

# **CRUISE CONTRACT : TERMS & CONDITIONS**

You are booking a cruise holiday on board Explorer of the Seas.

This ship is operated by RCL Cruises Ltd.

BVBA SPLASH, with whom you are booking this holiday, has chartered the ship from RCL Cruises Ltd.

The Terms & Conditions of your Cruise Contract consist of 3 parts:

1. Terms & Conditions established by RCL Cruises Ltd.
2. Guest Conduct Policy established by RCL Cruises Ltd.
3. Terms & Conditions established by BVBA SPLASH

## **1. Terms & Conditions established by RCL Cruises Ltd.**

### IMPORTANT NOTICE TO GUESTS

YOUR CRUISE/CRUISETOUR TICKET CONTRACT CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS IT IS IMPORTANT THAT YOU CAREFULLY READ ALL TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTION 3 AND SECTIONS 9 THROUGH 11, WHICH LIMIT OUR LIABILITY AND YOUR RIGHT TO SUE, AND RETAIN IT FOR FUTURE REFERENCE.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION FOR CERTAIN DISPUTES AND WAIVES ANY RIGHT TO TRIAL BY JURY TO RESOLVE THOSE DISPUTES. PLEASE READ SECTION 10 BELOW.

#### **1. INTRODUCTION:**

This Cruise/CruiseTour Ticket Resale Contract (the "Ticket Contract") describes the terms and conditions that will apply to the relationship between the Passenger (as defined in Section 2.f below) and the Carrier (as defined in Section 2.b below) for the Vessel with respect to the Cruise or CruiseTour covered by this Agreement. Except as otherwise expressly provided herein, this Agreement supersedes any other written or oral representations or agreements relating to the subject matter of this Agreement or the Cruise or the CruiseTour but excluding the terms of the Cruise Lines International Association ("CLIA") Passenger Bill of Rights that the Vessel's Operator has adopted as a requirement of being a member of CLIA. In the event of a direct conflict between a provision of this Ticket Contract and a provision of the CLIA Passenger Bill of Rights in effect at the time of booking (the "CLIA Passenger Bill of Rights"), the CLIA Passenger Bill of Rights controls..

Your particular cruise space was sold by the Carrier to a Third Party Reseller that is reselling or otherwise providing that space to you. That Third Party Reseller may establish its own terms and conditions that govern the relationship between you and the Third Party Reseller. Any such terms and conditions shall not modify the terms and conditions of this Ticket Contract. Among other things, that third party may offer entertainment or amenities or other programs (collectively "Third Party Amenities") that are not part of the Cruise or CruiseTour sold to the Third Party Reseller. The Carrier bears no responsibility for the marketing or performance of any Third Party Amenities and disclaims any liability to Passenger for the same. In addition, the Cruise or CruiseTour Fares, payment and cancellation/refund terms and conditions for the

Cruise or CruiseTour Fares are established by the Third Party Reseller. Carrier shall bear no responsibility for providing any refunds to Passenger for their Cruise or CruiseTour; such refunds shall be the sole responsibility of the Third Party Reseller.

Purchase or use of this Ticket Contract, whether or not signed by the Passenger, shall constitute the agreement by Passenger, on behalf of himself and all other persons traveling under this Ticket Contract (including any accompanying minors or other persons for whom the Ticket Contract was purchased), to be bound by the terms and conditions of this Ticket Contract. This Ticket Contract cannot be modified except in a writing signed by a corporate officer of Operator. In addition, Guest acknowledges the availability of and Guest agrees to abide by the terms and conditions, which appear in the applicable Carrier brochure or online at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com) (excluding the Cruise or CruiseTour Fares, payment terms, and cancellation/refund terms which shall be established by the Third Party Reseller.) Except for the items excluded by the preceding sentence, in the event of any conflict between the Third Party Reseller's terms, or other brochure or website materials and this Ticket Contract, the terms of this Ticket Contract shall prevail.

## 2. DEFINITIONS:

- a. 'Agreement' or 'Contract' means the terms and conditions set forth in this Ticket Contract which shall constitute the sole agreement between Passenger and Operator for the Cruise or CruiseTour.
- b. 'Carrier' shall include: (i) the Vessel, or any substituted ship; (ii) the Vessel's Operator; and (iii) with respect to the Land Tour portion of any CruiseTour, the operator of that Land Tour ("LTO") together with the owners, managers, charterers, affiliates, successors and assigns of the entities identified in subsections (i), (ii) and (iii) of this sentence. Carrier also shall include the officers, directors, employees, agents, crew or pilots of the entities identified in the preceding sentence. The exclusions or limitations of liability of Carrier set forth in the provisions of this Ticket Contract, as well as all rights, defenses or immunities set forth herein, shall also apply to and be for the benefit of the Third Party Reseller, and any agents, independent contractors, concessionaires and suppliers of Carrier, as well as owners and operators of all shoreside properties at which the Vessel or the Transport may call, as well as owners, designers, installers, suppliers and manufacturers of the Vessel or Transport, or any component parts of either, together with the employees and servants of each of the foregoing, and/or any launches, craft or facilities of any kind belonging to or provided by any of the entities identified in this paragraph.
- c. 'Cruise' means the specific cruise covered by this document, as the same may be modified and shall include those periods during which the Guest is embarking or disembarking the Vessel and those periods when the Guest is on land while the Vessel is in port.
- d. 'Cruise Fare' or 'CruiseTour Fare' means the amount due to the Third Party Reseller for the Cruise or Cruise Tour, whether such amounts are owing and/or have been paid to the Third Party Reseller, but does not include amounts due for other products or services such as air transportation, photographs, gratuities, telephone calls, or medical services which can be purchased separately. Charges to the Passenger for government or quasi-governmental taxes and fees, whether assessed on a per passenger, per vessel, per berth or per ton basis, and any fuel surcharges, security surcharges or similar assessments made by airlines, trains, buses, hotels or other third parties are established by the Third Party Reseller and are due and payable by Passenger to such Third Party Reseller. For CruiseTours that include air travel, airfare is included in the CruiseTour Fare.
- e. "CruiseTour" shall mean the combined vacation package officially published and offered by Carrier, which includes the applicable cruise and associated Land Tour.
- f. 'Operator' means the entity identified in Section 18 below.
- g. 'Passenger' or 'Guest' or 'Your' means all persons traveling under this Ticket Contract and persons in their care, together with their respective heirs and representatives. 'Passenger' shall include the plural and the use of the masculine shall include the feminine.

- h. "Land Tour" shall mean the land tour component of a CruiseTour to be provided either prior to the initial embarkation on the cruise or after the final debarkation from the cruise.
- i. "Third Party Reseller" shall mean the unrelated third party to whom the Carrier has sold all of the berths on the Cruise or CruiseTour covered by this Agreement.
- j. "Transport" means the railcars, buses and other modes of transportation or accommodation provided by a LTO in connection with a Land Tour.
- k. "Vessel" means the ship owned or chartered or operated by Operator on which Passenger may be traveling or against which Passenger may assert a claim, as well as any substituted ship used in the performance of this Ticket Contract.

