



**IMPORTANT NOTICE: THIS GUEST TICKET/CONTRACT AND ITS TERMS AND CONDITIONS CONTAIN 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 5, 15, 16, 17, 18, and 43.**

**THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.**

**OCEANIA CRUISES**

**AUSTRALIA (AUD)/NEW ZEALAND (NZD) TICKET CONTRACT**

**1. INTRODUCTION**

Information contained in this document is not an offer and does not, on its own, constitute a contract. The transportation of Guests and baggage on vessels operated by Oceania Cruises Ltd. d/b/a Oceania Cruises ("Oceania Cruises", "we", "us" or "our") is governed by the terms and conditions of the Customer Contract, which is comprised of this Guest Ticket Contract, your booking confirmation (whether hard copy or electronic), the Cruise Industry Passenger Bill of Rights and other applicable Oceania Cruises policies. The Customer Contract contains information that affects your legal rights and we recommend that you read the terms carefully of this Guest Ticket Contract. A copy of the Guest Ticket Contract, booking confirmation, Cruise Industry Passenger Bill of Rights and other applicable Oceania Cruises policies are available by contacting your Travel agent or online at [www.oceaniacruises.com](http://www.oceaniacruises.com).

NCL Australia Pty Ltd ABN 80 607 578 781 (New Zealand overseas company number 5837005) enters into the Customer Contract for itself and as agent for Oceania Cruises Ltd. doing business as Oceania Cruises and its subsidiaries, parent companies, affiliates, agents, assigns, as well as the vessel upon which the voyage was booked or any vessel substituted in its place, including the master and crew of the vessel(s) for Guest's voyage. The "Guest" is each person whose name appears on the face of the Guest ticket and/or who uses the ticket for passage on the voyage described in the ticket, and includes any accompanying minors, and any of their heirs, successors, assigns or representatives.

The Customer Contract between each Guest and Oceania Cruises will govern the terms and conditions of that relationship and becomes effective upon booking a cruise or cruise package with Oceania Cruises.

The Customer Contract only applies to bookings made in Australia and which we agree to make, provide or perform as applicable as part of our agreement with you. The Guest agrees that this Customer Contract governs the relationship between the Guest and Oceania Cruises, regardless of the Guest's age, whether the Guest purchased the ticket on his or her own behalf, and/or whether the ticket has been held and/or presented by another person on behalf of the Guest. No person other than the person(s) named in the Guest Ticket Contract can use the Guest Ticket Contract without the express written agreement of Oceania Cruises. This Guest Ticket Contract is only valid for the cruise specified in the ticket. To the extent of any conflict or inconsistency between:

1. this Guest Ticket Contract;
2. the booking confirmation;
3. the Cruise Industry Passenger Bill of Rights and other applicable Oceania Cruises policies;
4. the terms of any Oceania Cruises advertisement or offer; and
5. the oral or written representations of any Oceania Cruises representative.

This Guest Ticket Contract will take precedence unless there is a direct conflict between the Guest Ticket Contract and the Cruise Industry Passenger Bill of Rights, in which case the Cruise Industry Passenger Bill of Rights will control.

Please note that this Guest Ticket Contract should be read in its entirety before booking a cruise or other additional component with us.

The operation of certain laws, such as the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) ("**CCA**") and similar Australian state-based and New Zealand consumer legislation as applicable, cannot be excluded by law ("**Consumer Laws**"). Nothing in the Customer Contract alters any protection afforded by the relevant Consumer Laws.

Unless otherwise specified, all prices in this Guest Ticket Contract are quoted in Australian dollars or New Zealand dollars, based on where the booking is made and include relevant taxes and fees (such as Australian or New Zealand goods and services tax ("**GST**"), as applicable). Please note that the information and prices shown in this document may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the document information and prices at the time of printing, regrettably errors do occasionally occur. You will be advised of the current price of any cruise or additional component that you wish to book before your contract is confirmed.

## **2. BOOKING PROCEDURE AND CREATION OF A CONTRACT**

In order to make a booking, please contact your travel agent or an Oceania Cruises representative at our Australian Contact Centre on 1300 355 200 or on 0880 625 691 for New Zealand customers. In order to confirm a booking a deposit is payable in accordance with the Deposit & Payment Policy set out at clause 6 of this Guest Ticket Contract, plus any additional monies payable for hotels or other additional component being booked through us.

After we receive your booking, and all appropriate payments, if the arrangements you wish to book are available, we will issue a booking confirmation and invoice. A binding agreement, being the Customer Contract, will come into existence between us when we dispatch this booking confirmation and invoice to the party leader or your travel agent. Contact us immediately if any information which appears on the confirmation, or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We do not accept any responsibility for any loss that you may incur by making travel arrangements other than through Oceania Cruises or an authorised Oceania Cruises representative.

Quotes are only valid to the end of telephone calls or at the time of booking. When making a booking, you will be required to provide your full name as it appears on your passport as well as your date of birth. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these terms and conditions and has the authority to and does agree to be legally bound by them;
- b. he/she consents to our use of information in accordance with our Privacy Policy;
- c. he/she is over 21 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- d. he/she will be responsible for making all payments due to us.

**Information required from you:** At the time of booking we will require Guest contact information for all Guests on the booking including email address and contact phone number. In the event of last minute schedule changes or emergency situations we may need to use this information to contact the Guest directly. You must provide the relevant details at the time of booking your cruise or no later than the deposit due date. Our procedures may change from time to time and we will inform you of any changes at the time of booking or as soon as possible thereafter. If you fail to supply the details requested, both fully and accurately, you may not be permitted to board your cruise ship. We will not accept any liability in this situation and we will not pay you any compensation or make any refunds. You will also be responsible for your onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### **3. TICKETS & VOUCHERS**

Except to the extent required by law, or otherwise as provided in this Guest Ticket Contract, your booking confirmation and any other vouchers associated with your cruise or additional components are not transferable to another person. If someone else attempts to use your travel documents or vouchers to check- in and we discover that that person is not you, they will be denied boarding. Late arrivals may be deemed as a no-show and if so, any associated fare may not be refundable. To the extent permitted by law, Oceania Cruises will not be held responsible for any late arrival or failure to join a cruise, where the late arrival or failure to join is the result of events outside of our control.

### **4. CRUISE FARES**

These fares are valid only for residents of and through travel agents based in Australia or New Zealand. All fares shown on our Australian/New Zealand website and quoted in our Australian or New Zealand brochures and any supplements to those brochures, are cruise only per person, and are based on double occupancy for the specified Stateroom grade, unless otherwise noted. Cruise fares cover the cruise for you (and your baggage allowance) from the point of departure as specified on your cruise voucher to the point of final destination as specified on your cruise voucher, and include the following, where applicable:

- Full on-board accommodation.
- Free 24 hour room service (alcohol excluded).
- Pre-paid Service Charges. (AU/NZ only)
- Complimentary on-board dining within prescribed hours, not including specialty restaurants where a cover charge may be imposed in certain restaurants.
- On-board room service dining.
- On-board entertainment.
- On-board gym access (but not personal training or exercise classes).

