
PASSAGE CONTRACT



IMPORTANT NOTICE TO PASSENGERS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND CARRIER, AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU, TO THE FULL EXTENT PERMITTED BY LAW, PARTICULARLY SECTION 13 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES AND SECTIONS 14 THROUGH 16 LIMITING CARRIER'S LIABILITY, YOUR RIGHT TO SUE OR ARBITRATE, AND WAIVER OF JURY TRIAL.

1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

Upon booking the Cruise, each Passenger explicitly agrees to the terms of this Passage Contract. Upon receipt of the Cruise Fare, Carrier accepts the Passenger(s) named on the passage ticket for the Cruise subject to the terms of this Passage Contract.

Passenger acknowledges and agrees that, except as otherwise expressly provided herein, the interpretation, applicability, and enforcement of this Passage Contract shall be governed exclusively by the general federal maritime law of the United States, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

This Passage Contract constitutes the entire understanding and agreement between You and Princess Cruise Lines, Ltd., the operator of all Princess Cruises brand ships ("Carrier"), and supersedes any prior oral, implied, written or other representations or agreements between You and Carrier. This Passage Contract governs the relationship between You and Carrier, whether the Cruise is purchased by You or on Your behalf, and can only be modified by a writing signed by Carrier. You may not sell, assign or transfer the passage ticket, which shall include eTickets, and no person other than that named in the passage ticket may use the passage ticket. Any portion or provision of this Passage Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as noted in Section 16(B)(ii) below, shall be severed from this Contract without affecting in any way the remaining provisions of the Passage Contract which shall remain in full force and effect.

For the purposes of the defenses, limitations of liability and rights of the Carrier set forth in this Passage Contract only, "Carrier" also includes the ship named on the passage ticket (or any substituted ship), the ship's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

"Cruise" means the scheduled voyage as published in the passage ticket issued in connection with this Passage Contract, as may be amended pursuant to this Passage Contract, from the port of embarkation to the port of disembarkation, and also includes any air, rail, road or sea transport and any land accommodation components of any land-sea package sold, taken with or included in the price of the Cruise, and any activities, shore excursions, tours, or shoreside facilities related to or offered during the Cruise.

"Cruise Fare" means the amount payable by You to Carrier for Your Cruise. It covers the Cruise, scheduled meals and accommodations while on board, air programs and/or other travel components that Carrier may add to Your Cruise Fare and charge to Your stateroom account and/or credit card. The Cruise Fare does not include beer, wine, spirits, sodas or other bottled beverages, or charges for other incidental items, activities, excursions, transportation or personal services during or in connection with the Cruise; or any Government Fees or Taxes, airline or other carriers' services or baggage fees, for which a separate charge may be imposed. Carrier may collect any fare increase or fuel supplement in effect at the time of sailing, even if the fare has been paid in full.

"You," "Your" and "Passenger" mean the person(s) purchasing or using the passage ticket or Passage Contract and persons in their care, including any minor, and their heirs, relatives and personal representatives. Any Passenger purchasing or booking the Cruise or using this Passage Contract represents that he or she is authorized by all accompanying Passengers to accept and agree to all the terms and conditions set forth herein.

Government Fees and Taxes:

"Government Fees and Taxes" may include any and all fees, charges, tolls and taxes imposed by U.S. and/or foreign governmental or quasigovernmental authorities including but not limited to U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, whether assessed on a per passenger, per berth, per ton or per vessel basis. In the case of per ton or per vessel assessments, those assessments will be spread over the passenger capacity of the ship. Government Fees and Taxes are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

2. PASSENGER'S OBLIGATIONS.

(A) Before You board the ship, You must

(i) Pay Your Cruise Fare.

(ii) Familiarize yourself with the Passage Contract.

(iii) Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which You will travel.

It is the Passenger's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Passengers are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

(iv) Arrive at least two hours before the scheduled or amended sailing time and have with You all required documentation. Attach a completed Princess Cruises luggage tag to each piece of baggage.

(v) Be sure that You and any person in Your care are fit to take the Cruise. (See Section 9).

(B) Upon boarding the ship, You must register a valid credit card or other acceptable payment method at the Passenger Services/Purser's Desk to cover any charges to your stateroom account.

(C) Prior to disembarking the ship, You must pay in full all amounts charged to Your stateroom account.

Carrier shall not be liable for refund, payment, compensation or credit of any kind, nor damages resulting from Your failure to comply with any of the requirements set forth above.

