## TERMS AND CONDITIONS

## (Abbreviated)

PLEASE READ THIS IMPORTANT INFORMATION CAREFULLY AS IT IS A SUMMARIZED VERSION OF THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND OCEANIA CRUISES S. de R.L. INC. THIS CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION AS WELL AS CERTAIN LIMITATIONS OF LIABILITY.

General Conditions: Upon booking the cruise, the following terms and conditions form a contract between You and Oceania Cruises S. de R.L. with respect to the rights and obligations of You and Oceania Cruises S. de R.L. located at 7665 Corporate Center Drive, Miami, Florida 33126, (305) 514-2300, and by which You agree to be bound.

THIS CONTRACT IS SOLELY BETWEEN YOU (THE GUEST OF OCEANIA CRUISES) AND OCEANIA CRUISES S. de R.L. OCEANIA CRUISES S. de R.L. ACTS FOR THE OWNER(S) AND OPERATOR(S) OF THE SHIPS DESCRIBED IN THE OCEANIA CRUISES BROCHURE. YOU AGREE THAT PASSAGE ON ANY VESSEL IS GOVERNED BY AND SUBJECT TO THE TERMS AND CONDITIONS OF THE GUEST TICKET CONTRACT. THE GUEST TICKET CONTRACT LIMITS YOUR RIGHTS AND SETS FORTH LIMITATIONS ON THE TIME FRAMES IN WHICH CLAIMS MAY BE MADE AND SUITS MAY BE FILED AGAINST A PARTICULAR VESSEL, ITS OWNERS, OPERATORS, AGENTS AND VARIOUS OTHER THIRD PARTY PROVIDERS. IT IS IMPORTANT THAT YOU READ ALL OF THE TERMS AND CONDITIONS OF THE GUEST TICKET CONTRACT WHICH IS AVAILABLE ONLINE AT www.OceaniaCruises.com OR FROM YOUR TRAVEL AGENT. SPECIFICALLY, IN MAKING A DEPOSIT FOR ANY VOYAGE WITH OCEANIA CRUISES, INC., YOU AGREE TO ALL PROVISIONS CONTAINED IN THE GUEST TICKET CONTRACT RELATING TO VENUE, JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION.

This contract cannot be modified except in writing and signed by an executive corporate officer of Oceania Cruises S. de R.L..

<u>Dispute Resolution:</u> You agree that all disputes and matters whatsoever arising under, or in connection with or incident to this contract shall be subject to the forum, venue and choice of law provisions of the Ticket/Contract

Payment Policy: Bookings made more than 120 days from sailing are required to deposit 20% of the applicable cruise fare for Owner's, Vista, and Oceania Suites and \$750 for all other suite/stateroom categories; for Grand Voyages the per person deposit is \$1,500, and must be made within 7 days of booking. Bookings made between 91 and 120 days of sailing are required to deposit within 3 days of booking and bookings made within 90 days of sailing are required to deposit by the end of the booking day. Bookings made for the Around the World Cruise require a 20% deposit. Bookings not deposited as per this schedule will automatically be cancelled.

Unless otherwise noted, for the Around the World Cruise final payment must be received by Oceania Cruises 180 days prior to cruise departure. Final payment must be received by Oceania Cruises 90 days prior to cruise departures for voyages 14 nights or less and 150 days prior for voyages 15 nights or longer. Oceania Cruises reserves the right to cancel any booking not fully paid at time of final payment. Payment may be made by personal check, American Express, MasterCard, Discover Card or Visa.

Cancellation Policy: All cancellations must be in writing. The following cancellation fees will be assessed for all written cancellations received prior to departure up to the scheduled time of departure.

## Cruises 15 Nights or Longer

## Cruises 14 Nights or less

180-151 Days Prior	\$250 pp Admin Fee *
150-121 Days Prior	25% of fare
120-91 Days Prior	50% of fare
90-61 Days Prior	75% of fare
60-0 Days Prior	100% of fare

120-91	Days Prior	\$250 pp Admin Fee *
90-76	Days Prior	25% of fare
75-61	Days Prior	50% of fare
60-31	Days Prior	75% of fare
30-0	Days Prior	100% of fare

For Owner's, Vista and Oceania Suites the cancellation amounts are as listed above with the exception of cruises less than 15 days, the cancellation amount is 10% of the Fare from 91 to 120 days prior to sailing and for cruises 15 days or longer the cancellation amount is 10% of the Fare from 151 to 180 days prior to sailing.

\*Except for Owner's, Vista and Oceania Suites, the Administrative may be converted to a future cruise credit redeemable on bookings made up to 12 months after cancellation and for travel any time.