- On-board poolside activities.
- On-board outdoor pools and hot tubs.
- Tea and Coffee.
- Fresh Juices.
- Bottled Water.
- Soft Drinks.
- Internet access unless otherwise stated.
- In respect of total cruise fares, taxes, port charges and government fees/taxes as applicable (subject to change and/or apply supplemental taxes, governmental fees/taxes and/or port charges); and
- Fuel costs (subject to change and/or apply fuel supplement surcharge).

Cruise fares do not include the following:

- Meals in specialty restaurants La Reserve and Privee.
- Entertainment-based dining.
- Alcoholic beverages.
- Service gratuities (a 20% service gratuity will be automatically added to all beverage purchases, unless part of purchased drink package where this is included, spa services and dining at La Reserve. Guests may adjust these service charges while onboard the vessel at their sole discretion).
- Energy drinks.
- Spa treatments and salon services.
- Exercise classes and personal trainer.
- Casino and gambling activities.
- Transfers and airfares (unless pre-purchased separately).
- Hotel stays pre-/post-cruise (unless pre-purchased separately).
- Duty-free shopping, gift shop purchases, or art purchases.
- Shore excursions.
- Photography.
- Specialty on-board seminars.
- Phone calls off the ship.
- Satellite connection for mobile phones.
- Laundry services.
- Use of the Medical Center.
- Any additional credit card and fuel supplement surcharges and,
- Supplemental taxes, fees, port expenses and/or charges imposed by governmental or quasi-governmental authorities as well as taxes on the provision of additional services, including services that are not provided by Oceania. As such, Oceania reserves the right to pass thorough the extra amount(s) to the Guest.

All fares shown on our Australian/New Zealand website, quoted in our Australian or New Zealand brochures or which otherwise appear in our advertisements, including discounts, shipboard credits, offers, upgrades or special amenities are valid for new bookings only on selected sailings, and are subject to availability. Existing bookings on these promotion sailings that are cancelled and which are rebooked do not qualify for these offers. They are not

combinable with any other offer or loyalty programme benefits, are capacity controlled, and may be withdrawn at any time without prior notice.

Cruise fares indicated are based on known operating costs at the date of going to print in respect of the relevant costs. They are a fare guide only and remain subject to currency surcharges or adjustments without notice until fully paid to Oceania Cruises. This includes any deposits paid.

Fares do not include air or land arrangement or transfers, unless otherwise specified. All other charges are converted from US dollars into Australian dollars or New Zealand dollars, as applicable on the date of payment.

Once we have received your deposit or full payment, the cruise fare is secure, except in the event of substantial increases in operating costs, tariffs or government or quasi-government taxes and fees (including port charges, fuel supplement surcharges and taxes) that are beyond our control. In such cases, we reserve the right to add a surcharge, whether you have confirmed a booking under deposit or have made final payment, prior to your embarkation date. Oceania Cruises reserves the right to charge a fuel 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 supplement will not exceed \$10.00 USD per passenger per day. This charge may apply, at Oceania Cruise's sole discretion, to existing and new reservations and Oceania Cruises may collect the fuel supplement at the time of sailing, even if the cruise fare has been paid in full. We will notify you before any such surcharge is added to your cruise fare. In some circumstances you may be entitled to cancel your booking (and to a full or partial refund of any payments made to the date of cancellation) where an additional surcharge has been added prior to embarkation and we have failed to notify you within a reasonable time. To the extent permitted by law, we reserve the right not to honour any published prices that we determine are erroneous due to printing, electronic or clerical error.

## **5. CARRIER'S DISCRETION INCLUDING ITINERARY CHANGES AND CANCELLATION BY OCEANIA CRUISES**

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 provided in this clause or as required by law, to cancel any cruise, 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 cruise tour including but not limited to aircraft, other transportation or any hotel at which You are scheduled to stay.

Arrangements for the holidays are made many months in advance by Oceania Cruises. Itineraries may change from time to time, both before and after your sailing departs. We regret we cannot guarantee that ships will call at every port of follow every part of the advertised itinerary. We and the Master of the ship have the right to omit any port(s) and deviate from the advertised itinerary at any time for any reason. We must also reserve the right to cancel confirmed bookings in accordance with the law. Most changes are minor but occasionally we may have to make "significant change". Examples of "significant changes" include the following when made before departure: a change of Stateroom category to that of a lower official classification for the whole or a major part of your holiday, a change of ship, a change in the length of your cruise by more than 12 hours and a significant change of itinerary missing out more than one major destination substantially or altogether, a change in embarkation or disembarkation port which would significantly affect connecting travel arrangements. 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 in connection with such actions, unless otherwise required by law:

- a. In the event of a significant alteration or cancellation prior to departure, we will inform you as soon as possible and will offer you the choice of the following options in full and final settlement of all claims and liabilities in connection with such actions.
  1. (for significant changes) accepting the changed arrangements or
  2. Purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
  3. Cancelling or accepting the cancellation in which case you will receive a full cruise credit or, if required by law, a full refund of the cruise fare you have paid to us.
- 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 will 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 Cruise is shortened or terminated once it has commenced, (for reasons other than mechanical failure of the ship) We will, at Our option, either issue a proportionate cruise credit of the cruise fare, transfer You to another ship for completion of the cruise or transfer you to the ship's scheduled port of disembarkation by other means. If required by law, we will give you the option of receiving a proportionate refund of the cruise fare instead of a proportionate cruise credit. 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 transfer You to the port of disembarkation as booked and ticketed by Us.
- e. If any component of Your cruise tour, 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.

To the extent permitted by law, the above sets out the maximum extent of our liability for itinerary changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of such changes or cancellation. We strongly recommend purchasing travel insurance for your cruise. Please note: where services with a higher price than the original are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. To the extent permitted by law, we will not pay compensation if services are offered by us and accepted by you with a higher price than that originally booked with the same itinerary or on the same ship where no additional payment is made by you.

## **6. DEPOSIT AND PAYMENTS**

For all cruises, a deposit is required in order to confirm a booking. Additional monies for hotels may be required to confirm hotel rooms which otherwise form part of your itinerary. American Express, MasterCard, and Visa are accepted for deposits and full payments. For your convenience, your final payment may be automatically charged to the credit card used to make the initial deposit.

When using your credit or debit card to pay us directly for your cruise and/or other additional arrangements, please be aware that credit card surcharges may apply. We may process the transaction via a bank outside of Australia and your card issuer may choose to charge you a foreign processing fee. We advise you to check the terms and conditions of such foreign transactions with your card issuer in advance of making a payment to us. Oceania Cruises accepts no responsibility for credit card foreign currency/transaction processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Oceania Cruises. Third party credit card charges can only be accepted when accompanied by valid authorisation to charge from the relevant card owner. None of these fees accrue to the benefit of Oceania Cruises.

If final payment is not received by us on or before the end of the prescribed time period, or it is received but subsequently reversed, we may cancel your reservation. Once payment is received, the reservation may be cancelled by you in writing, though cancellation fees may apply as set out below, and in accordance with clause 4 of these Cruise Terms and Conditions.

#### **DEPOSIT AND PAYMENTS - CRUISES 14 DAYS OR LESS**

To secure your booking, the following deposits are required.

- AU\$1,000/NZ\$1,100 per Guest, per cruise segment<sup>^</sup>, up to and including Penthouse suite.
- 20% per Guest Full Fare for Owners, Vista and Oceania Suites.

#### **Bookings made 121 days or more prior to sailing:**

Deposit due within 5 days & final payment of the Full Fare is due 120 days prior to sailing.

