PRINCESS CRUISES TERMS & CONDITIONS

Terms & Conditions

USE OF THIS SITE IS RESTRICTED TO travel advisors and travel agencies that: i) for Princess and Cunard – reside in the United States, Puerto Rico, Canada or Mexico only; ii) for Holland America Line – reside in the United States or Canada only.

BY USING THIS SITE YOU EXPLICITLY AGREE TO THE TERMS & CONDITIONS AND PRIVACY POLICY IN EFFECT AT THE TIME OF YOUR USE, WHICH INCLUDES ALL OF THE TERMS AND CONDITIONS AND PRIVACY POLICY STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS AND PRIVACY POLICY DO NOT USE THIS SITE.

OWNER AND OPERATOR OF SITE:

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These Terms and Conditions and the Privacy Policy may be updated by Princess from time to time without any prior notice to you. The most current versions of the Terms and Conditions and the Privacy Policy will be posted on the Site.

Reference to "Cruise Line" is for the sake of convenience only and as used herein includes Holland America Line N.V., in its capacity as general partner of Cruiseport Curacao C.V. ("Holland America"), Princess Cruise Lines, Ltd. and Carnival plc, trading as Cunard Line ("Cunard") individually. Reference to "you" and "your" herein and in the Privacy Policy refers to the directors, employees, and owners of the travel agency utilizing this Site, as well as any of that agency's parents, affiliates or subsidiaries.

Princess, Cunard and Holland America are distinct and separate corporate entities and are authorized users of the POLAR Online and OneSource family of marks and licensees of this Site. Each individual Cruise Line shall be solely responsible for its actions or inactions hereunder. It is a condition of access and use of this Site that, and you expressly agree that, no Cruise Line herein is responsible for any matter hereunder relating to another Cruise Line and that you shall look solely to the applicable Cruise Line with regards to the same.

ACCESS AND USER AGE:

This Site, including, but not limited to, "OneSourceCruises.com, GOHAL.com, POLAR Online, OneSource Academy, Princess Academy, Cunard Academy or Holland America Line Academy and any other Cruise Lines' websites that may be linked to or affiliated with this Site from time to time, and all the information, communications, software, images, text, photographs, graphics, music, sounds, and other materials and services which may exist on any of the foregoing (collectively "Content"), is intended for the lawful use of those travel professionals identified above who are over the age of 18.

You are responsible for maintaining the confidentiality of your Site account information and your Site password. You agree to accept responsibility for all activities that occur with regard to your account or password. You represent that you are of sufficient legal age to use this Site and to create binding legal obligations for any liability you may incur as a result of its use. You understand that you are financially responsible for all uses of this Site by you and those using your login information.

The Site is controlled and operated in whole or in part by Princess from its offices in Santa Clarita, California, USA. Princess makes no representation or warranty and you agree and acknowledge that the Content may not be appropriate or available in all parts of the world. Use of this Site is at your sole risk.

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In turn, you grant Cruise Lines a non-exclusive, royalty-free license to use any content you post on the Site for any purpose, subject to the express terms of this Agreement.

ACCEPTANCE OF TERMS:

You acknowledge that you have read and agree to be bound by these Terms and Conditions and the Privacy Policy and to comply with all applicable laws and regulations, including without limitation, export and re-export control laws and regulations regarding the transmission of data exported from and to the United States to and from any other country. You represent and warrant that you have the authority and have obtained all applicable consents for all affected individuals and that their personal information will be processed in the United States in accordance with and for the purposes set forth in the terms of the Privacy Policy. Collection and use of information you submit to Cruise Line through this Site is governed by the Privacy Policy.

SCOPE OF CONDITIONS AND AUTHORITY:

These Terms and Conditions and the Privacy Policy apply to all aspects of any reservations systems provided by Cruise Line to travel agencies using any of the protocols generally known as the World Wide Web, including, but not limited to, OneSource ("Internet Reservations System(s)"), and any information transmitted to and from an Internet Reservations System.

You are only authorized to use an Internet Reservations System if you have executed and delivered, and each applicable Cruise Line has thereafter accepted, a written agreement ("Agency Agreement") authorizing your use of that particular Internet Reservations System. By using an Internet Reservations System, you are acting and are authorized to act solely on behalf of the agency registered under the user account identification code you used to gain access to an Internet Reservations System, and your use must at all times conform to the terms of the applicable Agency Agreement.

Unless otherwise expressly provided, all of the Terms and Conditions of this Site also apply to your access to, and use of, an Internet Reservations System.

You acknowledge and agree that Cruise Line, at its sole discretion, reserves the right to terminate or refuse, without any prior notice, your access to, and use of, this Site (or any part thereof) for any reason.

RULES FOR USE AND LIMITS ON MODIFICATIONS TO THE SITE:

An Internet Reservations System may only be used by individuals employed by an agency in the course of the agency's regular travel agency business. Internet Reservations Systems are designed only for use with standard, general purpose, web browsing software ("Browser(s)"). All information must be keyed in to the browser manually by an authorized employee of the agency. Screen images produced or transmitted by an Internet Reservations System may not be reproduced, retransmitted, framed or otherwise made available to any other persons. Data input screens must not be transmitted to the Internet Reservations System by use of hardware or software that reformats data from another computer system.

Cruise Line will treat reservations made using an Internet Reservations System no differently from reservations made telephonically, and reservations made using an Internet Reservations System will be subject to Cruise Line's then current practices and procedures for reservation sales, including, but not limited to, cancellation if payments for bookings are not timely received by Cruise Line. Cruise Line will confirm receipt of reservations made using an Internet Reservations System by fax, regular mail, or e-mail to the fax number or address of record for the agency.

Unless otherwise agreed by Cruise Line and you in a separate written agreement, compensation will be paid to you for bookings made using an Internet Reservations System in accordance with the applicable Cruise Line's then current policies for reservation sales.

Cruise Line reserves the right, for any reason, in our sole discretion and without notice to you, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, information, data, text, music, sound, photographs, graphics, video, messages or other materials ("Content"), features and/or hours of availability, and we will not be liable to you or to any third party for doing so. Cruise Line may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. Cruise Line has the right to change these rules and/or limitations at any time, in our sole discretion.

SPECIFIC PROHIBITED USES:

The Site may be used only for lawful purposes. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Site. Cruise Line specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- 1. Posting any information which is incomplete, false, inaccurate or not your own;
- 2. Impersonating another person;
- 3. Constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol;
- 4. Posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;

- 5. Posting material that reveals trade secrets, unless you own them or have the permission of the owner:
- 6. Posting material that infringes on any other intellectual property, privacy or publicity right of another;
- 7. Transmitting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of US export control laws; or
- 8. Attempting to interfere in any way with the Site's or Cruise Line's networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system.

SECURITY RULES:

Violations of system or network security may result in civil or criminal liability. Cruise Line will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- 1. Accessing data not intended for such user or logging into a server or account which user is not authorized to access:
- 2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- 3. Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing"; or sending unsolicited e-mail, including promotions and/or advertising of products or services, or
- 4. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

LINKS FROM AND TO THE SITE:

You may be able to link to third party websites ("Linked Sites") from the Site. Linked Sites are not, however, reviewed, controlled or examined by Cruise Line in any way and Cruise Line is not responsible for the content, availability, advertising, products, information or use of user information or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply Cruise Line's endorsement of, or association with, the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall Cruise Line be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites. You should direct any concerns to that site's administrator or Webmaster. Cruise Line reserves the exclusive right, at its sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Site and/or introduce different features or links to different users.

Permission must be granted by us for any type of link to the Site. To seek our permission, you may write to the respective Cruise Line. We reserve the right, however, to deny any request or rescind any permission granted by us to link through such other type of link, and to require termination of any such link to the Site, at our discretion at any time.

CREDIT CARD INFORMATION:

You represent and warrant that you have full rights and authority to obtain and transmit credit card information to Cruise Line for payment for bookings made using an Internet Reservations System, and for processing in the USA in accordance with the Privacy Policy, have complied with the credit card issuer's requirements for obtaining credit card information and taking credit card payments.

INDEMNITY:

You agree to indemnify, defend and hold Cruise Line and its respective parents, subsidiaries, affiliates and their directors, employees and agents harmless against any claims, suits, demands, liabilities and damages (including reasonable attorneys' fees and court costs) in any way arising from, related to, in connection with or resulting from your use of the Site, your violation of the Terms, your breach of any representations or warranties, the consequences of any improper or unauthorized use of credit card information, or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

LIMITATION ON LIABILITY:

YOU SPECIFICALLY AGREE THAT IN NO EVENT SHALL CRUISE LINE, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU. OR THE AGENCY'S EMPLOYEES. AGENTS. REPRESENTATIVES, CONTRACTORS, CLIENTS OR CUSTOMERS OR ANY OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE, AN INTERNET RESERVATIONS SYSTEM OR THE CONTENT, MATERIALS AND FUNCTION RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE SERVICES, EVEN IF CRUISE LINE OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF CRUISE LINE TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, \$100.00.

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DISCLAIMER OF WARRANTIES:

You understand and agree that:

THE SITE, INCLUDING WITHOUT LIMITATION ALL CONTENT, FUNCTION, MATERIALS AND INFORMATION PROVIDED WHEN ACCESSING AND USING THIS SITE AND AN INTERNET RESERVATIONS SYSTEM ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY FOR THE ACCURACY OR RELIABILITY OF INFORMATION, SERVICES, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS SITE AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

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Any claim or cause of action you may have with respect to Cruise Line or the Site must be commenced within one (1) year after the claim or cause of action arose.

IMPORTANT CONTINUED ACCEPTANCE:

After your initial acceptance of these Terms and Conditions and the Privacy Policy, you will not be requested to accept these Terms and Conditions and the Privacy Policy each time you access this Site, unless Cruise Line has made changes to them. However, by initially accepting these Terms and Conditions and the Privacy Policy, you are agreeing that these Terms and Conditions and the Privacy Policy will apply to you each time you access this Site.

CONSENT TO PROCESSING:

By providing any personal information to the Site, all users, including without limitation users in the European Union, fully understand and unambiguously consent to the collection and processing of such information in the United States.

Any inquiries concerning these Terms should be directed to OneSource Help Desk at 800-544-9032.

NOTICES:

Notices to you may be made via either email or regular mail. The Site may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you on the Site.

CONTACTING US:

To contact us with any questions or concerns in connection with this Agreement or the Site, or to provide any notice under this Agreement to us please go to Contact Us.

GENERAL INFORMATION:

These Terms and Conditions inure to the benefit of Cruise Line's successors, assigns and licensees. The failure of Cruise Line to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions govern your use of this Site, superseding any prior or contemporaneous agreements between you and Cruise Line relating to your use of this Site. You may also be subject to additional terms and conditions that may apply when you use purchase products or services, participate in a sweepstakes, contest or other promotion, or participate in a Cruise Line sponsored program.

RELATIONSHIP:

The relationship between Cruise Line and you will be that of independent contractors, and neither Cruise Line nor its respective officers, agents or employees will be held or construed to be your partners, joint ventures, fiduciaries, employees or agents.

ADDITIONAL TERMS:

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this Site, and you agree to abide by such other terms and conditions.

SEVERABILITY:

These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

HEADINGS:

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

ATTORNEYS FEES:

If Cruise Line takes any action to enforce these Terms and Conditions, we will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorneys' fees and any cost of litigation or arbitration, in addition to any other relief, at law or in equity, to which Cruise Line may be entitled.

PRIVACY NOTICE

Please read our Privacy Notice for Princess Cruise Line available here

Do Not Sell My Personal Information - Princess

Please read our Privacy Notice for Cunard Line available here

TRAVEL AGENCY POLICY AND AGREEMENT FOR PRINCESS, CUNARD AND HOLLAND AMERICA LINE

This Travel Agency Policy and Agreement ("Policy") governs travel advisors and travel agencies that: i) for Princess and Cunard – reside in the United States, Puerto Rico, Canada or Mexico only; ii) for Holland America Line – reside in the United States or Canada only. Such travel advisors and travel agencies include, without limitation, individuals, companies, travel intermediaries, and distributers, that market, book, and/or sell Cruises and/or any related travel as described below for Princess, Holland America Line and/or Cunard (collectively, "Cruise Line"). All such travel service providers (hereinafter, "TA") agree to all the terms, obligations, and restrictions of the Policy.

Reference to "Cruise Line" is for the sake of convenience only. Princess Cruise Lines, Ltd., Carnival plc, trading as Cunard Line and Holland America Line N.V. are distinct and separate corporate entities. Each individual Cruise Line shall be solely responsible for its actions or inactions hereunder. TA expressly agrees that no Cruise Line herein is responsible for any matter hereunder relating to another Cruise Line and that TA shall look solely to the applicable Cruise Line with regards to the same.

I. TA Advisor of Passenger

In making the arrangements and booking the scheduled voyage with Cruise Line, from the port of embarkation to the port of disembarkation, and any related travel, air, rail, road, or sea transport and/or any land accommodation components or lodging of any land-sea package sold, taken with or included in the price of the voyage; and/or any activities, shore excursions, tours, or shore side facilities related to or offered in connection with the voyage, (hereinafter, collectively, "Cruise"), TA agrees that it acts as an agent of all those persons booking, purchasing, or embarking on the Cruise, and/or persons in their care, including any minor and their heirs, relatives, and personal representatives ("Passenger(s)"), through or with the assistance of TA. TA further agrees Cruise Line is not responsible for any representation or conduct by TA, including but not limited to, any failure to remit the deposit or other funds to Cruise Line, for which TA shall at all times remain liable to Cruise Line, or any failure to remit a refund from Cruise Line to Passenger. TA agrees that TA acts solely as an agent for the Passenger(s) and not as an agent for Cruise Line. Further, receipt by TA of the Passage Contract or any other communications, notices, or information from Cruise Line shall constitute receipt of such materials by TA's Passenger(s). In the event TA's Passenger(s) fail to remit to us any monies, TA remains liable for the fare due to Cruise Line, regardless of whether Cruise Line demands payment. No refund payment, compensation, or credit will be provided by Cruise Line should TA or TA's Passenger(s) have to cancel or cut short the Cruise, unless TA or TA's Passenger(s) have purchased one of Cruise Line's travel protection plans, including, without limitation, Princess Vacation Protection®, Princess Platinum Vacation Platinum Protection®, Cunard Care®, At Ease Waiver or Holland America Line's Cancellation Protection Plan (hereinafter, "Travel Plan") and meet the eligibility criteria.

TA represents, warrants, and agrees that TA will conduct all aspects of TA marketing and advertising efforts in accordance with applicable federal, state, local, or provincial laws and regulations and the terms and conditions stated herein. TA further represents, warrants, and agrees that TA will ensure that all marketing, advertising, and other communication materials (collectively, "Materials") shall make it clear that Cruise Line is not a partner with TA and that TA is selling Cruise Line's products independently.