### 3. BAGGAGE, PROPERTY AND LIMITATIONS OF LIABILITY:

- a. **Baggage Limits and Prohibited Items.** Each adult Passenger is permitted to carry onboard the Vessel or check-in only the wearing apparel and personal effects reasonably necessary for the cruise, including suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and similar items. In no event shall any Passenger bring on board the Vessel or check-in, or in connection with the Land Tour, any illegal controlled substances, fireworks, live animals (except under the terms of Section 12.d below), weapons, firearms, explosives or other hazardous materials, or any other items prohibited by applicable law or Carrier policy. Carrier reserves the right to refuse to permit any Passenger to take on board the Vessel or on any mode of Transport any item Carrier deems inappropriate.
- b. **Liability for Loss of or Damage to Baggage.** Unless negligent, Carrier is neither responsible nor liable for any loss of or damage to Passenger's property, whether contained in luggage or otherwise. Liability for loss of or damage to Passenger's property in connection with any air or ground transportation shall be the sole responsibility of the provider of the service and in accordance with applicable limitations.
- c. **Limitation of Liability for Lost or Damaged Property.** Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property during the Land Tour portion of a CruiseTour is limited to \$300.00 per Passenger. Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property for the cruise (or for the cruise only portion of a CruiseTour) shall be limited to \$300.00 per Passenger, unless Passenger declares the true value of such property in writing to the Carrier at the address specified in Section 10.a below and pays Carrier within 10 days of final payment for the cruise, a fee of five percent (5%) of the amount that such value exceeds \$300.00. In such event, Carrier's liability shall be limited to its true declared value, but not exceeding \$5,000.
- d. **Limited Carriage.** Carrier does not undertake to carry as baggage any tools of trade, household goods (including but not limited to appliances and furniture) fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but not limited to those specified in Title 46 of the United States Code, Appendix Section 181. Each Passenger warrants that no such item will be presented to Carrier within any receptacle or container as baggage, and hereby releases Carrier from any liability whatsoever for loss of or damage to such items when presented to Carrier in breach of this warranty. In no event shall Carrier be liable for normal wear or tear of luggage or property, or loss of or damage to jewelry, cash, negotiable paper, photographic/electronic, medical or recreational equipment, dental hardware, eyewear, medications or other valuables unless they are deposited with Carrier on the Vessel for safekeeping against receipt (LTOs do not accept valuables for deposit). Carrier's liability, if any, for loss of or damage to valuables so deposited shall not exceed the amounts indicated in Section 3.c above.

### 4. MEDICAL CARE AND OTHER PERSONAL SERVICES:

- a. **Availability of Medical Care.** Due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Vessel and in ports of call may be limited or delayed and medical evacuation may not be possible from the Vessel while at sea or from every location to which the Vessel sails.

- b. Relationship with Service Providers. To the extent Passengers retain the services of medical personnel or independent contractors on or off the Vessel, Passengers do so at their sole risk. Any medical personnel attending to a Passenger on or off the Vessel, if arranged by Carrier, are provided solely for the convenience of the Passenger, work directly for the Passenger, and shall not be deemed to be acting under the control or supervision of the Carrier, as Carrier is not a medical provider. Likewise, any onboard concessions (including but not limited to the gift shops, spas, beauty salon, art program, photography, formalwear concessions) are either operated by or are independent contractors on board the Vessel, on Transport or elsewhere and are provided solely for the convenience of Passenger. Even though the Carrier shall be entitled to charge a fee and earn a profit for arranging such services, all such persons or entities shall be deemed independent contractors and not acting as agents or representatives of Carrier. Carrier assumes no liability whatsoever for any treatment, failure to treat, diagnosis, misdiagnosis, actual or alleged malpractice, advice, examination or other services provided by such persons or entities. Guest acknowledges that the Vessel's hair dresser, manicurist, art auctioneer, gift shop personnel, spa personnel, wedding planners and other providers of merchandise and personal services are employees of independent contractors and that Carrier is not responsible for their actions.
- c. Payment for Medical or Personal Care Services. Passenger shall pay for all medical care or other personal services requested or required, whether onboard or ashore, including the cost of any emergency medical care or transportation incurred by Carrier and any costs associated with the provision of medical services as provided in the CLIA Passenger Bill of Rights. If Passenger is unable to pay and the Carrier pays for such expenses, then Passenger shall reimburse Carrier for those expenses.

5. SHORE EXCURSIONS, TOURS, FACILITIES OR OTHER TRANSPORTATION:

All arrangements made for or by Passenger for transportation (other than on the Vessel) before, during or after the Cruise or CruiseTour of any kind whatsoever, as well as air arrangements, shore excursions, tours, hotels, restaurants, attractions and other similar activities or services, including all related conveyances, products or facilities, are made solely for Passenger's convenience and are at Passenger's risk. The providers, owners and operators of such services, conveyances, products and facilities are independent contractors and are not acting as agents or representatives of Carrier. Even though Carrier may collect a fee for, or otherwise profit from, making such arrangements and offers for sale shore excursions, tours, hotels, restaurants, attractions, the Land Tour and other similar activities or services taking place off the Vessel for a profit, it does not undertake to supervise or control such independent contractors or their employees, nor maintain their conveyances or facilities, and makes no representation, whether express or implied, regarding their suitability or safety. In no event shall Carrier be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever to Passenger which occurs on or off the Vessel or the Transport as a result of any acts, omissions or negligence of any independent contractors.

6. CANCELLATION, DEVIATION OR SUBSTITUTION BY CARRIER:

- a. Carrier may for any reason at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled sailing, port of call, destination, lodging or any activity on or off the Vessel, or substitute another vessel or port of call, destination, lodging or activity. Except as provided in Section 6(e) below, Carrier shall not be liable for any claim whatsoever by Passenger, including but not limited to loss, compensation or refund, by reason of such cancellation, advancement, postponement, substitution or deviation.
- b. In connection with a CruiseTour, Carrier has the same right to cancel, advance, postpone or deviate from any scheduled activity, departure or destination, or substitute another railcar, bus, destination or lodging or other component of the CruiseTour. Except as provided in Section 6(e) below, Carrier shall not be liable for any claim by Passenger whatsoever, including but not limited to loss, compensation or refund, by reason of such cancellation, advancement, postponement, substitution or deviation.
- c. By way of example, and not limitation, Carrier may, without liability (except as provided in Section 6(e) with respect to mechanical failures only), deviate from any scheduled sailing and may otherwise land

Passenger and her property at any port if Carrier believes that the voyage or any Passenger or property may be hindered or adversely affected as a result of hostilities, blockages, prevailing weather conditions, labor conflicts, strikes onboard or ashore, breakdown of Vessel, congestion, docking difficulties, medical or life saving emergencies or any other cause whatsoever.

- d. Carrier shall have the right to comply with any orders, recommendations, or directions whatsoever given by any governmental entity or by persons purporting to act with such authority and such compliance shall not be deemed a breach of this Agreement entitling the Passenger to assert any claim for liability, compensation or refund.
- e. In the event that a Cruise (or the cruise component of a CruiseTour) is canceled or terminated early due to mechanical failures:
  - i) Passenger shall have a right to a full refund of the Cruise Fare if the Cruise is canceled in full, or a partial refund if the cruise is terminated early;
  - ii) Carrier may cover or reimburse Passenger for additional costs (e.g. airline change fees) as deemed appropriate by the Carrier.
  - iii) If the passenger has travelled to the Vessel Passenger shall have a right to transportation (by means selected by the Carrier to the Vessel's scheduled port of disembarkation or the Passenger's home city; and
  - iv) Passenger shall have a right to lodging (selected by the Cruise Line) if disembarkation and an overnight stay in an unscheduled port are required due to the Cruise or cruise component of a CruiseTour being cancelled or terminated early because of such mechanical failures.

