

**IMPORTANT NOTICE:** Guests are advised to carefully read and review the Terms and Conditions of the Guest Ticket Contract set out below which affect your legal rights and are binding. The Guest's attention is specifically directed to Clauses 5 and 12 of the Terms and Conditions of the Guest Ticket Contract.

Guests are also advised to carefully read and review Clause 2 and our website at [www.ncl.com/sail-safe](http://www.ncl.com/sail-safe) which contain important terms, conditions, policies, procedures and requirements related to public health and COVID-19.

Acceptance or use of this Contract shall constitute the agreement of Guest to these Terms and Conditions.

## Terms and Conditions – Guest Ticket Contract

### 1. Introduction

- (1) The following Terms and Conditions together with your specific booking information form the basis of your contract of carriage with NCL (Bahamas) Ltd. (also referred to herein as 'NCL'), trading as Norwegian and/or Norwegian Cruise Line, a limited liability company incorporated in Bermuda, and are incorporated into the contract. Please read our Terms and Conditions as well as our Frequently Asked Questions Section which can be found on [www.ncl.com](http://www.ncl.com), carefully as they set out our respective rights and obligations and important information. In addition, our COVID-19 policies and procedures ("COVID-19 Policies and Procedures") are described in Clause 2 below and generally throughout this Contract and on our website at [www.ncl.com/sail-safe](http://www.ncl.com/sail-safe). We reserve the right to revise or amend our COVID-19 Policies and Procedures as required or recommended by governmental agencies and health authorities in the US, UK and other jurisdictions where the Vessel calls. Our COVID-19 Policies and Procedures will be updated as needed and are available on our website at [www.ncl.com/sail-safe](http://www.ncl.com/sail-safe). In the event of any conflict between our COVID-19 Policies and Procedures described herein and those described at [www.ncl.com/sail-safe](http://www.ncl.com/sail-safe), the website policies and procedures shall prevail. All information is believed correct at time of publication but is subject to change.
- (2) Your cruise holiday fare includes all meals in the main dining rooms, snack and buffet restaurants, entertainment on board ship (unless part of a dining entertainment production), numerous activities on-board, the use of many on-board facilities, detailed port briefings, port charges, departure taxes, baggage handling, and where part of your contracted holiday arrangements, flights, hotel stays (room only) and transfers between airport, hotel and ship (for flight inclusive cruises or where purchased at the same time as making your cruise only booking). Not included in your cruise holiday fare (unless otherwise specified at the time of booking) are drinks, service charges, gratuities relating to services, optional programmes or activities such as shore excursions or meals ashore (unless otherwise stated in the itinerary description), personal services, other items available on board, airport transfers where you have booked cruise only (unless purchased at the same time as making your cruise only booking) and any other service not expressly included in your cruise fare. For further information, please see our Frequently Asked Questions section.
- (3) Except where otherwise stated, these Terms and Conditions only apply to cruise only or cruise inclusive holiday arrangements and, where applicable, to the other services (such as airport transfers and other land arrangements) which you book with us before departure and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Terms and Conditions to "cruise", "holiday", "holiday arrangements", "booking", "contract", "package" or "arrangements" mean such holiday arrangements unless otherwise stated. References to "departure" mean the start date of your holiday arrangements.
- (4) Where you book cruise-only arrangements through a tour operator, your contract will be with that tour operator and not us. Your tour operator will be responsible for the proper performance of the contracted services subject to and in accordance with their terms and conditions and you will also be bound by the applicable obligations and limits set out in these Terms and Conditions of carriage. Where you book cruise only arrangements through a travel agent, your contract may be with us or with the travel agent depending

on how your booking is made and whether you purchase other services such as flights from or through the travel agent in connection with your cruise. Where your contract is with your travel agent, their terms and conditions will apply together with these Terms and Conditions. For all cruises which involve international carriage (as defined by the 1974 Athens Convention referred to below), the provisions of EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents (which incorporates certain provisions of the 1974 Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea as amended by the 2002 Protocol ("Athens Convention")) and/or the Athens Convention as referred in clause 12 of these Terms and Conditions will apply to your cruise and the process of getting on or off the ship.

- (5) Directive (EU) 2015/2302 of the European Parliament and of the Council on Package Travel and Linked Travel Arrangements will apply to your contract. Please consult the Directive as incorporated into the local law of your country of residence and for more information on your rights under this Directive please see the link <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015L2302>.
- (6) In these Terms and Conditions, "you", "your" and "Guest" means all or any of the persons named on the booking (including anyone who is added or substituted at a later date). "We", "us", "our", "Norwegian Cruise Line" and "Norwegian" means NCL (Bahamas) Ltd., trading as Norwegian and/or Norwegian Cruise Line, Mountbatten House, Grosvenor Square, Southampton SO15 2JU, Great Britain, phone: 0800 0310 2121, e-mail: [reservations@ncl.com](mailto:reservations@ncl.com).
- (7) If you are a citizen or resident of North Korea (Democratic People's Republic of Korea), Crimea, Cuba, Sudan, Syria or Iran, or any other country against which the United States Department of The Treasury has issued sanctions, please refer to clause 29 of these Terms and Conditions. You will be unable to sail on any of our ships unless you satisfy the requirements set out in clause 29.

## **2. Public Health. COVID-19 Policies and Procedures. Understanding the Risks**

- (1) **Recommended Consultation with Medical Practitioner.** Guests are encouraged to discuss the advisability of travel with their personal medical advisers / travel clinic and to review the EU and/or UK Government websites, the National Travel Health Network and Centre - [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk), the U.S. Centers for Disease Control, and NHS information for updated information. It has been identified that elderly persons and persons with certain chronic medical conditions may be at increased risk of life-threatening complications from being infected with COVID-19. The Guest acknowledges, understands and accepts that while aboard the Vessel, in terminals and boarding areas, or during activities ashore and/or while travelling to or from the Vessel, the Guest or other passengers may be exposed to communicable illnesses, including but not limited to COVID-19 and its variants, influenza, colds, norovirus, and potentially newer diseases not yet known. The Guest further understands and accepts that the risk of exposures to these communicable illnesses and others is inherent in most activities where people interact or share common facilities, is beyond our control, and cannot be eliminated under any circumstances. The Guest knowingly and voluntarily accepts these risks as part of this Ticket Contract, including the risk of serious illness or death arising from such exposures, and/or all related damages, loss, costs and expenses of any nature whatsoever.
- (2) **Agreement to Abide by Current COVID-19 Policies and Procedures.** Our COVID-19 Policies and Procedures are subject to guidance and directives of established health authorities in the US, the UK and other destinations where the Vessel visits, including the CDC and other international, national and local health agencies when the Vessel is within those agencies' jurisdiction. The Guest acknowledges that these directives may change from time to time and that our COVID-19 Policies and Procedures may therefore change. The Guest expressly agrees to comply not only with the COVID-19 Policies and Procedures as they are described herein, but also as they are set out on website at [www.ncl.com/sail-safe](http://www.ncl.com/sail-safe), at all times including pre-embarkation, while onboard, during port calls and shore excursions and/or final disembarkation. In case of any conflict between the COVID-19 Policies and Procedures described herein and on our website, the website prevails. The Guest's agreement to abide by our COVID-19 Policies and Procedures constitutes an integral part of this Ticket Contract. Guest agrees that the COVID-19 policies and procedures herein will also apply to COVID-19 variants and potentially newer diseases or illnesses not yet known.