II. Advertising Pricing Policy

TA will at all times comply with the following Advertised Pricing Policy. This Advertised Pricing Policy applies to the offering for sale of Princess, Holland America Line and Cunard Line products via any advertising medium, including, without limitation, newspaper, direct mail, magazine, catalogs, flyers, TV, radio, e-mail, internet, and/or internet booking engine.

Approved Rates. TA will advertise only "Approved Rates", as defined below, and must always include the non-commissionable items in the rate shown with taxes, fees and port expenses stated separately. All rates other than Approved Rates require the express written authorization of Princess, Holland America Line or Cunard Line before being advertised in any media. Advertising in any media must not contain any message that states, directly or indirectly, that Travel agency will sell Princess, Holland America Line or Cunard Line products below Approved Rates or at any special price, discount, or reduction not specifically authorized by Princess, Holland America Line or Cunard Line. The term "Approved Rates" shall mean:

- 1. The lowest rate provided by Princess, Holland America Line, or Cunard Line that is available to the general public; and
- 2. Rates provided to TA for short-term promotions that have been expressly authorized by Princess, Holland America Line or Cunard Line for use in advertising; and
- 3. Rates provided by Princess, Holland America Line or Cunard Line that are restricted to select passengers that meet specified criteria and offered in compliance with the terms of this Princess, Holland America Line and Cunard Line policies; and
- 4. Rates for bookings through Princess', Holland America Line's or Cunard Line's Group Reservation department ("Group Rates") when offered by TA

Value-added Items. An Approved Rate may be combined with value-added items provided the following conditions are met:

- 1. The rate charged the passenger by TA cannot be lower than an Approved Rate.
- 2. The value-added item cannot be a discount off of the Approved Rate.
- 3. The actual or perceived total value of the value-add item(s) cannot exceed 10% of the cruise rate (including the non-commissionable items).
- 4. Cash (i.e. an onboard credit) and Non-cash equivalent items (such as hotel stays, gift items, shore excursions, etc., but specifically excluding gift cards) value-add item(s) can be advertised at any time and such value cannot exceed 10% of the cruise rate (including non-commissionable items).
- 5. Value-add items cannot be combined with interline fares and may be excluded from other fares at Princess', Holland America Line's or Cunard Line's discretion.

Regional and Flash rates. Regional and Flash rates and promotions (collectively "Regional Promotions") may be promoted in local newspapers, radio, television, e-mail and direct mail, in the geographic area where the offer applies. Regional Promotions may be promoted on the internet, but TA is required to authenticate the purchasing passenger by home city for qualification prior to purchase. "Regional Promotions," "Subject to Availability," and/or "Limited Space Available" must be stated in the terms.

* Pricing Language

It is the policy of Cruise Line to advertise the total Cruise Fare, consistent with the definition contained in the Cruise Contract or Passage Contract, with only Taxes, Fees & Port Expenses (as defined in the Passage Contract or Cruise Contract and below) and Fuel Supplements listed separately. TA acknowledges that Cruise Line does not reference any part of its pricing as "port charges"; therefore, TA agrees that this terminology will not be used in any Cruise Line marketing or pricing statements. Fuel supplements, if any, should be disclosed prominently and next to the Cruise Fare and not in the disclaimer section. TA acknowledges, understands, and agrees that Cruise Line may impose, reinstate and/or collect any fare increase or Fuel Supplement in effect at the time of sailing, even if the fare has been paid in full.

An example of a typical disclaimer for a cruise-only fare is included here:

Fares are cruise only, per person, USD, based on double occupancy, capacity controlled and subject to availability. Taxes, Fees & Port Expenses of up to \$XXX are additional. Refer to applicable Princess brochure or princess.com for terms, conditions, and definitions which will apply to all bookings. Ships' registry: Bermudan and British.

If a specific sailing is referenced, TA agrees that references to pricing will indicate where it is sourced. An example of a typical wording is included here:

\$799 fare is based on Regal Princess, November 8, 2015, Category IF.

TA agrees that pricing must always include NCF, or non-commissionable portion of the cruise price, in the Cruise Fare. No reference may be made to "NCF" or anything similar thereto in TA's advertising.

* Fuel Supplement Guidelines for Co-op Direct Marketing and Advertising

The Fuel Supplement may only be referred to as a "Fuel Supplement." NO other words or labels may be used. There are two basic ways to communicate the supplement in co-op communications. The "Inclusive in the Fare" option is HIGHLY RECOMMENDED and must be used anytime air is sold in conjunction with a cruise. The only time the "Listed Separately" option should be used is in cases where the listed cruise fare is extremely competitive/price-sensitive. Regardless, the Fuel Supplement charge would need to be listed in the same font size as the listed cruise fare. Here are more details on each option:

Inclusive in the Fare: In this option, the Fuel Supplement of up to \$9 USD per person, per day, would be added to the advertised cruise fare. Thus, if the original fare was \$699 USD for a 7-day Caribbean Cruise, this option would list the new cruise fare as \$762 USD (assuming a Fuel Supplement of \$9 USD per day). In addition, TA is required to include a line below the listed Cruise Fare (which can be in smaller type, but must be separate from the legal disclaimer) that reads, "Fares shown INCLUDE a Fuel Supplement of \$63." "INCLUDE" must be in all caps. If multiple Cruise Fares are shown in a single ad, the line would read "Fares shown INCLUDE a Fuel Supplement of \$xx per person, per day." This line can be at the bottom of the fare charts but must still be in "body copy" size rather than "mouse type" size. In direct mail usage, this should appear on every page where fares are shown, not once per piece. In addition, the Fuel Supplement needs to be mentioned in the legal copy. TA agrees to include it before the Taxes, Fees & Port Expenses as follows: "Fuel Supplement of \$XX is included in cruise fare and subject to change. Taxes, Fees & Port Expenses up to \$XX.XX are additional and subject to change." For multiple fares, it would read

"Fuel Supplement of up to \$XX is included in cruise fares and subject to change. Taxes, Fees & Port Expenses up to \$XX.XX are additional and subject to change."

Listed Separately: In this option, the Fuel Supplement would be listed separately from the Cruise Fare (either next to or below it), but would be listed in the same font size as the Cruise Fare. Using the same example above, the listed Cruise Fare would remain \$699, but the Fuel Supplement listing would be equally prominent and would read, "Fuel Supplement \$63 USD (in addition to Fare)," or "Fuel Supplement of \$63 USD is in addition to Fare shown" (the supplement text would depend on how the Fare is listed). If multiple Cruise Fares are included, the Fuel Supplement and text must be listed individually next to each Cruise Fare. However, if multiple categories are shown for the same cruise, the Fuel Supplement and text would only need to be included once for all categories within that cruise. In addition, the Fuel Supplement needs to be mentioned in the legal copy. TA agrees to include it with the Taxes, Fees & Port Expenses language as follows: "Fuel Supplement of \$XX and Taxes, Fees & Port Expenses up to \$XX.XX are additional and subject to change." For multiple fares, it would read, "Fuel Supplement of up to \$XX and Taxes, Fees & Port Expenses up to \$XX.XX are additional and subject to change."

When a Fuel Supplement is Not in Place: The standard disclaimer which must be included is: "[Cruise Line] reserves the right to impose a fuel supplement of up to \$9 per person per day on all passengers if the NYMEX oil price exceeds \$70 per barrel, even if the fare has already been paid in full.

* Rates: Groups

Group rates and promotions (collectively, "Group Promotions") may be promoted in local newspapers, radio, television, e-mail, direct mail etc. in the geographic area where the offer applies, however, it must clearly indicate it is a Group Rate. "Subject to Availability" and/or "Limited Space Available" must be stated in the terms.

Restricted Promotional Pricing

TA shall enforce the eligibility requirements of restricted promotional fares (for example, Interline, Prospects Promotions, Recipient Only Promotions, Past Passenger Promotions, and Resident's rates or similar promotions) for all reservations made with Cruise Line and shall at all times ensure that such fares are not offered or displayed to ineligible guests via any means, including through the Internet or other distribution channel. If TA offers or displays restricted promotional fares to ineligible guests, whether deliberately or due to the inability of any applicable distribution channel to prevent such display, then Cruise Line may, at any time thereafter and in its sole discretion, remove such TA's access to such rates. Additionally, if Cruise Line determines that TA has knowingly utilized or permitted restricted promotional fares for guests that do not meet the eligibility requirements for the fare booked, the Cruise Line reserves the right to collect the difference between the fare paid and the lowest available fare for which the guest(s) is/are eligible by deducting the amount from any commissions owed to such TA under the applicable TA's Agreement.

* Taxes, Fees & Port Expenses

"Taxes, Fees & Port Expenses" may include any and all fees, charges, tolls, and taxes imposed by U.S.A. and/or foreign governmental or quasi-governmental authorities including, but not limited, to U.S.A. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees. Port Expense include fees paid to third parties for navigation, berthing, stevedoring, baggage handling/storage and security

services. Taxes, Fees & Port Expenses may be assessed per guest, per berth, per ton, or per vessel. Assessments calculated on a per ton or a per vessel will be spread over the number of guests on the ship. Taxes, Fees & Port Expenses are subject to change and Cruise Line reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full. TA agrees to determine and comply with all applicable advertising and disclosure requirements with regard to the assessment or collection of such Fees and/or Taxes.

* Co-Op Procedures

Any reimbursement for co-op advertising, including reimbursement amount, is subject to Cruise Line's prior written approval in its sole discretion. Cruise Line will not reimburse any TA advertising unless it has given prior written permission.

III. Internet Requirements and Guidelines.

A. Site Content Requirements and Guidelines

In addition to the preceding requirements, the following additional site content requirements and guidelines apply to websites and web pages of TA or those under TA's direct or indirect control that are used for marketing and/or displaying applicable Cruise Lines' cruises.

Each web page in TA's website must clearly indicate that TA is the website operator, with the name of TA being prominently displayed on every web page in the website. In the event TA develops a website for a third party's private use, the third party website user must be identified in the website consistent with the foregoing requirements. TA is not authorized to make the statement, either express or implied, that the website is an "official Cruise Line website"; that TA or the party for whom TA developed the website is an "official Cruise Line agency"; or that Cruise Line is associated with or has endorsed TA or its website.

Unless specifically permitted in writing, TA may not use Cruise Line Property or any substantially similar variation of Cruise Line's Property, including, but not limited to, variations of Cruise Line Property where several characters or symbols are reversed, replaced, or inserted ("Typos") in any part of a URL path, domain name, or subdomain without the express prior written consent of the applicable Cruise Line. If TA owns or controls a domain or subdomain name in any top-level domain or jurisdiction that contains Cruise Line's Property, anything substantially similar to Cruise Line's Property or Typos, TA agrees to assign all right, title, and interest thereto and shall immediately, upon request by Cruise Line, take whatever steps are necessary to transfer the name, or allow the name to be transferred as relevant, to Cruise Line or other entity that Cruise Line designates at a domain name registrar designated by Cruise Line. TA shall be responsible for all costs and expenses, including legal fees incurred by Cruise Line in enforcing the requirements of this provision. Furthermore, upon request by Cruise Line, TA must, within seven (7) days, produce a list of all domain names, subdomains, and URLs under TA's direct or indirect control, which contain Cruise Line's Property, anything substantially similar to Cruise Line's Property or Typos.

TA may download or copy content from Princess' Media Library, the Cunard Images website, Holland America Line's Cruise Image Library, or other resource otherwise provided by Cruise Lines to TA for use ("Content") for the express purpose of marketing Cruise Line's cruises in accordance with this Policy, and may not, whether manually or with an automated tool, download or copy any of Cruise Line's content from any other websites nor for any other purpose. Cruise Line's consent for TA to use Content is subject to this Policy and the following conditions:

- 1. The consents given by Cruise Line in this Policy are expressly limited to those uses and activities that are directly related to the promotion by TA of cruises and travel services offered by Cruise Line;
- 2. No other uses or activities with respect to the Content are permitted without the express prior written consent of Cruise Line;
- 3. TA may not alter the Content in any way except as may be specifically directed in writing by Cruise Line;
- 4. TA may not use the Content in any manner that implies that Cruise Line has sponsored or endorsed TA or TA's business, products, or activities;
- 5. TA may not use the Content in any manner which Cruise Line, in its sole discretion, determines undermines or disparages Cruise Line, its services and products, or in connection with the products or services of a competitor of Cruise Line;
- 6. Any use of the Content by TA must be in accordance with all applicable national, foreign or local laws, statutes, rules, and regulations, and must not violate the rights of any third party; and
- 7. The consents given by Cruise Line in this Policy may be revoked by Cruise Line at any time, with or without cause and with or without prior notice. Furthermore, upon revocation, TA agrees to cease any activity being conducted by it in reliance upon these consents.

Specifically excluded from the consents given by Cruise Line in this Policy are:

- 8. any copyright-protected photographs taken by parties other than Cruise Line, as noted near or beneath such photos; and
- 9. any and all photographs and text which show or name Cruise Line employees, crew members, or any other individuals.

By using the Content, TA acknowledges that the Content is provided "AS IS," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL CRUISE LINE BE LIABLE FOR TA'S USE OF THE CONTENT OR FOR ANY ERROR, FAILURE, DEFECT, OR DELAY IN TA'S ABILITY TO ACCESS OR USE THE CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM SAME, EVEN IF CRUISE LINE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CRUISE LINE'S LIABILITY TO TA FOR USE OF THE CONTENT EXCEED THE AMOUNTS, IF ANY, TA PAID TO CRUISE LINES. APPLICABLE LAW MAY NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO THEY MAY NOT APPLY.

B. Paid Search Requirements and Guidelines

These Paid Search Requirements and Guidelines apply to TA's direct or indirect use of paid search advertising or other forms of online targeted advertising, including, but not limited to, banner advertisements or behavioral or contextual advertising offered by companies operating search engines (including, but not limited to, Google and Yahoo), travel web sites (including, but not limited

to, Cruise Critic or Trip Advisor), or comparison sites (including, but not limited to, NexTag or Sidestep), or other third-party-operated websites ("Paid Search") is subject to the following:.

TA may not include Cruise Line Property, anything substantially similar to Cruise Line's Property, or Typos, in: any hyperlink that TA causes to be displayed as a result of a Paid Search. TA may only use Cruise Line Property in the ad text of an ad triggered by Paid Search, if: (Cruise Line Property is not included in the search terms purchased by TA) if the ad redirects to a landing page that is operated by the TA in compliance with the applicable provisions of Princess' OneSource terms and conditions and does not violate any law, regulation, or rights of another party; and the landing page, other than any search or site navigation features, is dedicated exclusively to the marketing of Cruise Line's cruises and does not have any references or links to other vacation opportunities, including, without limitation, other cruise lines.