#### 7. CANCELLATION BY PASSENGER; EARLY DISEMBARKATION:

- a. Your Cruise or Cruise tour Fares, including but not limited to any fuel or other supplemental charges, government taxes and fees and other charges are established by the Third Party Reseller, not the Carrier. Similarly, the payment schedule for your Cruise or Cruise tour Fares are established by the Third Party Reseller, not the Carrier. In addition, all cancellation and refund policies for your Cruise or Cruise tour fares are established by the Third Party Reseller, not the Carrier.
- b. For cancellations of items purchased from the Carrier such as air flights, hotel stays, transfer services, shore excursions, pre-purchased amenities, CruiseCare, pre-booked services (such as spa, photography or wedding services) and pre-booked arrangements such as specialty dining, see the applicable terms and conditions for any applicable cancellation charges.
- c. In the event of a cancellation of the Cruise or CruiseTour by Passenger (either before or after the Cruise or CruiseTour has begun), any amounts due to Passenger shall be established and determined by the Third Party Reseller. In the event of early disembarkation of the Passenger for any reason, including pursuant to any provision of this Ticket Contract, such disembarkation shall be without refund, compensation, or liability on the part of the Carrier whatsoever.
- d. Any payments of the Cruise or CruiseTour Fares shall be made to the Third Party Reseller and not the Carrier.

#### 8. PASSENGER'S OBLIGATION TO COMPLY WITH AGREEMENT, APPLICABLE LAWS, AND RULES OF CARRIER; QUARANTINE; INDEMNIFICATION:

- a. Compliance Obligation Generally. Passenger shall at all times comply with the provisions of this Agreement, all applicable laws, and rules, policies and regulations of the Carrier, the Vessel and the Transport (as the same may be changed from time to time with or without notice). Passenger agrees not to enter any areas of the vessel designated for crew only, including crew quarters, under any circumstances whatsoever. Passenger further agrees that Carrier may prohibit or restrict Passenger from bringing any alcoholic beverages for consumption onboard the Vessel and agrees to comply with any Carrier policy covering such matters. Nothing in this Agreement shall grant to Passenger any right to

market, advertise, promote, provide or sell products or services to other guests onboard the Cruise or CruiseTour and Passenger shall be prohibited from doing so.

- b. Passengers are solely responsible to maintain in their possession all passports, visas and other travel documents required for embarkation, travel and disembarkation at all ports of call. Passengers assume full responsibility to determine through their travel agent or the appropriate government authority the necessary documents. Passenger agrees to provide to Carrier (at Carrier's reasonable request) any travel documents. Carrier shall return such travel documents to Passenger by no later than the end of the Cruise.
- c. Passenger understands and agrees that Carrier has a zero tolerance policy for illegal activity and shall report such activity to the appropriate authorities.
- d. Each adult Passenger undertakes and agrees to supervise at all times any accompanying minors to ensure compliance with the provisions of this Section 8.
- e. Carrier may also change accommodations, alter or cancel any activities of, deny service of alcohol to, confine to a stateroom or quarantine, search the stateroom, property or baggage of any Passenger, change a Passenger's Land Tour, disembark or refuse to embark the Passenger and/or any Passenger responsible for any minor Passenger, or restrain any Passenger at any time, without liability, at the risk and expense of the Passenger, when in the sole opinion of Carrier or Captain the Passenger's conduct or presence, or that of any minor for whom the Passenger is responsible, is believed to present a possible danger, security risk or be detrimental to himself or the health, welfare, comfort or enjoyment of others, or is in violation of any provision of this Agreement.
- f. Passenger, or if a minor, his parent or guardian, shall be liable for and indemnify Carrier, the Vessel and the Transport from any civil liability, fines, penalties, costs or expenses incurred by or imposed on the Vessel, the Transport or Carrier arising from or related to Passenger's conduct or failure to comply with any provisions of this Section 8, including but not limited to: (i) any purchases by or credit extended to the Passenger; (ii) requirements relating to immigration, customs or excise; or (iii) any personal injury, death or damage to persons or property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger.
- g. Carrier shall not be required to refund any portion of the Cruise or CruiseTour Fare paid by any Passenger who fails for any reason to be onboard the Vessel or Transport by the embarkation cut-off time applicable to the specific Cruise or CruiseTour or the boarding cut-off time applicable at any port of call or destination or point of departure as the case may be, and shall not be responsible for lodging, meals, transportation or other expenses incurred by Passenger as a result thereof. Embarkation cut-off times for cruises are available at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com). Boarding cut-off times for any port of call or destination or point of departure are as announced on the applicable Cruise or Cruise Tour. Carrier shall have no obligation to any Passenger to deviate from any scheduled sailing or port of call or destination.
- h. Passenger acknowledges that for certain voyages, such as a round-trip voyage commencing in a United States port, the Passenger must complete the entire voyage and that failure to do so may result in a fine or other penalty being assessed by one or more governmental agencies. Passenger hereby agrees to pay any such fine or penalty imposed because Passenger failed to complete the entire voyage and to reimburse Carrier in the event it pays such fine or penalty.
  - i. Carrier may refuse to transport any Passenger, and may remove any Passenger from the Vessel or Transport at any time, for any of the following reasons: (i) whenever such action is necessary to comply with any government regulations, directives or instructions; (ii) when a Passenger refuses to permit search of his person or property for explosives, weapons, dangerous materials or other stolen, illegal or prohibited items; (iii) when a Passenger refuses upon request to produce positive identification; or (iv) for failure to comply with Carrier's rules and procedures, including, for example, Carrier's Guest Conduct Policy or Carrier's policies against fraternization with crew; or (v) Guest's

passage is denied by Carrier pursuant to its Refusal to Transport policy. Carrier's Guest Conduct Policy and Refusal to Transport policy are available online at [http://www.royalcaribbean.com/content/en\\_US/pdf/Guest\\_Conduct\\_Policy.pdf](http://www.royalcaribbean.com/content/en_US/pdf/Guest_Conduct_Policy.pdf) and [http://www.royalcaribbean.com/content/en\\_US/pdf/Refusal\\_To\\_Transport.pdf](http://www.royalcaribbean.com/content/en_US/pdf/Refusal_To_Transport.pdf).

- j. In the interests of safety and security, Passengers and their baggage are subject to inspection or monitoring electronically with or without the Passenger's consent or knowledge.
  - k. If Carrier exercises its rights under this Section 8, Passenger shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for accommodations or repatriation.
9. FORUM SELECTION CLAUSE FOR ALL LAWSUITS; CLASS ACTION WAIVER:
- a. EXCEPT AS PROVIDED IN SECTION 10 (b) WITH REGARD TO CLAIMS OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER , IT IS AGREED BY AND BETWEEN PASSENGER AND CARRIER THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS AGREEMENT, PASSENGER'S CRUISE, CRUISE TOUR, LAND TOUR OR TRANSPORT, SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE ENGLISH COURTS TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE, TERRITORY OR COUNTRY SAVE WHERE CONTRARY TO APPLICABLE LAW.
  - b. CLASS ACTION RELIEF WAIVER. PASSENGER HEREBY AGREES THAT EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS PARAGRAPH, PASSENGER MAY BRING CLAIMS AGAINST CARRIER ONLY IN PASSENGER'S INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, PASSENGER AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER, VESSEL OR TRANSPORT WHATSOEVER SHALL BE LITIGATED BY PASSENGER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND PASSENGER EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING PASSENGER TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION AS PROVIDED IN SECTION 10 BELOW, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 10.b BELOW, 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.
  - c. IN THE EVENT THAT THE TERMS AND CONDITIONS ESTABLISHED BY THE THIRD PARTY RESELLER WOULD RESULT IN A VARIANCE TO THE DISPUTE RESOLUTION PROCEDURES PROVIDED FOR IN THIS TICKET CONTRACT, THE TERMS OF THIS TICKET CONTRACT SHALL GOVERN.
10. NOTICE OF CLAIMS AND COMMENCEMENT OF SUIT OR ARBITRATION; SECURITY:
- a. TIME LIMITS FOR PERSONAL INJURY/ILLNESS/DEATH CLAIMS: NO SUIT SHALL BE MAINTAINABLE AGAINST CARRIER, THE VESSEL OR THE TRANSPORT FOR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, SHALL BE DELIVERED TO CARRIER AT THE FOLLOWING ADDRESS, C/ORCL CRUISES LTD, BUILDING 3 THE HEIGHTS, BROOKLANDS, WEYBRIDGE, SURREY KT13 0NY, UK. SAVE WHERE CONTRARY TO APPLICABLE LAW, WITHIN SIX (6) MONTHS FROM THE DATE OF THE INJURY, ILLNESS OR DEATH AND SUIT IS COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH AND PROCESS SERVED WITHIN 120 DAYS AFTER

FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

- b. ARBITRATION OF ALL OTHER CLAIMS: ANY AND ALL OTHER DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, EXCEPT FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, BETWEEN PASSENGER AND CARRIER, VESSEL OR TRANSPORT, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR PASSENGER'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN LONDON, ENGLAND SAVE WHERE CONTRARY TO APPLICABLE LAW. TO THE EXCLUSION OF ANY OTHER FORUM. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND NAM'S FEE SCHEDULE IN EFFECT AT THE TIME OF THE PROCEDURE, EACH OF WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. ANY QUESTION ABOUT THE ARBITRATION ADMINISTRATORS MENTIONED ABOVE MAY BE DIRECTED TO THEM AS FOLLOWS: NATIONAL ARBITRATION AND MEDIATION, INC., 990 STEWART AVE, 1ST FL., GARDEN CITY, NY 11530, PHONE: (800) 358-2550 EXT. 128. NEITHER PARTY 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, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT PASSENGER 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. PASSENGER AND CARRIER 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. THE ARBITRATOR AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF SECTION 9 ABOVE GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS SECTION 10(b).
- c. TIME LIMITS FOR NON-INJURY/ILLNESS OR DEATH CLAIMS: NO PROCEEDING DESCRIBED IN SECTION 10(b) MAY BE BROUGHT AGAINST CARRIER, VESSEL OR TRANSPORT UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, SHALL BE DELIVERED TO CARRIER AT THE FOLLOWING ADDRESS, RCL CRUISES LTD, BUILDING 3 THE HEIGHTS, BROOKLANDS, WEYBRIDGE, SURREY KT13 0NY, WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE CRUISE OR CRUISE TOUR (WHICHEVER IS LATER) TO WHICH THIS TICKET CONTRACT RELATES SAVE WHERE CONTRARY TO APPLICABLE LAW. IN NO EVENT SHALL ANY SUCH PROCEEDING



DESCRIBED IN SECTION 10(b) BE MAINTAINABLE UNLESS SUCH PROCEEDING SHALL BE COMMENCED (FILED) WITHIN SIX (6) MONTHS AFTER THE TERMINATION OF THE CRUISE OR CRUISE TOUR (WHICHEVER IS LATER) TO WHICH THIS TICKET CONTRACT RELATES AND VALID NOTICE OR SERVICE OF SUCH PROCEEDING IS EFFECTED WITHIN SIXTY (60) DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.

- d. IN THE EVENT OF AN IN REM PROCEEDING AGAINST THE VESSEL, PASSENGER HEREBY IRREVOCABLY AGREES THAT THE POSTING OF A LETTER OF UNDERTAKING FROM ANY OF CARRIER'S INSURERS SHALL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE VESSEL IN LIEU OF ARREST.

11. LIMITATIONS OF LIABILITY:

- a. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 6 (e), CARRIER SHALL NOT BE LIABLE FOR INJURY, DEATH, ILLNESS, DAMAGE, DELAY OR OTHER LOSS TO PERSON OR PROPERTY, OR ANY OTHER CLAIM BY ANY PASSENGER CAUSED BY ACT OF GOD, WAR, TERRORISM, CIVIL COMMOTION, LABOR TROUBLE, GOVERNMENT INTERFERENCE, PERILS OF THE SEA, FIRE, THEFTS OR ANY OTHER CAUSE BEYOND CARRIER'S REASONABLE CONTROL, OR ANY ACT NOT SHOWN TO BE CAUSED BY CARRIER'S NEGLIGENCE.
- b. PASSENGER AGREES TO SOLELY ASSUME THE RISK OF INJURY, DEATH, ILLNESS OR OTHER LOSS, AND CARRIER IS NOT RESPONSIBLE FOR PASSENGER'S USE OF ANY ATHLETIC OR RECREATIONAL EQUIPMENT; OR FOR THE NEGLIGENCE OR WRONGDOING OF ANY INDEPENDENT CONTRACTORS, INCLUDING BUT NOT LIMITED TO PHOTOGRAPHERS, SPA PERSONNEL OR ENTERTAINERS; OR FOR EVENTS TAKING PLACE OFF THE CARRIER'S VESSELS, LAUNCHES OR TRANSPORTS, OR AS PART OF ANY SHORE EXCURSION, TOUR OR ACTIVITY.
- c. CARRIER HEREBY DISCLAIMS ALL LIABILITY 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 PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, NOR WERE INTENTIONALLY INFLICTED BY THE CARRIER. WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL CARRIER BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.
- d. ON CRUISES WHICH DO NOT EMBARK, DISEMBARK OR CALL AT ANY UNITED STATES PORT AND DO NOT EMBARK OR DISEMBARK AT ANY EUROPEAN UNION MEMBER STATE PORT,, CARRIER SHALL BE ENTITLED TO ANY AND ALL LIABILITY LIMITATIONS, IMMUNITIES AND RIGHTS APPLICABLE TO IT UNDER THE "ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA" OF 1974, AS WELL AS THE "PROTOCOL TO THE ATHENS 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 OR PERSONAL INJURY TO A PASSENGER TO NO MORE THAN 46,666 SPECIAL DRAWING RIGHTS AS DEFINED THEREIN (APPROXIMATELY U.S. \$64,500 AS OF FEBRUARY 26, 2015, WHICH AMOUNT 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, UNITED STATES CODE SECTIONS 30501 THROUGH 30509 AND 30511) WILL APPLY.