- (3) **COVID-19 Policies and Procedures.** The Guest understands that our COVID-19 Policies and Procedures may or will include (but are not be limited to): (1) providing an accurate, truthful and complete health questionnaire for each Guest in a form and containing any and all health or travel-related questions as required by us in our sole discretion based on advice received from relevant government or health authorities or medical experts prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Guest followed by a period of isolation until test results are available; (3) modified capacity rules for activities (including but not limited to restaurants, gyms, and entertainment events onboard and for shore excursions) which may limit or eliminate the ability of Guests to participate in particular activities; (4) mandatory use by each Guest (except for children under the age of 2 years) of face coverings in most locations outside of the Guest's cabin while onboard, during embarkation, disembarkation and shore excursions; (5) mandatory social distancing and/or cohorting of Guests at any/all times while on board and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only shore excursions approved by us; (7) mandatory hand-sanitizing by Guests upon entry or exit of any public areas; (8) confinement of Guests to cabins, quarantine or emergency disembarkation of Guests if, in our sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (9) the required completion by Guests in a timely manner of any written authorizations or consent forms required for us to carry out our COVID-19 Policies and Procedures (including but not limited to medical information, medical privacy, or personal data privacy consent forms), and; (10) other policies and procedures deemed by us in our sole discretion to be necessary to reduce the risk of spread of COVID-19.
- (4) **Mandatory Compliance with COVID-19 Policies and Procedures.** Notwithstanding any other provision contained herein or in our refund policy, any non-compliance by Guests or members of a Guest's travelling party with our COVID-19 Policies and Procedures or this Ticket Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in our sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, the Guest shall not be entitled to a refund or compensation of any kind. Guests will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, including for repatriation. Under no circumstances shall we be liable for any damages or expenses whatsoever incurred by any Guest as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by us.
- (5) **Guest Testing Positive for COVID-19 Pre-Cruise.** The Guest agrees that if at any time within 14 days prior to embarkation, the Guest tests positive for COVID-19, exhibits signs or symptoms of COVID-19, has had close contact with a person confirmed or suspected as having COVID-19, or we otherwise determine in our sole discretion that the Guest is unfit to board because of any communicable illness, we will deny boarding to such Guest. Under these circumstances, unless we determine that the Guest has failed to comply with our COVID-19 Policies and Procedures or this Ticket Contract, any Guest denied boarding because of a known or suspected infection with COVID-19 will be entitled to a refund if required by law, or an optional future cruise credit equal in value to the amount the Guest paid to us, subject to the Guest providing verification satisfactory to us of results of tests administered by providers other than those retained by us. For further details, refer to our refund and cancellation policy at [www.ncl.com](http://www.ncl.com). Under no circumstances shall we have any other liability for any compensation or other damages whatsoever, including but not limited to compensation for lodging or travel.
- (6) **Guest Testing Positive for COVID-19 During Cruise.** The Guest understands and agrees that if, after boarding, and even if the Guest has fully complied with all COVID-19 Policies and Procedures, the Guest tests positive for COVID-19 or exhibits signs or symptoms of COVID-19, we may disembark, refuse re-boarding after a shore excursion, or quarantine a Guest as well as members of the Guest's travelling party, or take other steps which we determine, in our sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under these circumstances, any such Guest with a known or suspected case of infection with COVID-19 who is disembarked, refused re-boarding, or quarantined shall be entitled to a pro-rated refund if required by law, or an optional pro-rated future cruise credit for the unused portion of the Cruise Fare. For further details, refer to our refund and cancellation policy at [www.ncl.com](http://www.ncl.com). Each such Guest is responsible for all other related costs and fines, including without limitation travel expense. Under no circumstances shall we be liable to any such Guest for any costs, damages or expenses whatsoever incurred by any Passenger.

### **3. Making your booking**

- (1) You may book with us directly by telephone on 0800 03102121 or via one of our authorised travel agents or our website [www.ncl.com](http://www.ncl.com). Before making a booking, you must ensure that you have read and understood these Terms and Conditions (raising any queries you have with us). You will be asked to confirm you have read the Terms and Conditions before your booking is accepted. The first named person on the booking (“party leader”) must be at least 18 years of age except for bookings on itineraries that begin or end in North America or China or include ports of call in North America or China. For these exceptions the minimum age requirement is 21 years. For guests who are U.S., Canadian, or Chinese, the minimum age requirement is 21 years of age, regardless of itinerary.
- (2) A binding contract between us will come into existence when we confirm your booking and provide a reservation number to you if booking direct or your travel agent receives confirmation of your booking and a reservation number from us by any means or your booking is confirmed by our website. Payment of the required deposit or full payment as applicable and as referred to in clause 4 below must be made directly after conclusion of the contract following the respective payment terms. If payment is not made as required, we are entitled to treat your booking as cancelled and to levy cancellation charges as set out in clause 8 below.

In the event that your card payment is declined after your booking has been confirmed, you must provide an alternative acceptable form of payment within 48 hours of being notified of the declined payment failing which your booking will be automatically cancelled.

- (3) Following confirmation of your booking as above, we will issue a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Where you have provided an e-mail address to us or your travel agent, we will e-mail your confirmation invoice to you. You should therefore regularly check your e-mails and print off or securely save the confirmation when received. Please check this invoice, your tickets and all other documents carefully as soon as you receive them. Contact us immediately if any information appears to be incorrect or incomplete. Please note, all telephone conversations with our reservations department are recorded. If you need to correct the spelling of the name of any Guest or any other incorrectly stated (by us) information, you must do so by contacting us within 7 days of receipt by you of your confirmation invoice providing the correction is made more than 14 days in advance of your departure date. If you are booking within 14 days of departure, you must notify us of any errors (by us) within 48 hours of receiving your confirmation invoice. An administration fee of €50 per person per change will be payable if you wish to correct any name or other incorrect information more than 7 days (or 48 hours for bookings made within 14 days) after receiving your confirmation invoice. This administration fee will also be payable if you wish to make any other alteration to your booking at any time (subject to availability) including where you have given us incorrect information at the time of booking. Other charges may also be payable in addition to the administration fee.
- (4) Guests should note that airlines may not allow name changes or date changes on scheduled flights and that the flight booking may need to be cancelled and rebooked if a name needs to be changed. The rebooking will always be subject to flight availability and to the payment of any charges imposed by the airline which may, in some cases, be the full cost of the ticket.
- (5) Guests can choose to book cruise only with Norwegian and organize travel arrangements to/from the port of embarkation/disembarkation individually. Alternatively, guests can book flights packages through us, which includes air transport, transfers between airport and port and a pre and/or post night in a hotel, if required and depending on the destination. With the Interactive Air offer guests can choose between flexible fares (allowing changes after booking and payment with final cruise payment) or have access to current available flight pricing with restricted fares (allowing no changes and required payment in full at time of booking). The different options and fares are marked accordingly. Guests should pay attention to the conditions of chosen flights when confirming flight bookings.
- (6) We cannot accept any liability if we are not notified of any error or omission in your confirmation invoice within the above time limits. We will do our best to rectify any mistakes made by us which are notified outside these time limits. However, you will be responsible for any costs and expenses involved in doing so.

- (7) Any authorised travel agent through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these Terms and Conditions (other than those applicable under international convention or EU regulation as referred to in clauses 12(5) and 12(6) or to the issue of legal proceedings), receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. All notifications required under international convention or EU regulation must be made to us directly and time limits apply by reference to receipt by us. Our travel agents are not authorised to accept service of any legal proceedings.

#### 4. **Payment**

- (1) In order to confirm your chosen holiday, a deposit is required as follows:

Category/Cruise Length	Deposit*
All Categories regardless of cruise length (Cruise Only and Flexible Fly Cruise Reservations)	20% of travel fare
Restricted Fly Cruise Reservations	20% of travel fare plus full cost of Restricted Air flight

\*or full payment if booking is made after balance due date (see below).

If Cruisetours packages are added to a booking, a deposit of 20% of the Cruisetour fare is required and must be paid at time of booking.

If your reservation includes a Restricted Air flight, a full non-refundable\* payment is due at time of booking. Where you cancel a booking which includes a Restricted Air flight, we will be entitled to apply the relevant cancellation charges to the flights in addition to the applicable cancellation charges set out in clause 8.1 in respect of the rest of the cancelled cruise arrangements. Unless otherwise advised at the time of booking, cancellation of a Restricted Air flight at any time will incur a cancellation charge equivalent to the full cost of the flight.

The applicable cancellation charge for Restricted Air flights will be confirmed at time of booking.

\* This payment will only be refundable in the event that we cancel your reservation or you do so in circumstances where you are entitled to a full refund.

The required deposit/full payment must be paid directly after conclusion of the contract following the respective payment terms. Payments can be done via your travel agent or directly with us with following credit cards: American Express, MasterCard and Visa. When paying by card we require: card number, name on card, expiry date, card holder's postcode and three-digit security code on back of card.

- (2) Where back to back (combined) cruises (more than one cruise in consecutive order) are booked, a deposit will be required for each cruise. The balance of the holiday cost must be received by us not later than the balance due date which is 30 days prior to the scheduled start of the holiday for all cruises. The balance due date will be shown on the confirmation invoice. You must ensure payment reaches us by this date. If we do not receive all payments due in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 8 below will be payable. We reserve the right to cancel any booking and/or deny boarding to any Guest who maintains an outstanding balance in any amount owed. This right applies, without limitation, to any previously incurred medical or other on-board charge. Denial of boarding (which may also apply in respect of any flight) will result in the application of 95% cancellation charges and no payment of refunds or expenses.
- (3) All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we confirm your booking in accordance with clause 3. After that point, your agent will hold the monies on our behalf.