When purchasing generic cruise-related keywords, such as "cruise" or "ship" or "escape," or "ocean liner," or when purchasing destination and port keywords for any port or destination served by Cruise Line (i.e., Europe, Caribbean, etc.) on broad match keyword terms programs, TA must ensure that its ads do not appear for consumer searches which include Cruise Line Property or Typos in combination with generic keyboards. TA must list the following elements of Cruise Line Property as negative keywords in order to prevent its ads from appearing as a result of searching for Cruise Line branded cruises: Princess, Cunard, Holland America, QE, Queen Elizabeth QE2, Queen Elizabeth 2, Queen Mary 2, QM2, and Queen Victoria. For example, it would be a violation if a consumer search using a keyword phrase, such as "Princess Los Angeles," triggers TA ad to appear if "Los Angeles cruises" was originally used by TA without the negative keyword of "Princess".

c. Link and Ad Text

TA may only include Cruise Line's Property, anything substantially similar to Cruise Line's Property, or Typos, in: (a) any hyperlink that TA causes to displayed as a result of Paid Search, or (b) in the ad text of an ad triggered by Paid Search, if: (1) the Link or Ad Text is displayed pursuant to compliance with the Paid Search Requirements and Guidelines set forth above; (2) if the ad redirects to a landing page that is operated by the TA in compliance with this Policy and does not violate any law, regulation, or rights of another party; and (3) the landing page, other than any search or site navigation features, is dedicated exclusively to the marketing of Cruise Line's cruises and does not have any references or links to other vacation opportunities, including, without limitation, other cruise lines.

D. Search Engine Optimization ("SEO") Requirements and Guidelines

These SEO requirements and guidelines apply to websites and web pages under the direct or indirect control of TA.

Metadata and Title Tags: A TA website may not present itself as an "official Cruise Line website", or otherwise suggest that it is sponsored or endorsed by Cruise Line, by means of keywords anywhere in the metadata or title tags. TA websites may not use "discounting" language in relation to Cruise Line cruises as keywords in the metadata or title tags (for example, "cheap Cruise Line rates" or "discounted Cruise Line cruises." TA websites may not employ excessive repetition of Cruise Line Property, anything substantially similar to Cruise Line Property or Typos as keywords (keyword stuffing) within metadata or site content for the purpose of skewing search results.

<u>Deceptive Redirects (Cloaking)</u>: TA websites may not present one type of page content to the search engines to achieve rankings on a Cruise Line-related search but redirect users to another page that contains different or unrelated content or content that does not comply with this Policy.

<u>Hidden or Invisible Text</u>: TA websites may not place text containing Cruise Line Property or Typos on a page that is the same color as the background, or otherwise hide text containing Cruise Line's Property, anything substantially similar to Cruise Line's Property, or Typos, including, but not limited to, by using Cruise Line's Property or Typos as alternative text for images or in the <ALT> html tag, causing it to be hidden from the viewer, but not from search engine spiders, except as otherwise provided for in this Policy.

Social Media Website Requirements: TA may use Cruise Line's Property in Social Media Websites (as defined below) for the purposes of communicating information about Cruise Line, subject to the requirements herein and the OneSource terms and conditions. TA may not use Cruise Line's Property, anything substantially similar to Cruise Line's Property, or Typos in any username, account name, profile name, screen name, or similar for any Social Media Website or display or undertake any other activity which may confuse consumers as to whether TA is acting on behalf of Cruise Line or is endorsed by Cruise Line. The following are considered Social Media Websites: social networking websites (including by example, but not limited to, Facebook, MySpace, Twitter, LinkedIn, etc.), blogging and community websites (including by example, but not limited to, BlogSpot.com, Wordpress.com, etc.), Video Websites (including by example, but not limited to YouTube, etc.), or any other website operated by a third party, directly or indirectly controlled or posted by TA ("Social Media Website").

E. Requirements and Guidelines for Spyware and Other Automated Tools

These Requirements and Guidelines for Spyware and Other Automated Tools apply to TA's use of online software applications that (i) fall under the general categories of "spyware," "adware," or "malware," as those terms are generally defined in the industry, or (ii) extract data or content from the Cruise Line's websites including, but not limited to, www.Princess.com, www.HollandAmerica.com, www.Cunard.com, or www.50essentialexperiences.com<

TA may not use or download to a user's computer any spyware, adware, malware, or similar tool or toolbars or other navigational elements that integrate with or frame Cruise Line's websites including, but not limited to, www.Princess.com, www.Cunard.com, www.gohal.com or www.hollandamerica.com and are designed to divert traffic from Cruise Line's websites, including, but not limited to www.Princess.com, www.Cunard.com, www.princess.com/onesource, www.cunard.com/onesource, www.gohal.com or www.hollandamerica.com to competitive websites.

TA may not "screen scrape" (evaluate and extract information from a web page through the use of software or programs) or use any data mining robots, or similar automated data gathering, extraction, and/or analysis tools on any web page from a Cruise Line website or database connected thereto.

F. Enforcement of Internet Requirements and Guidelines

In addition to any enforcements by, and remedies of, Cruise Line as set forth in this Policy and the underlying TA Agreement. Cruise Line reserves the right to take appropriate legal action and/or to pursue any and all other remedies available in law or in equity including, but not limited to, taking actions against all parties who violate Cruise Line's intellectual property rights, this Policy, and/or any Travel Agency Agreement.

TA agrees that Cruise Line shall have the right, but not the obligation, to undertake the following enforcement policy to temporarily suspend or permanently revoke (a) TA's authorization to book or sell cruise accommodations and/or (b) payment of commissions for cruise bookings that are made during the period of an uncured violation.

TA agrees to immediately take the following steps if notified by Cruise Line of any violations hereunder:

- 1. For violations of the Paid Search Requirements, Travel Agency must disable nonconforming links, ads, or web pages or make changes to each link, ad text, ad title, or web page as directed by Cruise Line:
- 2. For violations of Site Content and SEO Requirements, TA agrees it must make the website changes directed by Cruise Line.
- 3. For violations of Domain Names, Subdomains, and URL Requirements, except in the case of domain names, which are addressed in Section III(A) above, TA must disable any non-conforming subdomains or URLs as directed by Cruise Line.
- 4. For violations of Social Media Website Requirements, TA must, at Cruise Line's discretion, disable or transfer exclusive control to Cruise Line of any non-conforming username, account name, or screen name or anything similar, and disable any page, post, application, or advertising on any Social Media Website if allowed by the operator of such website.
- IV. Prohibited Payments and Compliance with Law

TA agrees that all of its activities performed, directly or indirectly, in connection with this Policy and underlying TA Agreement shall be carried out in compliance with all applicable laws, regulations, procedures and policies, including those of the United States and the jurisdiction of the TA (the "Laws").

A. TA shall take no action that would cause Cruise Line to be in violation of, and that it shall fully cooperate with Cruise Line in ensuring compliance with, U.S. export controls or trade sanctions, the U.S. Foreign Corrupt Practices Act and all other applicable anti-corruption Laws (the "FCPA"), including but not limited to ensuring that: (a) neither TA nor any of its principals, employees or agents shall, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a Public Official or Entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, Cruise Line, by (i) influencing any official act, decision or omission of such Public Official or Entity; (ii) inducing such Public Official of Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity; (iii) securing any improper advantage; or (iv) inducing such Public Official or Entity to affect or influence any act or decision of another Public Official or Entity; (b) ensuring that neither TA nor any of its principals, employees or agents directly or indirectly promises, offers or provides any corrupt payment, gratuity, emolument, bribe, kickback, excessive gift or hospitality or other illegal or unethical benefit to a Public Official or Entity or any other individual or organization; and (c) notifying Cruise Line if TA has any information or suspicion that there may be a violation of the FCPA or any other Law in connection with its activities under the Policy. "Public Official/Entity" means (i) any officer, employee, agent, representative, department, agency, official, representative, corporate entity, instrumentality or subdivision of any government, military or international organization, or (ii) any candidate for political office, any political party or any official of a political party.

V. Collection and Overpayment

Princess' and Cunard's "Value Add Program" allows TA's to charge third party services as part of the transaction with Cruise Line. TA agrees that its qualification for the Value Add Program is under the following conditions: (a) value add amounts can be any amount up to \$500 USD per guest but must

be the same for each guest; (b) for services/goods in excess of \$250.00 TA is providing must be previously approved by Cruise Line in writing on a per sailing basis; (c) in the event of cancellation of the cruise vacation or in the event of a dispute by the consumer of any Value Add component, Cruise Line shall decide whether any refund should be granted in its discretion and all refunds Cruise Line determines are due will generally be credited by Cruise Line in the same form in which payment was originally received in Cruise Line's discretion; (d) TA agrees to hold harmless and indemnify Cruise Line and its respective shareholders, directors, officers, agents, and employees against any loss, liabilities, and expenses (including but not limited to attorneys' fees and costs) arising from any third-party claims, suits, or proceedings which arise out of or are related to the Value Add Program.

TA's can request to participate in Holland America Line's surcharge program if they would like to make a payment in excess of \$250 per guest by contacting Reservation Accounting and requesting an Indemnification Request form: email to: Reservation_Accounting@hollandamerica.com or call 1-888-662-5384. The form, as well as a written explanation detailing the reason for the overcharge, should be submitted via email to: Reservation Accounting@hollandamerica.com. The following quidelines apply (a) any approved overcharge greater than \$250.00 per guest is subject to a \$35 per person non-refundable administrative fee. This fee will be applied to the booking at the time the overcharge is posted. (b) TA assumes full responsibility for addressing and resolving any claims or issues raised by a cardholder based on or resulting from any overcharge Holland America Line makes at TA's request. (c) If Holland America Line, in its sole and absolute discretion, elects to refund the amounts paid to Holland America Line due to the reversal of credit/debit card charges, cancellation of booking or for any other reason, Holland America Line will immediately recall the overpaid amount paid to TA. Holland America Line has no liability to TA whatsoever in the event it elects to make the refund. TA agrees to hold harmless and indemnify Holland America Line and its respective shareholders, directors, officers, agents, and employees against any loss, liabilities, and expenses (including but not limited to attorneys' fees and costs) arising from any third-party claims, suits, or proceedings which arise out of or are related to the surcharge program.

View the Princess Value Add Request Form »

View the Cunard Value Add Request Form »

VI. Methods of Advertising

A. Legal Compliance

- 1. TA will comply with all applicable laws, ordinances, rules, regulations, and guidelines, and shall not violate any third-party rights with respect to the underlying TA Agreement and transactions contemplated thereby (including any advertising, marketing, or promotions in connection with such TA Agreement). Cruise Line in no way authorizes or approves of any activity which does not comply with applicable laws, ordinances, rules and regulations, or guidelines and in no way shall it be considered a joint venturer with or authorizing agent of TA or in any other way be responsible for any activity TA engages in which violates these rules.
- 2. Cruise Line does not endorse nor authorize the practice of blast faxing, unsolicited faxing, unsolicited text messaging, unsolicited e-mail solicitations, bulk messaging on third-party websites, or any other practice of communicating with customers and third parties in contravention of applicable legal requirements, including sending outbound prerecorded telephone messages of any materials promoting Cruise Line or its products, or making any outbound telephone call to any person on a federal, state, local, or TA-specific do-not-call list. TA agrees that materials promoting Cruise Line

will only be sent to individuals who have requested the promotional information, whether by fax, e-mail, text message, on third-party sites, or though some other means whether now or hereafter created, and all such communication shall be made in compliance with applicable legal requirements and industry guidelines, and TA must be in full compliance at all times with all federal, state, and provincial or local laws and regulations (including, but not limited to, the TCPA, TCFAPA, and CAN-SPAM Act and any similar laws of any other jurisdiction).

B. Telephone Directory

TA is not permitted to list in any telephone web directory, or other directory, or document, under the heading "[Name of Cruise Line]" or anything deceptively similar thereto without first obtaining the prior written approval of Cruise Line. TA may not use either of the Cruise Lines' trademarks, service marks or logos in a manner that would appear to identify programs developed by TA. TA may not use either of the Cruise Lines' trademarks, service marks, or logos directly adjacent to or in combination with any word(s) not expressly authorized by Cruise Line, particularly TA's corporate and business names.

C. Guidelines

1. Logo

Advertising of Cruise Line should include the current logo for the applicable Cruise Line, which is available for download at www.onesourcecruises.com, located on the Advertising Guidelines page of the Sales and Marketing portion of the applicable Princess, Holland America Line or Cunard sections.

2. Trademark Use

Cruise Line hereby grants TA a royalty-free, non-exclusive, limited license to use the Cruise Line name, trademark(s), trade name(s), service mark(s), logo(s) (collectively, "Trademarks"), and other intellectual property, including Cruise Line Property (collectively, "Intellectual Property") solely for use in advertising/marketing materials ("Materials") but only in strict compliance with the terms and conditions of this Policy. TA agrees that Cruise Line, its parent Cruise Line, or their affiliates is/are the owner of any and all Intellectual Property used by Cruise Line, its parent Cruise Line, or their affiliates in connection with their respective businesses, and TA shall have no ownership interest therein. TA understands and agrees that it shall not use the Intellectual Property other than as specifically authorized. Title to and ownership of the Intellectual Property shall remain with Cruise Line and all uses shall inure to the benefit of Cruise Line.

TA may not act in any way which might, in Cruise Line's sole discretion, impair, infringe, or dilute any part of Cruise Line's right and title in Intellectual Property. Upon the earlier of (i) Cruise Line's request and (ii) the expiration or termination of the underlying TA Agreement and, at all times thereafter, TA will immediately stop using Intellectual Property in every way and will deliver to Cruise Line, or destroy, at Cruise Line's option, all material provided to TA on which Intellectual Property appears. Any consent given by Cruise Line to use Intellectual Property may be withdrawn by Cruise Line in its sole discretion at any time.

3. Trademark Symbol:

Trademark symbols, either ® or SM, must appear with the ship name, brand name, or other Cruise Line logo, at the first mention in copy and in the first most prominent position in the advertisement.

For your convenience, see list ("List") below for a summary of Ship names and some of the most used brand names and logos. For a detailed list of Trademarks or service marks, for Princess please visit https://book.princess.com/BookingSystem/goToUrl.do?srcURL=marketing/pc/brand/guidelines/index.jsp, for Cunard Line please

visit https://book.princess.com/BookingSystem/goToUrl.do?srcURL=marketing/cu/brand/guidelines/index.jsp, for Holland America Line, please visit: https://gohal.com/app/uploads/2016/12/BasicTsCs-for-Selling-HAL.pdf (collectively, "List"). TA agrees to check the List on a regular basis, as the List is updated periodically.