Around the World 2019	PH and Below - OS/VS	
Deposit – 181 Days Prior	\$250 PP	10%
180 – 151 Days Prior	25%	25%
150 - 121 Days Prior	50%	50%
120 - 91 Days Prior	75%	75%
90 - 0 Days Prior	100%	100%

Around the World 2020 PH and Below		v - OS/VS	
Deposit - 181 Days Prior	\$500.00	10%	
180 - 151 Days Prior	25%	25%	
150 - 121 Days Prior	50%	50%	
120 - 91 Days Prior	75%	75%	
90 - 0 Days Prior	100%	100%	

(Refer to the full Terms and Conditions and the Guest Ticket Contract for fees relating to the cancellation of optional facilities and services.)

Travel Documentation: All guests must have passports valid for six months following disembarkation and necessary visas when boarding. It is Your responsibility to ensure that You have all necessary documents to participate in the cruise or cruisetour which You have purchased and Oceania Cruises accepts no responsibility for obtaining required visas or for advising You of visa or other immigration requirements. Travel documents are issued approximately 21 days prior to departure.

Responsibility: Oceania Cruises S. de R.L. accepts no liability or responsibility, whether occasioned by railroad, motor coach, private car, boat, aircraft or any other conveyance, for any injury, damages, loss, accident, delay or irregularity which may be occasioned either by reason or defect, through the acts or defaults of any company or person, or in carrying out the arrangements of the cruise or cruisetour, as a result of any cause beyond the control of Oceania Cruises S. de R.L. You specifically release Oceania Cruises S. de R.L. from any and all claims for loss or damage to baggage or property, or from personal injuries or death, or from loss from delay, arising out of the acts, omissions or negligence of any other party, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel, ship owners, ship operators or other providers of services or facilities. All arrangements made for You with independent contractors, including medical services, are made solely for Your convenience and are done at Your own risk and cost. Oceania Cruises S. de R.L. shall not be liable for delay or inability to perform any portion of the cruise or cruisetour caused by or arising out of strikes, lockout or labor difficulties or shortages whether or not the carrier is a party thereto, or explosion, fire, collision, standing or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whosesoever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, Acts of God, or other circumstances beyond its control. Due to government regulations, if You are delayed or unable to board at embarkation, You May not be able to board at a later time. In such event, Carrier shall have no liability to refund any Cruise or Cruise Tour Fa

Cancellation by Oceania Cruises S. de R.L.: Oceania Cruises S. de R.L.: oceania Cruises S. de R.L. reserves the right to withdraw and/or cancel a cruise or cruisetour or to make changes in the itinerary and hotel accommodations whenever, in its sole judgment, conditions warrant. In the event of charters of the vessels, truces, lockouts, riots or stoppage of labor from whatever cause or for any other reason whatsoever, the Owner or Operator of the vessels identified in the current brochure may, at any time, cancel, advance or postpone any scheduled cruise or cruisetour and may, but is not obligated to, substitute another vessel or itinerary and Oceania Cruises S. de S.L. shall not be required to refund any amount paid by any guest who must leave the cruisetour prematurely for any reason, nor shall Oceania Cruises S. de S.L. or the Owners or Operators of the vessels identified in Oceania Cruises' brochure be responsible for the lodging, meals, return transportation or other expenses incurred by such guest.

Services Provided by Airlines: Oceania Cruises S. de R.L. reserves the right to choose the air carrier, routing and city airport from each gateway city. Any changes made to an issued airline ticket will incur an administrative change fee. Any additional costs including penalties for cancellations/rebookings will be made at Your expense. All airline tickets issued by Oceania Cruises S. de R.L., are refundable only to Oceania Cruises S. de R.L., therefore, all tickets should be returned to: Oceania Cruises S. de R.L., Attention: Air Refunds. Oceania Cruises S. de R.L. will determine the amount of any refund due. If the air ticket is lost, You are responsible for the costs of its replacement. Oceania Cruises S. de R.L. has no responsibility for altered travel plans caused by airline delays or for any act, omission or event occurring while not onboard. Oceania Cruises S. de R.L. cannot confirm airline seat assignments, add frequent flyer numbers to airline records or request special meals. These services must be arranged by You or Your travel agent directly with the airline.

Insurance: We highly recommend adequate personal and baggage insurance and trip cancellation insurance for all guests. All cancellation policies will be strictly enforced. Applications for insurance are provided upon request.

Physically Challenged Guests: We welcome guests with special needs. Guests who have any medical, physical or other special needs must contact Oceania Cruises S. de R.L. at 305-514-2300, to obtain additional assistance.

Sellers of Travel Laws: Oceania Cruises has obtained exemption from the Sellers of Travel Laws of Florida, California and other similarly situated jurisdictions based upon its status as a common carrier/ocean carrier.

Revised: 080412