#### **Bookings made between 120 - 91 days prior to sailing:**

Full & final payment of the Full Fare is due within 3 days of booking.

#### **Bookings made between 90 - 0 days prior to sailing:**

Full & final payment of the Full Fare is due at time of booking.

<sup>^</sup> Cruise Segments can be classified as one part of the sailing itinerary. This can be sold as back to backs or as longer voyage combo sailing itineraries.

#### **Cancellation Charges**

Cancellation notice must be received in writing by Oceania Cruises. Cancellation fees will be calculated from the date the notice is received by Oceania Cruises. Guests who cancel within the indicated periods, are subject to the following cancellation charges:

Deposit to 181 days prior to sailing -AU\$350/NZ\$400 administration fee per Guest (all categories).

180 to 121 days prior to sailing - AU\$1000/NZ\$1100 administration fee per Guest (category 'G' inside Staterooms to Penthouse Suite 'PH1' Staterooms) 10% of Full Fare (Oceania Suite 'OC' Staterooms to Owner's Suite 'OS' Staterooms),

120 - 91 days prior to sailing - 50% of Full Fare

90 - 61 days prior to sailing - 75% of Full Fare

60 – 0 days prior to sailing - 100% of Full Fare\*

\*100% cancellation fee will be imposed in the event of no-show. 'Full Fare' is defined as the full cost of any cruise or additional land or other component purchased from Oceania Cruises, excluding optional facilities and services fees. Cancellation charges are strictly enforced.

#### **DEPOSIT AND PAYMENTS - CRUISES 15 DAYS OR LONGER (EXCLUDING WORLD CRUISES)**

To secure your booking, the following deposits are required:

- AU\$1,000/NZ\$1,100 per Guest per cruise segment<sup>^</sup>, up to and including Penthouse Suites.
- For Grand Voyages, AU\$2,000/NZ\$2,250 per Guest up to and including Penthouse Suites.
- 20% per Guest of Full Fare for Owners, Vista and Oceania Suites.

#### **Bookings made 151 days or more prior to sailing.**

Deposit due within 5 days of booking & final payment of the Full Fare is due 150 days prior to sailing.

#### **Bookings made within 150 days of sailing.**

Full & final payment of the Full Fare is due at time of booking.

<sup>^</sup> Cruise Segments can be classified as one part of the sailing itinerary. This can be sold as back to backs or as longer voyage combo sailing itinerary.

#### **Cancellation Charges**

Cancellation notice must be received in writing by Oceania Cruises. Cancellation fees will be calculated from the date the notice is received by Oceania Cruises. Guests who cancel within the indicated periods are subject to the following cancellation charges:

Deposit to 181 days prior to sailing -AU\$350/NZ\$400 administration fee per Guest (all categories).

180 to 151 days prior to sailing – AU\$1000/NZ\$1100/US\$750 administration fee per guest (category 'G' inside Staterooms to Penthouse Suite 'PH1' Staterooms) and 10% of Full Fare (Oceania Suite 'OC' Staterooms to Owner's Suite 'OS' Staterooms).

150 - 91 days prior to sailing - 50% of Full Fare

90 days – 61 days prior to sailing - 75% of Full Fare

60 - 0 day prior to sailing - 100% of Full Fare\*

\*100% cancellation fee will be imposed in the event of nonappearance. 'Full Fare' is defined as the full cost of any cruise or additional land or other component purchased from Oceania Cruises, excluding optional facilities and services fees. Cancellation charges are strictly enforced.

#### **DEPOSIT AND PAYMENTS – WORLD CRUISES**

To secure your World Cruise booking, the following deposits are required.

- 20% per Guest of full fare.

#### **Bookings made 181 days or more prior to sailing.**

Deposit due within 5 days of booking & final payment of the Full Fare is due 180 days prior to sailing.

#### **Bookings made within 180 days of sailing.**

Full & final payment of the Full Fare is due at time of booking.

### **Cancellation Charges**

Cancellation notice must be received in writing by Oceania Cruises. Cancellation fees will be calculated from the date the notice is received by Oceania Cruises. Guests who cancel within the indicated periods are subject to the following cancellation charges.

Deposit to 181 days AU\$700/NZ\$800 administration fee per Guest (category 'G' inside Staterooms to Penthouse Suite 'PH1' Staterooms) 10% of Full Fare (Oceania Suite 'OC' Staterooms to Owner's Suite 'OS' Staterooms)

180 - 151 days prior to sailing - 25% of Full Fare

150 - 121 days prior to sailing - 50% of Full Fare

120 - 91 days prior to sailing - 75% of Full Fare

90 - 0 days prior to sailing - 100% of Full Fare\*

\*100% cancellation fee will be imposed in the event of no-show. 'Full Fare' is defined as the full cost of any cruise or additional land or other component purchased from Oceania Cruises, excluding optional facilities and services fees. Cancellation charges are strictly enforced.

### **ANCILLARY SERVICES CANCELLATION**

<b>Description</b>	<b>Date of Cancellation</b>	<b>Cancellation Charge</b>
Pre-and Post-Cruise Hotel Packages	Within 90 days prior to departure	100%
Pre-and Post-Cruise Land Packages	Within 90 days prior to departure	100%
Pre-Bookable Overland Programmes*	Within 90 days prior to departure	100%
Visa Packages	Within 90 days prior to departure	100%
Executive Collection & Private Transfers (Car & Van)	Within 36 hours of departure	100%
A La Carte Shore Excursions	Within 36 hours of sail Departure time	100%
Shore Excursion Packages	On or after Embarkation Day	100%
Air Package add-on & Airfare, including upgrades	Within 90 days prior to departure	100%
Air Customisation fee	When Requested (Non-Refundable fee)	100%
Culinary, La Reserve & Privée	Within 36 Hours of Scheduled Reservation	100%

### **7. CRUISE BOOKING AMENDMENT**

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such request. Where we can meet a request, all changes will be subject to payment of an administration fee of AU\$100/NZ\$110 per person per change being charged, as well as any applicable rate changes or extra costs incurred, as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase closer to the departure date at the time of any changes that are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you and cancellation fees may be payable in accordance with clause 6 of this Guest Ticket Contract, above.

Note: Certain travel arrangements, particularly, Guest name, ship, sail date, category of suite or value of your booking may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Please see clause 8 of this Guest Ticket Contract below for further details. If you make an amendment that results in a reduction in the price of the booking value, the difference in price will be subject to a charge in line with the percentages and timescales detailed in clause 6 of this Guest Ticket Contract above. For all minor changes made after final payment date, an amendment fee of AU\$100/NZ\$110 per person per booking will be payable together with any expenses (such as hotel or any other suppliers charges) incurred by ourselves or imposed by any of our suppliers.

## **8. CRUISE BOOKING CANCELLATION**

Cancellation fees for cruise, land and other additional components may apply to Guests who have made a reservation as set out in clause 6 of this Guest Ticket Contract. Notice of cancellations must be provided in writing to your travel agent or us.

We recommend that you use recorded delivery. All documents issued must be returned together with the notice of cancellation. We are unable to provide refunds for Guests failing to comply with these booking conditions.

Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown at clause 6 of this Guest Ticket Contract above (the cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling).