## **5. Law and Jurisdiction**

- (1) We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim"). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the Courts of England and Wales only.
- (2) Changes to these Terms and Conditions will only be valid if agreed by us in writing.

## **6. The cost of your holiday**

We reserve the right to increase or decrease the prices of unsold holidays at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. The price of your chosen holiday will be confirmed at the time of booking.

## **7. Changes by you**

- (1) Should you wish to make any changes to your confirmed holiday, you must notify us as soon as possible and in any event more than 30 days before departure except as set out below in relation to a transfer. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we are able to do so, an amendment fee of €50 per person per change will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Restricted Air flights cannot be changed after confirmation. If your reservation includes a Restricted Air flight, any change will incur a 100% cancellation charge of the flight cost together with the full cost of booking another flight. It may be possible to make changes at a later stage but the costs involved in doing so will be higher.
- (2) If any individual Guest wishes to transfer their individual booking to another person (introduced by you), you may do so provided the person to whom you wish to transfer your individual booking satisfies all conditions which form part of your contract with us. Requests for transfers must be made in writing at least 7 days before departure and must be accompanied by the name and other required details of the person(s) to whom the booking will be transferred. The costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of €50 per person transferring their place must be paid before the transfer can be made. For flight inclusive bookings, you must also pay the charges levied by the airline(s) concerned. Guests should note that airlines may not allow name changes on scheduled flights and that the flight booking may need to be cancelled (with payment of the applicable cancellation charges which may be up to 100% of the flight cost) and rebooked if a name needs to be changed. The rebooking will always be subject to flight availability and to the payment of the full cost of the new ticket. Restricted Air flights cannot be changed after confirmation so a 100% cancellation charge together with the full cost of booking another flight will apply.

## **8. Cancellation by you**

- (1) You may cancel your confirmed booking at any time before departure. Should you need to do so, the party leader (who must be at least 18 - for itineraries that begin or end in North America or China or include ports of call in North America or China the minimum age requirement is 21 years) must immediately telephone us on 0800 0310 2121 during normal working hours. If an individual Guest wishes to cancel their place on the booking (but not the entire booking), that person must telephone us on 0800 0310 2121 during normal working hours. Alternatively, you may notify the travel agent through whom you made your booking of your cancellation. The cancellation may be confirmed by writing to the Guest Services Department, e-mail – [reservations@ncl.com](mailto:reservations@ncl.com). Cancellation charges (as set out below) will apply. In calculating these charges, we have taken account of the period before departure the cancellation is notified to us, expected costs savings arising as a result of your cancellation and the likely generation of income from other bookings made with us which utilise the cancelled services.

Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding taxes, fees, amendment charges and the cost of any Restricted Air flight(s). Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling. Providing we are notified of the cancellation prior to departure, government and port

taxes will be refunded where paid. If you book and cancel back to back cruises, cancellation charges as shown below will be payable in respect of each cruise.

Period before departure notification of cancellation received by us	Cancellation charge per person cancelling*
more than 29 days	20%
28 - 15 days	50%
14 - 8 days	75%
7 days and less+	95%

In case Cruisetours packages are confirmed, following cancellation charges will apply:

Period before departure notification of cancellation received by us	Cancellation charge per person cancelling*
more than 29 days	20%
28 days and less+	95%

\* Applies to 1<sup>st</sup> to 8<sup>th</sup> person, children and infants

+ Also applicable where the Guest fails to turn up for their holiday without any prior notification to us.

NCL will in addition be entitled to levy the relevant cancellation charges applicable to any flights. Unless otherwise advised at the time of booking, cancellation of a Restricted Air flight at any time will incur a cancellation charge equivalent to the full cost of the flight.

The applicable cancellation charge for Restricted Air flights will be confirmed at time of booking.

- (2) Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any travel insurance policy you have. Claims must be made directly to the insurance company concerned.
- (3) Where any cancellation reduces your cabin occupancy or the number of full paying Guests below the number on which the price and/or any discounts or concessions agreed for your booking were based, we will recalculate the holiday cost of the remaining Guest(s) based on the then applicable rate and re-invoice you accordingly.
- (4) We will not make any refunds in respect of any unused element of your holiday, including but not restricted to any cruise portion, hotel accommodation, land-based programme, flights or transfers.

## 9. **Insurance**

- (1) Guests are required as a condition of our accepting your booking to take out adequate and appropriate holiday insurance to cover as a minimum all travel, cancellation, curtailment, medical and repatriation liabilities (including where these arise as a result of circumstances outside your control such as, without limitation, accident or illness or inability to travel for other reasons). You must purchase your travel insurance policy within 14 days of making full payment for your holiday at latest but you are recommended to do so before or at the time of booking.
- (2) Please be aware that any advice against non-essential international travel (including as a result of COVID-19) issued by the UK Foreign, Commonwealth and Development Office (or equivalent authorities outside the UK for citizens of those countries) may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.
- (3) Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable for your particular needs. We do not check the extent or adequacy of the cover provided by any insurance policies.

## **10. Changes and cancellation by us**

### **(1) Pre-departure changes:**

- a. Changes to advertised and confirmed holiday arrangements sometimes have to be made both before and after bookings are confirmed. Most changes to confirmed bookings will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Insignificant changes are likely to include (but are not limited to) a change of confirmed cabin to another within the same cabin category or higher, airline, flight time of less than 12 hours, departure airport to another serving the same city, airport of destination or aircraft (if advised). Please also see clause 10(3) below in respect of the potential impact of COVID-19 or other communicable disease/illness related measures.
- b. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to one or more of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted and agreed to fulfil as part of our contract as referred to in clause 16. All alterations which are not significant in accordance with this clause will be treated as insignificant changes. Alterations may be necessary due to COVID-19 or other communicable disease/illness related measures – see clause 10(3) below. Such alterations are unlikely to constitute a significant change.
- c. In the event that we have to significantly alter any of the main characteristics of your confirmed holiday arrangements or accepted special requirements before departure, we will provide you with the following information in writing as soon as possible:
  - (i) the proposed alteration(s) and any impact they have on the price of your holiday;
  - (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday we are able to offer and the applicable price (where this is of a lower quality or cost, there will be a price reduction);
  - (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday offered; and
  - (iv) the period within which you must inform us of your decision and what will happen if you don't do so (this period will depend on how quickly we need your response).
- d. If you choose to cancel your booking in accordance with clause 10(1) c, we will refund all payments you have made to us within the period prescribed by the legislation applicable at the relevant time from the date the cancellation takes effect and terminates the contract (which will usually be the date we or the travel agent through whom you made your booking send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within the period prescribed by the legislation applicable at the relevant time from the effective date of termination of the contract as referred to above. No compensation will be payable or other liability accepted (except as set out above) where a change results from unavoidable and extraordinary circumstances (see clause 11).

### **(2) Pre-departure cancellation:**

- a. Occasionally, it may be necessary to cancel confirmed holiday arrangements. In the event we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 11) and we notify you of this as soon as reasonably possible, we have the right to terminate your contract. In this situation, we will refund all monies you have paid to us within the period prescribed by the legislation applicable at the relevant time from the effective date of cancellation (see clause 10(1)d) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled.
- b. Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances as set out in clause 10(2)a and we exercise our right to cancel as a result. Without limitation, you will



not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home / local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. The issue of official advice or recommendations against non-essential travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your contracted holiday arrangements. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

- c. In the event that unavoidable and extraordinary circumstances (see clause 11) occur in the place where your cruise is due to take place or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred amendment or cancellation charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid within the period prescribed by the legislation applicable at the relevant time. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

- (3) Pre and post-departure changes – COVID-19 or other communicable/illness related measures:  
Any impact which COVID-19 or other communicable/illness related measures / action has on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result (see also clause 2).
- (4) Flight delay and cancellation:  
If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party for which the airline is responsible in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline.

## **11. Unavoidable and extraordinary circumstances**

In these Terms and Conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Except where otherwise expressly stated in these Terms and Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 12(2) below) as a result of unavoidable and extraordinary circumstances. Such circumstances will usually include (whether actual or threatened) war, riot, civil unrest, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions (including hurricanes), epidemics, fire and closure or restriction of airspace, airports and ports. Unavoidable and extraordinary circumstances will also include the UK Foreign, Commonwealth and

Development Office ([www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)) or other EU foreign ministry advising against all travel or all but essential travel to any country, region or destination. In the event of different advice being given by EU governments, we will follow the advice given by the UK Foreign, Commonwealth and Development Office. Unavoidable and extraordinary circumstances also include COVID-19 or other communicable disease/illness and their impact, such as travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects.

