

## **BOOKING CONDITIONS – ALL OTHER COUNTRIES**

### **IMPORTANT NOTICE TO GUESTS:**

You are viewing the Booking Conditions applicable to cruises with Royal Caribbean International (and any related goods and services booked through Royal Caribbean Group). These Booking Conditions are applicable to guests whose Primary Country of Residence is not listed as an option to select on the Cruise Ticket Contract/Booking Terms and Conditions page that can be found at <https://www.royalcaribbean.com/guest-terms>.

“Primary Country of Residence” means the country where you primarily reside at the time of booking the cruise. This should be indicated by you, your agent, or other representative at the time of booking the cruise or at online check-in.

These Booking Conditions are governed by the laws of England and Wales, and any claims or disputes must be resolved by alternative dispute resolution or under the laws and exclusive jurisdiction of the Courts of England and Wales.

If you have any questions about which Booking Conditions apply to your booking (or any related goods and services), please speak to your travel agent or your local Cruise Line representative.

These Booking Conditions together with our Guest Conduct Policy and any other current Policies or Supplementary Terms form the basis of your contract with us and apply to your booking. In the event of any inconsistency, these Booking Conditions shall prevail unless we notify you otherwise. Where you make a booking directly with us, the parties to the contract are you, your local booking office, and the entity which will be operating the cruise ship (“Vessel”) on which you sail (the “Carrier”). You will be advised of your local booking office and the relevant Carrier at the time of booking and/or on your booking confirmation. For a full list of local booking offices and Carrier entities, please refer to the final paragraph of these Booking Conditions.

“Carrier” shall include: (i) the Vessel, or any substituted ship; its launches or crafts (ii) the Vessel’s operator, owner, manager and charterer; and (iii) with respect to the Land Tour portion of any CruiseTour, the operator of that Land Tour (“LTO”).

If you book a cruise-only holiday, fly cruise holiday or build your own package with us, you can have the peace of mind in knowing that we shall have responsibility for the proper performance of all aspects of your holiday.

If you book a cruise via a travel agency, the travel agent’s own booking conditions will apply to your booking, and these Booking Conditions shall also apply to the cruise portion of your booking. Please ensure you obtain a copy of your contract from your travel agent before or at the time of booking. In the event we are found liable to you on any basis, our liability and/or obligations to you or your travel agent will be no greater or different to the liability and obligations we have under these Booking Conditions. In any such situation, we will be fully entitled to rely on all defenses exclusions and limitations contained in these Booking Conditions as set out below.

### **EU Guests Only:**

If you book a cruise-only holiday in conjunction with other services (such as flights, on-shore accommodation and/or ground transfers) which are arranged or provided by a travel agent or tour operator with whom you book and not provided by us, your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel agent or tour operator and not with us as they will be the ‘organizer’ for the purpose of the Directive (EU) 2015/2302 of the European Parliament and of the Council on Package Travel and Linked travel arrangements (“Directive (EU) 2015/2302”), if applicable in your Primary Country of Residence.

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 as enacted into, where applicable, the law of your Primary Country of Residence by The Package Travel and Linked Travel Arrangements Regulations 2018 and/or national laws by EEA member state. Therefore, all bookings will benefit from all EU rights applying to packages pursuant to the applicable law in force at the time of booking. Royal Caribbean Cruises Ltd will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Royal Caribbean Cruises Ltd. has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302 are available for your review at <https://www.legislation.gov.uk/uksi/2018/634/schedule/3/part/>.

### **GUEST HEALTH SAFETY AND CONDUCT POLICY, AND OTHER POLICIES**

It shall be a condition of boarding and remaining on-board any of our ships that all guests throughout their stay comply with our Guest Health Safety and Conduct Policy (“Guest Conduct Policy”) and other current Policies as notified to you. These Policies are designed to ensure that all guests may participate in a safe and enjoyable cruise vacation and, as such, the Guest Conduct Policy

sets forth standards of conduct for guests to follow throughout their cruise holiday, including transfers to and from ships, inside terminals, while on-board, at ports of call, during shore excursions and at our private destinations. Please review the Guest Conduct Policy and our other Policies at <https://www.royalcaribbean.com/guest-terms> or contact your local booking office for further details in advance of travel.

## **1 BOOKING YOUR HOLIDAY.**

### **1.1 HOW DO I MAKE A BOOKING?**

To book your chosen holiday, contact our Reservations Department, visit us online, or visit one of our authorized travel agents. Guests who purchase their holiday via our website, or otherwise, need to ensure that all booking details are correct at the time of booking, as amendment or cancellation charges may apply to any components that are requested to be changed afterwards, due to any error or omission made by you. When booking with us you must agree that you have read, understood and are bound by these Booking Conditions as applicable at the time of booking.

#### **Deposits**

To complete a booking with us, you must pay a deposit (all or a portion of which may be non-refundable). Deposit amounts vary by cruise duration, package selection and stateroom category and are subject to change at any time. If you are making multiple bookings or booking consecutive cruises, a deposit will be required for each individual cruise. You will be advised of the required deposit amount and the applicable refundability terms at the time of booking. The most up to date deposit terms are available on our website or by calling your local booking office.

If you add flights, hotels, transfers or other components to your holiday, you may be required to pay a higher non-refundable deposit to secure such additional components. Any increased non-refundable deposit payment required will be advised to you at the time of booking.

### **1.2 HOW WILL MY HOLIDAY BE CONFIRMED?**

Providing your chosen holiday is available, you have completed the booking process, agreed to our Booking Conditions and we have received all appropriate payments, we will send our booking confirmation to you (if booking direct) or your travel agent). Please note it may not be possible to confirm your flight details at this point. If so, these will be confirmed to you at a later date. A binding contract between us only comes into existence when we send out our booking confirmation to you or your travel agent. A contract will exist at this point, even if we are unable to confirm your flight details at that time. This invoice will show the remaining balance due on your holiday and also your flight details (where applicable and/or available).

Please note that in cases where a pricing or information error has occurred, no binding contract will exist between us. Therefore, please check all details are correct as soon as you receive your booking confirmation, electronic cruise documents, flight tickets, Bonding Certificate (where applicable) and any other documents from your travel agent or us. If any details appear to be incorrect, you must immediately inform your travel agent or our Reservations Department if booking direct, in any event within 14 days of us sending the document to your travel agent or you for all documents other than flight tickets and e-tickets, and within 5 days for flight tickets and e-tickets, as it may not be possible to make changes later. We cannot accept any responsibility if you do not tell us about any mistake in any document issued within these applicable timeframes.

Once your flight tickets have been issued, you must travel as per the itinerary in sequence as originally booked. Any flight sector not used will invalidate the ticket and the rest of the itinerary will automatically be cancelled.

### **1.3 WHAT INFORMATION MUST I PROVIDE, AND WHY?**

From time to time, we may be required to collect personal information relating to you and your party to pass on to applicable immigration authorities and/or government bodies, and air carriers. We may also need to pass the information you give us at the time of booking or later to the various suppliers who provide the elements which make up your holiday. You must provide us with any personal information legitimately requested by us at the time of booking your cruise or where requested later, by the date we require you to provide that information. This information includes certain data set out in your passport, emergency contact information and insurance details. We will inform you at the time of booking, or as soon as we become aware of the exact details required and the date that we require the information. We strongly recommend you visit our website and submit these details via your online account.

By providing us with the details requested under these Booking Conditions, you consent to the sharing of your personal data with third parties including where necessary the transfer of your personal data outside of your Primary Country of Residence and/or the European Economic Area for the purpose of fulfilling your holiday contract.

If you fail to supply the details requested, both fully and accurately, within the time limits we specify, we shall be entitled to refuse your booking or treat such failure to provide such information within the time limits specified as a cancellation by you of your holiday, or you may not be permitted to board your cruise ship and/or outward and/or return flight. We will not accept any liability in this situation, and we will not pay you any compensation or make any refunds. You will be responsible for your resulting onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for re-imbursing us accordingly. Further, where we do not exercise our right to cancel your

booking in these circumstances, you agree to reimburse us for any fines, surcharges or other financial penalties we incur as a consequence of any failure by you to provide full and accurate details within the time-limits we specified to you. Please also see our Privacy Policy on our website.

## CRUISE CHECK-IN

We strongly recommend you check in for your cruise on the our app or via our website to submit any required information. Providing this information online and prior to your cruise will significantly speed up your check-in process and you will be able to board the ship sooner and avoid any possible delays and queues at the cruise terminal. If you have not completed online check-in, you will be required to complete this process at the pier no later than two hours prior to the published sailing time. All guests must be checked-in and onboard the ship no later than 90 minutes prior to the published sailing time or they will not be permitted to sail. You will need to have your booking ID and date of sailing to hand or, if we have already received this information from you at the time of booking, verify that the details we are holding are complete and accurate. If you do not have access to the Internet, please see your travel agent or contact our Reservations Department if you have a direct booking. They will advise you on how this information can be provided or verified. Our procedures may change, and we will inform you of any changes at the time of booking or as soon as possible thereafter.

## FLIGHT BOOKINGS

At the time of issue of these terms and conditions EU airlines are required to pass certain personal information relating to passengers (principally, but not exclusively, information on the data page of a passenger's passport) to the US Authorities as well as applicable authorities in other countries where you are travelling in advance of the date of any flight booking. While we may obtain some of the information that we require from you at the time of booking, we also require that you provide us with certain additional personal information within specific time limits. We strongly recommend that you supply the personal details for all guests (including full names, dates of birth and passport details) through our online Check-In process as soon as possible after the booking is made, as this will help us ensure we can issue all flight and accurate details within the time limits we specify, we shall be entitled to refuse your booking or treat such failure to provide such information within the time limits specified as a cancellation of your holiday. If you have not supplied us with complete and accurate information, your party may not be allowed to board your cruise ship and/or any outward or return flight. Where this happens because of your failure to fully comply with such obligations we cannot accept any liability to you or any of your party and we will not pay you any compensation or make any refunds to you or your party in such circumstances and you will be responsible for your own onward/return travel arrangements. Further, if such failure to provide this information results in fines, surcharges or other financial penalty being imposed upon us, you will also be responsible for reimbursing us.