Princess

Caribbean Princess®	Royal Princess®
Coral Princess®	Ruby Princess®
Crown Princess®	Sapphire Princess®
Dawn Princess®	Sea Princess®
Diamond Princess®	Sky Princess®
Emerald Princess®	Star Princess®
Golden Princess®	Sun Cruises®
Grand Princess®	Princess Cruises®
Island Princess®	Princess®
Majestic Princess®	Princess Tours®
Ocean Princess®	SEA WITCH Logo
Pacific Princess®	Escape Completely®
Regal Princess®	

Cunard

Cunard®	Queen Elizabeth®
Cunard® Line	Queen Victoria®
Queen Mary 2®	

Holland America Line

Half Moon Cay®	
	Holland America Tours®
Holland America Cruises ®	
	Holland America®
Holland America Line®	
Amsterdam®	Eurodam®
Koningsdam®	Maasdam®
Nieuw Amsterdam®	Noordam®
Oosterdam®	Prinsendam®
Rotterdam®	Veendam®
Volendam®	Westerdam®
Zaandam®	Zuiderdam®
Nieuw Statendam®	

4. Ship Registry

TA agrees and understands that a ship's registry must appear on all printed material that advertises cruises on that particular ship. All Princess ships are ships of Bermudan and United Kingdom registry. All Cunard ships are ships of Bermudan registry. All Holland America Line ships are of The Netherlands registry. This is a requirement of the U.S. Coast Guard.

5. Certificates, Coupons, Vouchers, or Other Promotional Offers

Cruise Line's Property may not be used on promotional cruise certificates, coupons, or vouchers ("Cruise Certificates") without Cruise Line's express written authorization. TA understands, acknowledges, and agrees that if any Passenger attempts to use any Cruise Certificate or similar voucher that has not been duly authorized by Cruise Line, TA shall be responsible for all claims, losses, and expenses whatsoever incurred by Cruise Line or Passenger as a result thereof.

6. Sweepstakes or Contests

Cruise Line's Property may not be used in sweepstakes or contests ("Sweepstakes") without Cruise Line's express written authorization. Each Cruise Line approved Sweepstakes conducted by TA shall contain in the Sweepstakes Official Rules the following statement:

"[INSERT AGENT NAME] is the sponsor of this [Sweepstakes/Contest] and is not affiliated with, nor an agent of, [CRUISE LINE], and is solely responsible for all aspects of this promotion."

The foregoing must comply with this Policy and must in all cases be available to the consumer prior to entry or purchase if the Sweepstakes involves purchase. Neither Cruise Line's review nor approval of any materials provided by TA will be deemed (a) an endorsement by Cruise Line of such materials or of any information contained therein, or (b) an opinion by Cruise Line that such materials comply with any applicable laws, rules, or regulations, and not violate any third-party rights. Cruise Line reserves the right, in its sole and absolute discretion, to at any time demand the immediate termination of any Sweepstakes that does not meet Cruise Line's guidelines and requirements.

VII. Commissions

A. Commissionable Revenue

TA agrees that Princess and Cunard Line will only pay commission on Commissionable Revenue. "Commissionable Revenue" means the following: actual cruise, cruisetour or landtour fare paid to Cruise Line (but excluding the non-commissionable amount that is part of such fare), including cruise tour and land tour modifications; Cruise Plus[®] hotel packages; Princess Vacation ProtectionSM or Princess Platinum Vacation ProtectionSM and cancellation charges if the relevant passenger purchased Princess Vacation ProtectionSM or Princess Platinum Vacation ProtectionSM or when a booking is in the 100% cancellation fee period.

TA agrees that commission paid by Holland America Line is based on the following: "Revenue" means amounts paid to Holland America Line for bookings in which guests have actually sailed. "Qualified Gross Revenue" means all Revenue paid to Holland America Line, inclusive of commission, for cruise and Land & Sea Journeys fares (less applicable discounts, shipboard credits and tour conductor credits) and Home City Air (including the Fly Cruise Plan), but does not include amounts paid to Holland America Line from Non-Commissionable Fares, Fuel Supplement, CPP Program, pre/post optional programs, transfers and Taxes, Fees, & Port Expenses. Qualified Gross Revenue shall not include Revenue paid to Holland America Line for bookings made to customers residing outside the APPLICABLE GEOGRAPHIC AREA. "Net Revenue" means Qualified Gross

Revenue minus (a) any Base and Upfront Incentive Commission and (b) Home City Air. "Non-Commissionable Items" means Home City Air, Non-Commissionable Fare, Fuel Supplement, Taxes, Fees, & Port Expenses or other levies added to fares. "Non-Commissionable Fare" is the portion of the cruise fare that is non-commissionable to travel advisors. APPLICABLE GEOGRAPHIC AREA means the United States (the 50 states and the District of Columbia) and Canada.

B. Prohibition Sharing Pricing Information

Under no circumstances may TA offer or distribute to any other agent Cruise Line's brand, products, inventory, or any of the applicable Cruise Line Property of either of the Cruise Lines via Internet or other distribution system (including any GDS system) without prior written consent from the applicable Cruise Line. This restriction includes, without limitation, any link or connectivity established by a third party with or through any of TA's websites or GDS system which provides any other TA or agency access to Cruise Line's products, pricing, or inventory of either Cruise Line. Any breach of this section by TA shall give rise to the immediate termination of the underlying Travel Agency Agreement at applicable Cruise Line's discretion. TA shall immediately return any commissions paid by the applicable Cruise Line for bookings made as described herein. In addition to any other remedies at law or in equity, Cruise Line shall have the right to set off any commissions due to TA for applicable bookings against any payments of commissions paid for such unauthorized bookings.

VIII. Restrictions for selling

A. Geography

TA agrees that it will not sell Princess and Cunard Line products and services to guests residing outside the United States, Canada, Puerto Rico, Bermuda and Mexico. TA agrees that it will not sell Holland America Line products and services to guests residing outside of the United States (meaning the 50 states and the District of Columbia) and Canada. Residence will be determined based on a guest's primary residence. The foregoing restriction does not apply to TA's sale of Cruise Line products and services to guests residing outside the United States, Canada, Puerto Rico, Bermuda and Mexico to which TA previously sold Cruise Line products and services, subject to TA providing Cruise Line with sufficient evidence of such prior sale as determined by Cruise Line at its sole discretion. TA agrees that in the event of any violation of the foregoing restriction, Cruise Line will not pay any commissions of any kind on such bookings to TA nor will revenue from such bookings be included in TA's growth goal programs, incentives, cooperative fund calculations, tour conductors or other amenities. Repeat violations may result in TA's loss of the right to sell Cruise Line products and services.

TAs transacting business in the United States or Canada, may transact business either in United States dollars or Canadian dollars.

TAs transacting business in Mexico or Puerto Rico must transact business in United States dollars.

B. Regional Sales

Gateway cities provided by TA for Passengers booked under regional promotions ("Regional Promotions") must be consistent with the gateway city of the booked Passengers' residences. If inconsistent information is provided, Cruise Line reserves the right to withhold cooperative funds and/or at source override of TA branch office location at Cruise Line's discretion.

C. Onboard

TA agrees that if TA, TA's representative, and/or employee are onboard a Cruise Line vessel, such persons may not use any hospitality or sales desk, other vessel facilities, or any Cruise Line Passenger event or meeting to market future cruises to Passengers not currently booked by TA while onboard the vessel, including, but not limited to, the distribution of marketing materials or other promotional items.

D. Passenger Services Act

TA agrees to comply with the Passenger Services Act which, among other things, does not permit a foreign flagged ship to transport passengers between U.S. ports (i.e., embark in one U.S. port (including, without limitation, Puerto Rico) and permanently disembark in another) without a call to a distant foreign port. TA understands and agrees that combining two cruises on the same vessel that results in an embarkation and disembarkation in two different U.S. ports without an intervening stop at a distant foreign port is not permissible. TA understands and acknowledges that fines are imposed by Customs and Border Protection for violations of this law.

TA understands and agrees that if the result of a combined itinerary is that the Passenger will have embarked and disembarked in two different U.S. ports without an intervening stop at a distant port, a violation occurs, regardless of whether the link code is placed on the booking. TA agrees that even if the Passengers disembark completely from the first voyage and then return to the pier to embark the second voyage, this is a prohibited voyage, unless the vessel calls at a distant foreign port. TA agrees to pay all fines and penalties imposed on Cruise Line for every violation of the Passenger Services Act.

IX. Group Policies

The Group Policies and Procedure may be amended by Cruise Line at its sole discretion and without notice, whether contained in a separate group contract or otherwise

A. Group Policies: Promotional Activities

Cruise Line provides TA an allocation of group space for cabins which the TA agrees to actively promote and publicize through promotional efforts pre-approved by Cruise Line.

B. Group Policies: Rates

Group space may not be sold on a wholesale or consolidated basis. Violations will result in immediate cancellation of all group allocations. Unless otherwise noted, fares quoted are in U.S. dollars or Canadian dollars (as applicable). Onboard credits, where applicable, are considered part of the group fare. Non-incentive group passengers may combine them with group fares, unless specified as part of the fare promotion. Bookings made within a category type (inside, outside, balcony, mini-suite) will automatically decrement the allocation within that category type. Once an allocation is exhausted, Cruise Line reserves the right to charge additional bookings a higher fare at its discretion.

C. Group Policies: Recall Dates

Unsold space shall be defined as all space which has not been sold to specific passengers and deposited according to Cruise Line's policy. Though Cruise Line reserves the right to recall unsold space at any time and without notice, Cruise Line will review each group allocation on the recall dates listed on the group confirmation.

D. Group Policies: Accommodations

Group space is blocked on double-occupancy basis only. Singles, triples and quads are capacity-controlled and are subject to availability. Certain stateroom categories are ineligible for group rates.

E. Group Policies: Deposits

For Princess and Cunard Line: The deposit(s) noted on the front of the group confirmation form is due 240 days prior to departure for groups below 250 beds, unless otherwise noted on the front of the confirmation form. Non-payment of these deposit(s) will result in cancellation of allocations without further notice. Non-payment of passenger deposit(s) will result in cancellation of stateroom(s) without further notice.

For Holland America Line: For group allocations greater than 16 staterooms, Holland America Line requires a \$50 per stateroom upfront deposit. This upfront deposit is due within thirty (30) days of initial group confirmation and is in addition to required passenger deposits. Failure to remit upfront deposits will result in the release of group allocation.

F. Group Policies: Booking Cancellation

Any request for a name change or other substitution represents a cancellation and release of space. Cruise Line reserves the right not to restore the space to the group allotment if a booking within the group cancels. Any name changes or substitutions accepted represent new bookings subject to the rates and discounts available at the time of change or substitution. Incentive groups allow name changes up to five (5) days prior to sailing. However, if name changes for incentive groups occur after the cancellation penalty period has commenced, TA will be required to pay the applicable per person service fee and any other applicable costs for each name change.

g. Group Policies: Tour Conductor/Escort Credits

For Princess and Cunard Line: TAs meeting eligibility requirements will earn cruise tour conductor berths as stated in the "Tour Conductor Credit" ratio stated on the group confirmation for the applicable group, except that, for Princess Cruises, TA will not earn any tour conductor credit on cruises of two (2) days or less. The Tour Conductor Credit ratio allows TA to earn one cruise tour conductor berth for a stated number of lower-berth passengers in the allocation (all upper-berth passengers are not included), except that lower-berth passengers who paid certain promotional fares are not counted in the ratio calculation. The Tour Conductor Credit ratio is also expressed as an amount calculated by taking the average of the fares paid by the stated number of lower berth passengers. Assignments of the earned cruise tour conductor credit in a specific cabin category are based on the above stated fare average amount. However, if available, TA may choose a tour conductor credit in a higher category cabin than the category assigned by Cruise Line by paying the difference between the rate for the higher cabin category and the fare average amount. Cruise tour conductor must be designated by TA at the time of final group reconciliation. Tour conductor credits shall be deemed to have no cash value as between Cruise Line and TA so that in the event of any cruise cancellation or early termination, no refund shall be made or other compensation provided by Cruise Line for any Tour Conductor credit, except that Cruise Line will refund any amounts paid by TA for a cruise tour conductor berth in a higher category cabin as discussed above. All tour conductor credits do not include any air, hotel packages, transfers, Taxes, Fees & Port Expenses, non-commissionable items or amenities, as applicable, and the charges, fees and taxes for same must be paid by TA to Cruise Line. TA must pay the single land supplement to Cruise Line for any tour conductor that requires single occupancy accommodation on the land portion of a cruise tour.

For Holland America Line: Groups will be credited with an average cruise fare (excluding home city air, non-commissionable fare, Taxes, Fees and Port Expenses and optional packages) for every 15 double or single occupancy paid passengers booked within a group. The earned tour escort credit will be applied to every 16th guest within 14 days of sailing. Different earned tour escort ratios may apply to various Holland America Line products as referenced on the group confirmation. Third and fourth paid passengers sharing a stateroom with two full fare paid passengers do not count toward the tour escort credit. Earned tour escort credits may be affected by late cancellations within the group. If the number of double or single occupancy paid guests falls below the required minimum, the tour escort credit will be removed. The tour escort credit is in lieu of free cruise or tour travel.

H. Group Policies: Group Amenity Program

For Princess and Cunard Line: For groups with amenity points, amenity points vary by voyage. Amenity selections and all changes must be made by 75 days prior to departure. Amenity options GX1, GX2, and/or GX4 must be selected by 180 days prior to departure. Group amenity points are subject to change. If the amenity selected requires a minimum or maximum number of passengers booked to qualify for the amenity which is not met (or exceed in the case of the GCS and GMT amenities) by two weeks prior to sailing, the amenity selected will be forfeited or a substitution provided by Princess Cruises, refer to the Travel Advisor's group amenities list for details.

For Holland America Line: Points may be awarded at Holland America Line's discretion. Amenities must be selected prior to 90 days before sailing. Eligibility for amenities are set by current year's applicable Group Advantage Program brochure. Changes to selected amenities may be made prior to the group booking being finalized 90 days prior to sailing. Unused GAP points will be cancelled 90 days prior to sailing. Select promotions may be not combinable with the GAP program.

I. Group Policies: Passenger Air Program

Group passengers from the same air/sea city will not necessarily be accommodated on the same air flight.

J. Group Policies: Passenger Dining

Dining sitting will be on a first come/first served basis. TAs must advise Cruise Line of passenger dining preference, table size, and table partners at time of booking. Cruise Line may not accommodate group passengers on the same dining schedule.

K. Air

1. Compliance with Applicable Guidelines

TA agrees that it will comply with all applicable laws, rules, regulations, and guidelines relating to the advertisement and sale of air travel or air-inclusive cruise packages, as well as any guidelines established by Cruise Line that are referred to herein (collectively, the "Guidelines"). In addition, TA specifically agrees to provide proper and adequate disclosure (i.e., disclosures that are prominent and proximate to the advertised fares) of all significant conditions related to an advertised airfare or air-inclusive cruise package. These conditions may include but are not limited to: non-refundability or limited refundability; limited availabilities; black-out dates; the amount of any cancellation and/or change fees imposed by air carriers, Cruise Line and/or TA for air or cruise travel; baggage fees for checking one or two standard-sized bags, if any; gateway and destination cities; mandatory overnights; minimum or maximum stay requirements; and advance purchase requirements.