## **12. Our Liability to you**

- (1) Subject to clauses 12(5) and 12(6) below, we promise to make sure that the holiday arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Terms and Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). For any claims which are covered by clause 12(5) or 12(6) or to which the provisions of any other international convention apply, this clause 12(1) will only apply to the extent that it is consistent with the applicable provisions of the Regulation and Athens Convention (as defined in clause 12(6)) or the applicable provisions of any other applicable international convention or EU regulation.
- (2) We will not be responsible, and you will not be entitled to any compensation, for any injury, illness, death, loss (including without limitation loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following:
  - (i) the act(s) and/or omission(s) of the Guest(s) affected; or
  - (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday or
  - (iii) unavoidable and extraordinary circumstances as defined in clause 11 above
- (3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us as forming part of your holiday and we have not agreed to arrange them as part of our contract. Please also see clause 17 "Shore excursions and brochure information". In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care and we do not have any greater or different liability to you.
- (4) Our liability is limited in accordance with clauses 12(5) and 12(6). Subject to clauses 12(5) and 12(6) and as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total cost of your holiday (excluding any insurance premiums or amendment / cancellation charges) paid by or on behalf of the person(s) affected in total.
- (5) Where any claim or part of a claim (including those involving death or personal injury) concerns or arises from any flight arrangements (including without limitation, the process of getting on and/or off the aircraft concerned) to which any international convention or EU regulation applies where we have arranged the flight as part of our contract (whether or not as part of a flight inclusive package), our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as set out in this clause 12(5). The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is limited to the most we or the carrier concerned would have to pay under the international convention or EU regulation which applies to the flight or claim in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by

air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air). Where we or the carrier is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation), we are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we will deduct any amount which you have received or are entitled to receive from the airline for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline and for the commencement of proceedings in respect of any claim.

(6)

a. EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents (“Regulation”) became applicable in the EU and EEA States on 31 December 2012. It incorporates, implements and extends certain provisions of the 1974 Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea as amended by the 2002 Protocol (“Athens Convention”). References in these Terms and Conditions to the Athens Convention mean those provisions of the Athens Convention which the Regulation incorporates, implements and extends unless the context otherwise requires. The Regulation and the Athens Convention apply to international carriage as defined by the Athens Convention. Where applicable, the Regulation and the Athens Convention apply to the cruise element of your holiday as well as the process of getting on or off the ship concerned in accordance with the provisions of the Athens Convention (“course of carriage”). We are the carrier for the purposes of the Regulation and the Athens Convention. The Regulation and the Athens Convention covers the liability of the carrier in respect of passengers, their luggage and their vehicles as well as mobility equipment, in the event of accidents during the course of carriage. It does not affect the right of carriers to limit their liability for accidents in accordance with the International Convention on Limitation of Liability for Maritime Claims of 1976, as amended by the 1996 Protocol in its up to date form. Accidents under the Regulation and the Athens Convention include both 'shipping' and 'non-shipping' incidents in the course of the carriage. A “shipping incident” means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship. A “non-shipping incident” means any incident which is not a shipping incident.

b. For any claim arising during the course of carriage, the only liability we have to you is in accordance with the Regulation and the Athens Convention where applicable. This includes claims involving death or personal injury or loss of or damage to luggage or any mobility equipment or other specific equipment used by a guest with reduced mobility (“mobility equipment”). This means you are not entitled to make any claim against us which arises in the course of carriage which is not expressly permitted by the Regulation and the Athens Convention or which is in excess of the limits provided by the Regulation and the Athens Convention where applicable. Any claims covered by the Regulation and the Athens Convention must be made within the time limits set out in the Athens Convention (see below). Any proceedings must be issued within the maximum time limit specified by the Athens Convention.

**A brief summary of our liability under the Regulation and the Athens Conventions where applicable is set out below.**

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Personal injury or death

The Athens Convention limits the maximum amount we as the carrier may have to pay if we are found liable in the event of death or personal injury occurring during the course of carriage. Different limits and bases for liability apply depending on whether the death or personal injury results from a shipping incident or a non-shipping incident. For a shipping incident, the passenger has a right to compensation from the carrier or the carrier's insurance provider of up to 250,000 SDR (approximately £266,000 or €304.000 as at 22 June 2018) in any event, with the exception of circumstances beyond the carrier's control (i.e. act of war, natural disaster, act of a third party). Compensation arising from a shipping incident can go up to 400,000 SDR (approximately £425,000 or €486.000 as at 22 June 2018) unless the carrier proves that the incident occurred without his fault or neglect. For a non-shipping incident, the passenger has a right to compensation from the carrier or the carrier's insurance provider of up to 400,000 SDR (approximately £425,000 or €486.000 as at 22 June 2018), if he/she proves that the incident was the result of the carrier's fault or neglect. In certain circumstances, we will not be liable for death or personal injury which arises in the course of the carriage.

### Luggage

The Athens Convention also limits the maximum amount we as the carrier may have to pay where loss of or damage to luggage occurs during the course of carriage. Different bases for liability apply depending on whether the loss or damage results from a shipping incident or a non-shipping incident. Cabin luggage is luggage which the passenger has in his cabin or otherwise in his possession, custody or control. Luggage does not include mobility equipment which is dealt with below. Loss of or damage to luggage includes expenses which result from the luggage not having been re-delivered to the passenger within a reasonable time of the arrival of the ship on which the luggage was carried or should have been carried but does not include delays resulting from any labour disputes.

For loss or damage caused by a shipping incident, the passenger has a right to compensation from the carrier of up to 2,250 SDR (approximately £2,400 or €2.700 as at 22 June 2018) for cabin luggage and, up to 3,375 SDR (approximately £3,600 or €4.100 as at 22 June 2018) for other luggage unless the carrier proves that the incident occurred without his fault or neglect. For loss or damage caused by a non- shipping incident, the passenger has a right to compensation from the carrier of up to 2,250 SDR (approximately £2,400 or €2.700 as at 22 June 2018) for cabin luggage and, up to 3,375 SDR (approximately £3,600 or €4.100 as at 22 June 2018) for other luggage, if he/she proves that the incident was the result of the carrier's fault or neglect.

### Valuable or important items

All valuable and important items (for example, money, jewellery, medicines, fragile items, important travel and other documents, video/camera/computer equipment, other valuables etc.) must be carried by hand and not packed in your luggage and/or left unsecured in your cabin or elsewhere on board the ship, on any other transport or in any other accommodation. Special care must be taken of such items. For your protection, once on board the ship or during any hotel stay, all valuable and important items must be left in your cabin or hotel room mini-safe where available or deposited with your hotel's reception if they undertake the safekeeping of such items when they are not being personally worn or carried by you. Please, however, bear in mind that no mini-safe is totally secure and consider carefully whether you need to bring the items in question with you on holiday. If a valuable or important item is lost, damaged or stolen, we are entitled to argue, where appropriate, that you should not have brought the item on holiday. We will not in any event be liable for loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art or other valuables. You are strongly advised to take out appropriate and adequate insurance to protect all valuable and important items.

Please note, we do not have the facility aboard any of our ships to accept any valuables for safe-keeping. In accordance with the Athens Convention, we cannot therefore accept liability for the loss of or damage to any valuables you bring on holiday with you. Placing valuables in a cabin mini-safe is not depositing them with us for safe-keeping for the purposes of the Athens Convention.

Without prejudice to the above, in the event that we are found liable for loss of or damage to any valuables on any basis, the most we will have to pay you in respect of such loss or damage is the maximum payable under the Athens Convention for valuables deposited with us for the agreed purpose of safe-keeping. This maximum is 3,375 SDR per person (approximately £3,600 or €4.100 as at 22 June 2018).

### Mobility equipment

The Regulation and Athens Convention also limits the maximum amount we as the carrier have to pay where loss of or damage to mobility equipment occurs during the course of carriage. For loss or damage caused by a shipping incident, the passenger has a right to compensation from the carrier corresponding to the replacement value or the repair costs of the equipment concerned, unless the carrier proves that the incident occurred without his fault or neglect. For loss or damage caused by a non-shipping incident, the passenger has a right to compensation from the carrier corresponding to the replacement value or the repair costs of the equipment concerned, if he/she proves that the incident was the result of the carrier's fault or neglect.