### 1.4 WHEN IS THE BALANCE DUE?

Depending on the type of cruise and/or package you purchase, your final balance due date will be between 60 – 150 days prior to departure. The final payment schedule for the balance due for your cruise holiday will be specified at the time of booking and set out in your booking confirmation. Bookings for cruise holidays within the balance due period will require payment of the full fare at the time of booking. We must receive the balance of the cruise and/or flight costs (after deducting the deposit you have paid) either at the time of booking or by the balance due date. If we have not received all monies due to us in full and on time, you will be deemed to wish to cancel your cruise and cancellation charges will be assessed.

If you use your credit or debit card to pay us directly for your cruise, please be aware that we may process that transaction via a bank in the US and your card issuer may choose to charge you a foreign processing fee. We advise you to check the terms and conditions of such foreign transactions with your card issuer in advance of making a payment to us.

### 1.5 WHAT HAPPENS TO MONEY PAID TO A TRAVEL AGENT?

Unless otherwise required by law, all monies paid by you to one of our authorized travel agents for your holiday with us will be held by the travel agent on your behalf until transferred to us. If you are unable to complete the online check-in process or print your boarding documents, this may be due to an outstanding balance on your booking. If you have booked via a travel agent, please speak to your travel agent so that the funds can be transferred to us.

### 1.6 WHAT DOES THE PRICE INCLUDE?

Unless otherwise indicated, all standard fly/cruise package and standard cruise only prices quoted on our website are per person in US Dollars and are based on two people sharing the specified stateroom. When booking directly with us, you may request to pay for your cruise holiday in an alternative booking depending on your Primary Country of Residence and local booking office.

Fly/Cruise or Air2Sea Packages: The standard fly/cruise or Air2Sea package price includes the following: carriage onboard the Vessel, full board, and ordinary Vessel food and entertainment; return international flights and connecting flights as detailed on your booking confirmation; hotel accommodation as stated in the itinerary (room only basis unless otherwise stated), and representatives at selected airports on standard departure dates. Standard fly/cruise package pricing as stated on our website is based on the lowest available local departure airport, which may be a regional airport, at the time of issue of these Booking Conditions. Please contact our Reservations Department for further information.

Cruise-Only Packages: The standard cruise-only price includes the following: carriage onboard the Vessel, full board, and ordinary Vessel food and entertainment. If you have booked a cruise only holiday, we shall only provide the services relating to the Vessel as set forth in the previous sentence.

**Build-Your-Own Package:** For Guests electing to build their own holiday package, the package price will vary depending on the services you select, but will always include the services related to the Vessel set forth above.

Some elements of your holiday will vary by itinerary, stateroom selection and fare type. All holiday elements featured are subject to availability at the time of booking. Please always check your booking confirmation on receipt to ensure it includes all relevant details.

## Exclusions

a. **Generally.** Unless included in your package, the price does not include alcoholic beverages, specialized tea and coffee beverages, fresh or cold press juices, energy drinks, spa treatments and salon services, exercise classes, select premium dining and entertainment, internet access, casino and gambling activities, shore excursions, photographs, video arcade, phone calls, laundry services, satellite connection for mobile phones, travel insurance, medical insurance, baggage insurance, medical services, shoreside expenses or transfers, airfare, or hotel accommodations, or any other incidental charge or expense that you incur. Also excluded from the price are: (i) Taxes and Fees; and (ii) any Fuel Supplement, which, subject to applicable law and the terms of these Booking Conditions, Carrier expressly reserves the right to impose or pass along with no right of cancellation by Guest implied. This listing is not intended to be exhaustive and additional exclusions or fees may apply. See section 1.9 for further details relating to the limits of any price variation.

b. **Taxes, Fees, and Port Expenses.** Unless otherwise indicated on your booking confirmation, the price does not include fees, charges, costs and taxes imposed on Carrier, by governmental or quasi-governmental authorities, as well as third party fees and charges relating to the Vessel's navigation, operations or presence in a port or harbor (collectively, "Taxes and Fees"). By way of example, and not limitation, Taxes and Fees may include immigration-related fees, passenger head taxes, dockage fees, wharfage fees, inspection fees, pilotage, canal tolls, navigation fees, environmental impact fees, charges relating to the cost of acquiring government-mandated carbon emission allowances, or charges related to berthing, stevedoring, baggage handling or storage, and security services. Guest acknowledges that Taxes and Fees are estimated by Carrier at the time of booking and subject to change.

c. **Fuel Supplement.** Where permitted by law, Carrier reserves the right, without prior notice to Guest, to impose a fuel supplement charge (the "Fuel Supplement"). Carrier may impose such Fuel Supplement either at the time of booking or thereafter at any time prior to sailing. If the Fuel Supplement is imposed at the time of booking, Carrier will display the amount and frequency (or a fixed price representing the same) together with the Cruise Fare, Taxes and Fees, and Gratuities on Carrier's website and Guest's booking confirmation. If at any time after booking, the closing price of: (i) West Texas Intermediate Fuel exceeds US\$65.00 per barrel; or (ii) Henry Hub Natural Gas Spot Price exceeds US\$3.00 per Metric Million British Thermal Unit on the New York Mercantile Stock Exchange, Carrier may impose a Fuel Supplement of up to US\$12.00 (or its equivalent in the currency of the booking) per Guest, per day. Carrier may, in its sole discretion, require Guest to prepay the Fuel Supplement prior to boarding the Vessel or apply such charge to Guest's onboard folio at the time of sailing. Guest's refusal or failure to prepay any Fuel Supplement may be deemed as a cancellation by Guest.

d. **Discretionary Service Charge.** For your convenience, a discretionary service charge ("Service Charge") will be automatically added daily to the onboard account of each Service Charge, except as otherwise provided below. Service Charges are subject to adjustment, at your discretion, onboard the Vessel until the morning of disembarkation. Service Charges will not be automatically added to your onboard account if (i) the Service Charge included in the price, as reflected in your booking confirmation; (ii) you prepay the Service Charge; or (iii) prohibited by applicable law. The current applicable Service Charge rates are published on our website.

### 1.7 What are "from" prices?

The prices we publish are 'from' prices. Fly/cruise package pricing is based on the lowest fare available at the time of going to print from a local departure airport (which may be a regional airport and/or indirect flights). Please contact our Reservations Department, your travel agent or cruise specialist for further details. The 'from' cruise fare prices are calculated using the lowest stateroom category available, and this pricing may not be available on all sail dates shown. Prices will vary by ship, itinerary, sailing dates, stateroom category and additionally departure airport if you purchase a standard fly/cruise package. Prices may change at any time.

### 1.8 WHAT IS A 'GUARANTEE' BOOKING?

From time to time, we may offer guests the option to book a stateroom of a guaranteed minimum category type, rather than a specific stateroom (a "Guaranteed Booking"). When you make a Guaranteed Booking, you will not be assigned an exact stateroom until after booking. We may, in our discretion, assign you a stateroom at any time prior to sailing. Once your stateroom has been allocated to you, we are unable to accept any changes requested by you. The benefits to you of a Guaranteed Booking are that, after your booking has been confirmed, we may (at our discretion) upgrade your stateroom to one of a superior category to that originally booked at no extra charge to you. In any event, you are 'guaranteed' the minimum category of stateroom we agreed to offer at the time of booking. The stateroom we allocate will be suitable for the number of guests occupying it and this may mean you are allocated a room with upper berths which are accessed by a ladder. Upper berths may only be used by guests aged over 6 years old, so Guaranteed Bookings are not recommended for young families. If you have a specific requirement regarding your stateroom, or stateroom location, or are travelling with family or friends, (especially children) you want to be near, then we suggest you do not make a Guaranteed Booking.

### 1.9 WILL THE PRICE CHANGE?

We reserve the right to increase or decrease the prices of unsold holidays at any time. The price of your chosen holiday will generally be confirmed at the time of booking.

Unless otherwise prohibited by applicable law, once the price of your chosen holiday has been confirmed, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances: (1) if there is a variation in the cost of any transport included in the price (including fuel); (2) if there is a change in the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and/or (3) there is an adverse change in the exchange rates which have been used to calculate the cost of your booking or charges of any sort).

**For All Guests, EXCEPT EU Residents:** In the event that we increase the price because of any of the reasons listed in the previous paragraph, you agree that we may do so without a right of cancellation implied and you further agree to pay such amounts upon receipt of an invoice from us detailing the charges. If you refuse or otherwise fail to make timely payment of any such amount due, we may deem such refusal or failure to pay as if you cancelled your booking and assess cancellation charges (if applicable).

**For EU Residents Only:** Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 8% of the cost of your holiday (excluding any amendment charges), and we advise you in writing no later than 20 days prior to the start of your holiday, you will be entitled to choose one of options (A), (B) and (C) as set out in section 5.5. We will tell you about any increase in the cost of your cruise by sending you or your travel agent a surcharge invoice. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (B) or (C) as set out in section 5.5 below, failing which we shall deem you to have accepted the change and will invoice you accordingly for such additional costs and indicate the time period to make such additional payment. If you do not tell us in writing that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever comes first. We will not levy a surcharge within 20 days of the start of your holiday. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday travel due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. Please note changes and errors occasionally occur. We reserve the right to correct errors in both advertised and confirmed prices and we will do so as soon as we become aware of the error. You must check the price of your chosen holiday at the time of booking. Please note: any changes you make to your booking may result in a change in price explained in section 1.11.

