IS HEREBY AGREED THAT ANY AND ALL INJURY, ILLNESS OR DEATH CLAIMS, DISPUTES OR CONTROVERSIES WHATSOEVER ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS CONTRACT OR THE GUEST'S VOYAGE, INCLUDING ANY ACTIVITIES ON OR OFF THE VESSEL OR TRANSPORTATION FURNISHED THEREWITH, BETWEEN THE GUEST AND CARRIER SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN MIAMI-DADE COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. GUEST HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY



SUCH ARBITRATION PROCEEDING IN MIAMI-DADE, FLORIDA. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE IN EFFECT AT THE TIME OF FILING THE DISPUTE WITH NAM, WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. NAM CAN BE CONTACTED AT 800-358-2550, ATTENTION COMMERCIAL CLAIMS DEPT., 990 STEWART AVENUE, FIRST FLOOR, GARDEN CITY, NY 11530, TO RESPOND TO ANY QUESTIONS REGARDING THE ARBITRATION PROCESS, AS WELL AS TO REQUEST A COPY OF NAM'S CURRENT COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. CARRIER AND GUEST FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE GUEST ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF SUBSECTION d(2) ABOVE GOVERNING VENUE SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS SECTION. IN ADDITION, ALL PARTIES AGREE TO ARBITRATE ANY AND ALL DISPUTES REGARDING THE EXISTENCE, VALIDITY, TERMINATION OR ENFORCEABILITY OF ANY TERM OR PROVISION IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THIS PROVISION TO ARBITRATE. IN ANY AND ALL ARBITRATIONS, EACH PARTY SHALL BE RESPONSIBLE FOR THEIR OWN COSTS AND FEES INCURRED, INCLUDING THE COSTS OF THEIR ATTORNEYS AND ALL RELATED EXPENSES. THE COST OF THE ARBITRATION ITSELF SHALL BE SPLIT EQUALLY BETWEEN THE PARTIES.

**(4) SUITS OTHER THAN FOR INJURY, ILLNESS OR DEATH:** ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, OTHER THAN FOR INJURY, ILLNESS OR DEATH OF A GUEST, WHETHER BROUGHT IN PERSONAM OR IN REM OR BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR GUEST'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, BETWEEN THE GUEST AND CARRIER, WITH THE SOLE EXCEPTION OF CLAIMS BROUGHT AND LITIGATED IN SMALL CLAIMS COURT IN MIAMI-DADE COUNTY, FLORIDA, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN MIAMI-DADE COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. GUEST HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ARBITRATION PROCEEDING IN MIAMI-DADE, FLORIDA. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE IN EFFECT AT THE TIME OF FILING THE DISPUTE WITH NAM, WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. NAM CAN BE CONTACTED AT 800-358-2550, ATTENTION COMMERCIAL CLAIMS DEPT., 990 STEWART AVENUE, FIRST FLOOR, GARDEN CITY, NY 11530, TO RESPOND TO ANY QUESTIONS REGARDING THE ARBITRATION PROCESS, AS WELL AS TO REQUEST A COPY OF NAM'S CURRENT COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT IN MIAMI-DADE COUNTY, FLORIDA). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. CARRIER AND GUEST FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE GUEST ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF

SUBSECTION d(2) ABOVE GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS SECTION. IN ANY EVENT, NO CLAIM DESCRIBED IN THIS SECTION MAY BE BROUGHT AGAINST CARRIER UNLESS WRITTEN NOTICE GIVING FULL PARTICULARS OF THE CLAIM IS DELIVERED TO THE CARRIER WITHIN THIRTY (30) DAYS OF TERMINATION OF THE CRUISE AND LEGAL ACTION ON SUCH CLAIM IS COMMENCED WITHIN SIX (6) MONTHS FROM THE DATE THE CLAIM AROSE, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY. IN ANY AND ALL ARBITRATIONS, EACH PARTY SHALL BE RESPONSIBLE FOR THEIR OWN COSTS AND FEES INCURRED, INCLUDING THE COSTS OF THEIR ATTORNEYS AND ALL RELATED EXPENSES. THE COST OF THE ARBITRATION ITSELF SHALL BE SPLIT EQUALLY BETWEEN THE PARTIES.

## **28. AMENDMENTS AND MODIFICATIONS**

In the event amendments or modifications to this Ticket Contract are required, they may be added by the Carrier by means of notification to the Guest and will be considered an enforceable part hereof, with the exception to any modifications in Our COVID-19 Policies and Procedures, which may be updated from time to time on Our website.

## **29. FOR PROFIT ENTITY**

Notwithstanding that Carrier, at the Guest's option, arranges air transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of the services, it should be understood that Carrier, being a "For Profit Entity", earns a fee on the sale of optional services.

## **30. YOUR TRAVEL AGENT**

Travel agents and all other agents are declared to be solely Your agents for the purposes of this Ticket Contract and all further documents concerning the Cruise and/or CruiseTour or arrangements made by the agent for any related travel, lodging, shore excursions and tours. Carrier shall not be responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other funds to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You. Further, receipt by Your travel agent of this Ticket Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You.