- e. ON CRUISES WHICH ARE BOOKED BY A PASSENGER IN A EUROPEAN UNION MEMBER STATE, OR WHICH EMBARK OR DISEMBARK IN A PORT LOCATED IN A EUROPEAN UNION MEMBER STATE, THE CARRIER SHALL BE ENTITLED TO THE BENEFIT OF ANY AND ALL RESTRICTIONS, EXEMPTIONS, IMMUNITIES, AND LIMITATIONS OF LIABILITY SET FORTH IN EUROPEAN UNION REGULATION 392/2009 ON THE LIABILITY OF CARRIERS TO PASSENGERS IN THE EVENT OF ACCIDENTS (“EU 392/2009”). EU 392/2009 LIMITS CARRIER’S LIABILITY AS FOLLOWS:
- i. FOR DEATH OR PERSONAL INJURY OF A PASSENGER CAUSED BY A “SHIPPING INCIDENT”, CARRIER’S LIABILITY IS LIMITED TO 250,000 SDR (AS OF FEBRUARY 26, 2016 APPROXIMATELY US \$345,000) IF THE SHIPPING INCIDENT OCCURRED WITHOUT CARRIER’S FAULT OR NEGLIGENCE; OTHERWISE CARRIER’S LIABILITY FOR DEATH OR PERSONAL INJURY OF A PASSENGER CAUSED BY A SHIPPING INCIDENT IS LIMITED TO 400,000 SDR (AS OF FEBRUARY 26, 2016 APPROXIMATELY US \$553,000.)
  - ii. FOR DEATH OR PERSONAL INJURY OF A PASSENGER CAUSED BY A NON “SHIPPING INCIDENT”, CARRIER’S LIABILITY IS LIMITED TO 400,000 SDR (AS OF FEBRUARY 26, 2016 APPROXIMATELY US \$553,000), ASSUMING THAT THE PASSENGER PROVES THAT THE INCIDENT WAS THE RESULT OF CARRIER’S FAULT OR NEGLIGENCE;
  - iii. FOR LOSS OR DAMAGE TO A PASSENGER’S CABIN LUGGAGE, THE CARRIER’S LIABILITY IS LIMITED TO 2250 SDR (AS OF FEBRUARY 26, 2016 APPROXIMATELY US \$3,111) PER PASSENGER; AND,
  - iv. THE CARRIER’S INSURANCE PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SUMS IN EXCESS OF 250,000 SDR (AS OF FEBRUARY 26, 2016 APPROXIMATELY US \$345,000) IN RESPECT OF DEATH AND/OR PERSONAL INJURY. THERE ARE LIMITED CIRCUMSTANCES IN WHICH THE CARRIER’S INSURANCE PROVIDER IS NOT REQUIRED TO MAKE A PAYMENT.
  - v. THE VALUE OF THE SDR FLUCTUATES DEPENDING ON DAILY EXCHANGE RATES AS PRINTED IN THE WALL STREET JOURNAL.
  - vi. THE TERM “SHIPPING INCIDENT” IS DEFINED IN EU 392/2009 AS FOLLOWS: “SHIPPING INCIDENT” FOR THE PURPOSES OF THIS REGULATION INCLUDE: SHIPWRECK, CAPSIZING, COLLISION OR STRANDING OF THE SHIP, EXPLOSION OR FIRE IN THE SHIP OR DEFECT IN THE SHIP BUT DOES INCLUDING ACTS OF WAR, HOSTILITIES, CIVIL WAR, INSURRECTION, NATURAL DISASTERS OR INTENTIONAL ACTS OR OMISSIONS OF THIRD PARTIES..
  - vii. PUNITIVE DAMAGES ARE EXCLUDED BY EU 392/2009 FOR CRUISES COVERED BY THIS SECTION 11.E.
  - viii. A copy of EU 392/2009 IS AVAILABLE AT [www.eur-lex.europa.edu](http://www.eur-lex.europa.edu).
- f. AS TO ALL OTHER CRUISES NOT DESCRIBED ABOVE IN SECTION 11.D or 11.E, ALL THE RESTRICTIONS, EXEMPTIONS FROM, AND LIMITATIONS OF LIABILITY PROVIDED IN, OR AUTHORIZED BY THE LAWS OF THE UNITED STATES SHALL APPLY, INCLUDING BUT NOT LIMITED TO, TITLE 46 OF THE UNITED STATES CODE §§ 30501 THROUGH 30509, AND 30511. EXCEPT AS OTHERWISE SET FORTH, THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES OF AMERICA.

## 12. FITNESS TO TRAVEL; DENIAL OF BOARDING; MINORS:

- a. Passenger warrants that he and those traveling with him are fit for travel and that such travel will not endanger themselves or others.
- b. Minors - Any Guest under the age of 18 shall be considered a minor and must travel with a parent or Legal Guardian or such other person as may be permitted by Carrier's policies.
- c. Minimum Age. No Guest under the age of 18 will consume any alcoholic beverages while on board the Vessel or Transport except as may be permitted by Carrier's policy. No Guest under the age of eighteen (18) will be booked in a stateroom unless accompanied by an adult eighteen (18) years of age or older, except for minors sailing with their parents or guardians in adjacent staterooms, or for under-aged married couples (proof of marriage is required) or except as otherwise permitted by Carrier's policy. Carrier reserves the right to request proof of age at any time and Passenger's age on the date of sailing determines his or her status for the entire cruise vacation. Cruise Line reserves the right to adjust the age limits at its discretion for certain sailings including, but not limited to, sailings commencing in Canada, the USA or the Middle East.
- d. Pregnancy and Infants - Any Passenger who will enter the 24th week of pregnancy by the beginning of, or at any time during their cruise or CruiseTour agrees not to book the cruise or board the Vessel or Transport under any circumstances. No infants under a specific age (at least six (6) months for most cruises but twelve (12) months for other cruises) shall be booked on a cruise or CruiseTour, nor brought onboard the Vessel or Transport by any Passenger under any circumstances. The most current minimum age requirements are available online at [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com).
- e. Special Needs. Any Passenger with mobility, communication or other impairments, or other special or medical needs that may require medical care or special accommodations during the cruise or CruiseTour, including but not limited to the use of any service animal, must notify the Carrier of any such condition at the time of booking. Passenger agrees to accept responsibility and reimburse Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on board the Vessel or Transport. Passengers acknowledge and understand that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of 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 wheelchair (that must be of a size and type that can be accommodated on the Vessel) as wheelchairs carried on board are for emergency use only.
- f. Carrier shall have the right to deny boarding for violations of any of the policies set forth in this Section 12. If Carrier exercises its rights under this Section 12, Passenger shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for accommodations or repatriation.
- g. Recreational water facilities. Our recreational water facilities do not have a lifeguard on duty. Children must be supervised by a parent or legal guardian at all times while in the pools, whirlpools and other recreational water feature areas."

## 13. USE OF PHOTOS, VIDEOS OR RECORDINGS:

- a. Guest hereby grants to Carrier (and its assignees and licensees) the exclusive right throughout the universe and in perpetuity to include photographic, video, audio and other visual or audio portrayals of Passenger taken during or in connection with the Cruise or CruiseTour (including any images, likenesses or voices) in any medium of any nature whatsoever (including the right to edit, combine with other materials or create any type of derivative thereof) for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to the Guest. Such grant shall include the unrestricted right to copy, revise, distribute, display and sell photographs, images, films, tapes, drawings or recordings in any type of media (including but not limited to the Internet). Guest hereby agrees that all

rights, title and interest therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

- b. Guest hereby agrees that any recording (whether audio or video or otherwise) or photograph of Guest, other guests, crew or third parties onboard the Vessel or depicting the Vessel, its design, equipment or otherwise shall not be used for any commercial purpose, in any media broadcast or for any other nonprivate use without the express written consent of Operator. The Operator shall be entitled to take any reasonable measure to enforce this provision.

#### 14. YOUR TRAVEL AGENT:

Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this Ticket Contract is, for all purposes, Passenger's agent and Carrier shall not be liable for any representation made by said travel agent. Passenger understands and agrees that receipt of this Ticket Contract or any other information or notices by Passenger's travel agent shall be deemed receipt by the Passenger as of the date of receipt by the agent. Passenger acknowledges that Carrier is not responsible for the financial condition or integrity of any travel agent.

#### 15. SEVERABILITY:

Any provision of this Agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Agreement in that jurisdiction only and all remaining provisions shall remain in full force and effect.