### Advance payment in the event of a shipping incident

In case of death or personal injury caused by a shipping incident, the passenger or other person entitled to damages has a right to an advance payment to cover immediate economic needs. The payment shall be calculated on the basis of the damage suffered, shall be made within 15 days and shall not be less than €21.000 Euros (approximately £18,400 as at 22 June 2018) in the event of death.

Time limits

Any damage to cabin or other luggage, which is apparent, must be notified to us in writing before or, at latest, at the time of disembarkation from the ship for cabin luggage or at the time of re-delivery for other luggage. Any damage which is not apparent or loss of cabin or other luggage must be notified to us in writing within 15 days of disembarkation from the ship or re-delivery (or scheduled re-delivery in the event of loss).

If the passenger fails to comply with the above, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged. The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

Please also note that strict time limits apply for the commencements of proceedings in respect of any claim for damages arising from death or personal injury of a passenger or for loss of or damage to luggage. Any such claim will generally be time-barred after 2 years. The commencement date of this limitation period is usually calculated from the passenger's date of disembarkation. The limitation period may be suspended or interrupted in accordance with the national law of the court dealing with a claim but no action may be brought under the Athens Convention later than 5 years from the date of disembarkation (or in the event of death, the date disembarkation should have taken place) or, if earlier, 3 years from the date the passenger knew or ought reasonably to have known of the injury, loss or damage.

Exemptions concerning liability

Liability of the carrier can be reduced, in part or entirely, if he proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger.

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- (7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any nature which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not reasonably have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any losses or expenses relating to any business.

**13. Complaints**

- (1) In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform us or the supplier of the service(s) in question (if not us). Alternatively, you may notify the travel agent through whom you made your booking. All notifications must be in writing and given to our Customer Relations Desk or the supplier of the service concerned. If you remain dissatisfied, you must write to us within 28 days of the end of your holiday (or for damage to or loss of luggage within the time limits specified in clause 12(6) above) giving your booking reference and full details of your complaint. Only the party leader should write to us. If you wish to issue any claim proceedings against us you must also comply with the time limits for issuing claims where applicable. For all claims and subject to clause 12(4) we cannot accept any liability if you fail to follow the procedures set out above.
- (2) We will provide assistance on <https://www.ncl.com/case-submission> or you can contact our Guest Services Department at 0800 0310 2121.

**14. Damage and behaviour**

- (1) When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made to us or to the supplier concerned as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us by any third party in connection with any such damage or loss and all costs incurred by us (including our own full legal costs and those of any such third party) as a result of your actions. We strongly recommend you have appropriate travel insurance to protect you against such liabilities.

- (2) We expect all guests to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of the ship's Master, any Guest behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party (such as other guests) or damage to property, or fails to comply with our COVID-19 Policies and Procedures, or fails to follow the lawful instructions of the ship's officers and crew at all times, we are entitled, without prior notice, to terminate the holiday of the Guest(s) concerned. In this situation, the Guest(s) concerned will be required to leave the ship or, if applicable other accommodation or service. We will have no further responsibility toward such Guest(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. See also clause 2(4) - Mandatory Compliance with COVID-19 Policies.

**15. Conditions of suppliers**

Some of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, often in accordance with applicable international conventions or regulations (see clause 12(5)). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

**16. Special requests, reduced mobility, disabilities, medical conditions and children**

- (1) If you have any special request, you must advise us at the time of booking. Although we will endeavour to meet any special request (or pass any reasonable requests on to the relevant supplier where the special request does not relate to the cruise element of your holiday), we regret we cannot guarantee any request will be met unless specifically confirmed on your confirmation invoice as a special requirement which we have accepted. Except where so confirmed, failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Any special requirement which we have accepted will be specifically confirmed as accepted on your confirmation invoice.
- (2) The information you are provided with about your holiday (which may be on our website, in our brochures or elsewhere) before you make your booking will include a general indication of the suitability of the holiday for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements will vary considerably. If any Guest suffers from reduced mobility or any medical condition or disability which may affect your holiday, please give us full details before booking so that we can provide you with precise information as to the suitability of the holiday taking into account your specific needs. We may require a doctor's certificate or other documentation, information or waiver relating to such reduced mobility, condition or disability as we reasonably consider necessary. In any event, you must give us full details in writing (including details of any medical or mobility equipment such as a wheelchair which you will or may need to bring with you) at the time of booking and whenever any change in your mobility, condition or disability occurs. You must also promptly advise us if any reduced mobility, medical condition or disability which may affect your holiday develops after your booking has been confirmed. In the event that you require assistance with embarking or disembarking from the ship as a result of your reduced mobility or disability, please advise us at the time of booking if possible but in any event no later than 48 hours before the assistance is required. Please contact our Guest Services department with your request.
- (3) Your attention is drawn to clause 2 – Public Health, COVID-19 Policies and Procedures, Understanding the Risks. You acknowledge that medical care while on a cruise ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Certain international safety requirements, shipbuilding requirements and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Guests requiring the use of a wheelchair must provide their own as any wheelchairs available on the vessel are for emergency use only. For the convenience and comfort of such Guests, they are strongly encouraged to bring a collapsible wheelchair. Guests are advised that standard cabins are not designed to be barrier free and wheelchair accessible. You must be physically and mentally capable of undertaking the holiday. You must be self-

sufficient or must travel with a companion able to provide any assistance needed during the holiday. Expectant mothers in or over their 24th week of pregnancy, at the time of sailing, cannot travel on board the ship.

- (4) Guests may not be able to participate in certain activities or programs either on board the ship or onshore at ports of call if to do so would create a risk of harm to themselves or any other person.
- (5) Infants sailing on board a Norwegian vessel must be at least six months of age at the time of sailing. However, for voyages that have 3 or more consecutive days at sea, the infant must be at least 12 months old at time of sailing.
- (6) Any Guest under the age of 18 who is not travelling with their own parent or guardian (but is for example, accompanied by grandparents, other relatives or friends), must have a signed parental or guardian consent form, signed by both parents or guardians, or a certified explanation if the consent of only one parent or guardian is available, which authorises travel and medical treatment in the event of an emergency. The original signed form (a copy is not acceptable) must be presented to a Norwegian Cruise Line representative at the pier during check-in, along with a copy of both parents' driving licence or passport. Failure to do so may result in the Guest being refused boarding. In this case, no refund will be provided and no expenses, costs or other sums of any description will be paid.

#### **17. Shore excursions and brochure information**

- (1) The information contained in our brochures is correct to the best of our knowledge at the time of the brochure going to print. We may provide you with information (in our brochure, on our website and/or when you are on holiday) about shore excursions which are available for you to purchase on board ship. Subject to availability, you can generally book places on advertised shore excursions in advance or you may register for these on-line. The applicable details of all shore excursions (including departure times) are subject to change and excursions may on occasions be cancelled. Shore excursions are capacity controlled on a first come first served basis. Requested excursions may not be available at time of booking. Some shore excursions are subject to cancellation if a minimum number of participants is not achieved.
- (2) Except where included in the cost of your cruise booking or purchased at the same time as you make your cruise booking ("included shore excursions"), shore excursions do not form part of your cruise only or cruise inclusive holiday arrangements and these Terms and Conditions (other than this clause 17 and clause 12(6)) do not apply them. They are arranged and provided by operators who are wholly independent of us. You will have a separate contract with us for any shore excursion(s) you book which are not included shore excursions. Under this contract, we accept responsibility for selecting reputable operators to arrange and provide your excursion but will not be liable for the excursion itself or for the acts or omissions of the operator or any of its employees, agents, suppliers or sub-contractors or any other person(s) connected with the excursion (other than our own employees). In the event that we are found liable for the excursion on any basis, we are entitled to rely on all limitations and exclusions of liability contained or referred to in these Terms and Conditions. Included shore excursions form part of your holiday contract with us and are subject to these Terms and Conditions. Our COVID-19 Policies and Procedures apply to shore excursions and Guests must comply with them at all times. Any non-compliance shall be grounds for refusal to re-board after going ashore, quarantine onboard the Vessel, disembarkation, reporting to governmental or health authorities, or other steps deemed necessary in our sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, the Guest shall not be entitled to a refund or compensation of any kind. Guests will be responsible for all related costs, fines, expenses and for proper travel documentation for any port, including for repatriation, and we shall have no liability whatsoever to the Guest as a result of such steps taken by us (see clause 2).
- (3) We cannot guarantee accuracy at all times of information given in relation to any shore excursions or about the port/area you are visiting generally or that any particular excursion will take place. Failure to operate/cancellation of any particular shore excursion(s) does not constitute a significant change to your holiday arrangements and does not entitle you to any compensation other than a refund of the cost of the excursion(s) concerned where you have paid. Similarly, any liability we are found to have in relation to

any shore excursion is limited to the cost of the particular excursion concerned. Subject to these Terms and Conditions, we do not limit or exclude our liability for death or personal injury arising from our negligence.

