

# TICKET CONTRACT

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**IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND OCEANIA CRUISES S. de R.L., THIS TICKET/CONTRACT CONTAINS SUBSTANTIAL PENALTIES FOR CANCELLATION, AS WELL AS CERTAIN LIMITATIONS 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. PLEASE READ ALL THESE TERMS AND CONDITIONS CAREFULLY, PARTICULARLY CLAUSES 10, 11 AND 27 GOVERNING OUR LIABILITY AND YOUR RIGHT TO SUE OR ARBITRATE. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH 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. 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. Any alteration to any term of this Ticket/Contract must be in writing and signed 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 Clause 10(a), 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.**

## 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 S. de R.L. 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 Ticket Contract (or any substituted Ship), the Ship’s owners, operators, managers, charterers, and agents, any affiliated or related companies of Oceania Cruises S. de R.L., 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 or 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 those additional facilities and services offered by Carrier and added to the Cruise, including but not limited to water transportation, air transportation, hotel accommodations and ground transportation.
- 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 concerning the specific itinerary of Your Cruise or CruiseTour. Any increase or decrease in any component of Prepaid Charges may be made the subject of adjustment, in Our discretion. The amount charged herein may vary.
- 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 or Cruise Tour Fare which may include, but are not limited to, vacation protection insurance coverage, transfer costs, shore excursions, spa treatments, internet, visas and prepaid gratuities 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.

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

We acknowledge receipt of payment by You of the total Cruise Fare 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 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 CruiseTour Fare, subject to all of the terms and conditions of this Ticket Contract regarding Our liability.

### **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 provided herein, 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:

- a. If We cancel the Cruise or CruiseTour before it has started, We will 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 make a proportionate refund of the Cruise Fare 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. **THIS TICKET CONTRACT IS NON-TRANSFERABLE**

This Ticket Contract is not transferable or assignable by You and is valid only on the Ship and for the Cruise or CruiseTour shown above. 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 6 of this Ticket Contract.

#### 6. **CANCELLATION POLICY**

You are not entitled to any refund, payment, compensation of any kind or credit for cancellation except as provided in this section. Cancellation penalties will apply when the entire Cruise 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 air supplement. 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 change a booking from cruise only to include cruise and 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 change fee of up to \$150 per person. Bookings cannot be converted from cruise only to air/sea within thirty (30) days of sailing.

Any changes to a reservation that result 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, air or land programs, 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.

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

120 - 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 the exception of cruise 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.

+ The Administration Fee 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 and World Odyssey Cruises:

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)

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 Optional Facilities and Services listed below:

Pre-/Post-Cruise Hotel Packages	Within 45 days of cruise departure	100% fee
Pre-/Post-Cruise Land Packages	Within 60 days of cruise departure	100% fee
Overland Tours	Within 45 days of cruise departure	100% fee
A La Carte Shore Excursions	Within 36 hours of tour departure	100% fee
Unlimited Passport & Your World Packages	On or after embarkation day	100% fee
Executive Collections	Within 36 hours of tour departure	100% fee
Regular and Private Transfers	Within 4 days of transfer date	100% fee
Visa Packages	Within 60 days of cruise departure	100% fee

**7. GUEST'S WARRANTIES; RIGHT TO REFUSE PASSAGE, CONFINE YOU TO STATEROOM OR DISEMBARK YOU**

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, without liability for any refund, payment, compensation or credit of any kind, 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 any Guest who may be suffering from contagious or infectious disease or whose presence, or that of any accompanying child, 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 himself/herself or 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 whatsoever.

**8. EMBARKATION**

Upon embarkation, You shall have in Your possession this Ticket Contract, valid passport, visas, inoculations card, minor's permissions and all other documents necessary for the scheduled ports of call and final destination. 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 aboard the Ship at least one (1) hour before scheduled departure time. 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 any case described in the preceding sentence, We shall refund to You the Cruise Fare or CruiseTour Fare paid by You and We shall have no further liability to You whatsoever. In addition, Clause 19 below 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 19, We may require as a condition to embarkation a certificate of fitness for certain Guests. You may be refused embarkation if You fail to follow the certificate of fitness requirement of Clause 19 or if You attempt to bring on the Ship equipment not permitted on board, in which case You shall forfeit the applicable Cruise Fare or CruiseTour Fare in full, and We shall have no further liability to You whatsoever.

## **9. 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. Except as provided in Clause 4(c) above, 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, 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, or if You have not embarked, We may cancel the proposed voyage without liability to refund any Cruise or CruiseTour Fares paid in advance.

## **10. CARRIER'S LIABILITY**

a. ON INTERNATIONAL CRUISES 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. \$608,000, 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. \$380,000, 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 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-SHIPING INCIDENT) IS LIMITED TO THE LOWER OF 250,000 SDRS PER PASSENGER OR 340 MILLION SDRS 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 [HTTP://EUR-LEX.EUROPA.EU/LEXURISERV/LEXURISERV.DO?URI=OJ:L:2009:131:0024:0046:EN:PDF](http://EUR-LEX.EUROPA.EU/LEXURISERV/LEXURISERV.DO?URI=OJ:L:2009:131:0024:0046:EN:PDF). 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/corporate/legal/default.aspx>

b. ON ALL OTHER CRUISES 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).

c. Force Majeure: 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, fire, or any other cause whatsoever beyond Our reasonable control.

d. 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.

e. 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.

f. 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.

g. 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. 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.

## 11. **THIRD PARTY PROVIDERS**

We, as the Carrier, may also provide other services or facilities as a convenience 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.

#### **12. 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. 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. 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.

#### **13. DANGEROUS ITEMS**

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.

#### **14. 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.

#### **15. 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.

#### **16. PETS**

No pets or other animals, except for certain necessary service animals of a disabled Guest, 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 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.



## **17. 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.

## **18. 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.

## **19. 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. A certificate of fitness may be required for certain Guests with communicable diseases. 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. We strongly recommend that if You are using any make or model of wheelchair that You travel with someone who is able to assist You, both on shore and on board the Ship. 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 onboard 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 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 if they board in violation of this policy.

## **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 10 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**

Carrier has the exclusive right to use video and other visual/audio portrayals of You or Your likeness taken during Your Cruise in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of Carrier without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of the Carrier.

## **27. FORUM, CLAIMS SUBJECT TO BINDING ARBITRATION, TIME LIMITS FOR CLAIMS, AND CLASS ACTION WAIVER**

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, CRUISETOUR 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. ARBITRATION AND FORUM FOR SMALL CLAIMS, AND ALL OTHER CLAIMS: ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A GUEST, WHETHER 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 TICKET CONTRACT OR GUEST'S CRUISE, OR CRUISE TOUR, 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, 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, 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 SUIT 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 CLAUSE 27 (C) BELOW GOVERNING FORUM AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS CLAUSE. IN ANY EVENT, NO CLAIM DESCRIBED IN THIS CLAUSE 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.

c. FORUM FOR LAWSUITS: EXCEPT AS OTHERWISE PROVIDED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE AGREE IRREVOCABLY THAT ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR INCIDENT TO THIS TICKET CONTRACT OR YOUR CRUISE OR CRUISE TOUR INCLUDING ANY CLAIM FOR PERSONAL INJURY, SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN MIAMI, OR AS TO THOSE LAWSUITS OVER WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY.

d. CLASS ACTION WAIVER: THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION OR ARBITRATION ON YOUR 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, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH ABOVE, 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.

**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 attached form and will be considered an enforceable part hereof.

**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. 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 S. de R.L.**

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Ticket Contract 2018 September