#### 16. TRANSFERS AND ASSIGNMENTS:

This Ticket Contract may not be assigned, sold or otherwise transferred by the Passenger. Among other things, this means that the Passenger cannot sell or transfer this Ticket Contract to someone else, and Carrier shall not be liable to the Passenger or any other person in possession of a Ticket Contract for honoring or refunding such Ticket Contract when presented by such other person. The Carrier may assign, convey or transfer its rights in this Agreement to any parent, subsidiary or affiliate of the Carrier who is scheduled to operate the Vessel at the time of the Cruise.

#### 17. RELATIONSHIP TO OTHER PURCHASES:

To the extent permitted or required by law, this Agreement also covers Carrier's CruiseCare® products, shore excursions, land and hotel packages.

#### 18. OPERATOR:

RCL Cruises Ltd. Building 3, The Heights, Brooklands, Weybridge, Surrey KT13 0NY, United Kingdom.

#### SUPPLEMENT CHARGES:

Operator reserves the right to impose a supplemental charge relating to unanticipated occurrences including, but not limited to, increases in the price of fuel. Any such supplement charges may apply, at Operator's sole

## **2. Guest Conduct Policy established by RCL Cruises Ltd.**

Throughout its history, Royal Caribbean International® has provided its guests with a wide variety of cruise experiences that lead to exceptional vacations. Whether it's our professional and friendly crew, our unmatched fleet of ships, our almost endless variety of activities, our extensive list of beautiful and exotic destinations and excursions, our exciting entertainment, or our wide variety of delicious food, you will find

many reasons why your Royal Caribbean International cruise vacation will be one of the best you have ever experienced. You may also find that one of the most amazing parts of your cruise vacation experience will be the many rich and varied cultures represented among our guests. This diversity offers a chance to learn about different parts of the world and to make new friends. But just as a new friend can enhance your vacation experience, some guests may behave in ways you find unusual or undesirable. Since our guests do come from different and diverse backgrounds, it is important that everyone have a common understanding of the behavioral standards in place on Royal Caribbean International ships.

This Guest Conduct Policy is intended to help ensure that all guests are able to participate in a safe and enjoyable cruise vacation and sets forth standards of conduct for guests to follow throughout their Royal Caribbean International cruise vacation, including transfers to and from ships, inside terminals, while onboard, at ports of call, during shore excursions and at our private destinations. This policy is not intended to be all inclusive, and it is likely there will be conduct issues that it does not specifically address. In that event, as in all others, guests are expected to follow the direction of the ship's Captain who will take appropriate action to ensure the safety, security and wellbeing of our guests. In addition to this policy, guests are expected to comply with applicable laws of the various countries that they visit. Updates to the Guest Conduct Policy may be made between publications of this document. Any updates to this Guest Conduct Policy are available for review on the Royal Caribbean International internet site, [www.RoyalCaribbean.com](http://www.RoyalCaribbean.com).

## **Safety and Security**

Safety and security are everyone's responsibility. All guests must attend the mandatory muster drill, and follow all other safety instructions issued by the Captain. Should anyone become aware of someone being injured, or of unsafe or possibly illegal behavior during their cruise vacation, they should immediately report this to the ship's Security Staff or other ship management. This may be done through ship's telephone or by seeking the assistance of a crew member. If you do not immediately report an injury or unsafe / illegal behavior this delay may cause ship's personnel to be unable to effectively respond to the situation. A reporting delay may also cause the ship to be unable to properly preserve information or evidence and may cause a delay in notifying the proper law enforcement or other Government officials. You can find additional helpful information in the "Security Guide" available on our website and onboard at Guest Services.

## **Guest Conduct**

**Guest and Crew Interaction.** Our crew members are friendly, outgoing and helpful, and they will do their very best to make your vacation as enjoyable as possible. Please do not misinterpret their friendliness. Crew members are prohibited from engaging in physical relationships with guests. Crew members are not permitted to socialize with guests beyond their professional duties, and are not permitted to be in guest staterooms, except for the performance of their shipboard duties. Guests are expected to respect these policies and are similarly prohibited from engaging in physical relationships with crew members. Guests are not permitted in any restricted or crew area of the ship, including crew staterooms and corridors.

Verbally abusive or offensive language directed toward anyone, to include guests, crew members, governmental officials, or others is not permitted.

**Inappropriate or Abusive Behavior** Inappropriate or abusive behavior is not permitted. This includes: uninvited physical contact, solicitation, harassment, vandalism, theft, violence, use of fake/false identification, underage drinking (see alcohol section below), providing alcohol to those under the allowed age (see alcohol section below), possession of illegal substances/items, placing materials (including signs, banners, decorations, etc.) anywhere on the exterior of the ship, placing materials anywhere on the interior of the ship (including stateroom doors, along corridors, etc.) which may be deemed by ship management as inappropriate, or any other illegal or offensive conduct.

**Unsafe Behavior** Sitting, standing, laying or climbing on, over or across any exterior or interior railings or other protective barriers, or tampering with ship's equipment, facilities or systems designed for guest safety is not permitted. Guests may not enter or access any area that is restricted and for the use of crew members. Any other unsafe behavior, including failure to follow security instructions, is not permitted.

**Discourteous or Disruptive Behavior** Pool, deck and theater chairs may not be reserved. Public nudity is not permitted and guests must be appropriately attired (including while on stateroom balconies if visible to others onboard, on other vessels or ashore). Topless sunbathing may be permitted on some ships and on some itineraries, but only in designated areas. (Contact Guest Services for Dress Code details.) Boom boxes or loud radios are not permitted. Roller blades, roller skates, skateboards, scooters, surfboards, bicycles, and similar items may not be utilized onboard; except for mobility aids related to special needs, as approved by the ship's medical staff.

## **Smoking**

For the comfort and enjoyment of our guests, our ships are designated as non-smoking; However, we recognize that some of our guests do smoke. Therefore, to provide an onboard environment that also satisfies smokers, we have designated certain areas of the ship as smoking areas.

Cigarette, cigar, e-cigarette and pipe smoking is permitted in designated outdoor areas of the starboard side of all ships; with the exception of Oasis-class ships that will allow smoking on the port side of the ships. To assist in locating areas where smoking is permitted, guests will find visible signage posted within all smoking areas and ashtrays that are provided for use. Outdoor areas near restricted areas, food venues, and kids play areas and pools will not allow smoking. On Oasis-class, smoking is not permitted in Central Park or the Boardwalk neighborhoods.

Casino Royale allows smoking and has a designated area for non-smoking guests. There will be visible signage indicating the non-smoking area in the casino. There are select cruises departing from China that will not have a non-smoking area in the casino.

Onboard all interior public spaces are smoke free\*. Smoking is not permitted in any dining venue, theater, bar, lounge, hallway, elevator, and jogging track.

Smoking is not permitted inside any stateroom and any stateroom balcony. This applies to all stateroom categories onboard. If a guest is in violation of this stateroom policy, a cleaning fee of \$250 USD will be applied to their SeaPass® account and may be subject to further action pursuant to the "Consequences Section" of the Guest Conduct Policy.

Cigarettes, cigars and pipe tobacco must be properly disposed of and never thrown overboard. Cigar and pipe tobacco is limited to designated outdoor areas and Cigar Bars\*\*. You must be at least 18 years of age to purchase, possess or use tobacco onboard.

Electronic cigarettes or e-cigarettes are only permitted within the designated smoking areas.