In particular:

- Reservations that are not paid in full by the final payment due date are subject to cancellation by Oceania Cruises, and in the event a reservation is cancelled, a cancellation fee will apply.
- No refunds will be given on any cruise for no-shows.
- No refunds will be made in the event of interruption or cancellation by any Guest after the cruise begins.
- No refunds will be given for any missed days of a land package.
- Cancellation fees for land and other additional components will apply even if the reservation is not cancelled in full.
- Name substitutions are considered cancellations and cancellation fees will apply. Spelling corrections which have the effect of a substitution may also be considered cancellations.
- Where they do not occur through any fault, act or omission of Oceania Cruises, departure date changes for a cruise, land package or other additional component are considered cancellations and are subject to cancellation fees.
- Full or partial refunds of your Full Fare may be provided if:
  - we are unable to carry you and you have confirmed and paid for your cruise;
  - we have to cancel or otherwise make a significant change to your itinerary and no alternative options are available to you in accordance with Section 5 above;
  - the amount of any surcharge on your booking entitles you to a refund upon cancellation; or
  - you have made a cancellation, in which circumstance any refund will be paid in accordance with clause 2 above.

Requests for refunds must be in writing to Oceania Cruises at Level 12, 321 Kent Street, Sydney, NSW, 2000.

Refunds will be paid to the Guest who paid the cruise fare via the same method and paid in the same currency

used to pay for the cruise fare. Refund processing time is usually between four to six weeks but may be longer. Refunds include any applicable taxes and charges but exclude any applicable fees.

## **9. AMENITIES**

Shipboard credit is in US dollars per Stateroom based on double occupancy and cannot be redeemed for cash or used for further discount off any cruise fare. It may be used for on-board services only and any unused credit will be forfeited at the end of the cruise. Beverage packages are for up to two full-fare paying adults of 21 years of age or older per Stateroom. Additional restrictions may apply.

## **10. SINGLE SUPPLEMENT, 3RD AND 4TH PERSON FARES**

Unless otherwise stated, single occupancy charge will be 200% of the double occupancy fare for the relevant suite or Stateroom including any port taxes and fares calculated in any cruise fare. 3rd and 4th person rates are available on request. Any Guest under the age of 21 must be accompanied by and occupy the same Stateroom as an adult aged 21 years or older. This only applies to booking made prior to January 7, 2026.

## **11. BAGGAGE POLICY**

### *Allowance*

Each Guest may bring up to 30kg of baggage on board a cruise. Guests travelling by air will need to check with the applicable airline, if you have booked flights otherwise form part of your itinerary, for specific restrictions.

### *Damage*

Baggage lost or damaged when boarding or disembarking the ship must be reported, and an Irregularity Report must be filed with the Guest Services Desk or Oceania Cruises personnel prior to ship's departure from port or prior to leaving the local customs area. We will not be responsible for any loss or damage which is not so reported. To the extent permitted by law, our liability for loss or damage to personal baggage shall be limited to AU\$50 (as applicable, depending on where you purchased your ticket) per Guest.

Guests' baggage and property are transported, stored and handled at owners' risk at all times. Baggage and personal belongings will be taken off the ship upon Guest debarkation.

Carriage of a Guests baggage by a third party as a result of any cruise package or ancillary offering added to your itinerary is subject to the terms and conditions and any conditions of carriage of the third party service provider. Oceania Cruises strongly urges you to insure all baggage and personal effects prior to leaving your residence.

### *Searches*

Oceania Cruises or any governmental officer, port official or their representatives may require you to submit to clothing and body searches, require you to submit your baggage to searches or inspections, or may search or inspect your baggage with or without you being present. Oceania Cruises reserves the right to refuse any items that may reasonably be considered dangerous. As a result of a search or if you refuse to submit yourself or your baggage to a search, we may refuse to carry you and your baggage and may deliver your baggage to government, port or other officials if required to do so. Except as otherwise provided by applicable laws, if a search or screening causes damage to you or your baggage we will not be liable for the damage, unless it was caused by our negligence.

## **12. DINING**

Recommended on-board clothing is resort or country club-casual. For evening dining, elegant casual resort wear is suggested. We request that jeans, shorts, t-shirts or tennis shoes not be worn at dinner.

### **13. SERVICE CHARGES**

For your convenience, service charges have been included in your cruise fare. An additional gratuity per Guest per day has also been included in any cruise fare for Guests occupying Penthouse, Vista or Owner Suites where butler service is provided. Please see section 4 regarding additional service gratuities not included in your cruise fare.

### **14. TRAVEL INSURANCE**

All Guests are recommended to have adequate insurance cover against cancellation, medical expenses, loss of luggage etc., and it is the Guest's responsibility to ensure that adequate insurance is taken to cover the full purchase price of the cruise, including and land programme, accommodation or other third party service costs applicable to your itinerary, valid from the date of deposit being made. We would recommend that you contact your Travel agent or an independent insurance broker or expert for details of suitable policies. Should you choose to travel without adequate insurance cover, we (Oceania Cruises) will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. **Should you wish to make a claim via your Insurance provider, please contact Oceania Cruises office for further assistance. Any Future Cruise Credits maybe forfeited with any claim you make.**

### **15. CIRCUMSTANCES OUTSIDE OUR CONTROL**

In this Guest Ticket Contract, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, epidemics or pandemics, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, unavoidable technical failure with transport, lawful deviation at sea in response to a distress call or other emergency and all similar events outside our control. Except where otherwise expressly stated in this Guest Ticket Contract and to the extent permitted by law, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

### **16. OUR RESPONSIBILITY**

Subject to the limits and exclusions of liability below we will make sure that the services we have agreed to perform or provide as part of this Customer Contract with you are made, performed or provided with reasonable skill and care. This means that, subject to the terms and conditions of the Customer Contract, we will accept responsibility if it is proven that Oceania Cruises or its employees, agents or contractors fail to use reasonable skill and care in performing or providing, as applicable, the services set out in the Customer Contract. We will only be responsible for the proven negligence of what our employees, agents and contractors do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to perform (for agents and contractors).

#### *General exclusions*

Other than as specified in this Guest Ticket Contract or applicable laws, we exclude all liability for any costs, expense, losses or damages whatsoever that may arise in any way in connection with your cruise.

To the maximum extent permitted by law, we will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the Guest(s) affected or any member(s) of their party;
- the act(s) and/or omission(s) of a third party not connected with the provision of the services by or on behalf of Oceania Cruises; or
- the occurrence of events of 'force majeure' (as that term is defined at clause 15 of this Guest Ticket Contract).

We are not liable for any damage arising from our compliance with any laws or government regulations or your failure to comply with the same.

This Guest Ticket Contract (including any exclusion or limitation of liability) applies to and is for the benefit of:

- any Oceania Cruises representatives or employees to the same extent as they apply to us;
- Oceania Cruises Ltd. doing business as Oceania Cruises and its subsidiaries, parent corporations, affiliates, agents, assigns; or
- the vessel upon which the voyage was booked or any vessel substituted in its place, including the Master and crew of the vessel(s) for Guest's voyage.

The total amount that you can recover from us and from any of the parties listed above, in aggregate, will not be more than the total amount of our liability, if any.

Except where this Guest Ticket Contract provides otherwise, our liability, if any, is limited to proven compensatory damages.