## **18. Passports, visas and health requirements**

- (1) EU citizens require a full EU passport in order to take any of the holidays shown in our brochures or on our website. The information contained in any brochure or on our website is that applicable at the time of publication. Entry requirements for the USA for EU citizens holding an EU passport are shown on our website. Where a visa is required by EU citizens holding an EU passport for entry into any other country, the relevant information is shown on the page featuring the cruise in question or elsewhere on our website. If you are not an EU citizen or do not hold an EU citizen's passport, you must check the passport and visa requirements applicable to your chosen holiday (including all countries to or through which you intend to travel) and ensure you comply with them, the relevant information can be found here: CIBTvisas (<http://cibtvisas.de/leisure-eu-splash>). The required visas can also be requested via the visa and passport service provider CIBTvisas (<http://cibtvisas.de/leisure-eu-splash>). Information on entry requirements for the USA is available at <http://travel.state.gov>. For entry into other countries, please contact the embassy or consulate of the country(ies) concerned. All guests, including EU citizens, must check entry and other official requirements for all countries to or through which you are travelling, as well as any requirements applicable on your return to your home country, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice close to departure) as a result of COVID-19, its variants, or other potential communicable diseases and/or illnesses. You must also keep up to date with this information while you are away.
- (2) The time involved in obtaining any EU citizen's passport will vary and you should check the position with the relevant passport agency. Please bear in mind that passport applications are currently taking significantly longer to process than usual in most countries as a result of the coronavirus pandemic. Please ensure you check the latest position on applying for or renewing a passport at the earliest opportunity,
- (3) In order to enter the USA, every person travelling (including children) must have a visa unless they qualify for the Visa Waiver Program (VWP). Most British / EU holidaymakers will qualify for the VWP but please see the important note below. All visitors to the US (including children) who are eligible for the VWP must apply for authorisation to travel to the US in advance in accordance with the Electronic System for Travel Authorisation (ESTA). You must complete an online application for authorization to travel on the ESTA website (details below) at least 72 hours before your flight or sailing to the US departs but you are recommended to apply earlier. Providing the application is accepted, you will be provided with approval via the website. Approval is usually provided very quickly but can take up to 72 hours if data needs to be checked. You should make a note of the ESTA approval number when you receive it.
- (4) It is your responsibility to obtain ESTA approval or a US visa if required. If you fail to obtain authorisation to travel through the ESTA website or a US visa in advance of travel, you will not be allowed on your outbound flight or sailing to the US. Full cancellation charges will then apply.

The ESTA website can be found at <https://esta.cbp.dhs.gov/esta>.

Important note: Not all EU visitors to the USA will qualify for the Visa Waiver Program. You will need to apply for a visa if you have ever been arrested (even if you were not convicted of an offence) or have a criminal record of any description. Other exceptions also apply. EU citizens should make enquiries with the US embassy or consulate in their country of residence. Visa requirements may change. Further information on entry requirements for the USA are available at <http://travel.state.gov>. You must also check entry requirements at the time of booking and in good time before departure as requirements may change.

- (5) Current entry requirements for minors into Canada and the U.S. – Adults travelling with minors under the age of 18 into the U.S. who are not the minor's parents or legal guardian must be in possession of a notarised parental/guardian consent letter that authorises the minor's travel and medical treatment in cases of emergency. Minors under 21 not travelling with both parents into Canada must have in their



possession a notarised letter, which includes the actual dates of travel and signatures of both parents, indicating the name of the person(s) with whom the minor is travelling, and granting them permission to escort the minor.

- (6) It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those which are introduced to deal with COVID-19, its variants, and any other communicable disease and/or illness) in good time before departure. Details should be available from your doctor / travel clinic. Information is also available from the National Travel Health Network and Centre [www.travelhealthpro.org.uk](http://www.travelhealthpro.org.uk) and on [www.nhs.uk/livewell/travelhealth](http://www.nhs.uk/livewell/travelhealth) or your local EU governmental website. You should also consult the information on recommended vaccinations and health precautions which is available in the country where you are resident. If you are a citizen of an EU/EEA country and are visiting an EU/EEA country, you should obtain an EHIC (European Health Insurance Card) or equivalent in your home country prior to departure. An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than six weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information. Please be aware that there may be enhanced screening/monitoring at exit and entry points in the UK, throughout Europe, and overseas which may delay embarkation or disembarkation. In certain situations, and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival.
- (7) It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents, as required by any governmental authority, and as required by our COVID-19 Policies and Procedures (as described in clause 2) before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/COVID-19 related ones). If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on or passed onto us or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred to in clause 8.
- (8) Contagious or Infectious Diseases other than COVID-19: We may refuse to embark or may disembark, or refuse to reboard after going ashore or confine to cabin any Guest at any port who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by immigration or other governmental authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other guests or the crew. In such cases the Guest concerned shall not be entitled to any refund of the holiday cost or compensation of any kind. Additionally, we will have no liability for any costs or expenses they incur as a result. In cases of quarantine of the ship involving detention of guests, each Guest must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred in respect of the Guest.
- (9) The UK Foreign, Commonwealth and Development Office or other EU foreign ministry, may have issued information and advice which is relevant to your holiday. You are strongly recommended to read this before booking as well as close to and in good time prior to departure. Please visit <http://www.gov.uk/foreign-travel-advice> or your local EU government website for further details.

## **19. Secure Flight Passenger Data and Advance Passenger Information**

- (1) For security reasons, the United States, most European and many other countries now require airlines to provide information about their passengers before they fly. This may be referred to as Secure Flight Passenger Data (SFPD) or Advance Passenger Information (API). Where you make a flight inclusive booking with NCL, we need to collect this information on the airline's behalf.



Full name as it appears on your passport (including any middle name(s))  
Date of birth  
Gender  
Passport number and other details  
Redress number where applicable (see below\*)

Other information may also be required.

\*A redress number is a number which passengers who have previously encountered misidentification when flying or attempting to fly in or to the United States can apply for in the US so as to avoid future problems.

For further information on SFPD (including redress numbers), see [www.tsa.gov/SecureFlight](http://www.tsa.gov/SecureFlight).

- (2) The above information must be provided at the time of booking a flight inclusive holiday with NCL or, if not provided at the time of booking, immediately on request. Failure to do so, or the provision of inaccurate or incomplete details, will result in our being unable to take your booking, your booking being cancelled or your being denied boarding on your flight or entry into the US and/or any other country(ies) to which the requirement applies, as applicable. Cancellation charges will then apply and you will be responsible for all costs, expenses, fines and other sums which are incurred by you, NCL and/or the airline as a result.
- (3) Where you book cruise only with us, you are responsible for providing the above information to the airline, if booking direct, or to your travel agent or tour operator, when requested to do so for all flights for which SFPD or API is required. If, as a result of failure to provide information when required or the provision of inaccurate or incomplete details, you are unable to take your NCL cruise, cancellation charges will apply as set out in our Terms and Conditions.

Please note: the provision of SFPD or API is a separate requirement to the Electronic System for Travel Authorisation or ESTA – see clause 18 of our Terms and Conditions.

## **20. Financial security**

- (1) Insurance has been arranged with International Passenger Protection Ltd. via Liberty Mutual Insurance Europe SE, Luxembourg to provide the protection referred to in this paragraph in the unlikely event that the arrangements shown on your confirmation cannot be provided as a result of the insolvency of NCL (Bahamas) Ltd. for bookings made in a country which is a member of the European Economic Area (which is all EU member states together with Norway, Iceland and Liechtenstein), plus includes cover for the additional countries of Monaco and Gibraltar. For Switzerland, insurance has been arranged with International Passenger Protection Ltd. via Liberty Managing Agency Limited, United Kingdom. This insurance will ensure you receive a refund of the price paid (if you have yet to travel) or reimbursement of necessary expenses you are forced to incur in order to return home (where your contracted arrangements include return travel). For further information, please refer to the insurance certificate provided for your booking.
- (2) We are also bonded with the Federal Maritime Commission in the USA.