#### 1.10 IF I HAVE TO CANCEL MY CRUISE HOLIDAY, WILL I RECEIVE A REFUND?

If you or anybody travelling with you wishes to cancel either your/their holiday booking, you must contact us (if booking direct) or your travel agent and give notice in writing using registered post or e-mail to ensure safe receipt of the cancellation notice. The holiday booking will only be cancelled on the date we receive the written notice of cancellation. Please note where your booking has been made via a travel agent, we can only accept their written cancellation of the booking. Insurance premiums and amendment charges cannot be refunded in the event of cancellation. Unless otherwise indicated on your booking confirmation, if you cancel you will have to pay the cancellation charges set out below and calculated on the total price of the booking:

<b>Cruise Length:</b>	<b>Days to Sailing*:</b>	<b>Cancellation Charge (Per Guest):</b>
1 – 4 nights	75+ days	No charge (except for non-refundable deposit amounts)
	74 – 61 days	50% of total price
	60 – 31 days	75% of total price
	30 days or less	100% of total price
5 – 14 nights	90+ days	No charge (except for non-refundable deposit amounts)
	89 – 75 days	25% of total price
	74 – 61 days	50% of total price
	60 – 31 days	75% of total price

	30 days or less	100% of total price
15+ nights	120+ days	No charge (except for non-refundable deposit amounts)
	119 – 61 days	25% of total price
	60 – 41 days	50% of total price
	40 – 25 days	75% of total price
	24 days or less	100% of total price

NOTE: In instances where the deposit amount paid is higher than the 25/50/75% of cruise fare cancellation charge, then the highest of the two amounts is payable as the cancellation charge, i.e. the full deposit amount is retained.

**Travel Agency Bookings:** If you have booked your trip with a travel agent, please note that other cancellation fees may apply, which may be charged by the travel agent. Please refer to your travel agent regarding the terms and conditions of cancellation that may apply to your booking with them.

**CruiseTour:** Guests who convert their cruise tours to a cruise only booking within forty-two (42) days of the start date of the tour segment of the cruise tour will be subject to a cancellation charge. The amount of that charge varies depending on the location of the cruise tour and/or its length.

**General:** Cancellation by Guest after the Cruise or CruiseTour has begun, early disembarkation of Guest for any reason, including pursuant to any provision of these Booking Conditions, or “no-shows,” shall be without refund, compensation, or liability on the part of Carrier whatsoever. The cancellation charges set forth above are based on double occupancy staterooms and will be assessed on a per-Guest basis. The retention penalties may vary for single occupancy staterooms, or for third, fourth or fifth Guests booked in a single stateroom. For cancellations of air arrangements, shore excursions, tours, hotels, restaurants, attractions and other similar activities or services, travel insurance, pre-booked onboard services (e.g., spa, photography or wedding services) and pre-booked arrangements (e.g., specialty dining), see the applicable terms and conditions for any applicable cancellation charges. For the purposes of determining cancellation charges, the days to sailing means the date the arrangements you have booked with us commence.

#### 1.11 CAN I MAKE CHANGES TO MY BOOKING AFTER IT HAS BEEN CONFIRMED?

Should you wish to make any changes to your confirmed holiday, you must notify us in writing or by telephone as soon as possible. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. For guests wishing to make a significant amendment to their booking outside of the final balance due date, such as changing the ship, sail date, flights or brand, please note that a booking transfer fee is applicable. Please note that any amendments for hotels, transfers and flights may result in the loss of the amount that was collected at the time of booking for these additional components. The transfer fee will not exceed \$100 (or local equivalent) per guest. The transfer fee is a non-refundable amount, which will be included in any cancellation charges as in section 1.10 above.

If you make a significant amendment to your booking, your booking will be re-priced in-line with the up-to-date business and price rules and a new booking confirmation will be issued. For all changes that we consider to be minor changes (such as a change of stateroom or name changes on an existing booking by way of example only) outside of the final balance due date, an amendment fee of \$50 (or local equivalent) per guest per booking per amendment will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. The amendment fee is a non-refundable amount, which will be included in any cancellation charges as in section 1.10 above.

Passengers should note that suppliers may not allow name changes and that the booking may need to be cancelled and rebooked. For minor or major changes, the rebooking will always be subject to availability and to payment of any charges imposed by the supplier which may, in some cases, be the full cost of the ticket. If you request a change after the final balance due date, this may be treated as a cancellation of your original booking and cancellation charges as set out in these terms and conditions will be payable (see section 1.10). The changed arrangements will then be treated as a new booking. If you or any of the persons travelling with you are prevented from taking the holiday, such as due to medical reasons, you/they may give your/their place on the booking to someone else (suggested by you). In this situation, providing we are given not less than 7 days' notice in writing of your wish to make the change, we will permit the name change. The airline and flight routing may differ from the original assignment due to this name change. You must produce documentary proof of the reason for the transfer of your/their booking with the request (e.g., a letter from a doctor etc.). Both the person who was originally due to take the holiday and the person who actually does so must make sure that the administration fee and any charges/costs (see below) as well as any amount which is still due to be paid for the holiday is paid as required before any change can be made.

## 1.12 WILL I NEED TRAVEL INSURANCE?

All guests should ensure they purchased appropriate personal travel insurance for their needs before departure. This must include as a minimum cover for the cost of cancellation of your cruise by yourself and also the cost of medical treatment and assistance during and after your cruise including repatriation or quarantine costs in the event of accident or illness. It is your responsibility to make sure that the insurance you purchase is suitable and adequate for your particular needs and to purchase additional or alternative insurance if required. We would strongly recommend that you contact your travel agent or an independent insurance broker for details of suitable policies.

## 2. BEFORE YOU LEAVE HOME

### 2.1 ARE THERE ANY PROHIBITED ITEMS THAT I CANNOT TAKE WITH ME?

For the safety of our guests and crew, there are certain items that are not allowed on board. If these are found, they will be confiscated. You must not pack in any luggage or bring on board any item specified as dangerous or illegal (e.g. guns, explosives, drugs, animals, knives (ceremonial or other), drugs, animals, flammable items, etc.). Drones, hoverboards and baby monitors are also not permitted on board. Small quantities of non-alcoholic beverages can be brought on board in carry-on or hand luggage. Checking-in non-alcoholic beverages is not permitted. Accredited service animals are allowed on board for guests with disabilities, however emotional support animals are not permitted on board. In addition, we/the airline may specify other items which you must not bring with you and may also refuse to allow you to take on board any item which we/the airline, consider being inappropriate. Please contact the individual airline to confirm their current restricted items, although these are subject to change without prior notification. If we or the Master of the ship have reason to believe that any stateroom may contain any item or substance which should not have been brought on board, the Master or an authorised officer has the right to enter and search the stateroom concerned and seize any such item or substance. Please ensure that any sharp items, including but not limited to scissors, razor blades, nail clippers, tweezers, combs with metal prongs and knitting needles, are packed in your check-in luggage and not your hand luggage due to airport security measures.

### 2.2 WHAT ABOUT VALUABLE OR IMPORTANT ITEMS?

Please make sure that all valuable and important items (for example, medicines, jewelry, fragile items, important travel and other documents, video/camera/laptop/mobile phone etc.) are carried by hand and not packed in your luggage. Once on board please ensure your valuables are not left unsecured in your stateroom or elsewhere on board the ship. Special care must be taken of such items. For your protection once on board, all valuable and important items should be deposited with the Guest Services Desk or, in your stateroom mini-safe. You are also strongly advised to take out appropriate and adequate insurance to protect such items. We cannot accept any responsibility or liability for any valuable or important items, which are not deposited with the Guest Services Desk for safekeeping. For items which are so deposited, the maximum we will pay you if any item(s) is lost or damaged (for any reason) whilst in our care is the maximum which is payable under The Athens Convention (see section 5.8) in this situation. So that we may assist as much as possible, you must tell us about the problem as soon as possible. If you discover the loss, delay or damage when on board, you must immediately report it to the Guest Services Desk. The time limits for notifying any loss, delay or damage are detailed in Section 2.3 below.

### 2.3 WHAT SHOULD I DO IF MY PROPERTY IS LOST, DELAYED OR DAMAGED DURING MY CRUISE?

You must tell us about the problem as soon as you become (or should reasonably have become) aware of it, and in any event within the time limits set out below (whichever is sooner). This section applies in relation to any loss, delay or damage to property which occurs during your cruise or whilst getting on or off the ship or whilst using any services provided or arranged by us except for any claims in relation to air travel, including the process of getting on or off the aircraft (see section 2.4 below.) It is our guests' responsibility to remove all of their belongings from their stateroom when they depart their cruise. If an item is left on board, whilst we will assist you in trying to recover the item, if we are unable to do so, then we cannot be held responsible and we will refer you to your travel insurance to make a claim for the item. Please note that items left behind may be destroyed. If you discover the loss, delay or damage when on board, you must immediately report it to the Guest Services Desk. The time limits for notifying any loss, delay or damage to us or the supplier concerned, are as follows:

- Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at latest, at the time of your departure from the ship or, for other services, whilst using or at the end of using those services.
- Any loss, damage or delay, which is not apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 15 days of your departure from the ship or the end of your using the service in question.

In the event that you do not notify us within these time limits, this may affect our ability to investigate the loss, delay or damage and may impact on the way the complaint is dealt with. If you can prove that the damage, delay or loss was our fault or the fault of the supplier of a service that we agreed to arrange as part of your holiday, we will compensate you for the loss or damage you can prove you have suffered as a result, subject to and in accordance with The Athens Convention where applicable. However, the maximum we will have to pay you for any damage, delay or loss in these circumstances is the maximum which is payable in respect of stateroom luggage under The Athens Convention. This will also be the case where any property is damaged, delayed or lost whilst not on board or getting on or off the ship but using other services (apart from air travel) which form part of the holiday we have contractually agreed to provide. In all cases, you must give

credit for payments received from any airline and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to reduce your claim by the amount received from any/all insurance companies.