3. NOTICE CONCERNING SAFETY AND SECURITY.

Carrier visits a large number of ports in numerous countries around the world. At any given moment there are likely to be "trouble spots" in the world in terms of war, terrorism, crime, Act of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Passengers while off the ship.

Accordingly, it may be necessary to change, cancel or terminate the scheduled cruise or any activities related to the cruise, including without limitation shore excursions and port visits. Although Carrier endeavors to provide reasonable protection for Your comfort and safety onboard its ships, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Passengers that they must ultimately assume responsibility for their actions while ashore. The United States Department of State and other similar government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to such agency's perception of risks to travelers. Carrier strongly recommends that Passengers and their travel agents obtain and consider such information when making travel decisions.

4. RIGHT TO REFUSE PASSAGE; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.

Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any Doctor, You or any minor or other person in Your care during the Cruise are unfit for any reason for the Cruise, or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason. Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. If You are required to remain on board the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You or those accompanying You. Passengers who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel, and understand and agree Carrier strictly prohibits such persons from boarding. If Carrier refuses to allow You on board in advance of the Cruise for any of the reasons referred to in this Section, a refund of the Cruise Fare, if any, will be made based on the timing of such refusal in accordance with Section 6 and Carrier will have no further liability. If You become unfit to travel for any reason during the Cruise and/or disembark early, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

5. ELIGIBILITY REQUIREMENTS; DRINKING; TOBACCO; GAMING; ALCOHOLIC BEVERAGES.

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, including transatlantic and transpacific itineraries. Passengers 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. Each Passenger agrees and warrants that he/she will supervise any Passenger in his/her care at all times to ensure all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Passengers under their supervision.

No alcohol may be purchased or consumed by any Passengers under the age of 21. No Passenger under the age of 21 shall be permitted to engage in any gaming activities on board the ship. No Passenger under the age of 18 shall be permitted to purchase cigarettes or tobacco products. Passengers agree not to bring alcoholic beverages of any kind (except wine and champagne) on board for consumption. You must surrender alcoholic beverages that are purchased duty free from the ship's gift shop, or at ports of call, to Carrier, which will be delivered to Your stateroom on the last day of the voyage. A corkage fee of \$15.00 U.S.D. per bottle (which is subject to change without notice) will be applied to wine and champagne brought aboard by You and consumed in the ship's restaurants.

You further agree to abide by all age, gender or other eligibility requirements applicable to any other activities, services or facilities available during the Cruise, including but not limited to those associated with use of any spa facilities, and to ensure that You supervise the use of any such facilities by any minor in your care. There may be age restrictions applicable to activities on the ship and ashore, which are established for the safety and well-being of all participants. Carrier and all independent contractors, as the case may be, reserve the right to revise eligibility requirements for activities during the cruise or ashore for safety or other lawful reasons from time to time, and with which each Passenger agrees to comply.

6. CANCELLATION BY YOU, REFUND AND YOUR TRAVEL AGENT.

You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this Section. Any refunds will be made directly to Your credit card account or Your travel agent and You must receive Your refund directly from these sources. You may cancel by telephone or electronic advice via a Carrier-approved Computer Reservation System, provided Carrier immediately receives written confirmation of cancellation. In such case cancellation shall be deemed effective as of the close of business Pacific Standard Time on the date You communicated such cancellation. The following cancellation policy applies with respect to Your Cruise Fare, Cruisetour Fare, air add-ons, Shoreside Excursions, and Pre-Cruise and Post-Cruise Package charges ("Total Charges"):

Cruises 5 days or less	Nonholiday 6-29 days	Holiday up to 29 days	30-day + sailings including World Cruise & segments	Cancellation Fee
60 days or more	75 days or more	90 days or more	120 days or more	None
59-43 Days	74-57 Days	89-64 Days	119-90 Days	Deposit Amounts
42-29 Days	56-29 Days	63-43 Days	89-64 Days	50% of Total Charges
28-15 Days	28-15 Days	42-22 Days	63-43 Days	75% of Total Charges
within 14 Days	within 14 Days	within 21 Days	within 42 Days	100% of Total Charges

CANCELLATION POLICY EXCEPTION. If you have purchased a specially priced promotion that is 100% non-refundable from the point of payment, you are not entitled to any refund, payment, compensation or credit whatsoever of your cruise or cruisetour fare if you cancel your booking.

If You have purchased Princess Vacation Protection or Princess Platinum Vacation Protection You must notify Carrier and the Insurer of any cancellation as soon as possible and in accordance with all applicable requirements. Refunds or credits available under the Princess Vacation Protection program are subject to the terms of said program. If You purchased Your air tickets through Carrier, all airline tickets are the property of Carrier and must be returned to and are refundable only to Carrier.