## **21. Delay and deviation**

- (1) Subject to the requirements of EU Regulation 1177/2010, we regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to unavoidable and extraordinary circumstances (see clause 11).
- (2) At all times the Master (whether acting alone or on advice from others) has liberty to direct the movements of the ship, including the right to proceed without pilots and tow. The ship also has liberty to deviate from the advertised route and/or schedule, and to call or omit, advance or delay calling at any port or place to tow and assist vessels and to offer or render assistance to preserve life or property or for any other reason or purpose which in the judgment of the Master of the ship (whether alone or acting on advice from others) is reasonable including, but not limited to, weather conditions, operational matters, the medical condition of anyone on board, the safety, comfort or convenience of guests and any measures, actions, precautions

or requirements which may have been introduced as result of COVID-19, or any other health emergency. Such deviation shall not give rise to any liability on our part and shall not represent a significant change to the holiday.

## **22. Flights**

- (1) In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm).
- (2) We are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking if your holiday is flight inclusive. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.
- (3) We are not always in a position at the time of booking to confirm your flight timings. The flight timings on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your e-tickets which will be available approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets are made available – we will contact you as soon as possible if this occurs.
- (4) Any change in the identity of the carrier, your departure airport, flight routing or flight timings will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these Terms and Conditions.
- (5) If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 9 (Changes and cancellation by us) will apply.
- (6) It is the responsibility of the Guest to a) check their baggage allowance for all flights; if you are booked on different carrier(s) or in a different class of travel to/from the ship, your baggage allowance may differ between flights – please ensure you check the airline websites of each carrier in your itinerary; b) check the departure and arrival terminals of all flights; c) ensure you arrive at check-in and departure gate by the appropriate time with all proper and necessary documentation. Due to airline restrictions, we are not always authorised to pre-reserve seats for our Guests. We are not responsible for pre-assigned seating prior to flight departures for any reason. Guests are advised to contact the airline(s) directly to confirm pre-assigned seating. Some airlines will allow pre-assigned seating requests only once the ticket has been issued and may make an additional charge for this service. Airline tickets can only be issued on receipt of full payment for the cruise holiday. We/the airline will endeavour to satisfy any special service(s) requests such as adding frequent flyer numbers, requesting special meals or mobility assistance. Some airlines restrict the accumulation and/or use of frequent flyer miles in conjunction with the fares we use. Guests are at all times responsible for paying all service fees imposed by the airlines. These fees are at all times non-refundable.
- (7) Please note: you are subject to and bound by the terms and conditions of the airline which operates your flight. These can be viewed on the airline's website. If you breach or fail to comply with the airline's terms and conditions or become liable to make any payment to the airline and the airline as a result seeks payment of any sum from us, we will be entitled to claim that payment from you.
- (8) Airlines limit their liability in accordance with applicable international convention and regulation.

## **23. Embarkation Times**

You must comply with the boarding requirements detailed in our Frequently Asked Questions on our website or otherwise advised to you. If you need assistance with embarkation or disembarkation as a

result of reduced mobility or a disability, please see clause 16. If you do not arrive to embark on time at any port or place then we shall have no liability in respect of the consequences. We shall not be obliged to delay departure or deviate from the intended itinerary and you must bear any and all costs arising as a result. Costs associated with transportation to rejoin the ship such as, but not limited to, travel costs, government fees, visa fees, subsistence, accommodation, air fare, launch fare, car hire or agency fees must be borne by you.

#### **24. Fares and Extra Services**

- (1) Services and goods provided during the holiday and any port or airport charges and taxes which are not included in the confirmed holiday price must be paid by you. Additionally, unless otherwise specified at the time of booking, fares do not include travel insurance, drinks, service charges, gratuities relating to services, hotel meals, shore excursions, connecting regional flights (unless booked with us at the same time as you make your cruise booking), personal expenses, dining at certain on-board restaurants and any other item not expressly included in the fare. Fares published are guideline prices, may be subject to change at any time and are subject to availability. Except where indicated, advertised fares are per person, based on double/twin occupancy and include relevant government fees and taxes in the amounts current and applicable at the time of publication.
- (2) Where services or goods are provided on board the ship, payment must be made before you disembark. Without prejudice to any lien over your goods, you agree that we shall be entitled to prevent any baggage or goods belonging to or travelling with you from leaving the ship until all sums owed to us by you have been paid in full.

#### **25. Documentation**

You must have received all vaccinations necessary for the holiday in good time prior to the commencement of your holiday and you must have available for production as required during the holiday your passenger ticket, valid as required for the holiday, passport, visas, medical card, vaccination record and any other documents, including those which are as required by any governmental authority, and as required by our COVID-19 Policies and Procedures (as described in clause 2) necessary for the scheduled ports of call and disembarkation. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/COVID-19 related ones). If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on or passed onto us or expenses being incurred by us, you will be responsible for reimbursing us accordingly (see also clause 18(7)).

#### **26. Guests' Property and Luggage Restrictions**

- (1) You are subject to any and all baggage restrictions applied by any carriers during the holiday, including air and land carriers. You are responsible for checking these prior to departure and accept responsibility for any baggage disallowed or additional charges caused by restrictions including any excess baggage charges levied by any air carrier. Our requirements for cruises are as follows. Only such clothes, effects and gifts as are appropriate for the cruise may be brought on board by each Guest. Each Guest may bring on board two pieces of baggage, with each piece weighing a maximum of 20 KG. Each piece of baggage must be distinctly labelled with the Guest's name, name of the ship, cabin number and sailing date. Any Guest wishing to bring on board baggage in excess of 40 KG in total must seek prior approval from us.
- (2) You must not carry firearms, explosives, substances which may be illegal in certain jurisdictions, flammable materials or other hazardous or illegal items. Any such items or noxious substance in your possession on embarkation shall immediately be surrendered to an appropriate member of staff and may be confiscated, destroyed or surrendered to authorities. You must not bring on board any intoxicating liquors or beverages or any drugs. Any such items in your possession on embarkation shall immediately be surrendered to the ship's Master. You shall have no claim for any loss or inconvenience incurred.
- (3) The ship's Master or any crew member acting under the authority of the Master shall be entitled to enter

the Stateroom occupied by any Guest for the purposes of searching for controlled or prohibited substances or for purposes connected with repair, maintenance work, security or safety. The Guest agrees to submit to any personal search or search of luggage and goods where such search is reasonably required by us or any supplier in the interests of security or safety or by any third party acting with appropriate authority.

- (4) You must place luggage not retained in a Stateroom in the ship's baggage room or safe and obtain a receipt from us for that luggage. You must ensure that no valuable or important items are left in such luggage – see clause 12(6).
- (5) During any transfer of luggage, including upon departure from any hotel or airport, arrival at any new destination or upon change of vehicle or means of transport, it is your responsibility to identify your luggage and ensure it is dealt with as may be appropriate for delivery to the next destination. Any property left on a ship at final destination may be stored and repatriated at the Guest's expense.
- (6) Pets, birds, livestock and other animals are not allowed on board the ship. Disabled Guests and Guests with reduced mobility may, however, bring their registered assistance dog with them provided they comply with all applicable requirements (including any imposed by the Guest's country of residence or your airline). Please advise us at the time of booking if you wish to bring a registered assistance dog with you.

## **27. Overseas Airport/Port Transfers**

- (1) For some cruises, you can book transfers between the airport and ship (and vice versa) with us where you have made your own flight arrangements, subject to the following terms. The following terms also apply, except where otherwise stated, to transfers between airport and ship which form part of a flight inclusive booking made with us or where you book them with us at the same time as you make your cruise only booking.
- (2) For cruise only bookings, transfers may be booked at the same time as your cruise or at a later date but as they are subject to availability, you are recommended to book them as soon as possible. Transfers are only available on the days the cruise starts and ends. The cost of the transfers is payable with the balance of the cruise cost. Transfers may be cancelled without charge prior to balance due date. After balance due date, cancellation is subject to the same cancellation charges as the cruise. Flight details should be provided when booking your transfer. You should notify us as soon as possible in the event of any change in these details. Subject to availability, we will endeavour to offer you an alternative transfer time where you can no longer travel on your booked transfer as a result of a change in flight times. Where we cannot do so, the transfer may be cancelled as referred to above.
- (3) You will be provided with a voucher for your confirmed transfer which you will need to present before you will be allowed to board your transfer vehicle. If you don't have your voucher with you at this time, you may be unable to travel on your transfer. Transfers will depart from the airport or the port, as applicable, at a notified time from a designated departure point. It is your responsibility to be at the correct place at the correct time as the transfer vehicle is not obliged to wait. Transfers will usually be provided on a coach but we reserve the right to substitute any other type of vehicle at our discretion including a mini bus or taxi.
- (4) We have no liability to you if you miss your transfer for any reason (including, without limitation, as a result of flight delay, cancellation or any other reason outside your control) or are refused access to the transfer for any reason referred to in this clause or any other clause of these Terms and Conditions. Where you miss your transfer for a reason outside your control, we will endeavour to accommodate you on a later transfer if there is one, subject to availability of space, but do not promise to do so. No refund will be provided for any missed transfer or for any transfer to which you are refused access in accordance with this clause or any other clause of these Terms and Conditions. We will not be responsible for arranging or meeting the costs of any alternative form of transport.
- (5) You are responsible for ensuring your luggage is properly loaded on the transfer vehicle and promptly collected on arrival at the port or airport. Luggage and other personal possessions are at all times your responsibility and are carried on the transfer vehicle at your risk. We have no liability for any luggage or

personal possessions carried or intended to be carried on any transfer (including, without limitation, for any loss, damage or theft of or from the same). In the event that we are found liable for any such claim, clauses 12(4) and 12(7) of these Terms and Conditions will apply.