TA agrees to comply with all applicable provisions of the Secure Flight Program (Title 49, Part 1560, et seq.) including, without limitation, collecting and transmitting appropriate flight passenger information and providing proper and adequate privacy notices on its website and elsewhere as required under this Program.

TA additionally agrees to comply with all provisions of 14 C.F.R. 382 governing the treatment of passengers with disabilities and, where necessary, to work with airlines directly to ensure that proper accommodations are made for special needs passengers.

The Guidelines and requirements stated above apply to the offering for sale and sale of airfare in connection with Cruise Line products or air-inclusive cruise packages in any advertising medium, including, without limitation: newspapers, direct mail, magazines, catalogs, flyers, television, radio, Internet, and/or Internet booking engines. The Guidelines and requirements stated above apply anytime that a Cruise Line product is advertised or sold by TA, even when sold in conjunction (or "bundled") with non-Cruise Line products. TA is solely responsible for any violation of the Guidelines that occurs as a result of TA's improper bundling of Cruise Line products.

TA assumes sole responsibility for ensuring compliance with the Guidelines.

2. Air Pricing Policies Applicable to all Air Sales

It is the policy of Cruise Line to advertise and sell "All-inclusive Air Prices" that include in the quoted price all applicable fees, charges, and taxes related to air transportation imposed by U.S. and/or foreign governmental or quasi-governmental authorities, airports, carriers, and Cruise Line, including: U.S. Excise Tax; Passenger Fuel Surcharges, if any; Airport Facility Charges, departure taxes, security taxes, and surcharges, the September 11 Security Fee, federal domestic flight segment fees, airport service charges, government inspection fees, and the applicable margin charged by Cruise Line for the air travel. Air fees, taxes, and surcharges vary by gateway city, routing, destination, and carrier. TA agrees that air fees, taxes, and surcharges are non-commissionable.

Air prices do not include (unless otherwise specified): optional air transfers, baggage fees, travel insurance, optional items, or items of a personal nature.

TA may not advertise, quote, or sell Cruise Line air prices that are not All-Inclusive Air Prices, and is specifically prohibited from separately stating any fuel surcharges, excise taxes, the applicable margin, or other taxes, fees, or charges that are included in the All-Inclusive Air Price. TA is responsible for informing passengers of any applicable baggage fees and carrier baggage policies, in the manner required by the Guidelines.

All air-inclusive voyages will be sold subject to either the Flight Choice Program, the Princess EZair® Program or Holland America Line's Flight Ease Program. In addition to the provisions above, the following guidelines apply to the respective programs, as indicated.

3. Flight Choice Program

a. Flight Choice Booking Procedures, Identification, and Refunds

All flights and air pricing are subject to change until full payment is received by Cruise Line. Passenger has the option to pay in full at the time of booking. TA shall advise passengers early in the booking process and prior to payment as required by the Guidelines that flights and prices are

not guaranteed until full payment is received. In all cases, air tickets must be paid in full no later than the Final Payment due date, as indicated by Cruise Line's internal revenue management system. TA agrees to contact airline(s) directly to reconfirm flights, any special travel needs, and to obtain seat assignments.

The airlines will have Passenger names on record approximately thirty (30) days prior to departure. TA is responsible for verifying that the spelling of names shown on the Flight Information notice match the identification presented at airport check-in (i.e., Passport).

All airline tickets are the property of the carrier and must be returned to carrier. Cruise Line will work with the carrier to return unused tickets and obtain refunds.

b. Flight Choice Program Information

Customers purchasing air through the Flight Choice Program will receive final confirmation of flight details approximately seventy-five (75) days before departure. Customers may choose to customize their flight for a fee (see the Flight Information form for current fee), plus any additional air costs for the customized flight. Please contact Cruise Line Custom Air Department for Princess at 1-800-PRINCESS and for Cunard at 1-800-7CUNARD at least thirty (30) days prior to departure for questions.

While Cruise Line uses reasonable efforts to accommodate passengers originating from the same air/sea city on the same airline, TA acknowledges that in some cases that may not be possible. The availability of Cruise Line's air program may be limited in some gateway cities. Cruise Line reserves the right to withdraw any gateway city without prior notice, but will accommodate passengers that have paid in full for a selected gateway. Cruise Line reserves the right to accommodate passengers at the nearest airport to a selected gateway if flights to the selected gateway are unavailable, and will provide transportation if the substituted airport is an unreasonable distance from the selected gateway. Any requests for air transportation under Cruise Lines' air program within thirty-five (35) days of sailing will be accommodated on a space available basis only.

4. Princess EZair Program

a. Princess EZair Program Booking Procedures, Identification, and Refunds

Passengers purchasing flights under the EZAir Program may select either Flexible or Restricted fares that offer differing levels of flexibility.

Passengers booked on restricted fares are required to be paid in full at the time of booking. Passengers booked on flexible fares must be paid in full no later than the Final Payment due date, as indicated by Cruise Line's reservations system. All flights and air pricing for Flexible fares are subject to change until full payment of cruise and fare is received by Cruise Line. TA shall advise passengers early in the booking process and prior to payment in a manner that complies with the Guidelines that flights and prices are not guaranteed until full payment is received.

TA agrees to contact airline(s) directly to reconfirm flights and any special travel needs, and to obtain seat assignments. TA is responsible for verifying that the spelling of names shown on the Flight Information notice match the identification presented at airport check-in (i.e., Passport).

All airline tickets are the property of the carrier and must be returned to carrier.

b. Princess EZair Information

Passengers purchasing flights under the Princess EZair Program may choose their flight and cabin at the time of booking. Passengers will be able to choose from a selection of flights under either the Flexible or Restricted program. TA is responsible for disclosing to passenger all significant conditions related to the flights under each program, including but not limited to: itinerary change and cancellation policies, fees, and rerouting options.

5. Holland America Line Flight Ease Program

Passengers purchasing flights under the Flight Ease Program may select either Flexible or Restricted fares that offer differing levels of flexibility. Current Program fare terms are:

FLEXIBLE

- * Prices are per person for e-tickets and include all flight taxes and fees. Prices and availability are not guaranteed until ticket is paid in full. Baggage fees of up to \$60.00 for the first or second standard bag are additional. Contact the airline for further details.
- * E-tickets are nontransferable and nonrefundable.
- * Any changes or cancellations made after the cruise final payment will incur fees up to the full cost of the e-ticket, per ticket. Any changes or cancellations made after flight departure will result in cancellation and the e-ticket will have no value. Changes to e-ticket may require additional payment based on current fares.
- * Cancellation of any cruise bookings will automatically cancel any related air bookings and cancellation fees apply.

RESTRICTED AIR

- * Prices are per person for e-tickets and include all flight taxes and fees. Prices and availability are not guaranteed until ticket is paid in full. Baggage fees of up to \$60.00 for the first or second standard bag are additional. Contact the airline for further details.
- * E-tickets are nontransferable and nonrefundable. Any changes will result in cancellation of the e-ticket.
- * If e-ticket is cancelled before flight departure, airline may give a non-refundable, non-transferrable air credit MEMO (for an amount solely in the airline's discretion) that may be used for future travel within 12 months of the issue date of the original e-ticket. The airline will assess a change fee of a minimum of \$150.00 up to the full cost of the original e-ticket, per ticket. New e-ticket may require additional payment based on current fares. Air credit MEMO is not available for any cancellations after flight departure.
- * Cancellation of any cruise bookings will automatically cancel related air bookings and cancellation

TA is responsible for disclosing to passenger all significant conditions related to the flights under each program, including, but not limited to: itinerary change and cancellation policies, fees, and rerouting options. TA is responsible for verifying that the spelling of names shown on the Flight Information notice match the identification presented at airport check-in (i.e., Passport).

6. Next Port Protection

Passengers who book air travel through Cruise Line will be automatically enrolled in the Cruise Line next port protection program. If passengers miss or will miss their original port of embarkation due to airline delay or an airline service disruption, such as flight cancellation or flight re-routes, Cruise Line will work with the airlines to find a reasonable alternative to provide flights to the next appropriate* port at no additional air cost to the passenger.

Factors taken into account in determining the appropriateness of a port of call include, but are not limited to:

- * visas and other legal documentation that may be required;
- * application of the Passenger Services Act to the new itinerary;
- * airport/port infrastructure;
- * comparability of cost, flight connections, and travel time required (note, any refund due on the unused air ticket must be used to offset the cost of the new air ticket); and
- * where in the original itinerary this port is located.

X. All Bookings / Upgrades

TA may be notified that the Passenger's booking has received a complimentary upgrade with corresponding new stateroom assignment. TA is required to notify the Passenger of the upgrade and new stateroom assignment immediately and if the Passenger declines the upgrade, TA agrees to notify Cruise Line within forty-eight (48) hours. If Cruise Line does not guarantee that it will be able to honor requests to return Passenger to the original stateroom, TA agrees to notify Passenger of Stateroom assignments. All upgrades are at the sole discretion of Cruise Line. Factors used by Cruise Line in connection with any upgrade may change from time to time at Cruise Line's sole discretion and without notice. For TA reference, the factors may include, without limitation, previous number of cruises, booking date, and category.

XI. Cruise Documents

TA agrees it is his/her responsibility to forward all Cruise Documents in any media format, including hard copy and electronic copy, to the Passenger in a timely manner following receipt by TA. TA further agrees it is TA's responsibility to ensure that the Passenger obtains his/her electronic boarding pass.

XII. Passenger Immigration Form

TA and all TA's branch office locations are responsible for the completion and the communication of all passenger immigration form (PIF) data to Cruise Line. TA and TA's Passenger(s) are responsible under the Passage Contract for determining and complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each Country, state or province to or from which TA's passenger will travel.

XIII. Travel Plans

TA understands and agrees that all Travel Plan coverage terms including the eligibility, cancellation, and refund provisions, are subject to the Terms and Conditions of the Coverage Policy. The applicable Plan details and/or policy, as applicable, can be obtained at www.princess.com, www.hollandamerica.com or www.cunard.com (i.e., Princess Vacation Protection, Princess Platinum Vacation Protection, Cunard Care, At Ease Waiver, Cancellation Protection Program etc.). TA agrees to sell the products only in accordance with the Plan or Policy Terms, and not all programs are available in all territories.

TA agrees to forward all Policy documents to Passenger(s) in a timely manner. TA acknowledges and understands on behalf of TA's Passengers that although Cruise Line makes such plan available as a convenience and may charge a fee and earn a profit for doing so, Cruise Lines are not insurers, any such coverage is provided and administered by an independent contractor, and Cruise Lines shall have no liability whatsoever in connection therewith. Travel Plans become effective upon payment of the premium.

XIV. Sale of Excursions

TA acknowledges that cruise tours, land tours, and shore excursions sold by Cruise Line are normally provided by independent third parties and Cruise Line shall be entitled to charge a fee and earn a profit from the sale of such activities, but makes such arrangements solely for the convenience of Passengers, does not undertake to supervise the tours or excursions provided by such third parties, and shall not under any circumstances be liable for any loss, damage, cost, expense, injury, or death whatsoever arising from or related to the conduct or sale of such tours or excursions.

XV. Credit Card Payment

TA must adhere to the applicable credit card company's then-existing procedures for credit card transactions and collect proper authorizations from its clients for all credit card charges. In the event of a fraudulent or unauthorized credit card transaction for a cruise product booked through TA, such TA shall use commercially reasonable efforts to assist Cruise Line in resolving any related dispute between Cruise Line and the affected TA's client, as well as the applicable credit card company. TA agrees it shall be responsible for payment of any amounts related thereto if such fraudulent or unauthorized transaction resulted from such TA's negligence or intentional misconduct.

In connection with any chargebacks, TA shall comply with all of the following: (1) correctly transmitting the credit card information to Cruise Line, (2) obtaining the cardholder's faxed or original signature on a document authorizing the specific charge in dispute, (3) acting reasonably to determine whether the credit card is being used in an unauthorized or fraudulent manner, and (4) not making any misrepresentations or false statements or omit any material facts in the underlying sale that is the basis of the chargeback. In the event a Passenger is entitled to a refund, as determined by Cruise Line in its discretion, Cruise Line is only responsible for refunding that portion of the amount paid by the client which was paid to and retained by Cruise Line, as determined for these purposes after first deducting all applicable cancellation fees. TA is responsible for refunding all additional amounts received from its client (excluding TA's non-refundable booking fee, if applicable), as well as any commission previously paid by Cruise Line or discount received from Cruise Line. However, if Cruise Line cancels a cruise, or any Passenger's booking, and, in its sole discretion, decides to protect TA's commission for such cruise, TA will not be responsible for refunding the commission to the Passenger. If the refund of a booking fee imposed by TA is required or being sought, such TA (and not Cruise Line) will be responsible for the same.

XVI. Online-Only Functions

The functions below are all available for self service via POLAR online, Cruise Line's proprietary booking tool, GDS systems or OneSourcecruises.com. Please note items A & B are <u>only</u> available online.

A. Flash bookings
B.Travel advisor brochure and collateral requests – standard orders;
C. Opening Cruise Night sales;
D. Requests for copies of booking confirmations;
E. Option extensions;
F. Amending the consultant/travel advisor contact name on a booking;
G. Cross-referencing bookings for passengers traveling together;
H. Changing cabin numbers;
I. Altering bed configurations;
J. Opening groups;
K. Group recall extensions;
L. Adding group amenities;
M. Adding independent air;
N. Changing group name;
O. Group confirmations and reports:
1 - group confirmation fax – entire contract, including itinerary and terms and conditions;
2 - Group contract – front page only;

5 - Group billing statement;

4 - Group itinerary – only for tour groups;

6 - Group financial detail

Cruise Line reserves the right to add or delete on-line only functions in its sole discretion.

XVII.RIGHT TO CANCEL, CHANGE TIME OF SAILING OR PORTS OF EMBARKATION/DISEMBARKATION OR SHORTEN CRUISE; SUBSTITUTION

3 - Group contract conditions and information form (terms only);

Cruise Line may, at any time, without notice or liability for refund, payment, or compensation, except as provided herein, cancel the Cruise, change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise or substitute ships, aircraft, or other transportation or lodging. TA agrees that TA and Passenger shall have no claim against Cruise Line and Cruise Line shall not be liable (whether for damages or a refund) for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances, except as from in the Passage Contract.