#### 2.4 WHAT SHOULD I DO IF MY PROPERTY IS LOST, DELAYED OR DAMAGED DURING AIR TRAVEL?

Any damage, destruction, delay or loss suffered during any travel by air (including the process of getting on and off the aircraft) must be notified to the airline at the time of discovery or, in any event, in writing within 7 days of the end of the flight concerned for damage, destruction or loss or within 21 days of the luggage being made available for you in the event of delay. Guests with flights booked via our platforms should also contact our Guest Services team on board who will be able to assist. The maximum we or the airline will have to pay you in the event of any damage, destruction, delay or loss of luggage or property is the most which is payable under the relevant international convention or regulation. We will only be liable for any air travel that has been booked as part of a standard fly/cruise package or build your own package that incorporates flight services. For most international flights, this will be the Montreal Convention 1999. Where the Montreal Convention 1999 applies, the maximum we or the airline will have to pay you at present for loss, destruction, damage, delay of luggage is the maximum payable under the Convention. We and the airline will not be liable to pay any compensation in the case of delay affecting luggage if we or the airline can prove that the airline took all measures that could reasonably be required to avoid the delay or that it was impossible for the airline or its employees to take such measures. In the case of damage, destruction, delay or loss of luggage, if we or the airline prove that the damage, destruction, delay or loss was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his rights, we and the airline will not be liable for the damage, destruction, delay or loss, to the extent that such negligence or wrongful act or omission caused or contributed to the damage, destruction, delay or loss. Subject to the above, we and the airline will only be liable for destruction or loss of, or of damage to, checked luggage on the condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked luggage was in the charge of the airline. However, neither we nor the airline will be liable if and to the extent that the destruction loss or damage resulted from the inherent defect, quality or vice of the luggage. In the case of unchecked luggage, including personal items, we and the airline will only be liable if the damage results from the airline's fault or that of its employees or agents. In all cases, you must give credit for payments received from any airline or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any insurance companies.

#### 2.5 WHAT IS MY LUGGAGE ALLOWANCE?

The maximum luggage allowance for guests boarding our ships is 200lbs (90kg) per guest, however, airlines also impose their own luggage allowance, with which you must also comply, this is usually less than the cruise allowance. There are always restrictions on the amount, size and weight of the luggage you may take on any flight, in particular where we are using non-scheduled services. We strongly recommend that you check with your airline directly for confirmation of your exact luggage allowance as allowances vary from airline to airline and excess luggage fees may apply. In some instances, baggage allowance can be limited to as little as 15kg. All luggage allowances are subject to variation by the airline concerned and you may be charged additional costs by the airline for excess luggage. Please note: If you are sailing on a transatlantic Ocean Voyages cruise and you have booked a fly cruise package, your luggage allowance will be limited to the lower allowance, specified by the airline. Please check with your airline for details. Please note, we reserve the right to strictly enforce the luggage allowance limitation.

#### 2.6 WHAT ARE THE PASSPORT AND VISA REQUIREMENTS FOR MY HOLIDAY?

##### **Passport**

You must have your own valid 10-year (5 year for children) passport which is valid for at least 6 months after your expected return date. Obtaining a full passport may take up to 6 weeks, but you should allow longer at busy times of the year. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. Your national Passport Service has to confirm your identity before issuing your first passport and may ask you to attend an interview in order to do this. All guests should check with the relevant embassy prior to travel for the most up to date information on passenger requirements.

##### **Visas**

There may be a visa requirement for your cruise, particularly if you are visiting countries in the USA, Asia, Middle East, China, India and Australia. If you need assistance when applying for your visas, we recommend VisaCentral, a CIBT company. To make sure you know about the visa requirements for your destination, please visit our dedicated visa portal at <https://cibtvisas.co.uk/royalcaribbean> or call your travel agent to speak to a visa consultant.

**THE VISACENTRAL PORTAL IS PROVIDED TO YOU FOR YOUR CONVENIENCE ONLY. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE ALL THE NECESSARY DOCUMENTATION TO ENTER EACH COUNTRY ON YOUR HOLIDAY ITINERARY, EVEN IF YOU DO NOT INTEND TO DISEMBARK THE VESSEL. YOU SHOULD CONFIRM ANY ENTRY/EXIT REQUIREMENTS WITH THE EMBASSY OR FOREIGN OFFICE (OR EQUIVELANT) FOR YOUR PRIMARY COUNTRY OF RESIDENCE.**

**If your holiday includes a flight or port of call in the United States of America, Australia, Canada, New Zealand, South Korea or the United Kingdom, you may be required to obtain prior electronic authorization before boarding a flight or arriving at a point of entry.**



**We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. ADDITIONALLY, YOU MAY BE DENIED BOARDING, WITHOUT A RIGHT OF REFUND, OR SUBJECT TO FINES IF YOU DO NOT HAVE THE NECESSARY DOCUMENTATION.**

## 2.7 ARE THERE ANY FORMAL HEALTH REQUIREMENTS?

- a. Recommended Consultation with Personal Physician. You are encouraged to discuss the advisability of travel and participation in onboard and shoreside activities with your personal physician at least 8 weeks before you travel.
- b. Pregnancy. Pregnant women who will enter the twenty-fourth (24th) week or more of estimated fetal gestational age at any time during the Cruise or CruiseTour will be ineligible to sail, and agree not to book the Cruise or board the Vessel or Transport under any circumstances.
- c. Availability of Medical Care. Due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Vessel and in ports of call may be limited or delayed and medical evacuation may not be possible from the Vessel while at sea or from every location to which the Vessel sails.
- d. Relationship with Service Providers. To the extent you retain the services of medical personnel or independent contractors on or off the Vessel, you do so at your sole risk. Any medical personnel attending to a guest on or off the Vessel, whether or not arranged by us, are provided solely for your convenience, work directly for you, and shall not be deemed to be acting under the control or supervision of Carrier, as Carrier is not a medical provider. Even though the Carrier shall be entitled to charge a fee and earn a profit for arranging such services, all such persons or entities shall be deemed independent contractors and not acting as agents or representatives of Carrier. Carrier assumes no liability whatsoever for any treatment, failure to treat, diagnosis, misdiagnosis, actual or alleged malpractice, advice, examination or other services provided by such medical personnel.
- e. Payment for Medical or Personal Care Services. You agree to pay for all medical care or other personal services requested or required, whether onboard or ashore, including the cost of any emergency medical care or transportation incurred by Carrier and any costs associated with the provision of medical services. If you are unable to pay and Carrier pays for such expenses, then you agree to reimburse Carrier for those expenses.
- f. Health, Travel and Risk Acknowledgement. YOU ACKNOWLEDGE, UNDERSTAND AND ACCEPT THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, YOU AND OTHERS TRAVELLING WITH YOU MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO AIRBORNE DISEASES LIKE INFLUENZA, COVID-19, COLDS AND NOROVIRUS. YOU FURTHER UNDERSTAND AND ACCEPT THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, IS BEYOND CARRIER'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THESE BOOKING CONDITIONS, 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.

## 3. FROM PLANE TO PORT

### 3.1 FLIGHT TERMS

All flights are subject to availability and the conditions of carriage of the applicable airline which may be viewed on the airline's dedicated website or are available on request. These conditions set out your rights and obligations which you must comply with. In the event that we incur costs because of your failure to comply with the conditions of carriage then we reserve the right to pass such costs on to you. Whilst the dates of your outward and return flights will be advised at the time of booking, the flight timings and/or routing may not be shown on your booking confirmation. Flight timings shown on your booking confirmation are for guidance only and may change. Your booking confirmation will show the latest planned timings. Your actual flight timings will be shown on the air arrangements page of your cruise e-docs, which you should check carefully as soon as you receive these. We may not be able to inform you of your flight timings and routing for bookings made more than 10 months before departure. Please note that your booked flight may not be the most direct route and may also involve multiple stops on route to your destination which may involve you disembarking from the aircraft. Where guests are travelling together but booked on different booking numbers, we cannot guarantee that we will be able to book the same flight itinerary, as this is subject to availability. This information will be provided as soon as we are in a position to do so. A contract between us will come into existence when we send out the booking confirmation, even when we are unable to provide flight timings. The flight timings and airlines shown on your booking confirmation cannot be guaranteed and are subject to change. Whilst we endeavour to book the best connections between flights, a wait may be experienced at connecting airports. We are not always in a position to confirm the route, service (scheduled or non-scheduled), airline, aircraft type or the airport of destination, which will be used in conjunction with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change (including the substitution of non-scheduled flights for scheduled air services and/or rerouting of air travel due to scheduled air services being withdrawn or changed or being unavailable). Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges. In any event the actual flight times will be those shown on your tickets, which will be dispatched to you approximately four weeks before departure. You must accordingly check your tickets very carefully immediately upon receipt for confirmation of correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact you as soon as possible if this occurs. Any amendments to your flight or other arrangements will be subject to availability and will incur an administration charge of \$150 per person along with any additional costs and charges incurred by

us or imposed by the airlines or other supplier. If your flight tickets have been issued, standard airline cancellation penalties will also apply. In some cases, these could be the full cost of the ticket. If you wish to travel on a particular carrier, flight routing, if your departure and/or arrival date differ from the standard flight inclusive package, any additional costs and charges incurred by us or imposed by the airlines may be payable.