- (6) All transfer times provided are an estimate only based on the most direct route between the airport and port and assume no delays will be encountered. We make no warranty or representation as to the time or route any particular transfer will take.
- For transfers which do not form part of a flight inclusive booking or are not booked at the same time your cruise only booking is made, and providing we have selected a reputable transfer operator, we have no liability to you of any description on any basis in the event that you fail to arrive at the port prior to the latest check-in time for embarkation on the ship or at the airport prior to latest check-in with the airline as a result of any delay or failure in the operation of the transfer at any stage (including prior to departure from the airport or port) for any reason. Such reasons include, without limitation, traffic congestion, accident, breakdown (whether or not the accident or breakdown directly involves the transfer vehicle), diversion, road closure, road works and any force majeure. This exclusion applies whether or not we or the operator of the transfer were aware of the event or circumstances in question before the start of the transfer. You will be responsible for meeting all costs and expenses incurred as a result including, where applicable, those involved in joining the ship at a later port of call. We will not be liable to make any refund, meet any costs or expenses or pay any compensation or other sum of any description as a result. For transfers which form part of a flight inclusive booking or are booked at the same time your cruise only booking is made, we will have no liability for or in any of the circumstances referred to in this paragraph providing the transfer has been operated with reasonable skill and care.
- (7) We and the operator of the transfer have the right to refuse access to the transfer in the event that you are or appear to be intoxicated or under the influence of alcohol or drugs or behaving in a manner which is causing or may cause distress, disturbance or danger to any person travelling on, or the driver of, the transfer vehicle or damage to any property.
- (8) Without prejudice to any other provision of the terms set out in this clause, any liability which we may have to you on any basis for or in connection with any transfer which does not form part of a flight inclusive booking or is not booked at the same time your cruise only booking is made will in any event be limited to a refund of the cost of the transfer in question paid to us except where the claim involves death or personal injury or loss or damage of luggage or personal possessions, in which case the Athens Convention limits the maximum amount we as the carrier may have to pay. Claims involving luggage or personal possessions are subject to this clause. For claims involving death or personal injury, we will not be liable for the operation of the transfer itself or for the acts or omissions of the transfer operator or any of its employees, agents, suppliers or sub-contractors or any other person(s) connected with the transfer (other than our own employees). We will have no further or greater liability. In the event that we are found liable for any transfer which does not form part of a flight inclusive booking or was not booked at the same time your cruise only booking is made on any basis, we are entitled to rely on all limitations and exclusions of liability contained or referred to in these Terms and Conditions. Without limitation, we are entitled to rely on clauses 11, 12(2), and 12(7) of these Terms and Conditions in relation to any claim against us.

## **28. Indemnity**

Except as otherwise set out in these Terms and Conditions, you must indemnify us for any expense incurred or suffered by us which is not included in the holiday price you have paid to us including (without limitation) expenses relating to medical, dental or similar treatment, accommodation, transportation, repatriation or damage to property. You must also indemnify us for any costs, expenses or other sums we incur as a result of your failure to comply with any requirement of these Terms and Conditions including, by way of example, failure to provide information in accordance with clause 19 (Secure Flight Passenger Data and Advance Passenger Information).

## **29. US Sanctions – North Korea, Cuba, Crimea, Sudan, Syria and Iran**

- (1) The United States Department of the Treasury through the Office of Foreign Assets Control (“OFAC”) has issued a series of comprehensive sanctions against various countries, and specifically, North Korea (Democratic People’s Republic of Korea), Crimea, Cuba, Sudan, Syria and Iran. These sanctions limit



the ability of cruise lines to conduct business with these countries and their citizens, which includes allowing citizens of those countries to sail onboard our ships. Accordingly, it is Norwegian's policy that if you are a citizen or resident of any sanctioned country, we will be unable to accept and will be entitled to cancel your booking and refuse boarding, unless you can satisfy the following conditions by providing us with:

- a. **proof of citizenship in a non-sanctioned country; OR proof of residency in a non-sanctioned country; AND**
  - b. **evidence that you are funding the cruise, including all onboard charges, through a bank associated with a non-sanctioned country.**
- (2) You must be able to satisfy all of the above conditions in order to sail onboard a Norwegian Cruise Line ship. If you cannot do so when requested (which may be at any stage including during your online check in) and we cancel your booking, cancellation charges as shown in clause 8 will be applied. No compensation or expenses will be payable and Norwegian will have no liability of any nature in this situation. Any booking from a citizen or resident of a sanctioned country without prior full compliance with the above conditions does not constitute a waiver of these conditions or confirmation that they have been complied with. It is the responsibility of the guests concerned to ensure they are in a position to comply before making a booking with Norwegian.

The above conditions will apply in respect of any other country against which comparable sanctions are issued by the United States.

### **30. Use of Guest Likeness**

The Guest consents to NCL'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. The Guest's consent extends to minors and other persons in the care and charge of the Guest. Guest further agrees that any type of photograph or recording, in any audio or video format, of the Guest, other guests, crewmembers, independent contractors, concessionaires, guest entertainers or any other third party onboard any of Carrier's vessels or depicting said vessels, their design, equipment or any other feature or part of said vessels, shall not be used by Guest for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of Carrier. NCL is permitted to take any and all reasonable measures to protect NCL and enforce this provision. The Guest understands and agrees that onboard photographers may photograph Guest and minors and other persons in the care and charge of the Guest, and that those photographs may be processed, displayed and sold to Guests and others. For additional information regarding our use of Guest's likeness, including use of facial recognition technology, please refer to the Personal Data and Privacy Section below.

## **PERSONAL DATA AND PRIVACY**

At Norwegian Cruise Line, our mission is to provide superior cruise vacations for our guests. This mission covers all of our activities including the products and experiences we offer on board our ships and extends to our online community through our websites and interactive features, including applications, widgets, blogs, social networks, social network "tabs" and other online or mobile offerings (which we collectively call the "Services"). Our Services are owned and operated by Norwegian Cruise Line.

Our privacy policy describes what data we collect online and offline and how we use, share, and secure that data. It also describes your choices regarding use, access and correction of your personal data. Personal data is information, or a combination of different types of information, that could reasonably allow you to be identified.

- a. The Guest's personal data, which may include sensitive data, will be processed in accordance with our privacy policy, which describes how personal data may be processed, and which is available on our website. We may update our privacy policy without prior notice. Guest agrees that we may (1) keep Guest's personal and sensitive data, (2) use such personal data in our business worldwide in



accordance with its published privacy policy, (3) share such personal data with our affiliated or related companies, and (4) subject such personal data to processing worldwide.

- b. Guest agrees that we may disclose personal or sensitive data to unaffiliated third parties (1) with the Guest's consent or authorisation, (2) to help complete a transaction for the Guest, (3) to comply with laws, regulations, governmental and quasi-governmental requests, orders or legal processes, (4) to enforce this Contract or other agreements or to protect the rights, safety or property of us or others, (5) as part of a purchase, sale, or transfer of assets or our business, (6) to our agents or service providers to perform functions on its behalf, or (7) as otherwise described in our privacy policy.
- c. Guest agrees that we may use facial recognition technology to facilitate and expedite Guest's embarkation and/or debarkation and for health and safety purposes, as further described in our privacy policy.

We encourage you to review our privacy policy which can be found at [www.ncl.com/about/privacy-policy](http://www.ncl.com/about/privacy-policy) if you want additional information on a particular topic. If you have any questions about how we handle or protect your personal data, please contact us at [PrivacyTeam@nclcorp.com](mailto:PrivacyTeam@nclcorp.com).