XVIII.General Passage Contract

The terms and conditions which govern the cruise bookings for Princess and Cunard are set forth in the Passage Contract and are incorporated herein by reference. View the entire Passage Contract at https://www.princess.com/legal/passage_contract/ or https://www.cunard.com/en-us/advice-and-policies/passage-contract respectively. The terms and conditions which govern cruise bookings for Holland America Line are set forth in the Cruise Contract at https://www.hollandamerica.com/legalAndPrivacy/. TAs are responsible to familiarize themselves

at https://www.hollandamerica.com/legalAndPrivacy/. The are responsible to familiarize themselves with all sections of the Passage Contract and Cruise Contract as they govern the Passenger's legal rights, particularly with respect to cancellation, the provision of medical care, privacy rights, Cruise Line's liability, and the Passenger's right to sue or arbitrate.

In the event of any conflict between any brochures or other communication or information published in any media format or on the Internet concerning any booking and the Passage Contract or Cruise Contract, the Passage Contract or Cruise Contract, as applicable, shall govern all bookings made for any Passenger.

TA consents to receipt of an electronic Passage Contract or Cruise Contract and, in the event Passenger purchased a Travel Plan, an electronic version of the Travel Plan Policy terms and conditions, printable copies of both of which are made available to TA and Passenger; see XIII for links to applicable Travel Plan. A current version of Adobe Reader is required to view them. Such documents are updated periodically and those provisions in effect at the time of acceptance of the Passage Contract or Cruise Contract, or purchase of the Plan, as applicable, control in the event of any conflict. TA authorizes Cruise Line to contact TA electronically regarding these documents at the e-mail address TA used to log onto Cruise Line's website. TA understands it can update TA's contact information in the event of any changes by logging onto the onesource.com website and following the necessary links. TA acknowledges its right to withhold or withdraw this consent, and by notifying Cruise Line can request paper copies of the Passage Contract, Cruise Contract and Travel Plan terms and conditions free of charge.

TA acknowledges receipt of the Passage Contract or Cruise Contract and Travel Plan on behalf of each Passenger for whom a booking has been made or a Travel Plan has been purchased. Further TA represents and warrants that TA is authorized by all such person(s) and any persons in their care, including any minor, and their heirs, relatives, and personal representatives, to accept and agree to all terms and conditions set forth in the Passage Contract or Cruise Contract, on their behalf.

XIX. Cruise Conditions and Important Information

TA is responsible to familiarize himself or herself with the information concerning Reservations, Tours, the applicable Travel Plans, Cancellation Charges, Travel and Health Documentations, and FlightChoice, Flight Ease and EZair as applicable for each booking. In the event of any conflict between the brochures or E-documents and the Passage Contract or Cruise Contract, the Passage Contract or Cruise Contract, as applicable, shall govern all bookings made for any Passenger.

XX. Notification of Changes in Fare and Pricing Errors

All cruise fares, non-commissionable fares, and Taxes, Fees & Port Expenses and Fuel Supplements are subject to change or addition without notice at Cruise Line's discretion until final payment has been received by Cruise Line. Cruise Line reserves the right in an existing reservation, up to the time of sailing, even if already paid, to assess additional Taxes, Fees & Port Expenses or Fuel Supplements that were not in effect at the time of the booking. Cruise Line attempts to ensure the accuracy of the pricing reflected in its system and the systems of approved distribution channels. However, in the event of a pricing error or omission in an amount not intended by Cruise Line, Cruise Line reserves the right to cancel or adjust the pricing of any reservation that is impacted by the error. In the event Cruise Line cancels such a reservation, a full refund will be made and cancellation penalties will not apply, unless an alternate resolution is required by applicable law. Cruise Line shall have no liability whatsoever for prices advertised in error by TA.

XXI. Change of TA

TA understands and agrees that Passengers of TA who contact Cruise Line requesting to book with another TA or book directly with Cruise Line are generally asked to submit such requests in writing to Cruise Line. Upon receipt of such written request, as a courtesy only, Cruise Line may notify TA of the request and discuss the status of the booking. However such action may not be possible in every case. Regardless, Cruise Line reserves the right to take any further action with regard to the booking it deems appropriate under the circumstances, including working directly with the Passenger or another TA to finalize the booking.

XXII. Legal

A. Compliance With All Laws and Regulations and Keeping of Books and Records

TA agrees to be responsible for complying with all applicable laws and regulations with respect to the use of this site or any other activities by TA. By using this site, TA warrants and agrees that it shall determine, does now and shall at all times in the future comply with, all laws and regulations applicable in the jurisdiction where the TA transacts business and where the Passenger or Cruise Line is domiciled, including laws for the registration, licensing, marketing, advertising, or other conduct of travel advisors. TA further agrees to comply with all applicable privacy laws regarding the use, processing, sharing, or transmission of personal information concerning Passengers within and without the United States, including obtaining all necessary consents and waivers TA agrees to abide by all additional terms of the Passage Contract with regard to Passenger privacy.

TA agrees to market all TA products in a competent and professional manner to the best of his or her ability and to deal fairly and in good faith with TA's passenger clients and Cruise Line.

TA agrees to keep accurate accounts, books and records concerning the transactions which are subject to Policy and TA agrees that such books and records are subject to audit by Cruise Line upon its request.

B. TA Indemnification

TA agrees that it will indemnify, defend, and hold harmless Cruise Line and its officers, directors, employees, agents, parent company, and affiliates from and against any and all losses, liabilities, claims, damages, costs, and expenses (including attorney's fees as incurred) arising out of or in connection with any and all breaches of this Policy or the TA Agreement or any term thereof, or any failure to perform in accordance with the obligations hereunder without limitations of any kind,

irrespective of any other contrary term in this Policy or the TA Agreement. TA agrees that it shall be responsible for all costs and expenses incurred by Cruise Line in enforcing TA's indemnity obligations hereunder.

C. Arbitration of Disputes and Forum Selection Clause

For Princess and Cunard :This Policy and Agreement shall be governed by and construed in accordance with California law, without giving effect to any principles of conflicts or choice of law provisions. Any claim or dispute arising out of or relating to the TA's activities with regard to any Cruise booking, or connected in any way to the matters addressed by this Policy, shall be resolved in the County of Los Angeles, California, U.S.A., to the exclusion of any other forum or venue in any other nation, state, county, province, or locale, and TA hereby irrevocably consents and submits to personal jurisdiction in Los Angeles, California, U.S.A., for the resolution of any such claims and/or disputes. TA further agrees to arbitrate any and all claims and/or disputes by binding arbitration administered by the American Arbitration Association (www.adr.org) only within the County of Los Angeles, California, U.S.A., according to the Association's Commercial Dispute Resolution Rules and Procedures, which are incorporated herein by reference. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE IN COURT. In the event this arbitration clause is deemed unenforceable or such arbitration cannot be conducted for reasons beyond TA's control, then and only then the claim or dispute shall be litigated only before a court of competent jurisdiction located in Los Angeles County, California, U.S.A., to the exclusion of the courts of any other country, state, province, or locale.

For Holland America Line: This Policy and Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any claim or dispute arising out of or relating to TA's activities with regard to any cruise booking, or connected in any way to the matters addressed by this Policy shall be resolved in King County, Washington to the exclusion of any other forum or venue in any other nation, state, county, province, or locale, and TA hereby irrevocably consents and submits to personal jurisdiction in King County, Washington, U.S.A., for the resolution of any such claims and/or disputes.

D. Class Action Waiver

THIS POLICY AND AGREEMENT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON TA'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, TA AGREES THAT ANY DISPUTE AGAINST EACH INDIVIDUAL CRUISE LINE SHALL BE BROUGHT BY TA INDIVIDUALLY AND NOT ON BEHALF OF ANY OTHERS. TA EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING TA TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS-ACTION BASIS. TA AGREES THAT THIS CLASS-ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SUBSECTION XXII(C) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

E.Right to Amend

TA agrees and understands the Company reserves the right to amend this Policy at its sole discretion, and without notice.

F. Vendor Policy

TA agrees and understands that the Vendor Policy which is applicable to vendors that receive, maintain, process, or otherwise gain access to Passenger Personal Information (as defined in the Vendor Policy) is incorporated herein by reference. TA understands and agrees that TA must comply with all sections of the Vendor Policy.

G. Age Policy

TA agrees to comply with the "Age Policy" in effect at the time of booking. Currently, the Age Policy is as follows: TA agrees that TA is prohibited from booking Passengers under the age of 21 unless accompanied by another Passenger at least 21 years of age or older who shall assume responsibility for their care during the Cruise. TA agrees not to accept bookings from groups comprised of Passengers under age 21 such as student groups or organizations, regardless of the ratio of adult chaperones. Passengers agree and warrant that he/she will supervise any Passenger in his/her care at all times to ensure all policies, along with all other rules of Cruise Lines, are strictly adhered to. The minimum Passenger age is 6 months on Alaska, Canada / New England, Caribbean, Europe, Mexico, Trans-Canal, and Australia / New Zealand cruises and 12 months on all other cruises. If TA sells any shore excursion, land tour or other escorted program, TA is responsible to determine and comply with the age and any other eligibility requirements for the activities sold.

H. Pregnancy Policy

TA agrees not to book a Cruise for any Passenger who will enter her 24th week of pregnancy by the last day of the Cruise, as all such Passengers agree not to book the Cruise or board the vessel. TA understands and agrees Cruise Lines strictly prohibit such persons from boarding and Cruise Line reserves the right to request a letter from any Passenger's physician attesting to her fitness to travel.

I. Cunard Answers and Princess Answers

Cruise Line has compiled the information on this site for use by TAs. However, the contents are subject to change without notice and are without warranty. The information is provided as a courtesy for general reference. TA agrees to contact the applicable Cruise Line with any questions. The terms and conditions in existence at the time of acceptance control and TA assumes full responsibility for reviewing them. This site may contain links to other sites or may frame material from other sites not created by Cruise Line but by or for the respective owners of those sites and is not under Cruise Line's control. Cruise Line has not undertaken to verify the truth or accuracy of any such material and makes no representation or warranty with respect to the links or the contents thereof.

J. Controlling Agreement

To the extent any of the terms and conditions in this Policy are in conflict with the terms of TA's current agreement with Princess, Holland America Line or Cunard, the terms of TA's current agreement will control.

K. Consent, Approval, and Authorization

Any provision of this Policy requiring consent, approval, authorization, or similar ratification by Cruise Line shall only be satisfied upon written confirmation dated and signed by an executive level officer of Cruise Line.

L. Cruise Line's Right of Termination

In addition to any enforcements by, and remedies of, Cruise Line as set forth in this Policy and the underlying TA Agreement. Cruise Line reserves the right to take appropriate legal action and/or to pursue any and all other remedies available in law or in equity including, but not limited to, taking actions against all parties who violate this Policy, and/or any Travel Agency Agreement. TA agrees that Cruise Line shall have the right, but not the obligation, to undertake the following enforcement policy to temporarily suspend or permanently revoke (a) TA's authorization to book or sell cruise accommodations and/or (b) payment of commissions for cruise bookings that are made during the period of an uncured violation.

M. Insurance

Some State or Provincial insurance regulations require the sellers of any travel protection plan that includes an element of insurance to have a travel insurance license in order to sell these products. Check with your State or Provincial insurance authority.

PRINCESS, CUNARD AND HOLLAND AMERICA LINE ACADEMY PROGRAM TERMS AND CONDITIONS

(Effective Date: March 16, 2018)

BY REGISTERING FOR THE PRINCESS, CUNARD OR HOLLAND AMERICA ACADEMY PROGRAMS YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE. THESE TERMS APPLY TO ALL REGISTERED ACADEMY MEMBERS. THE ACADEMY PROGRAM IS LIMITED TO QUALIFYING TRAVEL ADVISORS AND QUALIFYING TRAVEL AGENCIES (SEE BELOW FOR DEFINITIONS) WHO: I) FOR PRINCESS AND CUNARD ACADEMY - RESIDE IN THE UNITED STATES, PUERTO RICO, CANADA OR MEXICO ONLY; II) FOR HOLLAND AMERICA LINE ACADEMY – RESIDE IN THE UNITED STATES OR CANADA only.

Program Definitions

"Academy Program" or "Program" shall mean the program pursuant to which Company shall make available to Qualifying Travel Advisors the opportunity to achieve a certain Level by performing and reporting Qualifying Activities and the opportunity to accept certain Offers or Rewards associated with each Level.

"Academy Level List" shall mean a list of the currently available Levels which Qualifying Travel Advisors may achieve.

"<u>Academy Level System</u>" shall mean the system adopted by Company for assigning Levels to the Qualifying Activities performed by Qualifying Travel Advisors.

"Company" shall mean Princess Cruise Lines, Ltd., ("Princess"), Carnival plc, trading as Cunard Line ("Cunard") and Holland America Line N.V. ("Holland") in its capacity as general partner of Cruiseport Curacao C.V. as applicable. Princess, Holland and Cunard, are distinct and separate corporate entities. Each individual Company shall be solely responsible for its actions or inactions hereunder. It

is a condition of access and use of the www.onesourcecruises.com site that, and you expressly agree that, no Company herein is responsible for any matter hereunder relating to another Company and that you shall look solely to the applicable Company with regard to the same. Princess Academy is used to refer to the Princess Academy Program. Cunard Academy is used to refer to the Cunard Academy Program. Holland America Line Academy is used to refer to the Holland America Line Academy Program. For the sake of brevity the term OneSource Academy is used to refer to them collectively.

"Course" shall mean an educational course sponsored by Company, a certain number of which must be taken by a Qualifying Travel Advisor in a particular calendar year in order for the Qualifying Travel Advisor to attain a Level and eligibility for Offers, Rewards and/or any other benefit offered by Company in connection with the Program (except as specified herein).

"Level" shall mean the rank that a Qualifying Travel Advisor may achieve by performing and reporting Qualifying Activities in accordance with the these Program Terms and Conditions.

"Level Account" shall mean the account for each Participant on the www.onesourcecruises.com or Holland America Line Academy website Dashboard Account that provides an accounting of each Participant's Level achieved.

"Offer" shall mean promotional opportunities for Qualifying Travel Advisors made available as part of the Program from time to time by Company in its sole discretion.

"Owner" the person whose user profile has an "advisor type" flag of "Owner" for the Qualifying Travel Agency on www.onesourcecruises.com or Holland America Line Academy Program website, accessed via www.GoHAL.com.

"Qualifying Travel Agency" shall mean a Travel Agency that has registered on www.onesourcecruises.com or at the Holland America Line Academy Program website via www.GoHAL.com and is operating as a travel agency selling Company's cruises and travel packages as of the time of registration and Offer or Reward acceptance.

"Reward" shall mean any Level designated by Company that appears on the Academy Level List and that the Qualifying Travel Advisor achieves by completing Qualifying Activities and any of the Offers or Rewards associated with the Level.