### 3.2 WHAT CLASS OF FLIGHT SEAT/TICKET IS BOOKED?

Unless you book and pay for an upgrade, you will fly economy class. Please contact your airline directly to pre-book your seats and note that there may be occasions when the airline is unable to assist due to the fact that you may be travelling on a group/seat block allocation. If you choose not to contact your airline in advance of travel then we strongly recommend that you check-in early if you have a particular seat request as we have no control over the allocation of seats – you will need to pay the airline directly if they charge a supplement – and they may only allow you to select your seats once your flight tickets have been paid for in full and issued. Flights are often full, your choice of seats may not be available, and it may not be possible to obtain seats together. At our discretion, we will arrange special group rates with some airlines (allocations) and, in some of these cases, you may not be able to pre-book your seats – they will be allocated to you when you check-in online or at the airport. Only fully fit and able-bodied guests may occupy exit row seats on aircraft. Emergency exit seats will therefore only ever be assigned at the discretion of the airline at check-in. Some flights will involve a change of aircraft. Where applicable, and we are in a position to notify you, this information will be shown on your booking confirmation. The flights used in conjunction with our cruises may be based on special fares and may not be by the most direct route. Flights may have at least one refueling and/or other stop and this may not be shown on your booking confirmation. Flights will either be by scheduled or non-scheduled service. Most airlines operate a non-smoking policy. Please note we do not guarantee 'travelling with' guests will be confirmed on the same flight arrangements, although we endeavour to meet this special request when we are able to. We/the airline will endeavour to satisfy any special service(s) requests such as special dietary requirements, meet and assist and wheelchair assistance. Regrettably we/the airline cannot guarantee your request. Some medical assistance and special meal requests may incur a charge, which will be invoiced accordingly. For all special requirements please contact your local booking office. Any request of this nature should be advised at the time of booking. Not meeting any special request for any reason will not be a breach of contract. Airlines may at their discretion refuse to carry guests with certain medical conditions. You must provide details of all medical and physical conditions, which affect you, and/or any member of your party at the time of booking. See also sections 4.3, 5.2 and 5.6 below. We do not guarantee that guests travelling within the same party will be confirmed on the same flight arrangements. The ability to pre-book your seats and complete online check-in varies between airlines and ticket class. Please visit your airline's website for details.

### 3.3 WHAT IF MY FLIGHT IS DELAYED?

Regrettably, flight delays do occasionally occur. In this event, the airline concerned may provide you with refreshments, and if necessary, may provide overnight accommodation depending on the expected length of the delay, the time of day and the airport in question. Where you have booked a fly/cruise holiday we cannot accept any liability for any delay, which is due to any of the reasons set out in section 5.7 of these Booking Conditions (which includes the behaviour of any passenger on the flight who for example fails to check in or board on time). If your flight is delayed, we will provide fly/cruise guests with alternative flights, subject to availability. Cruise-only guests who have made their own arrangements will need to contact their travel provider or airline for assistance.

Please Note: If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances that may entitle you to claim compensation against the airline under EC Regulation No 261/2004 (the 'Denied Boarding Regulations' 2004), the Montreal Convention, or under the national laws of your Primary Country of Residence, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of any of these and similar laws 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. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you 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 applicable law. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.

## 4. ON BOARD SHIP AND DURING MY CRUISE

### 4.1 WHAT ABOUT SPECIAL DIETS?

Carrier can generally accommodate the following special diets onboard: vegetarian, diabetic, low fat, low-sodium, low cholesterol diets. Other special diets such as kosher meals and lactose-free may be available upon advanced request. Special meal requests are offered as a convenience to you may not be the same standard and offer the same range as the food provided under the general menu and must be requested in advance of sailing. If you require a special meal, you must notify us or your travel agent at the time of booking, or in no event later than 100 days prior to sailing, to ensure that we have sufficient time to confirm your arrangements. We will endeavour to, but cannot guarantee that we will be able to, accommodate reasonable requests. Please ask your travel agent for further information.

**ALLERGY NOTICE: Due to the nature food preparation at sea, we cannot guarantee that our galleys, food, or drink products are allergen free as cross contamination may occur. If you have food allergies, refrain from utilising any self-service food venues and speak to a member of restaurant staff before ordering and/or consuming any food or drink products.**

#### 4.2 WHAT ABOUT SPECIAL SERVICES/ REQUIREMENTS?

We seek to assist those passengers with disability and reduced mobility by making reasonable endeavours to cater for those with special services/assistance requirements. For those with disability or reduced mobility we will seek to ensure comfortable travel through airports, piers and onboard by liaising with airlines, port agents, hotels, transport companies and of course our ships to make any reasonable and necessary arrangements for assistance for genuine medical reasons.

Please advise us in writing of any special requirements you may have before you make a booking e.g. the carrying of any special medical equipment, assistance animals, wheelchairs, assistance at the airport/port/onboard or relating to ship or hotel accommodation at the time of making a booking. We will also provide with your first Booking confirmation a "Guest Special Needs" form (also available on our website) which we ask you to complete and return to us no later than 90 days before travel as this gives you the opportunity to consider and advise us in detail of any special requirements you may have in writing. Based on the information you provide about any special needs you may have we will assess the suitability of the trip based on those needs as we owe you a legal a duty of care to ensure you are reasonably safe whilst in our care. If we consider that, because of your special needs, your booked holiday is unsuitable, we will contact you as soon as possible after you have provided information to us about your needs to explain our reasons and assess any possible alternatives. For all potential guests considering cruising with us, please feel free to contact your local booking office in advance of making a booking to discuss with us any special needs. We can then advise on an informal basis if we consider your chosen cruise is suitable. Please note that any sensitive personal information you provide to us will be treated in the strictest confidence. Where we cannot provide appropriate support or the services as requested, we will advise you as soon as possible. The request/ information can be emailed to special\_needs@rccl.com. Should your needs change after booking or you become aware that you need assistance as described above you must notify us immediately and we will make reasonable efforts to assist you at that time.

#### 4.3 CAN A SPECIAL REQUEST BE GUARANTEED?

Regrettably, no. We will endeavour to meet reasonable special requests, we regret we cannot guarantee that either we, or any supplier, will be able to do so. Not meeting any special request for legitimate reasons will not be a breach of contract. If a special request can only be met at an additional cost, except where contrary to the requirements of applicable law, that cost will either be invoiced prior to departure or will be payable locally. Confirmation that a special request has been noted and passed on to the supplier or the inclusion of the special request on your Booking confirmation or any other documentation is not confirmation that the request will be met. Unless specifically agreed by us in writing at the time of booking, we cannot accept any booking that is conditional on a special request being satisfied. Such bookings will be treated as normal bookings subject to the above comments on special requests.

#### 4.4 CONSUMPTION OF ALCOHOL ON BOARD

The minimum drinking age for all alcoholic beverages onboard all vessels in our fleet depends on the location of the ship at the start of the cruise itinerary but can change during the sailing as local laws require. For ships originating in Europe, Asia, Australia and South America the minimum drinking age limit is eighteen (18). For ships originating in North America, the minimum drinking age is twenty-one (21). At private shoreside resorts such as Labadee and CocoCay and when in US & Canadian ports, the minimum drinking age is twenty-one (21). We reserve the right to vary minimum age limits without notice where local laws require or where we deem it desirable or necessary. If a guest that is below the minimum age limit to consume alcohol onboard has a birthday during a cruise itinerary that would then mean they meet the minimum age limit for consuming alcohol, they must notify the Guest Services Desk and provide evidence in the form of their passport as proof of age in order to allow the Guest Services Desk to update their details and permit them to purchase alcohol onboard. Please note that within the territorial waters of some countries on your itinerary or based on your embarkation port, the onboard shops may be closed or alternatively restrictions may be imposed on some items available for purchase or additional VAT added dependent on that country's VAT rules. Restrictions apply and this policy is subject to change without notice. Guests are allowed to bring on board, on embarkation day only, 1 bottle (75cl) of wine or champagne, per guest of drinking age, for consumption within their stateroom. When consumed in any shipboard restaurant, bar or dining venue, a corkage fee of not to exceed \$50 applies per bottle. Alcoholic beverages that are purchased in ports of call or from onboard shops will be stored by the ship and delivered to guest staterooms on the last day of the sailing. Security may inspect containers (water bottles, soda bottles, mouthwash, luggage etc.) and will dispose of containers holding alcohol. The Guest Conduct Policy may be enforced, up to and including disembarkation, if a guest violates any alcohol policy. Guests under the age limits above will not have alcohol returned to them. Guests who violate any alcohol policies, (over consume, provide alcohol to people under stated age above, demonstrate irresponsible behaviour, or attempt to conceal alcoholic items at security and or luggage check points or any other time), may be disembarked or not allowed to board, at their own expense, in accordance with our Guest Conduct Policy. Carrier reserves the right to revoke or otherwise restrict drinking privileges of any guest, regardless of age. Applicable regulatory age restrictions apply while the ship is in port and until the vessel enters international waters.

#### 4.5 SHORE EXCURSIONS AND RELATED Services

**The information contained relating to shore excursions on our systems and documentation is correct to the best of our knowledge at the time of issue. Our descriptions may refer to activities that are available in the ports you are visiting. Please note that these excursions are owned and operated by local operators who are independent third parties. We have no responsibility for any such activities, as they are neither run, supervised nor controlled in any way by us. These activities are provided by local operators who are entirely**

**independent of us and we act as the agent for these operators. They do not form any part of your contract with us even where we suggest particular operators/centres and/ or assist you in booking such activities in any way, unless they are expressly booked as part of your package holiday.**

**Agreements you enter into directly with providers in relation to shore excursions are between you and the local operators, and do not form any part of your contract with us, irrespective of the fact we may provide practical assistance to you in booking such activities or even make the booking on your behalf. Accordingly, we cannot accept any liability, whether in contract, tort or otherwise, in relation to such activities.**

Shore excursions may involve or require physical exertion, or involve a degree of risk or danger, and you should carefully consider whether the shore excursion is suitable for you. It is your responsibility to adequately research any shore excursions and/or activities you intend to participate in and make any relevant enquiries of the third-party operators of same to ensure that you are prepared with appropriate attire for the excursion/activity, including any necessary attire for difficult/dangerous terrain, physical exertion for long periods, and/or extremes of weather. Accordingly, we cannot guarantee that shore excursions are available generally or for guests with disabilities – please contact us or your travel agent for information on specific excursions.

Special arrangements for those guests with reduced mobility or disability may be available on certain shore excursions that have been risk assessed as suitable. For details including any cost consequences for making those special arrangements, please email contact your local booking office with details of any special requirements. Where applicable, please also provide wheelchair/scooter dimensions, weight and battery type. Tours involving flights, special events, overland and hotel stays can result in costs to us and may be subject to a cancellation fee.