#### *Recreational Services*

If you are an Australian Guest, where Oceania Cruises provides Recreational Services (as that term is defined in section 139A(2) of the CCA), liability is excluded to the maximum extent permitted by law for any and all Excluded Recreational Liabilities (as set out in section 139(3) the CCA and including, but not limited to, liability for death, physical or mental injury, or contraction or aggravation of any disease) which arises out of the provision of the Recreational Services, and which is not caused by the Reckless Conduct (as that term is defined in section 139A(5) of the CCA) of Oceania Cruises, or its employees, agents or contractors.

#### *Consumer Guarantees*

Without limiting the application of any other limitation or exclusion of liability in these terms and conditions and the Customer Contract, to the maximum extent permitted by the Consumer Laws, our liability under this Customer Contract is limited to resupplying the services to which this Customer Contract relates or the payment of the cost of having the services to which this Customer Contract relates supplied again.

#### *Consequential Loss*

To the maximum extent permitted by law, we exclude liability for indirect and consequential loss, being any claim or liability that does not arise naturally and according to the usual course of things from the event giving rise to the claim or liability under the Customer Contract, including a claim or liability under the Customer Contract that arises due to special circumstances of the parties that were not known to the party having a liability under the

Customer Contract, including (without limitation) any loss of expectation, loss of opportunity, loss of cost saving, loss of goodwill or loss of enjoyment, in each case whether or not such claim or liability was in the contemplation of the parties at the date of entering into this Customer Contract.

### *Contributory Negligence*

To the maximum extent permitted by law, our liability (if any) will be reduced in proportion to any contributory negligence or fault on your part or the part of any other person that is not an employee, agent or contractor of Oceania Cruises.

### *Third Party Services*

Please note we cannot accept responsibility for any services which do not form part of this Customer Contract. This includes, for example, any additional services or facilities, which your hotel, airline, tour operator, or any other supplier agrees to provide for you which do not form part of the cruise we operate. In the event that Oceania Cruises arranges for the transportation of Guests to and from the ship, or sells tickets for independent shore-side tours or arranges any other services which are operated by independent contractors, Oceania Cruises does so for the convenience of Guests and, to the maximum extent permitted by law, disclaims liability for any delay, damage, loss, injury or death which results from the use of those services and which is not occasioned by reason of the fault or negligence of Oceania Cruises or any of its employees, agents or contractors.

Our liability will also be limited (where we are not a carrier or hotelier, as if we are a carrier or hotelier) to the extent that any relevant international conventions, for example, the Warsaw/Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea and the Paris Convention in respect of the provision of accommodation, or any applicable laws, such as EU Regulation 392/2009 limit the amount of compensation which can be claimed for death, injury or delay to passengers and loss, delay or damage to luggage. Under circumstances where our liability cannot be excluded and where liability may lawfully be limited, such liability is limited to the remedies required of us under applicable law or convention (including Australian Consumer Law) and may be reduced in proportion to any contributory negligence, breach of contract or unlawful acts or omissions on your part. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with Oceania Cruises' complaints procedure, details of which can be obtained by contacting our Australian Contact Centre on 1300 355 200 or on 0880 625 691 for New Zealand customers. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

## **17. OCEANIA CRUISES' LIABILITY**

- a. On international cruises which neither embark, disembark nor call at any US 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, Oceania Cruises 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. 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/>.

- b. On all other cruises Oceania Cruises 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 US Code sections 30501-30509, and 30511). Oceania Cruises 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.
- c. **No Liability Unless Oceania Cruises at Fault:** Under no circumstances shall Oceania Cruises 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 Guest Ticket Contract. If any claim is brought against Us in a jurisdiction where any of the applicable limitations and exemptions contained in this Guest 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 including but not limited to the spread or outbreak of disease(s). 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 personal are available 24 hours a day and can be reached by dialing 911 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/).
- d. **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, jewellery, 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 Oceania Cruises' 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. Oceania Cruises 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 Oceania Cruises or Master deems in its sole discretion to be detrimental to the safety or comfort of any person. You agree and consent to Oceania Cruises' 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. Oceania Cruises 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 Oceania Cruises or delivered by You to Oceania Cruises, which remains unclaimed for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Oceania Cruises and You relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Oceania Cruises 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 Oceania Cruises to have Your luggage delivered to You.

- e. Emotional Distress: Oceania Cruises 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 Oceania Cruises.
- f. 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 Oceania Cruises requires that independent contractors comply with Oceania Cruises' Policies and Procedures, Oceania Cruises 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. Oceania Cruises 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 Oceania Cruises' liability for non- performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Oceania Cruises 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 cruise tour is cancelled by Us for any reason, Guests shall have no claim other than for a full refund of the cruise fare or the cruise tour 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 Oceania Cruises and You, it being understood that the various independent contractors otherwise participating in the cruise or cruise tour 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.

## **18. YOUR LIABILITY**

You agree to use all reasonable efforts to report any complaint or claim in accordance with clauses 17, 31, and 43 of this Guest Ticket Contract, and acknowledge that any failure to do so may limit our ability to investigate or rectify the matter.

You must ensure that you are using an up-to-date brochure and any additional supplement when you book your cruise or other additional component. We cannot accept any liability whatsoever for any mistakes or any incorrect/inaccurate information which results from the use of any out-of-date brochure or other document. It is your responsibility to:

- ensure that you and everyone travelling with you have all necessary passports, visas and all other travel documents and that these are valid and in order; and
- ensure that you comply with all laws, regulations and order of the places you will visit, including as to inoculations and health documents. If we provide assistance for any of these aspects of travel this does not release you from your responsibility in respect of these matters.

This liability clause is subject to your rights under the Consumer Law.

## **19. PASSPORTS, VISAS AND HEALTH REQUIREMENTS**

Prior to departure, all Guests must submit citizenship documents (such as a passport) to Oceania Cruises for review. Failure to submit proper documentation will result in the Guest being denied boarding. Guests may need to obtain a travel visa for their upcoming trip so it is recommended they visit [www.smartraveller.gov.au](http://www.smartraveller.gov.au) or [www.visalink.com.au](http://www.visalink.com.au) (for holders of Australian passports) or [www.safetravel.govt.nz](http://www.safetravel.govt.nz) (for holders of New Zealand passports) for further information. It is your responsibility to ensure that you and everyone travelling with you have all necessary passports, visas and all other travel documents and that these are valid and in order. It is your responsibility to check and fulfil any other health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. All Guests must possess a full passport, valid for at least 6 months after the end of their holiday. Non-Australian or New Zealand passport

holders should check entry requirements with the countries they will visit during their cruise. Medical advice changes frequently, and therefore we recommend that guests seek professional medical advice regarding vaccination requirements for their holiday. All Guests are responsible for ensuring that they conform to passport, visa and vaccination requirements for all countries they will visit during their cruise. Oceania Cruises may at certain times deem it appropriate to require the Guest to have specific vaccinations. Details will be advised on Our website, brochures or by other means.