Your travel agent acts for You in making the arrangements for Your Cruise and any related travel, lodging and shore excursions and tours. Carrier is not responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other monies to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You. You acknowledge that Your travel agent acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. Further, receipt by Your travel agent of this Passage Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You. You agree Carrier is not responsible for the financial condition or integrity of any such travel agent. In the event that Your travel agent fails to remit to us any monies paid by You to the agent, You remain liable for the monies due Carrier, regardless of whether Carrier demands payment. No refund, payment, compensation or credit of any kind will be provided by Carrier, should You or Your travel agent have to cancel or cut short Your Cruise, unless You have purchased Princess Vacation Protection or Princess Platinum Vacation Protection and meet the eligibility criteria.

7. CARRIER'S RIGHT TO CANCEL, CHANGE TIME OF SAILING OR PORTS OF EMBARKATION/DISEMBARKATION OR SHORTEN CRUISE; SUBSTITUTION.

Carrier may, at any time, without notice or liability for refund, payment or compensation or credit 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. Passenger shall have no claim against Carrier, and Carrier shall not be liable (whether for damages or a refund, payment or compensation or credit of any kind) for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances, except as follows:

(A) If Carrier cancels the Cruise before it has started, it will refund the Cruise Fare (less any air or accommodation charges

incurred).

(B) If the sailing is delayed and You are not accommodated on board the ship, Carrier may arrange accommodations and food at no additional expenses to You.

(C) If the scheduled port of embarkation or disembarkation as specified in the passage ticket is changed, Carrier will arrange transportation to it from the originally scheduled port.

(D) If the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Cruise Fare, transfer You to another ship or transport You to the scheduled final port. If the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, including but not limited to a good faith belief by the Carrier or the ship's Captain that the Cruise or any portion thereof may endanger the vessel or expose any person or property to loss, damage or delay, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind.

8. RIGHT TO DEVIATE FROM ROUTE, CANCEL ACTIVITIES AND CHANGE OR OMIT PORTS OF CALL.

Except as otherwise provided herein, Carrier may, for any reason, without notice or liability for refund, payment, compensation or credit:

(A) Deviate from the scheduled ports of call, route and timetable;

(B) Call or omit to call at any port or place or cancel or modify any activity on or off the ship for any reason, including but not limited to inclement weather, labor disturbances, or safety reasons in the sole discretion and judgment of the Carrier or ship's Captain;

(C) Comply with all governmental laws and orders given by governmental authorities;

(D) Proceed without pilots, tow or be towed and assist vessels; or

(E) Render assistance to preserve life and property.

Accordingly, You should not make any important arrangements or meetings based on the scheduled Cruise, which may change without liability to Carrier. If You pay the Carrier an amount above the Cruise Fare for a shore excursion or other activity that is cancelled by the provider, You will be limited to a refund of the amount paid for the cancelled activity.

9. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.

You agree that You or Your travel agent must, at the time You book Your Cruise, inform Carrier in writing of any special need or other condition for which You or any other person in Your care may require medical attention or accommodation during the Cruise, or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Cruise, You must report it in writing to Carrier as soon as You become aware of it. Passengers acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Passengers requiring the use of a wheelchair must provide their own as Carrier's wheelchairs carried on board the vessel are for emergency medical use only. Failure to report any such condition will release Carrier, the shipboard doctor and all other personnel from any liability related to the accommodation or treatment of such condition or for any other conduct whatsoever in connection therewith. Passengers acknowledge and agree Carrier may disembark or refuse to embark You as set forth in Section 4.

10. NO ANIMALS.

No pets or other animals are allowed on the ship at any time except for certain necessary service animals of a disabled Passenger, which require written notification to the Carrier at the time of booking Your Cruise and Carrier's written approval. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on the Cruise. You further agree to determine and meet any documentary or other requirements related to the animal.

11. UNAUTHORIZED STOPOVER OR DISEMBARKATION.

Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at Your sole risk and expense, You may be denied subsequent boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind.

12. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF SHIP; NO SOLICITATION.