We cannot guarantee and do not make any representations as to the accuracy of any information given by us or local operators in relation to such activities or about the resorts/area/location you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place, or the way in which it will take place, as these services are not under our control.

If you feel that any of the activities mentioned, which are not part of our contract, are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resorts/area information and or such outside activities, which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of the booking, though we cannot guarantee to do so.

**Notwithstanding the above, you acknowledge and agree that the very nature of recreational activities on the shore excursion that you are participating in can be dangerous, with inherent risk, dangers and hazards and personal injury (and sometimes death) can occur, and you agree to assume and accept all risks of personal injury or death which may occur. The potential dangers and risks associated with these activities may include but are not limited to difficult and dangerous terrain, physical exertion for long periods, extremes of weather including sudden and unexpected changes and evacuation difficulties in the event of injury.**

**By using, participating in, engaging, or booking a shore excursion you accept these risks and agree that Royal Caribbean Cruises Ltd. trading as Royal Caribbean Group, and all of its subsidiaries, affiliates, employees, successors, assigns, affiliated ships, respective masters, officers and crew, operators, charterers, underwriters, agents, servants, administrators, contractors and third party operators are not liable to any claim you, your dependents or legal representatives (except where we have been negligent) for, breach of contract or statute or statutory duty resulting in personal injury or death, any direct/indirect or consequential loss or damage including without limitation of financial loss (such as loss of profits or use of capital or revenue or otherwise), or for any punitive, exemplary, special or incidental loss or damage whether such liability arises in contract, tort, equity, from its supply of the shore excursions.**

By using, participating in, engaging, or booking a recreational activity you acknowledge, agree and understand that the risk warnings contained above constitute a 'risk warning' for the purposes of any relevant legislation.

Please Note: Any dispute or claim arising out of a shore excursion must be brought against the local excursion operator, however if such dispute or claim is made against any Royal Caribbean contracting entity, it must be brought in the Courts of England and Wales, in accordance with laws of England and Wales who shall have sole jurisdiction over such dispute or claim.

## **Tenders**

In some ports the ship will anchor offshore and use smaller boats which hold around 100 people (known as tenders) to transport guests to shore. Guests will go to a tender platform from which you will board the tender. On occasion and due to operational reasons, it is necessary for us to switch from a docked port of call to a tender. Please note that passengers embark, travel in and disembark tenders at their own risk.

The tender services are provided by independent third parties and Carrier does not operate, supervise or control them in any way. Accordingly, we cannot guarantee that tenders are available or even suitable for guests generally or whether they are available and suitable for guests with disabilities or reduced mobility. Carrier is not liable or responsible for any illness, injury or death of any passenger or for any damage to, or loss of any luggage or other personal possessions of any passenger arising out of or in connection with travelling and alighting on the tenders, as these services are not under our control.

**You are required to follow all directions given to you by the staff on the tenders. If you cause damage to the tender or its furnishings, or equipment, or any other property on the tender, or to any other passenger, you shall be fully liable for such damage and indemnify Carrier against all costs or claims which arise.**

#### 4.6 consecutive cruises.

If consecutive cruises are taken (for example, a Western Caribbean cruise immediately followed by an Eastern Caribbean cruise), please note that there may be duplication of onboard programs, menus and entertainment. Please also note that due to the preparation of the ship between sailings, some shipboard facilities may not be available on changeover day. On the changeover day, it will be necessary for you to disembark the ship in order to comply with customs and immigration. It is also necessary for all consecutive cruise guests to re-register their SeaPass on changeover day for the new sailing; this must be done at the pier before you board the ship again for your next cruise. If you have booked the same stateroom for each sailing, you may leave luggage within your stateroom. If you have booked different staterooms for each sailing, you will need to pack your luggage at the end of the first sailing, and it will be stored for you until your new stateroom is ready for occupancy.

Please note that due to restrictions under the U.S. Passenger Vessels Services Act, we cannot accept reservations for consecutive itineraries that begin in one U.S. port and conclude in a different U.S. port. In the event such an itinerary is booked, we reserve the right to cancel one of the cruises at the guest's expense and/or the guest shall be responsible for any and all fines that result due to such booking.

#### 4.7 ASSISTANCE

If you are in difficulty while on holiday and require assistance with health services, local authorities or consular assistance, please call us on +1 954-628-9290 for information. Agents speak English and Spanish language only and you will be charged the local costs to call the U.S.

#### 4.8 SMOKING POLICY

Smoking is not permitted in any dining venue, casino, theatre, lounge, hallway, elevator or corridor. This policy includes smoking-like products such as electronic cigarettes. Smoking is not permitted inside any stateroom or on any stateroom balcony. Smoking is only permitted in designated areas of the ships. Our smoking policy is subject to change. Changes may be introduced where countries that we are sailing to/from enforce their local smoking regulations.

## 5. ADDITIONAL INFORMATION

### 5.1 WHAT IF I AM TRAVELLING WITH A GROUP?

Please consult your travel agent or us directly for deposit, payment, cancellation and other information. Terms and conditions for those travelling in a group may be different to those that apply to individual bookings.

### 5.2 WHAT ABOUT GUESTS WITH SPECIAL NEEDS?

You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. At the time of booking (or as soon as possible if the condition arises after booking) you must tell your travel agent (or us if booking direct) in writing about any assistance or requirements that you have relating to accommodation, seating or services on your holiday including medical assistance or a requirement to bring medical equipment onto the cruise. We also ask that you notify us of any medical or physical condition which will or may require medical treatment or attention during your holiday or which may or will affect your holiday in any way (including your use of any services or facilities) in order that we can prepare accordingly and make all reasonable efforts to accommodate you in a safe manner. Please provide as much information as possible. Our ships have a limited number of accessible staterooms, equipped with features designed to help guests with a mobility disability or other disability who may find a non-accessible stateroom restrictive. Guests who book these staterooms must sign and return the Guest Special Needs Form we provide in order for us to ensure that they are only allocated to those guests who have a genuine medical requirement for them. We reserve the right to reassign guests to a standard stateroom where there is no genuine medical need for an accessible stateroom or cancel the booking, in order to ensure the above. Please contact our Reservations Department or your travel agent for further information. Please be aware that some ports of call may not have an infrastructure capable of providing accessible access or transport for disembarking the ship. Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the ship inaccessible. If you would like to bring a motorised wheelchair or scooter onboard you must complete the Guest Special Needs Form we provide and then send it to our Special Services Department by email at [res.emea@rccl.com](mailto:res.emea@rccl.com) at time of booking to provide the dimensions as size limitation may apply and we may not be able to accommodate this request. Certain conditions (for example, use of tenders or some shore excursions) may prevent guests with wheelchairs from going ashore at certain ports of call. Guests affected by a disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance.

We regret we must reserve the right to refuse to allow anyone to travel in accordance with EU Regulation 1177/2010. This includes a refusal in order to meet safety requirements established by international, union or national law or those competent authorities, or where the design of the ship or port infrastructure (including terminals) and equipment makes it impossible to carry out the embarkation, disembarkation or carriage of a guest in a safe or operationally feasible manner. Based on the information you provide about any special needs you may have, we will assess the suitability of the trip based on those needs as we owe you a legal duty of care to ensure you are reasonably safe whilst in our care. If we consider that, because of your special needs, your booked holiday is unsuitable, we will make contact with you as soon as possible after you have provided information to us about your needs to explain our reasons and assess any possible alternatives. For all potential guests considering cruising please feel free to contact in advance of making a booking to discuss with us any special needs. We can then advise on an informal basis, if we consider your chosen cruise is suitable. Please note that any sensitive personal information you provide to us will be treated in the strictest confidence.

### 5.3 ARE THERE ANY AGE RESTRICTIONS?

On our ships which are sailing from ports in Europe, Asia, South America, Australia or New Zealand, no person under eighteen (18) (a 'minor') may sail on any cruise holiday or have a stateroom on his or her own unless accompanied by a parent, a legal guardian or authorised person\* who is over the age of eighteen (18). Please note, that for any of our ships sailing from a port in the US or Canada, the minimum age for the above policy will be twenty-one (21). For minors under the age of eighteen (18) at the start of the sailing who are not travelling with at least one of their parents or a legal guardian, written authorisation to travel from a parent/legal guardian must be provided. \*Minors travelling with an adult(s) who is not the parent or legal guardian shall be required to present (a) the minor's valid passport, (b) all applicable visas and (c) an original legally affirmed or notarised letter signed by at least one of the child's parents/ legal guardians. Where such letter is required, the letter must authorise the travelling adult to take the minor/s on the specified cruise and must authorise the travelling adult to supervise the minor, sign applicable sports waivers and permit any medical treatment that must be administered to the minor which in the opinion of the treating doctor needs to be carried out without delay. A letter can be legally affirmed or notarised by a practising lawyer, notary or commissioner for oaths for a fee. If such evidence is not produced, the minor(s) concerned will not be permitted to board the ship or undertake the cruise. Carrier will not be responsible for any costs, expenses or losses suffered as a result either by the minor affected, the person(s) paying for their cruise (if not the minor him/herself), or any persons travelling with the minor who decide not to continue with the holiday as a result of the failure to produce a letter of authorisation as set out above. Please note: that parent(s)/legal guardian travelling with a child who has a different surname to the parent(s)/legal guardian, will be required to produce official proof such as a full birth certificate/wedding certificate/divorce papers to prove that they are the parent(s)/legal guardian of the children concerned. Proof of legal guardianship is also required where there is a minor travelling with their legal guardian. Individual staterooms can be booked by married couples whose minimum age is sixteen (proof of marriage is required at time of booking). Individual staterooms may only be occupied solely by minors where such staterooms are adjacent (directly opposite or next door) to the stateroom of the parent or legal guardian of the minor. Onboard there are certain facilities where each entry is restricted by age. The minimum age for infants to sail is six (6) months, as of the date of sailing and twelve (12) months, as of the date of sailing for Transatlantic/Transpacific Ocean Voyages, Hawaii, Australian, selected South American cruises and other selected cruises. For the purposes of this policy, any cruise that has 3 or more days consecutive at sea will require infants to be 12 months old on the first day of the cruise/cruise tour. The health and safety of our guests is our number one priority. As such, in consideration of the limitations of the shipboard medical facility, equipment and staff, the company cannot accept waivers, releases or requests for exceptions to this policy.