Royal Caribbean International kindly asks all guests to please observe the smoking policy. These requests are made to provide a comfortable cruise for everyone. Guest may also inquire at Guest Services for the location of the designated smoking areas onboard. Guests who violate this smoking policy may be subject to further action pursuant to the "Consequences Section" of this Guest Conduct Policy.

\*Mariner of the Seas and Voyager of the Seas offer one indoor smoking venue. Onboard Mariner of the Seas guest can smoke at the Connoisseur Club located on Deck 5. Onboard Voyager of the Seas guest can smoke at The Vault, nightclub, located on Deck 3.

\*\*Cigar Bars on Royal Caribbean International are called the Connoisseur Club and are featured on the Freedom Class and Voyager Class ships.

Curfews Ship's management reserves the right to enact curfews on an individual, group, or ship-wide basis, if in the sole judgment of the ship's Captain, such steps become necessary to ensure guest or crew safety.

Departing from a Ship Parents or guardians must not permit any guest in their care under age 18 from leaving a ship in any port without responsible adult supervision.

Parental and Guardian Responsibility For purposes of this Guest Conduct Policy, a minor is defined as anyone under the age of 18. A young adult is defined as anyone ages 18, 19 or 20. Parents and guardians are responsible for the behavior and appropriate supervision of their accompanying minor(s) and young adult(s) throughout their vacation. This obligation applies during transfers to and from ships, inside terminals, while onboard, at our ports of call, during shore excursions and at our private destinations. This responsibility applies at all times, regardless of whether the parents and guardians are physically in the company of their minor(s) and young adult(s). Under no circumstances should the parent or guardian of a minor disembark the ship without their accompanying minor(s) or without having made arrangements for the accompanying minor(s) appropriate supervision on the ship during their absence.

## **Alcohol**

Royal Caribbean International guests are expected to be responsible for their actions at all times, including during transfers to and from ships, inside terminals, while onboard, at our ports of call, during shore excursions and at our private destinations. Consuming alcohol to excess impairs one's judgment and reduces one's ability to recognize and avoid potentially dangerous situations. Guests who choose to consume alcohol must do so responsibly. The ship's staff may refuse to serve alcoholic beverages to any guest who does not consume alcohol responsibly, including those who have purchased an all-inclusive beverage package. Ship's personnel may request verification of a guest's age to verify they are of age to consume alcohol pursuant to this policy. Any guest that violates this alcohol policy will be considered for disciplinary action pursuant to the "Consequences Section" of this Guest Conduct Policy, and may lose their privileges to use the disco or other areas or facilities of the ship.

Guests are not permitted to bring alcoholic beverages onboard; with the exception of embarkation day when guests are permitted to bring onboard with them up to two (2) sealed bottles of wine per stateroom. Security may inspect containers (including water bottles, soda bottles, mouthwash, canteens, etc.) at any time and will dispose of alcohol concealed in such containers. Alcoholic beverages that are purchased from onboard shops or in ports of call (which must be presented to security upon re-boarding), will be secured by ship's personnel. Alcohol secured by ship's personnel will be returned to guests just prior to the conclusion of their cruise vacation. Guests who are under the permitted drinking age will not have alcohol returned to them. The minimum drinking age for all alcoholic beverages on Royal Caribbean International ships sailing from North America is 21. The minimum drinking age for all alcoholic beverages on Royal Caribbean International ships sailing from South America, Europe, Asia, Australia and New Zealand is 18. In certain circumstances where local laws permit or require, Royal Caribbean International may modify this policy which may also require parent/guardian request/authorization. Guests may contact Guest Services or refer to the Cruise Compass for specific minimum drinking age information on their cruise vacation.

For purposes of complying with the minimum drinking age requirements, a guest's age is established upon boarding at the beginning of the cruise vacation. If a guest celebrates their birthday during the cruise vacation, and thereby becomes of age to consume alcohol, the guest may thereafter ask the Guest Services Manager to modify ship's records to permit their consumption of alcohol during the remainder of the vacation. The guest will be required to appear at Guest Services to present a valid government-issued form of identification to permit verification of their age.

No guest under age 18 may possess or consume alcohol at any time while onboard. No guest under age 21 may possess or consume alcohol at our private destinations. Any guest who goes ashore and consumes alcohol (whether under the supervision of a parent/guardian or not, is responsible for ensuring they consume responsibly and retain their ability to recognize and avoid potentially dangerous situations when they return to the ship. Parents/guardians are reminded they are responsible for the actions of their child/young adult at all times while on a Royal Caribbean International cruise vacation.

Guests who violate any alcohol policy, including but not limited to underage drinking; providing alcohol to minors or young adults; possessing, concealing or attempting to conceal alcoholic items in their luggage, when boarding or while onboard; engaging in alcohol drinking games; or failing to consume alcohol responsibly, will be considered for discipline under the provisions of this policy.

### **Prohibited Items**

**Items with Heating Elements or Open Flames.** Certain items that generate heat or produce an open flame are not permitted onboard. This includes clothing irons, hotplates, candles, incense and any other item that may create a fire hazard. Curling irons and hair dryers are allowed.

**Drugs or Other Illegal Substances** No illegal drugs or other illegal substances are allowed onboard or may be utilized during a Royal Caribbean International cruise vacation, including during transfers to and from ships, inside terminals, while onboard, at our ports of call, during shore excursions or at our private destinations. Illegal drugs or substances will be confiscated and appropriate action taken, which may include removal from the ship and involvement of appropriate authorities. In addition, foreign governments at Royal Caribbean International ports of call have strict laws that address drug possession. Guests found in violation of such laws are subject to arrest and prosecution by the foreign jurisdiction (and perhaps United States or other authorities as well) and may be prevented from re-boarding the ship.

**Weapons, Explosives or Other Dangerous Items** No weapon, explosive, or other item that presents a risk of harm to persons or property, is permitted onboard. Items not permitted onboard will be taken by ship's Security. Items such as dive knives must be reported to ship's personnel at the time of boarding. They may be permitted onboard, but held in safe custody by the ship's Security staff when not in use ashore. Firearms are not allowed onboard. Guests who declare to ship's personnel the presence of a firearm (on their person or in their luggage) will be given the opportunity to dispose of the firearm prior to boarding. Guests who fail to declare the presence of a firearm may be denied boarding.

### **Health**

**Hand Washing** Guests are strongly encouraged to wash their hands with soap and hot water after using the restroom and before eating or handling food. Medical experts say this is one of the best ways to prevent illnesses from starting or spreading.

**Illnesses and Isolation of Guests** Royal Caribbean International follows practices and maintains policies that seek to prevent illnesses from affecting our guests. One of the best ways to prevent the spread of contagious illnesses like gastrointestinal viruses, colds and flu is to wash your hands thoroughly for at least 20 seconds with soap and hot water after using the restroom and again before eating anything. In the event you experience symptoms that indicate a gastrointestinal illness, such as diarrhea or vomiting, or know of someone experiencing these symptoms, you must advise the medical staff immediately. In addition, some gastrointestinal illnesses remain contagious up to 72 hours or more after symptoms subside; therefore, if you or someone you know experienced such an illness just prior to your cruise vacation, you must immediately notify the ship's medical staff. This will permit the crew to take steps to reduce the chance that your illness will spread to others on the ship. Failure to immediately report a contagious illness to the ship's medical staff, or to accurately describe its onset, greatly increases the likelihood the illness will spread to others and is a



violation of this Guest Conduct Policy. In the event of a contagious illness, the ship's crew will take steps to curtail its spread to other guests, including if necessary, steps set forth in the Consequences Section below.