Up to date health and travel advice can be obtained from the Department of Foreign Affairs and Trade (DFAT) (visit [smartraveller.gov.au](http://smartraveller.gov.au)). Security measures imposed by governments may change from time to time and you will be required to comply with them. As a courtesy, we will endeavour to provide you with notice of measures which may affect you, but complying with any such requirements is your responsibility. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## **20. GUESTS WITH SPECIAL NEEDS**

Except as set out below, our ships have selected suites designated for Guests with physical disabilities. Please contact our Australian Contact Centre on 1300 355 200 or 0800 625 691 for New Zealand customers for further information. You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. At the time of booking (or as soon as possible if the condition arises after booking) you must tell your travel agent in writing about any medical or physical condition which will or may require medical treatment or attention during your holiday or which may or will affect your holiday in any way (including your use of any services or facilities during a cruise voyage, or which may impact other additional component booked with Oceania). A Reduced Mobility Checklist will be sent to you for completion. Please provide as much information as possible.

Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the ship inaccessible. If you would like to bring a motorised wheelchair or scooter on board you must contact our Australian Contact Centre on 1300 355 200 or 0800 625 691 for New Zealand customers at time of booking to provide the dimensions as size limitations may apply and we may not be able to accommodate this request. Certain conditions (for example, use of tenders) may prevent Guests with wheelchairs from going ashore at certain ports of call. Guests affected by disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance.

Guests affected by disability or medical condition who wish to book additional components through Oceania Cruises must ensure that any other transport, accommodation or other third-party provider is able to accommodate any specific needs or requests. You must inform Oceania Cruises or your travel agent within a reasonable time if any third-party provider is unable to accommodate your needs or requests.

Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned during a cruise voyage, or are aware that a third party provider will be unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **21. SPECIAL DIETS & REQUESTS**

We will endeavour, but do not guarantee, to meet any special diet requirements or special requests that you may have. These should be advised at the time of booking and detailed in writing to us. Note: "Strict" Kosher meals must be requested at least 3 months prior to departure, call our Australian Contact Centre on 1300 355 200 or 0800 625 691 for New Zealand customers for more detailed information and prices. Some requests may incur extra charges. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. Unless specifically agreed by us in writing at time of booking, we cannot accept any booking which is conditional on a special request being satisfied. Such bookings will be treated as normal bookings subject to the above comments on special requests.

## **22. ALCOHOL AND SMOKING**

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. Oceania Cruises will refuse and prohibit the sale or service of alcoholic beverages to Guests under the age of 21 years. However, with the exception of Hawaii, Alaska and New England voyages not leaving U.S. territorial waters, Oceania Cruises 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, and/or while the ship is in Australian or New Zealand waters without having to complete the Young Adult Alcoholic Beverage Waiver Form. However for any voyages sailing in China/Asia, guests must be 21 years of age or above to purchase and consume alcohol without exception.

We encourage the responsible use of alcohol and accordingly reserve the right to revoke the drinking privileges of any Guest who is deemed a danger to himself or herself or others by vessel management. Continued abuse of alcohol while sailing and/or violation of Oceania Cruises policies may result in immediate disembarkation.

Smoking is expressly forbidden in all Staterooms, suites and on verandas. Smoking is only allowed in designated smoking areas.

## **23. GAMBLING POLICY**

If you want to gamble in our casinos, you must have a valid ID showing you are 18 years or older. If a Guest under the age of 18 wins in the casino and cannot provide proof of age, they will not be paid the winnings. Gaming vouchers and table game chips must be redeemed prior to cruise end. Please note that the casino will be closed whenever the ship is in territorial waters that prevent the casino from operating without a specific authorisation. Promotional shipboard credit cannot be used in the Casino.

## **24. MEDICAL SERVICES**

A physician and a nurse "medical personnel" are on board for each sailing and are generally available for Guest consultation during specified hours and 24 hours a day for medical emergencies while the ship is at sea. Shipboard infirmaries are equipped to provide only basic medical care and do not offer care for conditions requiring long-

term care or specialized expertise or equipment. As Oceania Cruises is not in the business of providing medical care, medical personnel and the services they provide are for the convenience of our Guests only, and such personnel work directly for the Guest and charge for their services. The Guest acknowledges that the ship may travel to destinations where medical care or evacuation is delayed or unavailable.

The Guest acknowledges and agrees that Oceania Cruises cannot intervene, supervise or direct the medical decisions and/or care provided by on-board medical personnel and that Oceania Cruises shall not be liable in any respect whatsoever for the medical care, treatment or diagnosis of Guest by medical personnel on board or ashore, nor for any other act or omission related to, occurring during, or arising from the medical treatment, consultation or services provided to or for a Guest. Guests are responsible for all fees and costs associated with medical services provided by on-board medical personnel or incurred for any emergency medical evacuation or deviation. All Oceania Cruises' sailings are outside the scope of Australian and New Zealand public and private health insurance, consultations, treatments and medicines are charged at private rates and must be claimed through your international travel insurance. Promotional shipboard credit cannot be used to pay for medical center expenses.

## **25. AGE REQUIREMENTS**

Individuals under the age of 18 are not permitted to sail onboard Oceania vessels. For all cruises booked after January 7, 2026, you must be a minimum of 18 years old on or before the sail date. For bookings made prior to January 7, 2026, guests under the age of 18 will be permitted to sail and in those cases the following terms apply: infants must be one year of age as of the first day of the cruise. Guests travelling with an infant who does not meet the minimum age requirement will be denied boarding. No refunds or other compensation shall be due from Oceania Cruises as a result of the denial of boarding to an underage infant or any accompanying Guests. Any Guest under the age of 18 who is not travelling with their own parent or guardian (but is for example, accompanied by grandparents, other relatives or friends), must have a signed parental or guardian consent form (signed by both parents) which authorises travel and medical treatment in the event of an emergency. The original signed form (a copy is not acceptable) must be presented to one of our representatives at the pier during check-in, along with a copy of both parents' driving licence or passport. Failure to do so may result in the Guest being refused boarding. In this case, no refund will be provided and no expenses, costs or other sums of any description will be paid. Guests must be 18 years or older to use any equipment provided in the on-board Fitness Centre, with the exception of children aged 16 or 17 years of age, who may use the equipment in this facility if they are accompanied by a parent or other legal guardian at all times. Children under the age of 16 are not permitted in the Fitness Centre.

## **26. PREGNANCY**

Guests understand and acknowledge that prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. The ship's doctor is not qualified to deliver babies or to offer pre or post-natal treatment and no responsibility is accepted by Oceania Cruises in respect of the inability to provide such services or equipment.

We recommend that women who are less than 12 weeks pregnant should seek medical advice prior to travel. Oceania Cruises does not have on board its ships adequate medical facilities for childbirth. We are unable for safety reasons to accommodate women past their 24th week of pregnancy.

All pregnant women are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also

include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). Oceania Cruises cannot carry a Guest unless they comply with this requirement.

We expressly reserve the right to refuse passage to board to any Guest who has or will enter the 24th week of pregnancy at the beginning or at any time during the cruise or who appears to be in an advanced state of pregnancy and Oceania Cruises shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest. Some countries place limitations on the entry of non-national pregnant women. Check with the relevant embassy or consulate before you travel to confirm any further limitations.

## **27. JONES ACT – UNITED STATES CONSECUTIVE CRUISES**

Please note that due to restrictions under the Merchant Marine Act of 1920 (U.S.) (“Jones Act”), we cannot accept reservations for consecutive itineraries that begin in one U.S. port and conclude in a different U.S. port. In the event such an itinerary is booked, Oceania Cruises reserves the right to cancel one of the cruises at the Guest’s expense and/or the Guest shall be responsible for any and all Jones Act fines that result due to such booking.