## **31. PERSONAL DATA AND PRIVACY**

- a. The Guest's personal data, which may include sensitive data, will be processed in accordance with Carrier's privacy policy, which describes how personal data may be processed, and which is available on the Carrier's website. Carrier may update its privacy policy without prior notice. Guest agrees that Carrier may (1) keep Guest's personal and sensitive data, (2) use such personal data in Carrier's business worldwide in accordance with its published privacy policy, (3) share such personal data with Carrier's affiliated or related companies, and (4) subject such personal data to processing worldwide.
- b. Guest agrees that Carrier may disclose personal or sensitive data to unaffiliated third parties (1) with the Guest's consent or authorization, (2) to help complete a transaction for the Guest, (3) to comply with laws, regulations, governmental and quasi-governmental requests, orders or legal processes, (4) to enforce this Contract or other agreements or to protect the rights, safety or property of Carrier or others, (5) as part of a purchase, sale, or transfer of assets or Carrier's business, (6) to Carrier's agents or service providers to perform functions on its behalf, or (7) as otherwise described in Carrier's privacy policy.
- c. Guest agrees that Carrier may use facial recognition technology to facilitate and expedite Guest's embarkation and/or debarkation and for health and safety purposes, as further described in Carrier's privacy policy.

## **32. TRAVEL SANCTIONS AND REGULATIONS**

Guest, including all Guests named on the reservation(s), agrees to comply with Carrier's policies concerning any and all applicable United States Department of the Treasury through the Office of Foreign Assets Control ("OFAC") regulations which can be found at [www.oceaniacruises.com/legal/travel-restrictions/](http://www.oceaniacruises.com/legal/travel-restrictions/). Guest agrees that to the extent Guest violates such policies or is subject to OFAC sanctions, Guest will be refused passage and Guest, along with any other guests included in Guest's reservation(s), will not be entitled to a refund of any amounts paid to Carrier.

### 33. MISCELLANEOUS

The illegality or invalidity of any paragraph, clause, or provision of this Ticket Contract shall not affect or invalidate any other paragraph, clause or provision thereof. All headings set forth in this Ticket Contract are for convenience only and have no separate meaning or effect.

**OCEANIA CRUISES Ltd.**  
7665 Corporate Center Drive  
Miami, Florida 33126  
Telephone: 305.514.2300  
Telefax: 305.514.2222  
www.OceaniaCruises.com

Ticket Contract: 2024 October

#### IMPORTANT – SUMMARY OF DISPUTE RESOLUTION TERMS

For your convenience, this is a summary of certain legal limitations of liability, limitations on damages, and where and when such actions would need to be initiated. **Just because a term is not summarized here does not mean you are not bound by it!** By embarking on your cruise, you agree to **all** Terms and Conditions contained in this of Guest Ticket Contract. It is important you read it in its entirety.

- If your cruise **does** embark, disembark, or call at any U.S. port, all lawsuits for personal injury, illness or death must be filed, if at all, in the United States District Court for the Southern District of Florida. If that Court is without jurisdiction over your lawsuit, then and only then it must be filed before another court of competent jurisdiction located in Miami-Dade County, Florida.
  - The full text of this contractual provision is located at Paragraph 27(d)(2).
- If your cruise **does not** embark, disembark or call at any U.S. port, all disputes arising out of or relating to injury, illness or death must be resolved, if at all, via mandatory, binding arbitration.
  - Arbitration will be administered by National Arbitration and Mediation (“NAM”). Arbitrations may be commenced with NAM at <https://www.namadr.com/submit-a-case/>.
  - The full text of this contractual provision is located at Paragraph 27(d)(3).
- If your cruise **does not** embark, disembark or call at any U.S. port, the maximum amount of damages you may recover for any personal injury or death is 400,000 Special Drawing Rights (“SDR”).
  - The value of SDRs to US Dollars and other currencies fluctuates, and can be found at [https://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](https://www.imf.org/external/np/fin/data/rms_sdrv.aspx)
  - As of October 2024, the USD value of 400,000 SDRs is approximately \$535,000
  - The full text of this contractual provision is located at Paragraph 11(c).
- In the unfortunate event you suffer any injury, illness, or death and wish to make a claim for monetary damages, you must notify Carrier in writing VIA MAIL TO 7665 Corporate Center Drive, Miami, Florida 33126, ATTN: CLAIMS DEPARTMENT, within 185 days from the date of such incident.
  - This notice must include a complete factual description of the basis of your claim.
  - You will waive your right to file a lawsuit if you fail to provide this notice.
  - The full text of this contractual provision is located at Paragraph 27(a).
- All lawsuits for injury, illness or death must be commenced within one (1) year from the date of the incident giving rise to such injury, illness or death.
  - The full text of this contractual provision is located at Paragraph 27(a).
- The exclusive resolution of all disputes is through individual legal action on your own behalf instead of through any class action. You expressly agree to waive any right to participate in a class action.
  - The full text of this contractual provision is located at Paragraph 27(b).