You shall be responsible for complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each country or state from or to which You will travel, as well as this Passage Contract. You must at all times obey all the rules, regulations and orders of the ship, Carrier and the Captain. You shall not solicit other Passengers for commercial purposes or advertise goods or services on board the ship without Carrier's prior written permission. You may be disembarked without liability for refund, payment, compensation or credit of any kind if You or any Passenger for whom You are responsible violate any of these requirements, and agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

13. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation may not be possible from every location to which the ship sails. All health, medical or other personal services in connection with Your Cruise are provided solely for the convenience and benefit of Passengers who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the ship or elsewhere at Your sole risk and expense without liability or responsibility of Carrier whatsoever, and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Your behalf. Doctors, nurses or other medical or service personnel work directly for Passenger and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers and other service personnel shall be considered independent contractors who work directly for the Passenger. Carrier recommends that You obtain Your own insurance and travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise.

14. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS.

You may take a reasonable amount of luggage on board containing only Your personal effects, which shall include suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and other personal effects necessary for the Cruise. If You travel by air or other transportation the terms and conditions of the airline or other transportation provider apply to Your carriage on those conveyances. You may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, any other items prohibited by applicable law, or any other item Carrier deems in its sole discretion to be detrimental to the safety or comfort of any person. You agree Carrier has, at all times with or without notice, the right to enter and search Your stateroom, personal safe or storage spaces, or to search You, Your baggage and/or personal effects at any location.

You agree that Carrier's liability for loss or damage to baggage or personal property is limited to U.S. \$250 per Passenger or up to US. \$1,500 if covered by Princess Vacation Protection, or up to U.S. \$3,000 if covered by Princess Platinum Vacation Protection. In no event shall Carrier be liable for normal wear or tear of Your property or baggage. Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but not limited to those specified in Section 30503 of Title 46 of the United States Code. You warrant that no such items will be presented to Carrier within any receptacle or container as baggage, and release Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. Such items must be shipped to Your destination by other means. Passengers are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others.

Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor, or business or other documents under any circumstances, whether carried within Your luggage or otherwise. You may use the safe in Your stateroom or a safety deposit box available at the Passenger Services/Purser's Desk; using these facilities will not, however, increase Carrier's liability as provided in this Passage Contract.

You agree that baggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed in writing for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and you relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You, Carrier assumes no responsibility whatsoever for otherwise delivering any such items, or delivering items that are prohibited by law.

15. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.

(A) General: Nothing contained in this Passage Contract shall limit or deprive Carrier of the benefit of the applicable statutes or laws of the United States of America or any other country; or any international convention providing for release from or limitation of liability.

(B) Acts Beyond Carrier's Control: Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; or any other cause beyond Carrier's reasonable control, or any other act not shown to be caused by Carrier's negligence.

(C) Claims for Emotional Distress: Carrier shall not be liable to the Passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, when such damages were neither the result of a physical injury to the Passenger, nor the result of that Passenger having been at actual risk of physical injury, nor were intentionally inflicted by Carrier.

(D) Assumption of Risk: If You use the ship's athletic or recreational equipment or take part in organized or individual activities, whether on or off the ship or as part of a shore excursion, You assume the risk of injury, death, illness or other loss and Carrier is not liable or responsible for it. Carrier in no event is liable to You with respect to any occurrence taking place other than on the ship or launches, tenders or other craft owned or operated by Carrier.

(E) Cruises Outside the U.S.: On cruises which neither embark, disembark nor call at any U.S. port, Carrier shall be entitled to any and all liability limitations, immunities and rights applicable to it under the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1974 as well as the "Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1976 ("Athens Convention"). The Athens Convention limits the Carrier's liability for death of or personal injury to a Passenger to no more than 46,666 Special Drawing Rights as defined therein (approximately U.S. \$70,000 which fluctuates, depending on daily exchange rate as printed in the Wall Street Journal). In addition, and on all

other cruises, all the exemptions from and limitations of liability provided in, or authorized by, the laws of the United States (including Title 46 U.S. Code Sections 30501-30509, 30511) will apply.

(F) Excursions, Shoreside Services and Other Transportation: All travel facilities, tours, products or services, other than aboard Carrier's vessels and tenders, provided in connection with, before, after or during Your Cruise, including but not limited to pre and post cruise activities, shore excursions, hotel accommodations, meals, or transportation of any kind by any vessel, vehicle, aircraft or other conveyance, are provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products and services are not subject to Carrier's supervision or control. In providing or selling reservations or tickets in connection with any such activities, or by accompanying You during such activities, Carrier does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, delay, damage, injury, death, misrepresentation or disappointment whatsoever resulting therefrom. Carrier makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services, products or facilities, and Carrier's liability for non-performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Carrier on the Passenger's behalf, if any. Any liability for such services will be governed by the terms and conditions of the Passage Contract and the contracts and/or tariffs between You and such service companies. Any company or person providing services or facilities of any kind in connection with a shore excursion or other activity offered for purchase by Carrier shall have the benefit of every defense to which Carrier is entitled under this Passage Contract. Without limiting the foregoing, Carrier shall have no liability under any circumstances for claims arising as a result of the Passenger participating in excursions or activities of any kind other than those offered for purchase by Carrier.