"Refresher Course" shall mean an educational course sponsored by Princess or Cunard only, a certain number of which must be taken by a Qualifying Travel Advisor in a particular calendar year in order for the Qualifying Travel Advisor to retain his/her Level and eligibility for Offers, Rewards and/or any other benefit offered by Company in connection with the Program (except as specified herein) and to be considered as having "Active Status."

"Qualifying Activities", or "Courses" shall mean those activities identified by Company that Participants may perform to achieve Levels, including, but not limited to, educational courses designated by Company.

"Qualifying Travel Advisor", "You", or "Participant" shall mean a person employed as a travel advisor of a Qualifying Travel Agency who meets the eligibility requirements set forth in the these Program Terms and Conditions at the time of registration and acceptance of any Offer or Reward. For purposes of these Program Terms and Conditions, a "Qualifying Travel Agency" may be referred to herein as a "Qualifying Travel Advisor," unless otherwise stated.

"Producing" shall mean a Qualifying Travel Agency that has the required number of active deposited bookings opened within the last three hundred and sixty five (365) days. For Princess Cruises and Holland the required number of bookings shall be four (4), for Cunard Line the required number of bookings shall be one (1)

Program Terms

1. Eligibility

Any Qualifying Travel Advisor and a Qualifying Travel Agency shall be eligible to participate in the Program by registering as outlined herein. A Qualifying Travel Advisor will be registered in the Program by: (i) registering online in the Academy section of www.onesourcecruises.com and/or gohal.com; and (ii) agreeing to these Program Terms and Conditions. When a Qualifying Travel Agency registers, the Owner must enroll in the Academy by adding his/her member number to his/her www.onesourcecruises.com account. Qualifying Travel Advisors are responsible for keeping their registration information, including, but not limited to, member number, accurate, complete and current in order to maintain their status as Qualifying Travel Advisors.

No Level Account, Reward, Offer or other benefit may be transferred between member numbers. If a Qualifying Travel Agency is disqualified from the Program, all Qualifying Travel Advisors associated with the Qualifying Travel Agency will also be immediately disqualified. A Qualifying Travel Agency may deactivate a Qualifying Travel Advisor's Level Account, in which case the Qualifying Travel Advisor shall be disqualified from the Program. To the extent that a travel agency is no longer a Qualifying Travel Agency, the Owner will be immediately disqualified from participation in the Program and shall have no right to achieve any Level or receive any Offer or Reward or other benefit of Program participation.

To the extent that any Participant is no longer a Qualifying Travel Advisor, he/she will be immediately disqualified from participation in the Program and shall have no right to achieve any Level or accept any Offer or Reward or other benefit of Program participation, except that a Qualifying Travel Agency may transfer his/her membership number by requesting that www.onesourcecruises.com move his/her membership number to an alternate Level Account for a Qualifying Travel Agency. The Company has sole discretion on whether to accept the request. All decisions are final.

2. Participating in the Program and all of the associated Levels, Offers, Rewards or any other benefits offered by Company as part of this Program are offered at the discretion of the Company. Company reserves the right to revise or withdraw the Terms and Conditions, Academy Level List, Academy Level System, Offers, Rewards or any other benefit or aspect of the Program, in whole or in part, at any time, with or without notice, even though such changes may affect the value of the Level, Offer, Reward or benefit(s) already accumulated. Qualifying Travel Advisors and Qualifying Travel Agencies are responsible for periodically reviewing these Program Terms and Conditions in

order to understand his/her/its rights and responsibilities under the Program. A Qualifying Travel Advisor's or Qualifying Travel Agency's continued use of the Program, following the posting of conspicuous notice of any modification, will indicate his/her/its acceptance of any modification to these Program Terms and Conditions. Company may terminate this Program at any time without any obligation and liability to any Qualifying Travel Advisor or Qualifying Travel Agency. A Qualifying Travel Advisor or Qualifying Travel Agency should not rely upon the continued availability of the Program or any Level, Offer, Reward or other benefit accumulated in connection therewith. Qualifying Travel Advisors or Qualifying Travel Agencies may contact Company with any questions he/she/it may have about the Program Terms and Conditions or the Program generally.

3. Academy Level System.

Qualifying Travel Advisors may achieve a Level by performing the required number of Qualifying Activities or by other means as Company may permit in its sole discretion. Each Level and number of Qualifying Activities in order to achieve each Level are currently as follows (but may be amended from time to time in Company's sole discretion):

PRINCESS QUALIFYING ACTIVITIES PER LEVEL

LEVEL	REQUIRED	ELECTIVE	IFIN A I	TOTAL COURSES
First Officer	4	1	0	5
Staff Captain	2	4	0	11
Captain	3	4	0	18
Commodore	3	3	1	25

CUNARD QUALIFYING ACTIVITIES PER LEVEL

LEVEL	REQUIRED	ELECTIVE	IFIN A I	TOTAL COURSES
First Officer	4	1	0	5
Staff Captain	2	4	0	11
Captain	3	4	0	18
Commodore	3	3	1	25

HOLLAND QUALIFYING ACTIVITIES PER LEVEL

LEVEL	CORE	SPECIALIST	TOTAL COURSES
Silver	4	0	4
Gold	0	2	6
Platinum	0	3	9

4. Certifying Qualifying Activities.

In order to achieve a Level for either Princess, Cunard or Holland, Qualifying Travel Advisor must perform Qualifying Activities on http://www.onesourcecruises.com/ or gohal.com, or by other means as Company may permit in its sole discretion, which includes, but is not limited to, taking educational courses designated by Company. To pass a course, a Qualifying Travel Advisor must obtain a score of 70 percent or better. In the event that a Qualifying Travel Advisor does not pass a course, he/she

may re-take the failed course until passed at 70 percent or better. A Qualifying Travel Advisor can find a list of Qualifying Activities by checking the curriculum link on his/her Academy Dashboard. Qualifying Activities may not be transferred between Princess, Holland or Cunard.

5. Academy Level List, Offers and Rewards for Qualifying Travel Advisors.

A Qualifying Travel Advisor is eligible to receive Offers and Rewards once they have achieved the corresponding Level if they work for a Producing Qualified Travel Agency at the time of Offer or Reward acceptance. However, Company, at its sole discretion, may provide any Offer or Reward to a Qualifying Travel Advisor who does not work for a Producing Qualified Travel Agency at the time of Offer or Reward acceptance. Providing an Offer or Reward to a Qualified Travel Advisor who does not work for a Qualified Travel Agency at the time of Offer or Reward acceptance does not entitle a Qualified Travel Advisor to any other Offer or Reward nor does it create any other obligation for Company whatsoever.

Qualifying Travel Advisors shall refer to each Academy's Offers and Rewards page for details about current Offers and Rewards. For details about Princess and Cunard's Graduation Cruise Course Offers please see 6. below.

6. The "Graduation Cruise Course" Offer for Princess and the "Graduation Voyage Course" Offer for Cunard collectively called the "Graduation Cruise Course" Offer. The Graduation Cruise Course Offer allows Qualifying Travel Advisors who have achieved the level of Commodore to study Company's cruises up close and in person and take part in an intensive educational project. Upon reaching the Commodore Level, a Qualifying Travel Advisor is eligible to book, for him/herself and one (1) guest, the next available Graduation Cruise Course Cruise, which is to be announced from time to time at Company's sole discretion. The number of cruises offered at any one time is at Company's sole discretion and is subject to limited availability. IT IS RECOMMENDED THAT A QUALIFYING TRAVEL ADVISOR LOOK FOR THE ANNOUNCEMENTS FOR GRADUATION CRUISE COURSE AVAILABILITY AND RESPOND IMMEDIATELY IN ORDER TO GET THE BEST CHANCE OF SECURING PASSAGE ON A CRUISE. THIS OFFER DOES NOT GUARANTEE PASSAGE ON A CRUISE.

Qualifying Travel Advisors who achieve Commodore level and maintain active status in the Academy (see Section 7 below for details on active and inactive status) are eligible for a maximum of one Graduation Cruise Course on that cruise line (i.e., if a Qualifying Travel Advisor achieves Commodore Status in both Princess Academy and Cunard Academy he/she is eligible for a maximum of one Graduation Cruise Course for Princess Cruise Lines and one Graduation Cruise Course for Cunard Line). The eligible Qualifying Travel Advisor is responsible for paying the applicable Taxes, Fees & Port Expenses (as defined in the applicable Passage or Cruise Contract) at time of booking in order to complete the reservation and Prepaid Gratuities (as defined in the applicable Passage or Cruise Contract) at time of booking in order to complete the reservation.

It is required that the Commodore embark on the cruise in order for it to qualify as the Graduation Cruise Course. If the Commodore's guest should embark without the Commodore who booked the Graduation Cruise Course, then that booking no longer qualifies as a Graduation Cruise Course and the guest will be charged the full FIT single occupancy rate for the cabin which will be due and payable to Cruise Line upon embarkation.

A Graduation Cruise Course will require the Qualifying Travel Advisor to take part in the following educational events: (1) meet with the Future Cruise Consultant and Circle Host/ess (for Princess Cruises) or the Cruise Sales Specialist (for Cunard Line) during the cruise; (2) complete the questionnaire regarding onboard activities; and (3) participate in the free staff-guided Ship Tour

during the voyage (if available). The Graduation Cruise Courses will be for a length of time as determined by Company in its sole discretion. Cabins on Graduation Cruise Courses are double occupancy, available on a first-to-book basis and subject to limited availability. All Graduation Cruise Courses are subject to the terms and conditions of the Company Passage Contract or Cruise Contract, as applicable. Qualifying Travel Agencies are not eligible for a Graduation Cruise Course. Qualifying Travel Advisor and his/her quest must travel on same itinerary and occupy the same cabin on the same Graduation Cruise Course Cruise. The Graduation Cruise Courses must be booked by a Qualified Travel Advisor with active status. TRAVEL TO AND FROM EMBARKING OR DISEMBARKING PORTS IS NOT PROVIDED BY COMPANY AND IS THE SOLE RESPONSIBILITY OF ELIGIBLE PARTICIPANT. All ground transportation, shore excursions fees, discretionary hotel and dining charges, meals in alternate dining venues, alcoholic beverages, boutique purchases, and any other incidental costs or other expenses not specifically set forth herein are the sole responsibility of Qualifying Travel Advisor. The itinerary and/or date(s) offered for a Graduation Cruise are at the sole discretion of the Company. All Graduation Cruise Course Cruises must be taken during the time period specified; no alternative cruise dates are available other than as specifically set forth by Company and/or as ticketed. All Graduation Cruise Course Offers are subject to availability and restrictions. Qualifying Travel Advisor and Cruise guest may be required to (or cruise guest's parent or legal guardian if cruise guest is an eligible minor in his/her state/province of residence) sign and return a release as requested by Company. Qualifying Travel Advisor and cruise quest must have all necessary identification and/or cruise documents (including but not limited to a valid passport or other documents) required to travel. Graduation Cruise Course is non-transferable, cannot be substituted nor redeemed for cash. The Company has the right to cancel a Graduation Cruise Course at its sole discretion. All applicable federal, state, provincial and local taxes (if any) on the Graduation Cruise Course are the sole responsibility of Qualifying Travel Advisor or Qualifying Travel Agency. If a Qualifying Travel Advisor cancels his/her Graduation Cruise Course thirty (30) days or less from the date of departure, he/she agrees to be subject to the Program's then in-effect Cancellation Policy, which includes loss of cruise benefit. If a Qualifying Travel Advisor purchases paid upgrades or other add-ons (including air, transfers, or hotel packages), they are subject to applicable cancellation fees or expenses as in effect at the time of cancellation. See Commodore Rewards & Offers page for Company for current cancellation fee schedule.

7. Refresher Courses (Princess and Cunard only). In order for a Qualifying Travel Advisor to maintain "active status" and be eligible for Offers or Rewards for Princess Cruises and Cunard Line a Qualifying Travel Advisor must comply with all requirements of the Program, as set forth herein, including but not limited to taking the "Refresher Courses" or achieving the next Level. The Refresher Course requirement does not apply to the calendar year in which a Qualifying Travel Advisor initially earned a Level. The requirement of taking the Annual Refresher Courses or achieving the next Level does not apply to Qualifying Travel Agencies. In order for a Qualifying Travel Advisor to maintain a Level during any calendar year, the Qualifying Travel Advisor is required to complete a certain number of refresher courses within the time period designated for each course ("Refresher Course") during the applicable calendar year or achieving the next Level. Refresher Courses will not count towards advancing to the next Level. If a Qualifying Travel Advisor fails to take the required number of Refresher Courses in any particular calendar year or achieve the next Level, he/she shall be deemed "inactive" in the Program.

To pass a Refresher Course, a Qualifying Travel Advisor must obtain a score of 70 percent or better as determined by the Company in its sole discretion. In the event that a Qualifying Travel Advisor does not pass a Refresher Course, he/she may re-take the failed Refresher Course until passed at the score of 70 percent or better.

8. <u>Viewing Your Dashboard Account.</u> Qualifying Travel Advisors are responsible for ensuring that the Level and Qualifying Activities completed are properly reflected in their Dashboard Accounts. A

Qualifying Travel Advisor may contact Company if his/her Dashboard Account does not accurately reflect the correct Account status. Any claim for a Level not credited accurately must be received by Company within six (6) months of the date of claimed accrual date of such Level. Company shall have no liability for any printing, production, typographical, mechanical or other errors in the Dashboard Account distributed by Company at www.GoHAL.com or www.onesourcecruises.com, for any delay or failure to credit a Level to your account or for any failure to provide the Dashboard Account as outlined herein. Company reserves the right to invalidate a Level or an Offer or Reward or any other benefit from an account if it determines that such were improperly credited to such account or obtained fraudulently. Company reserves the right to require proof of accrual of Level, and Company reserves the right to delay the processing of any Offer or Reward or any other benefit without notice to Qualifying Travel Advisor or Qualifying Travel Agency, in order to assure compliance with the Terms and Conditions outlined herein. Qualifying Travel Advisors are responsible for maintaining the confidentiality of their accounts and passwords and for restricting access to their s computers. Qualifying Travel Advisors agree to accept responsibility for all activities that occur under their accounts or passwords. Without limiting any other remedies, Company may suspend or terminate a Qualifying Travel Advisor's or Qualifying Travel Agency's account if Company suspects that he/she/it has engaged in fraudulent activity in connection with this Program. Participation in the Program is subject to the Terms and Conditions, as well as policies and procedures that Company may adopt or modify from time to time. Any failure to abide by the Terms and Conditions or any policies or procedures implemented by Company, any conduct detrimental to Company, or any misrepresentation or fraudulent activities in connection with this Program, including, but not limited to, registering fraudulent travel agencies for the purpose of securing benefits hereunder, may result, in addition to any rights or remedies available to Company in law or equity, in the immediate termination of membership in the Program, as well as forfeiture of Level, Offers and Rewards or other benefits accrued to date and any other benefits earned in connection therewith, in Company's sole discretion.