Local cabotage laws are subject to change at any time without warning. Downlines are not confirmed until written confirmation is received from Oceania Cruises headquarters in Miami, Florida. Any Downline authorisations are taken at the Guest’s own risk due to itineraries and cabotage laws that can be changed at any time.

In this clause 27 of this Guest Ticket Contract, terms used have the following meaning: ‘Downline’ – a request from a Guest to embark or disembark at a port of call other than the scheduled embarkation or disembarkation port.

## **28. TRAVEL ARRANGEMENTS**

To the maximum extent permitted by law, Oceania Cruises has no responsibility with regard to air or land travel arrangements made by third parties and which relate to non-refundable, restricted travel or frequent flyer tickets booked in connection with your cruise. This exclusion of liability includes consequences to independently arranged air or land travel that may result from last minute changes in the embarkation or debarkation ports, and delays in arrival at any airport or port location.

## **29. OPTIONAL HOTEL STAYS, OVERLAND PROGRAMMES & LAND PROGRAMMES**

Oceania Cruises offers Guests the option to purchase hotel stays before or after the cruise or land programmes/shore excursions during the cruise Hotel stays, land programmes, tours and shore excursions that you choose to book or pay for whilst away do not form part of your contract with us. While we exercise reasonable care and skill in selecting reputable and competent independent contractors and service providers, we do not perform the excursions or land tours or provide these additional services and act only as an agent in booking them, even where we suggest or recommend a particular supplier and/or feature such excursions in our brochure and/or assist you in any way in booking them. For any hotel stays, land programmes, tours and shore excursions that you book, your contract will be with the operator of the excursion or tour and not with us. These independent contractors and service providers may impose additional limitations of liability in their own booking terms and conditions which are available from us on request.

Land programmes/shore excursions are capacity controlled based on first come first served basis. Requested programmes or excursions may not be available at time of booking. Guest lecturers, hosted cruises and entertainers are subject to change and/or cancellation without notice. Any land programme/shore excursions are subject to cancellation if a minimum number of participants is not reached. Any fares quoted are per person based

on double occupancy and are subject to change prior to booking unless otherwise specified. For further details, please contact our Australian Contact Centre on 1300 355 200 or 0800 625 691 for New Zealand customers or your travel agent. Pre- and/or postcruise hotel packages must be purchased no later than 60 days prior to sail date.

Oceania Cruises reserves the right to cancel the availability of any hotel included in an overland or land programme. In the event that a hotel is unavailable in relation to such a programme, the Guest will receive a complete refund and/or will be offered a comparable hotel property based on availability. Oceania Cruises cannot be held responsible for any independent travel costs incurred if a land programme, tour or private arrangement made through Oceania Cruises in addition to any cruise is cancelled due to participation minimums not being met. Itineraries and programmes are subject to change without previous notice and do not constitute grounds for your cancellation of the voyage. The cancellation policies for ancillary items are set out at clause 2 of the Cruise Terms and Conditions above.

Any additional hotel stay cannot be added to the cruise booking within 60 days of sailing. Any additional hotel booked through Oceania Cruises is capacity controlled at time of booking. Oceania Cruises and its appointed ground operators will do all they can to assist with alternative arrangements, but Oceania Cruises will not be liable for any costs incurred if a land programme, tour, shore excursion or private arrangement made through Oceania Cruises in addition to a cruise disrupted due to adverse weather conditions or other conditions outside of Oceania Cruises' control. To the extent permitted by law, Oceania Cruises shall also not be liable for any loss, injury, death, damage or misrepresentation, including but not limited to, loss of enjoyment, disappointment or distress which arises as a result of changes to, cancellation of or participation in hotel stays, land programmes, tours and shore excursions that do not form part of your cruise.

Oceania Cruises reserves the right to increase hotel, land programme, tour and shore excursion prices prior to a booking, without notice or, following a booking, upon notice to the Guest, to cover increased costs, tariffs and taxes and to reflect fluctuations in foreign exchange markets.

While we will make every effort to accommodate all our guests, please note that some shore excursions and land programmes may not be suitable for Guest's with limited mobility. Nevertheless, we will endeavour to absorb costs where we can although it may be necessary to impose an additional charge. We will be happy to try and assist with the booking of private shore excursions where possible, please contact us to discuss further.

### **30. TRANSFERS**

Airport to pier (if applicable) transfers and vice versa are available for purchase for all Guests. Guests who want to purchase transfers should contact our Reservations Department and also advise them of the correct flight details. The Guest is responsible to advise the Reservations Department of any flight schedule changes. All Guests who purchase transfers will receive a transfer voucher prior to departure. Upon arrival in the city of embarkation, Guests should proceed to the baggage claim area to claim their luggage. An Oceania Cruises representative will meet them in the baggage claim area on domestic flights and outside of customs on international flights to assist with their transportation to the ship or hotel (if applicable). For guests booking their own return flights, we suggest a departure time no less than six hours after the announced arrival time of the ship. If we are arranging off-board transportation or other services for you, we act only as agent for the third party providing those services and the terms and conditions of the Customer Contract do not apply to such transportation. The operators' terms and conditions, which may significantly limit or exclude liability, and will be made available to Guests upon request. Oceania Cruises shall not be responsible for any damage or inconvenience caused by delayed air, car or

motorcoach arrivals, or for any damage to property or personal injury suffered off the ship, where that loss or damage is not attributable to the acts or omissions of Oceania Cruises in arranging any transportation or transfer.

### **31. COMPLAINTS**

In the unlikely event you have a reason to complain whilst away, you must immediately notify the Executive Concierge on board ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to investigate, address and to attempt to resolve any issue you raise. Any verbal complaint should be put in writing and given to us as soon as possible. If a problem cannot be resolved to your satisfaction you should write to us no later than 28 days from the end of your holiday or email us at [customer-care.apac@oceaniacruises.com](mailto:customer-care.apac@oceaniacruises.com). Failure to notify us within this time may mean that the matter cannot be properly investigated or rectified and this may affect your rights.

### **32. REFUSAL OF TRAVEL**

If in our reasonable opinion or the reasonable opinion of the ship's Master or doctor, you are or appear to be unfit to travel for any reason or a risk or a danger to yourself or a danger to others or behave in such a way as to cause or likely to cause danger, upset or distress to any third party or danger to property we are entitled without prior notice to refuse to allow you to travel on any ship and/or to remove you from any property, facility and/or vessel operated by Oceania Cruises, and to terminate your cruise holiday at any time. We also reserve the right to refuse to transport you and/or remove you from any vessel, property or facility for your failure to comply with any law, government order or regulation, possession of illegal drugs, weapons of any kind, if you appear on any sex offender list, etc. You may then be left at any port or place at which the ship calls without our incurring any liability, to the extent that this is permitted by law. You will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you. The same right to refuse to allow you to travel or to use any services applies where you are or appear to be unfit to travel or otherwise behave badly as set out above during any other part of your holiday.