### 5.4 WHAT ABOUT ADVANCED OR DELAYED SAILINGS AND CHANGES IN THE ITINERARY?

We regret we cannot guarantee that ships will call at every advertised port or follow every part of the advertised itinerary. Itineraries may change from time to time, both before and after your sailing departs. Both Carrier and the Master of the ship have the right to omit or substitute any port(s), call at any additional port(s), vary the order of call for ports, change the time of arrival at, departure from or time spent at any port of call, deviate from the advertised itinerary in any way or substitute another ship. Where possible, you will be advised of any significant changes to your confirmed itinerary before departure – see section 5.5. Changes to the last confirmed itinerary for your cruise may become necessary after you have departed for a variety of reasons such as prevailing weather and sea conditions, guest emergencies, providing assistance to other vessels and the ship being unable to operate at its normal speed(s) due to unexpected mechanical or technical problems. Normally, changes in the itinerary are to protect the interests and safety of our guests. We will of course do our best to avoid any changes that will have a significant detrimental effect on your last confirmed itinerary. However, we cannot accept any liability in respect of any changes that result from circumstances outside our control (see section 5.10) or which do not have a significant detrimental effect on your overall Cruise.

### 5.5 CAN YOU CHANGE OR CANCEL MY HOLIDAY?

Occasionally, we have to make changes to and correct errors in our terms and conditions or the brochure or on our website and other details both before, and after, bookings have been confirmed and, even more rarely, cancel confirmed bookings. There may be a requirement to carry out maintenance/ building works on your cruise or we may be required to comply with government or official orders that affect our services. Where the works are likely to seriously impair your holiday, or a relevant government or official order is published, we will notify you as soon as possible. Occasionally we may also be forced to cancel a US back-to-back cruise due to local legal restrictions preventing us from allowing you to travel on this basis but will endeavor to advise you promptly after making such a booking if this is necessary. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. If we have to make a minor change, we will notify you at the time and in a manner corresponding to the nature and timing of the change, without a right of cancellation or compensation implied. If we have to make a significant change or cancel, we will tell you as soon as possible. For significant changes, if there is time to do so before departure, we will offer you the choice of the following options: (A) accepting the changed arrangements; (B) purchasing an alternative holiday from us; or (C) cancelling or accepting the cancellation in which case you will receive a refund of all monies you have paid to us.

### **Significant Changes**

A significant change is a change to your confirmed holiday, which we can reasonably expect will have a significant effect on it. Examples of significant and minor (defined below) changes are as follows:

Significant change: a change from two days' port of calls to two days sailing instead on a four-night sailing; a change in departure airport (excluding changes between local airports) and a change in the time of your outbound flight by more than 12 hours.

Minor change: a change from one port of call to another; a change from one day's port of call to one day sailing; a change in timings for any port(s) of call but the ship still calls at all confirmed ports; a change in order of ports that are visited and a change in the time of your departure that is less than 12 hours.

#### 5.6 CAN YOU REFUSE TO ALLOW ME TO TRAVEL?

If in our reasonable opinion or the reasonable opinion of the ship's Master or doctor, you are or appear to be unfit to travel for any reason or a risk or danger to yourself or a danger to others or behave in such a way as to cause or likely to cause danger, upset or distress to any third party or danger to property. In this situation, we are entitled without prior notice to refuse to allow you to travel on any ship and to terminate your cruise holiday at any time. You may then be left at any port or place at which the ship calls without us incurring any liability. You will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you. To ensure a healthy sailing, we may also request that guests who arrive at check-in and are showing symptoms of gastrointestinal type illness or other illnesses that spread easily from person to person, may be asked following consultation with our medical staff to reschedule their cruise. The same right to refuse to allow you to travel or to use any services applies where you are or appear to be unfit to travel or otherwise behave badly as set out above during any other part of your holiday. If you have failed to give proper notice of any assistance or need you require in accordance with section 5.2 and in accordance with EU Regulation 1177/2010 we reserve the right to refuse to allow you to travel.

#### 5.7 WHAT IS YOUR LIABILITY TOWARDS GUESTS?

Subject to section 5.8 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 Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury because of our actions or your contracted holiday arrangements are not provided as promised or prove materially 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. 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 acts or omissions of our employees, servants or agents if they were at the time of the alleged act or omission acting lawfully and performing duties or services on our specific instructions, and within the course of either their employment or their engagement by us.

**We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:**

- The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
- The act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- An event or circumstances which we or the supplier of the services could not have foreseen or avoided even if taking all reasonable care; or
- The act and/or omission(s) of any person(s) who at the time of the alleged act or omission was not acting lawfully and performing duties or services on our specific instructions, and/or within the course of either their employment or their engagement directly by us; or
- 'force majeure' as defined in section 5.10.

We cannot accept any liability for any damage, loss, injury or expense ("Loss") that you may incur as a result of any statement, omission, representation, warranty, promise or information provided by you whether orally or written and regardless of the format or medium ("Communication") to us or your travel agent prior to booking your holiday with us, regardless of whether we acted on such Communication, or whether we could (or should) have foreseen that you would suffer or incur loss if we acted upon it; nor can we accept any Loss which did not directly result from any willful misconduct or negligent act or omission by us in performing the contract between us.

Additionally, we cannot accept liability for any business losses. We cannot accept responsibility for any services, which do not form part of our contract with you. 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 in our brochure or on our website, and we have not agreed to arrange them. 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 as set out above and we do not have any greater or different liability to you.

If the particular services which gave rise to the claim or complaint complied with local standards, laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws which govern these Booking Conditions, and which would have applied had those services been provided in country whose laws govern these Booking Conditions. The exception to this is where the claim or complaint concerns the absence of a safety feature, which might lead a reasonable holidaymaker to refuse to take the holiday in question.

#### 5.8 WHAT IS YOUR LIMIT OF LIABILITY TOWARDS GUESTS?

Where applicable and to the fullest extent permitted by law, we shall rely on the financial limits specified in the Convention relating to the Carriage of Passengers and their luggage by Sea 1974 as supplemented and/or varied by any other applicable legislation from time to time in force including, but not limited to Regulation (EC) No 392/2009 (together 'The Athens Convention') in relation to your cruise as well as the process of getting on and/or off the ship. For any claim involving death or personal injury or delay of or loss of or damage to luggage the only liability we have to you is in accordance with The Athens Convention. This means you are not entitled to make any claim against us which is not expressly permitted by The Athens Convention or which is in excess of the limits provided by The Athens Convention. Any claims covered under The Athens Convention must be made within the time limits set out in The Athens Convention. The Athens Convention limits the maximum amount we as the carrier have to pay if found liable in the event of death or personal injury and for claims concerning luggage and valuables. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. 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, except as otherwise expressly set out in the Booking Conditions, the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements or hotel stay 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 license granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money that you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. The current maximum limits that apply under the Athens Convention in the event of our liability for death or personal injury caused by a shipping incident is 250,000 SDRs (approximately £240,000) unless such is caused by an act of war, natural phenomenon, civil war, terrorism or any other exception set out in the Athens Convention. Where we are found to have been negligent this limit is increased to 400,000 SDRs (approximately £410,000). The limit of our liability for death and personal injury for non-shipping incidents is limited to 400,000 SDRs (approximately £379,000). In the event of our liability for damage and loss to baggage, where baggage is deposited with the ship, this is limited to 3,375 SDRs (approximately £4,000) and for damage and loss to cabin luggage this is limited 2,250 SDRs (approximately £2,500).

**THIRD PARTY BENEFICIARIES: Please note: Lead Guest accepts on behalf of themselves and their travelling party that Carrier's exclusions and limits of liability (including all rights, defences and immunities) specified in these Booking Conditions shall also apply to and benefit: (a) designated third parties include any parent, subsidiary, affiliate, assignee or successor company of all entities identified in this Clause, (b) the officers, directors, employees, agents, crew and pilots of all the entities identified in this Clause, (c) any and all agents, independent contractors, suppliers, concessionaires, physicians and medical personnel, retail shop personnel, health and beauty staff, fitness staff, shore excursion providers, tour operators, (d) shipbuilders, manufacturers and designers of the Vessel or Transport, (e) suppliers, installers and maintainers of all component parts, launches, appurtenances, craft or facilities (whether at sea or on shore) related to the Vessel or any substitute ship or Transport, owned or operated by their owners, operators, managers, agents, charterers, contractors, concessionaires or others, and (f) owners and operators of all shoreside properties or facilities at which the Vessel or any substituted ship or the Transport may call. This Clause is without prejudice to the applicable statutory rights of any guest.**

#### 5.8.1 ONBOARD ACTIVITIES RISK DISCLOSURE AND ACKNOWLEDGMENT

Guest agrees to read the descriptions below of activities onboard the Vessel before boarding the Vessel. Participation in the onboard activities is voluntary. Not all activities are available on all vessels. Guest agrees and acknowledges there may be a risk when participating in the activities described below. In addition to reading the warning and acknowledgement of risk below, Guest agrees to read warning signs onboard the Vessel and convey both the warning and acknowledgment of risk below and warning signs onboard to every Guest named in their booking, including minors.

Guests may engage in supervised or unsupervised sporting activities including but not limited to, basketball, volleyball, and soccer. Guests must consider their own physical fitness and ability before participating. Guests must wear footwear and clothing appropriate for the activity and follow posted rules or direction of staff. Rules, equipment, and activity areas may not be regulation. Age restrictions may apply for certain activities or competitions.