**Fitness to Travel Safely.** Guests with disabilities are not required to travel with another person as a condition to traveling on our ships. However, all guests must consider that crew members are not required to assist guests with personal tasks or personal hygiene needs. (E.g. assisting with eating, dressing, toileting.) Therefore guests requiring assistance with these functions should consider these needs when planning a cruise vacation. If there is a question as to a prospective guest's ability to independently provide for their personal needs or hygiene without being a danger to themselves or others, and the guest plans to travel alone, this situation must be discussed with the company's Access Department prior to booking a cruise vacation. The Access Department can be reached at [Special\\_Needs@rccl.com](mailto:Special_Needs@rccl.com) or by calling 1.866.592.7225. This will allow an individualized assessment of the guest's fitness to travel for the duration of the cruise without personal assistance. Unaccompanied guests attempting to board or found onboard without the ability to independently care for their personal needs will be evaluated to determine if they are fit to safely travel without assistance. Guests who are found unfit to travel may be denied boarding or removed from the ship at the next port of call.

### **Medication**

Guests must ensure that they bring an adequate supply of any medication they require for the entire duration of the cruise. The ship's medical centers may not have a supply of any needed medication and not all medication will be available in the ports of call. Guests must not pack medication in checked luggage to ensure you always have immediate access if needed.

### **Environment**

**Save the Waves® Program and Trash/Waste Disposal** Royal Caribbean International maintains a Save the Waves® Program that focuses on three key principles: Reducing the creation or generation of waste materials; recycling as much as possible; and ensuring proper disposal of remaining waste. Trash should be properly disposed of in containers provided throughout the ship or in wastebaskets provided in each stateroom. Trash or other foreign objects should never be flushed down a toilet and guests are not permitted to discard any item overboard. Guests may not leave items unattended on balconies, as the wind may cause items to fall overboard.

### **Age Policies**

<b>Facility</b>	<b>Age Requirements</b>
Solarium	Age 16 and over*
Adventure Ocean and Teen Facilities	Ages 3 to 17, with age-specific sections.
Theatre	Under 16s must be accompanied by a parent or adult guardian
Pools**	Guests must be fully toilet trained to enter the pools or whirlpools. Therefore, guests in nappies, pull-ups or swimmers may not use the pools or whirlpools, even if accompanied by a parent or adult guardian**
Whirlpools	** Under 16s must be accompanied by a parent or adult guardian**

Ports-of-call	Under 18s must be accompanied by a parent or adult guardian
Bingo / Horse Racing	Under 18s must be accompanied by a parent or adult guardian
Fitness Centre (Gym)	Age 16 and over
Day Spa	Age 18 and over
	Ages 13 to 17 may only be present while participating in scheduled treatments
Adult Night Club / Disco	Age 18 and over (see the alcohol policy)
Casino***	Age 18 and over (except Alaska***)
Ice Skating Rink (Voyager/Freedom family of ships)	Adults and Children of all ages

\* During inclement weather and select hours, the ship may permit the Solarium Pool (if covered) to be used by persons under the age of 16 provided they are directly supervised by a parent or guardian.

\*\* United States Public Health Department Policy (USPH) prohibits persons who are not toilet trained or who use nappies, pull-ups or swimmers from using pools or whirlpools. On the Freedom family of ships, the USPH has approved the Baby Splash Zone for use by children in nappies, pull-ups or swimmers.

\*\*\* For all Alaska itineraries, guests must be 21 years of age or older to gamble in the casino.

### Consequences

Failure to act in accordance with this policy, or if a guest's presence onboard creates a concern for safety or security, may result in:

- Intervention by Security, other management personnel, or law enforcement;
- Removal of certain onboard privileges, which may include being detained, quarantined or confined in a stateroom or holding cell;
- Confiscation of illegal/contraband/prohibited items (may be turned over to law enforcement authorities); -
- Denial of boarding on the current or any future Royal Caribbean International cruise vacation;
- Reporting of incidents to government and law enforcement authorities for follow-on legal action;
- Removal from a ship at the next port of call. Guests removed from a Royal Caribbean International ship pursuant to this policy are responsible for their own accommodations and transportation home, at their expense. Documentation requirements for re-entry into the guest's home country are also the responsibility of the guest.

Establishing and articulating a Guest Conduct Policy helps ensure that all guests are able to enjoy a fantastic, safe and secure cruise vacation experience. Royal Caribbean International appreciates your support of this policy and hopes this will be the best vacation you will ever have.

## 3. Terms & Conditions established by BVBA SPLASH

### General Terms and Conditions:

BVBA SPLASH, with legal address in Belgium, Everberg, Galgenstraat 43, is the organiser and brand owner of the THE CRUISE powered by LA DEMENCE. This company has chartered the Vessel „Explorer of the

Seas“ operated by RCL Cruises Ltd. and is reselling the cabins to the Guests. The “Guest” is each passenger whose name appears in the booking, and/or who uses the ticket for passage on the voyage described in the ticket.

**All the rights, obligations and limitation of liability as set forth under Chapters 1. and 2 here above between the Carrier (RCL Cruises Ltd.) and the Guest, also apply in the relationship between BVBA SPLASH and the Guest.**

The Belgian Law on Package Holidays (21 November 2017) executing Directive 2015/2302 / EU of the European Parliament and of the Council of 25 November 2015 also applies on this contract.

### **Specific Terms and Conditions:**

#### **The price includes:**

7 nights cruise with all meals 24h a day  
Tap water, lemonade, ice tea, tea and filter coffee in the main restaurant and at the buffet  
Port taxes and gratuities for cabin staff  
All parties, shows and entertainment

#### **The price does not include:**

Transportation to and from the cruise port  
Drinks and specialty dining  
Paying activities like Spa, casino, shops and excursions

#### **Payment schedule:**

Upon reservation: €250  
01/09/2019: 25% - €250  
01/11/2019: 25%  
01/02/2020: 25%  
01/05/2020: 25%

#### **Cancellation fees until:**

30/05/2019: €75 per person  
31/10/2019: 25%  
31/01/2020: 50%  
30/04/2020: 75%  
From 01/05/2020: 100%

#### **Name change is possible until 26/06/2020:**

€ 150 per change, plus a possible price increase  
It is not allowed to resell a booking at a higher or lower price than the current published fares.  
Name changes for flights, hotels and transfers depend on the suppliers conditions.  
The passenger and replacement passenger will be jointly and severally liable for this fee and any additional cost incurred by The Cruise as a result of the name change.

#### **Use of Guest Likeness:**

The Guest consents to Carrier's use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind.

**Drugs:**

It is strictly forbidden to bring drugs or other illegal substances on board. Passengers that are found with drugs, or that need medical assistance due to drugs, will be disembarked from the ship as soon as possible. No refund can be claimed by the passenger in such case.

**Fuel Surcharge:**

In case RCL Cruises Ltd imposes a Fuel Surcharge fleet wide for all its guests, including this voyage, the amount shall be determined by RCL Cruises Ltd., but shall not exceed the following limits:

- For the 1<sup>st</sup> and 2<sup>nd</sup> Guests in a stateroom, the Fuel Surcharge shall not exceed USD 10 per day
- The maximum Fuel Surcharge assessment per stateroom or suite shall not exceed USD 140

In case there is a contradiction between the Specific and the General Terms and Conditions, then the Specific will prevail.

**IMPORTANT NOTICE:** Guests are advised to carefully read the Terms and Conditions of the Cruise Contract set above which affect their legal rights and are binding. Acceptance or use of this Contract shall constitute the agreement of Guest to these Terms and Conditions.