9. <u>Release.</u> By participating in the Program, You hereby agree to release and hold harmless Princess, Cunard and Holland America Line, and their respective affiliates, directors, officers, employees, agents and other representatives from any and all claims for damage, injury, death, loss or other liability that may arise out of or in connection with participation in the Program, Your acceptance or use of any Offer or Reward, or any other benefit, or any error, defect, failed performance or other malfunction of, or misuse of, any Level, Offer or Reward.

You and Your guest (if participating in the Graduation Course Cruise), hereby agree that your names and likenesses may be used for the advertising, marketing and promotion of Company in any and all media now known or hereinafter developed without territorial or time limitations and without any compensation.

- 10. <u>Program Administration.</u> Company shall have full power and authority to interpret the Program Terms and Conditions and make all Program decisions. All participants shall be bound by all such determinations of Company.
- 11. <u>Limitation on Liability.</u> COMPANY, WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY COMPANY IN CONNECTION WITH THE PROGRAM (INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS PROGRAM), OR (C) THE PERFORMANCE OR NON- PERFORMANCE BY COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. This disclaimer of liability applies to any damages or injury caused by

any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

- 12. <u>Disclaimer of Warranties.</u> COMPANY MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" BASIS. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS PROGRAM WILL BE ERRORFREE. COMPANY FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU
- 13. <u>Taxes.</u> Qualifying Travel Advisors and/or the Qualifying Travel Agencies agree to be solely responsible for any and all tax obligations which may arise as a result of their participation in this Program. Please check with your tax advisor to see if there are any tax implications to you with regard to this Program. Company shall have no liability whatsoever for any tax obligations, which may result from a Qualifying Travel Advisor or a Qualifying Travel Agency's participation in the Academy Program.
- 14. <u>Acts Beyond Company Control.</u> The failure of Company to comply with the Program Terms and Conditions because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Company ("Force Majeure") shall not be deemed a breach o. In the event of Force Majeure, Company shall have the right to terminate this Program, including any Offer, Reward, Graduation Cruise Course(s) or other benefit, by giving notice with no further liability to any Qualifying Travel Advisor or Qualifying Travel Agency.
- 15. <u>Dispute Resolution</u>. This Program shall be governed by and construed in accordance with California law, without giving effect to any principles of conflicts or choice-of-law provisions. Any action at law or in equity arising out of or relating to use of these Program Terms and Conditions or participation in this Academy Program shall be pursued only in Santa Clarita, California. You hereby consent and submit to the personal jurisdiction in such venue. You further agree to arbitrate any and all disputes by binding arbitration administered by the American Arbitration Association (www.adr.org). EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU FURTHER AGREE THAT ANY DISPUTE AGAINST EACH INDIVIDUAL CRUISE LINE SHALL BE BROUGHT BY YOU INDIVIDUALLY AND NOT ON BEHALF OF ANY OTHERS.
- 16. <u>No Waiver.</u> If Company fails to act with respect to a breach committed by You or another Participant, Company is not waiving its right to act with respect to future or similar breaches.
- 17. <u>Captions.</u> The headings in these Terms are for your convenience and reference. These headings do not limit or affect the Program's Terms.
- 18. <u>Complete Agreement.</u> These Terms, together with the terms and conditions of www.onesourcecruises.com, make up the entire agreement between us relating to the Program, and

replace any prior or contemporaneous understandings or agreements (whether oral or written) regarding the Program. If a court finds any of these Terms and Conditions to be unenforceable or invalid, that Term and Condition will be deemed stricken and the other Terms and Conditions will remain valid and enforceable. If there is any conflict between these Terms and Conditions and the terms and conditions of www.onesourcecruises.com, these Terms and Conditions shall govern. The Program is void where prohibited.

PRINCESS CRUISES TRAVEL ADVISOR RATE BOOKING TOOL

TRAVEL ADVISOR REDUCED RATES PROGRAM ("Program") TERMS AND CONDITIONS

THE PROGRAM IS LIMITED TO QUALIFIED TRAVEL AGENCIES AND QUALIFIED TRAVEL ADVISORS (AS DEFINED BELOW) WORLDWIDE, BUT EXCLUDING RESIDENTS OF QUEBEC.

Definitions:

"Company" shall mean Princess Cruise Lines, Ltd. ("Princess").

<u>"Deposited Booking"</u> shall mean an agency booking where the deposit payment has been received by Princess. Refer to the Passage Contract at www.princess.com for all payment and cancellation terms that govern deposit payments.

"Qualifying Booking" shall mean a deposited or paid in full booking as defined herein

"Qualifying Travel Agency" or "Agency" shall mean those travel agencies that have registered on www.onesourcecruises.com and are operating as a travel agency selling Company's cruises and travel packages as of the time of registration and booking of a Travel Advisor Reduced Rate ("TARR").

"Qualifying Travel Advisor" or "Advisor" shall mean a person employed as a travel advisor of a Qualifying Travel Agency who meets the eligibility requirements set forth in these T Program Terms and Conditions at the time of registration and booking of any travel at a TARR. Advisor must be in good standing with a Qualified Travel Agency at the time all documents are submitted for booking a TARR sailing and must be a travel advisor with the Agency at the time the trip is taken. For purposes of these Terms and Conditions, a "Qualifying Travel Agency" may be referred to herein as a "Qualifying Travel Advisor," unless otherwise stated.

Program Eligibility. A Qualifying Travel Advisor and a Qualifying Travel Agency shall be eligible to participate in the Program by registering as outlined herein. At least one (1) passenger on a TARR booking must be a Qualified Travel Advisor, with no exceptions. Passengers on a TARR booking under the age of 21 years must be accompanied by a passenger 21 years or older who shall assume responsibility for their care during the cruise. To register, all Advisors must go to www.onesourcecruises.com and register the Agency by submitting the required information. By making and confirming a booking at a Travel Advisor Reduced Rate, the Agency and Advisor agree to abide by these Program Terms and Conditions, Company's Booking Terms and Conditions available at www.princess.com, and Company's Passage Contract and Privacy Terms available at www.princess.com, as applicable. Except as otherwise expressly provided herein, in the event of any conflict between the applicable Program Terms and the Passage Contract terms, the terms of the Passage Contract shall control. Eligibility For Reduced Rates: Any Qualifying Travel Advisor meeting eligibility requirements may book Travel Advisor Reduced Rates to sail on select Princess Cruises voyages only, subject to availability. In order for an advisor to qualify for TARR sailings, its Agency must have at least FOUR (4) Qualifying Bookings booked through the Agency in the twelve

(12) months prior to when the TARR rate is booked. The Agency will earn one (1) TARR booking for every FOUR (4) Qualifying Bookings. A Qualifying Booking is a deposited or paid in full booking. TARR bookings do not qualify as a Qualifying Booking for eligibility purposes. An Agency may have a maximum of fifty (50) TARR bookings confirmed at a time.

Booking Procedures: Advisors residing in either the United States, Canada (excluding Quebec), Mexico or Puerto Rico may book a TARR sailing by booking online at www.onesourcecruises.com. Payment for a TARR booking is due in full via credit card at the time of booking. Advisors residing outside the United States, Canada (excluding Quebec), Mexico or Puerto Rico must contact the Princess International Reservations Desk. Upon confirmation of booking, Advisor will receive the pre-cruise information packet which includes a Passenger Information Form that must be completed and submitted at cruise check-in. At any point in time during the cruise, Company reserves the right to require Advisor to provide documentation supporting that Advisor is a Qualified Travel Advisor and is eligible for travel on the TARR booking, in Company's sole discretion. Supporting documentation includes, but is limited, to: 1) a current and verifiable IATAN card, 2) a current and verifiable CLIA membership card, or 3) a current and verifiable NACOA list, along with a picture I.D. If Advisor fails to provide the required identification and information, the booking may be re-booked at then applicable rate on the date of re-booking. In the event a TARR booking is re-booked at the then applicable rate, Advisor may be required to pay any difference in fare between the TARR booking and the new booking immediately. Any Advisor or Agency booking a cruise under this Program represents that he or she is an adult over the age of 21 and authorized by all other persons for whom a booking is made to accept and agree on their behalves to all the terms and conditions set forth in the Passage Contract.

General Conditions: TARR booking confirmations will be sent to the Agency's fax or email address provided at registration. All cabin assignments are final; cabin change requests are not allowed. Bookings are non-transferable. Approval and confirmation of a TARR booking does not guarantee travel. Company reserves the right to cancel any booked cruise with or without advance notice if Advisor, or guests, fail to abide by these Terms and Conditions, including eligibility requirements, or if assigned space is required for a commercial customer or due to cancellation of a sailing. Notwithstanding any other provision in any other contract or applicable terms to the contrary, any fraud or violation of these Program Terms by Advisor or Agency, or cancellation of Agency gives Company the right to cancel, with no liability to Advisor or Agency, including no obligation to provide a refund, payment or other compensation, all TARR bookings held by the Agency (and any Advisor employed therewith) as well as all TARR privileges for the Agency and Advisor, Please refer to the Passage Contract for additional terms found at www.princess.com.

Ground transportation, gratuities and all other expenses not specified herein, including, but not limited to, shore excursion fees, taxes, Fees & Port Expenses, discretionary charges, meals in alternate dining venues, alcoholic beverages, boutique purchases, photographs, travel insurance, taxes, fees and port expenses and any medical expenses incurred while on the ship are the sole responsibility of Advisor. Cruise Plus Hotel packages and Shore Excursions can be purchased at the standard passenger rate. Advisor is solely responsible for obtaining all necessary travel documents, as well as for obtaining travel insurance if desired. Transfers may be available for purchase at the standard rate. Advisors are offered Princess Vacation Protection or Travel Care at the standard applicable premium, all standard coverages and restrictions apply. Advisors will not be paid a commission for any TARR bookings. Advisors and their guests must pay any onboard bill in full upon disembarkation of their voyage.

Participation in the Program and all of the associated Travel Advisor Reduced Rates or any other benefits offered by Company as part of this Program are offered at the discretion of the Company. Company reserves the right to modify, terminate, or withdraw the Terms and Conditions, rates, or any other benefit or aspect of the Program, in whole or in part, at any time, with or without notice.

Company shall have full power and authority to interpret the Program Terms and Conditions and make all Program decisions. All participants shall be bound by all such determinations of Company.

By participating in this Program, Agency hereby agrees that it shall be jointly and severally liable for any violation of these Terms and Conditions by any Advisor employed by it. By participating in this Program, Agency and Advisor hereby agree to be jointly and severally responsible to reimburse Company immediately upon demand for any and all costs, expenses, liabilities of any kind incurred by Company for the breach of these Terms and Conditions by Agency and/or Advisor.

<u>Release.</u> By participating in the Program, Agency and Advisor hereby agree to release and hold harmless Company and its parents, subsidiaries, affiliates and the directors, officers, employees, agents and other representatives of each of them from any and all claims for damage, injury, death, loss or other liability that may arise out of or in connection with the Agency or Advisor's participation in the Program and travel through TARR booking.

Limitation on Liability. COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY COMPANY IN CONNECTION WITH THE PROGRAM (INCLUDING WITHOUT LIMITATION THE INABILITY TO BOOK TARR THROUGH THIS PROGRAM), OR (C) THE PERFORMANCE OR NON- PERFORMANCE BY COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

Disclaimer of Warranties. COMPANY MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" BASIS. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS PROGRAM WILL BE ERROR-FREE. COMPANY FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

<u>Taxes.</u> Qualifying Travel Advisor and Qualifying Travel Agency are encouraged to check with tax advisors to see if there are any tax implications for them with regard to this Program. If there are any taxes, the Qualifying Travel Advisor or Qualifying Travel Agency agrees to be solely responsible for same.

Acts Beyond Company Control. The failure of Company to comply with the Terms and Conditions because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of this Agreement. In the event of any event of force majeure, Company

shall have the right to terminate this Agreement by giving notice, with no further liability, to any Qualifying Travel Advisor (and no refund, payments or other compensation will be made in conjunction therewith).

Dispute Resolution.

Except as to claims governed by the Passage Contract, any claim or dispute whatsoever arising out of or in connection with these Program Terms or Agency or Advisor's participation in the Program. whether based on contract, tort, statutory, constitutional or other legal rights, including, without limitation, alleged violations of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 30 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 (the Convention) and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., (FAA) in Santa Clarita and within the County of Los Angeles, California, U.S.A. to the exclusion of any other forum. The parties hereto agree the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. The parties hereto consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding in Santa Clarita, California. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and the fee schedule in effect at the time of initiating the proceeding with NAM, which are deemed to be incorporated herein by reference. NAM can be contacted at (800) 358-2550, attention Claims Department, 990 Stewart Street, First Floor, Garden City, N.Y 11530, to respond to any questions regarding the arbitration process or to obtain a current copy of the Comprehensive Dispute Resolution Rules and Procedures and/or fee schedule.

NO PARTY TO THIS AGREEMENT WILL HAVE THE RIGHT TO A JURY TRIAL NOR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, NOR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT THE CONTRACTING PARTIES WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. The parties further agree to permit the Company to take a deposition under oath of the person or entity asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

Any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond the parties control shall be litigated before a court of competent jurisdiction located in either Santa Clarita or Chatsworth and within the County of Los Angeles, California, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. The parties to this Program all consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

Class Action Waiver

THIS PROGRAM PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON EACH PARTY'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, AGENCY AND ADVISOR AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST COMPANY WHATSOEVER SHALL BE LITIGATED BY THEM INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND THEY EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A

CLASS ACTION. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS.

Applicable Law

Except as to claims governed by the terms of the Passage Contract or federal maritime law, the interpretation, applicability, and enforcement of these Program terms shall be governed exclusively by the laws of the State of California, without giving effect to any choice of law or conflict of law principles thereof.

No Waiver. If Company fails to act with respect to Advisor's or Agency's breach or anyone else's breach on any occasion, Company is not waiving its right to act with respect to future or similar breaches.

Captions. The headings in these Terms are for convenience and reference. These headings do not limit or affect these Terms.

Complete Agreement. These Terms make up the entire agreement between the parties relating to the Program, and replace any prior or contemporaneous understandings or agreements (whether oral or written) regarding the Program. If a court finds any of these Terms and Conditions to be unenforceable or invalid, that Term and Condition will be enforced to the fullest extent permitted by applicable law and the other Terms and Conditions will remain valid and enforceable. The Program is void where prohibited.

IMPORTANT

After initial acceptance of these Terms and Conditions, you will not be requested to accept these Terms and Conditions each time you access an Internet Reservations System, unless Cruise Line has made changes to them. However, by initially accepting these Terms and Conditions, you are agreeing that they will apply to you each time you access an Internet Reservations System.