### **33. YOUR TRAVEL AGENT**

Your travel agent acts for you in making the arrangements for your cruise and any related travel, lodging and tours. Oceania Cruises cannot be responsible for the financial condition or integrity of any travel agent utilised by you. Oceania Cruises is not responsible for any representations or conduct of your travel agent, including, but not limited to, failure to remit your deposit or other funds to Oceania Cruises, for which you shall at all times be liable to Oceania Cruises, or any failure to remit a refund from Oceania Cruises to you.

### **34. SAFETY AND SECURITY**

Oceania Cruises visits a large number of ports in numerous countries around the world. At any given moment, there are likely to be "trouble spots" in the world, in terms of crime and/or war or terrorist actions. Accordingly, it may be necessary to change the published cruise or other itinerary. Any such changes are for your safety and beyond our control. While Oceania Cruises endeavours to provide reasonable protection for your comfort and safety on board its ships, Oceania Cruises makes no representation as to the safety, conditions or other issues that may exist at any destination and cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Oceania Cruises reminds all Guests that they must ultimately assume responsibility for their actions while ashore. The Australian Government and other similar government agencies regularly issue advisories and warnings to travellers, giving details of local conditions in specified cities and

countries according to the agency's perception of risks to travellers. Oceania Cruises strongly recommends that Guests and their travel agents obtain and consider such information when making travel decisions. Also, please be advised that weapons and illegal narcotics (including medical marijuana or similar drugs used for medicinal purposes) are not permitted on board any Oceania ship.

### **35. VALIDITY & NOTICE**

The information in this document, and in any supplement annexed to this document, represents Oceania Cruises plans and intentions at the time of going to press. Events subsequent to the printing of this document may cause us to unavoidably change our plans, which could affect the published itineraries and fares. Oceania Cruises gives notice that all information in this document is subject to alteration with or without notice. Please contact your travel agent for up to date prices and itineraries and Customer Contract before you book, or call us at our Australian Contact Centre on 1300 355 200 or 0800 625 691 for New Zealand customers, or visit our website at [www.oceaniacruises.com](http://www.oceaniacruises.com).

Any suite and stateroom measurements depicted in any document are approximate, and those in same category may vary in size. They may also have different furniture placement than as depicted in any photographs. Oceania Cruises is not responsible or liable for any typographical errors, omissions or misprints in this or any other document. Oceania Cruises reserves the right to correct errors or omissions.

### **36. PRIVACY**

Oceania Cruises is subject to the Australian Privacy Principles ("APPs") as contained in the Privacy Act 1988 (Cth) for Australian Guests, and the New Zealand Information Privacy Principles as contained in Privacy Act 1993 (NZ) for New Zealand customers ("IPPs") (the applicable act being the "Privacy Act"). We endeavour at all times to comply with the APPs and IPPs as relevant.

Oceania Cruises has in place a Privacy Policy which informs Guests and other Oceania Cruises customers of how we collect your personal information and how we use, store and disclose that information. Please note that Oceania Cruises also has in place processes to address any complaint in relation to the disclosure or use of personal information. To make an enquiry, a complaint or to obtain a copy of the full Privacy Policy of Oceania Cruises, please contact us in one of the following ways.

- Telephone our Australian Contact Centre on 1300 355 200 or 0800 625 691 for New Zealand customers; or
- Email us at [res.apac@oceaniacruises.com](mailto:res.apac@oceaniacruises.com); or
- Write to us at:

Oceania Cruises  
Level 12, 321 Kent Street  
Sydney, NSW, 2000  
Australia

Alternatively, a copy of our Privacy Policy can be found online at [www.oceaniacruises.com](http://www.oceaniacruises.com).

Please note that, in order to process your booking we need to obtain certain personal (and, in certain circumstances, sensitive) information about you. In providing this information, you authorise us to collect, use and disclose such information about you in accordance with the Oceania Cruises Privacy Policy.

### ***Information required from you***

At the time of booking, we will require guest contact information for all guests on the booking including email address and contact phone number. In the event of last-minute schedule changes or emergency situations we may need to use this information to contact the guest directly. You must provide the relevant details at the time of booking your cruise or no later than the deposit due date.

Our procedures may change from time to time, and we will inform you of any changes at the time of booking or as soon as possible thereafter. If you fail to supply the details requested, both fully and accurately, you may not be permitted to board your cruise ship. We will not accept any liability in this situation, and we will not pay you any compensation or make any refunds. You will also be responsible for your onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Please note that all details you give us in connection with your booking will be kept confidential and will only be stored and used for marketing purposes including sending information about our exclusive offers and products by email and messaging services and by telephone and fax. Please note that you are able to remove your details from our contact lists at any time.

If you object to any of the above uses of your personal information, or believe that any of your personal details which we are processing are inaccurate or incorrect, please contact us in one of the abovementioned ways.

### ***Security Cameras***

Please note that Oceania Cruises uses CCTV (Closed Circuit Television) to monitor and record public areas of all Oceania Cruises ships for the safety and security of our Guests. This footage is confidential and may be stored for such period as is permitted under any applicable law, regulation, policy or code. It is only available for viewing as permitted and required by law. Oceania Cruises is not responsible for any consequences arising from the viewing and use of this footage.

## **37. PUBLIC HEALTH; ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS; AND RIGHT TO DISEMBARK AND QUARANTINE.**

### **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.

### **38. 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 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 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.

### **39. USE OF GUEST LIKENESS**

The Guest consents to Oceania Cruises' 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 Oceania Cruises' 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 Oceania Cruises. Oceania Cruises is permitted to take any and all reasonable measures to protect Oceania Cruises

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.

#### **40. SEVERABILITY**

Should any provision of this Guest Ticket Contract be deemed invalid for any reason, the Guest agrees that said provision is deemed to be severed from this Guest Ticket Contract and shall be of no effect, but all remaining provisions shall remain in full force and effect.

#### **41. ENTIRE AGREEMENT**

The Guest agrees that, except as expressly provided, the Customer Contract constitutes the entire agreement between the Guest and Oceania Cruises, and shall supersede and exclude any prior representations that may have been made in relation to the cruise to the Guest or anyone representing him/her by anyone, including but not limited to anything stated in Oceania Cruises' brochures, advertisements, and other promotional materials, by Oceania Cruises or by third persons such as travel agents. In the event of a direct conflict between a provision of this Guest Ticket Contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking, the PBOR controls.

#### **42. READING DOWN**

If any of the terms and conditions of this Guest Ticket Contract are invalid, illegal or unenforceable, it will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable. If that is not possible, the invalid, illegal or unenforceable term or condition will be severed from the Customer Contract and the other conditions will remain valid.

#### **43. APPLICABLE LAW AND FORUM AND LIMITATIONS ON ACTIONS**

The Customer Contract (including this Guest Ticket Contract) shall be construed under the laws of New South Wales, Australia, and any and all disputes or matters whatsoever incident to, arising from, or connected with this Guest Ticket Contractor your cruise shall be governed by the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdictions of the courts of that state in the event of any dispute or claim between you and Oceania Cruises. Guest agrees that, subject to applicable law, no suit, whether brought in rem or in person, shall be maintained against Oceania Cruises for emotional or physical injury, illness or death of guest unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to Oceania Cruises within 185 calendar days from the date of the incident giving rise to such injury, illness or death; and no suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness or death. All other suits must be brought in the same forum within the time set by the laws of New South Wales, Australia.

#### **44. 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 <https://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.

#### **45. 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 and as further described in Carrier's privacy policy.

March 2026