(G) Indemnification: You agree to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law or this Passage Contract by You or any minor or other Passenger in Your care.

16. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM.

The following provisions are for the benefit of the Carrier and any agents, independent contractors, concessionaires and/or suppliers of Carrier:

(A) Notice of Claims and Time Limits for Legal Action:

(i) Claims for Injury, Illness or Death: In cases involving claims for emotional or bodily injury, illness to or death of any Passenger, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 6 months from the date of the injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death, and (3) valid service of the lawsuit is made within 90 days of filing the complaint.

(ii) All Other Claims: No claim of any kind, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Passage Contract or Passenger's cruise, other than for emotional or bodily injury, illness or death of any Passenger, shall be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to the Carrier within 15 days of the scheduled termination date of the Cruise as specified in connection with this Contract, (2) legal action on such claim is commenced within 6 months from such scheduled termination date, and (3) valid notice or service of any such action is effected upon Carrier within 90 days after commencement of the action.

(B) Forum and Jurisdiction for Legal Action:

(i) Claims for Injury, Illness or Death: All claims involving emotional or bodily injury, illness to or death of any Passenger whatsoever arising out of or relating to this Passage Contract or Your Cruise shall be litigated before a court of competent jurisdiction located in 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. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

(ii) All Other Claims; Arbitration: All claims other than for emotional or bodily injury, illness to or death of a Passenger, 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, relating to or in any way arising out of or connected with this Passage Contract or Passenger's cruise, with the sole exception of claims brought and litigated in small claims court shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA") located in the County of Los Angeles, California, U.S.A., to the exclusion of any other forum. You agree the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. You 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, NY 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.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. Carrier and Passenger further agree to permit the taking of a deposition under oath of the Passenger asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

All claims filed in small claims court, and any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond Your control, shall be litigated before a court of competent jurisdiction located in 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. You consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

(C) WAIVER OF CLASS ACTION: THIS PASSAGE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 16(B)(ii) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 16(B)(ii) 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.

17. USE AND DISPLAY OF LIKENESS; PERSONAL DATA; RIGHT TO INSPECT AND PRIVACY NOTICE; PUBLIC WIRELESS SERVICES.

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Passengers, process, display and sell such photos to You and other Passengers. Carrier may utilize closed circuit television or other surveillance means on board the Vessel. You agree Carrier has the right, at all times, to enter and search staterooms or other personal effects or baggage at any location without notice. You agree You may provide personal data to Carrier that may include Your name, street or email address, date of birth, passport, financial account, and/or telephone numbers, likeness, photograph or other information which would identify You personally. You may also provide Carrier or others certain sensitive data such as Your health, medical condition, dietary or religious restrictions, gender or sexual

orientation. You agree Carrier may (a) keep Your personal and sensitive data (“PSD”); (b) use it in its business worldwide in accordance with its privacy policies; (c) share it with Carrier’s affiliated/related companies, and (d) subject it to processing worldwide provided Carrier’s safeguards are used. You agree any PSD You provide to Carrier in the European Economic Area (“EEA”) may be used, processed and transferred within and outside the EEA and specifically to the U.S.

You agree Carrier may disclose Your PSD to unaffiliated third parties: (a) after You request or authorize it; (b) to help complete a transaction for You; (c) to comply with law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas; (d) to enforce this Passage Contract or other agreements, or to protect the rights, property or safety of Carrier or others; (e) as part of a purchase, transfer or sale of services or assets (f) when provided to our agents, outside vendors or service providers to perform functions on our behalf; or (g) as described in Carrier’s policies, as amended from time to time.

Carrier may, but is not required to, make wireless Internet or telephone access (“Wireless Services”) available as a convenience; Carrier accepts no responsibility for interruptions in its service. You agree to use Wireless Services at Your own risk; Carrier shall not be liable in any manner for resulting claims (including without limitation lack of privacy), losses or damages. Using Wireless Services is public; information sent or received is not guaranteed to be private. Your PSD may be available to third parties. By using Wireless Services You agree Carrier may monitor, record, intercept and disclose any transmissions and may provide to others all information relating to all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law. You agree to comply with the Carrier’s Terms and Conditions of Wireless Services.