*Fleetwide:*

a. Rock Climbing Wall. Allows Guests to climb as high as 60 feet above deck (depending on the Vessel) on the Rock Climbing Wall while wearing a safety harness. Restrictions: Must be at least 6 years of age; weight restrictions apply based on equipment and must be able to fit into the harness. Clothing: must wear shorts or pants, socks, dry clothes and climbing shoes which will be provided, no skirts or bikini bottoms.

*On Several Vessels:*

b. Ice Skating Rink. Guests may engage in unsupervised ice skating during specific hours. Restrictions: Children under 5 years of age must be accompanied on the rink by a parent or Legal Guardian. Ice skates and helmets will be provided. Must wear helmet, long pants and socks. It is the responsibility of the Guest to make sure that their skates and helmet, and those of any minors, fit properly and are properly fastened.

c. Zipline. Allows Guests to race across on a Zip Line suspended nine decks above the Vessel's Boardwalk. Restrictions: Must weigh no less than 75lbs and no more than 275 lbs, and be at least 52 inches tall.

d. RipCord by iFLY. Allows Guests to float suspended in the air in this skydiving simulator on deck. Restrictions: Must be at least 3 years of age. Guests shorter than 6 feet must weigh less than 230 lbs. Guests 6 feet and taller must weigh less than 250 lbs. Must wear equipment provided.

e. Circus Trapeze School. Trapeze School at the SeaPlex allows Guests to take flying trapeze lessons. Safety mats are provided to cushion Your landing. Restrictions: Must be at least 6 years of age, and able to climb a ladder and hang on a trapeze.

f. Roller Skating Rink. Guests may engage in unsupervised roller skating at the Vessel's roller-skating rink. Restrictions: Children under 5 years of age must be accompanied on the rink by a parent or Legal Guardian. Helmets must be worn. All other safety equipment provided is optional, but highly recommended. It is the responsibility of Guest to make sure that their skates, and helmet, and those of any minors, fit properly and are properly fastened.

g. Sky Pad. Allows Guests to participate in a supervised bungee trampoline experience. Guest must be strapped into a safety harness, will be fitted with a virtual reality headset, and suspended by bungee cords over a trampoline. During this activity, Guest determines how high to jump or whether to jump at all. Restrictions: Must be at least 5 years old to jump and at least 7 years old to jump while wearing a virtual reality headset. Otherwise, wearing of virtual reality headset is optional. Participants must weigh at least 20 lbs and no more than 240 lbs.

h. FlowRider. The FlowRider surf simulator causes 30,000 gallons of water per minute to rush underneath the rider at 30 mph creating force similar to 5-ft ocean waves in the rear wipe-out area, whereas in the front wipe-out area the water depth may be as little as 1 inch. Although the fall area is padded, there is a high risk of injury upon falling and upon being swept by the rushing water into the back of the rear wipe-out area and forced against the back wall. Participants must be at least 58 inches tall to stand up surf and 52 inches to Boogie Board. No loose articles may be worn including knee braces, arm braces, leg braces, hats or sunglasses.

**WARNING/ACKNOWLEDGMENT OF RISK: THE ACTIVITIES LISTED ABOVE ARE ALL VOLUNTARY AND ARE NOT SUITABLE FOR ALL GUESTS. YOU OR YOUR CHILDREN MAY SUFFER MINOR OR SERIOUS PHYSICAL INJUR(IES) OR DEATH. THE RISKS OF INJURY INCLUDE (BUT ARE NOT LIMITED TO): BROKEN BONES, FRACTURES, CONCUSSIONS, DIZZINESS, MOTION SICKNESS, DISLOCATIONS, CONTUSIONS, TORN LIGAMENTS AND TENDONS, SPRAINS AND STRAINS, CUTS TO THE HEAD, BODY AND/OR LIMBS, BUMPS AND BRUISES, PROPERTY LOSS OR DAMAGE, ABRASIONS AND/OR LACERATIONS. ALTHOUGH RARE, CATASTROPHIC INJURIES MAY OCCUR, AND COULD INCLUDE PERMANENT DISABILITY, SPINAL INJURY, PARALYSIS, OR DEATH. PARTICIPANTS ELECT TO VOLUNTARILY PARTICIPATE IN THE ACTIVITY(IES) WITH FULL KNOWLEDGE AND ACCEPTANCE OF ANY AND ALL RISKS ASSOCIATED WITH THE ACTIVITY AND IDENTIFIED ABOVE. PARENTS AND LEGAL GUARDIANS TRAVELLING WITH MINOR CHILDREN WHO ENGAGE IN THE ACTIVITY ARE DEEMED TO HAVE WARNED THE CHILDREN OF THESE RISKS AND ASSUMED THE RISK ON THE CHILD'S BEHALF.**

**5.9 IF I HAVE A COMPLAINT?**

In the unlikely event you have a reason to complain whilst away, you must immediately notify the Guest Services Desk onboard ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to address and to attempt to resolve any issue you raise. Any verbal complaint must be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction and you wish to follow this up on your return, you must contact the Customer Service Desk onboard or your local booking office.

You must give your booking reference number and full details of your complaint within 28 days of your return from holiday unless a different time limit applies to your claim — see section 2.1, 2.3, 2.4 and 5.8. We will only accept complaints from the lead name of a booking. If your complaint is written on behalf of other members of your travelling party, their full names and booking reference numbers must be clearly stated in the correspondence together with their authority for you to handle the complaint on their behalf. If you fail to follow this complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

We both agree that any dispute, claim or other matter arising out of or in connection with your contract or your holiday with us which cannot be settled by agreement, may be referred to an agreed Arbitration scheme which can be used for disputes relating to alleged breaches of contract and/or negligence claims. Alternatively, where you have specifically booked online, you may choose to take advantage of an approved online Dispute Resolution service. If the dispute is not resolved by Alternative Dispute Resolution, you must issue legal proceedings in the Courts of England and Wales. The contract between us is governed by the laws of England and Wales.

We can only pay you compensation if the following conditions are met:

- If asked to do so, the person(s) affected must transfer to us any rights they have against the supplier or whoever else is responsible for your claim and complaint.
- The person(s) affected must agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights transferred to us.

Where a dispute cannot be resolved to your satisfaction, as an alternative to court action, a more economic and independent alternative dispute resolution (ADR) forum may be available. Please ask your travel agent for details of the ADR forum available in your country of residence.

#### 5.10 WHAT ABOUT CIRCUMSTANCES WHICH ARE OUTSIDE YOUR CONTROL?

Except where we specifically say otherwise in these Booking Conditions, we cannot accept any liability or pay any compensation where your holiday and/or any other services we have promised to arrange or provide cannot be provided at all, or as promised or you otherwise suffer any damage or loss (as more fully described in clause 5.7 above) as a result of circumstances which are outside our control ('force majeure'). When we talk about circumstances which are outside our control, we mean any event which we or the supplier of the service in question could not have predicted or avoided even after taking all reasonable care. Such events are likely to include war or threat of war, acts of terrorists or threats of such acts, riots or civil unrest, industrial action, government orders, natural or nuclear disaster, fire, adverse weather conditions, health risks, epidemics, pandemics, mechanical difficulties (which we could not have anticipated or avoided despite our normal comprehensive mechanical checks), the non-availability of ports and ancillary facilities; the inability of cruise operators to operate cruises as a direct or indirect result or consequence of any government or regulatory order (including the loss or restriction of shipping or transit rights or the right of cruise operators to access ports and/ or ancillary facilities) and all similar circumstances which are outside our control.

If, in the event of unavoidable and extraordinary circumstances, we cannot guarantee your timely return home from your cruise holiday, we shall be responsible for necessary accommodation for a period not exceeding three nights per traveler. Such limits may vary with regard to persons with reduced mobility, pregnant travelers and those with specific medical needs whom we have made us aware of their needs at least 48 hours prior to travel. Likewise, if unavoidable and extraordinary circumstances prevent us from completing the voyage, and we notify you of this without undue delay before the start of the package commences, we will have no liability to you save for a refund of the amount paid for the holiday.

#### 5.11 INSOLVENCY PROTECTION (EU GUESTS ONLY)

When you book a cruise-only holiday via one of our authorised travel agents, all monies you pay for that booking will be held by the travel agent on your behalf until we issue our booking confirmation. Until that point, your monies are not protected by our insolvency insurance (if any) held in your country. We therefore recommend that you use a travel agent who offers their own financial security arrangements so that in the event that the travel agent becomes insolvent before we issue our booking confirmation, all monies that you have paid to that travel agent will be refunded to you. In the event that our authorised travel agent becomes insolvent after we have issued our booking confirmation, then all monies you have paid to that travel agent for that cruise only holiday may be protected by our insolvency insurance (if any) held in your country. You will be required to pay any outstanding balance due (if any) directly to us (or any other travel agent nominated by us) in accordance with these Booking Conditions in order to receive your holiday. If you have booked a cruise-only holiday with us you should expect to receive from the travel agent a booking confirmation issued by us, which shows that we are responsible for the cruise part of your holiday only. Please note for the purpose of insolvency protection, this will include any additional components including any on shore hotel accommodation and/ or ground transfers arranged by us as part of your cruise booking with us.

You may book a cruise-only holiday in conjunction with other services (such as flights, onshore accommodation and/or ground transfers) that are arranged or provided by a travel agent or tour operator (acting as 'Travel Organiser') with whom you book. In this situation, where the Travel Organiser provides you with a package holiday incorporating third party services, your contract for your entire holiday including the cruise and all other such services and arrangements will be with your Travel Organiser and not us. Your holiday will not be protected by our insolvency insurance (if any) held in your country. Instead, you must check that your Travel Organiser has their own appropriate financial security arrangements to protect all monies you pay to that organiser for your holiday and to repatriate you if already abroad (if applicable) in the event of their insolvency.

You should receive a booking confirmation issued by the Travel Organiser showing that they are responsible for providing all elements of your holiday. In the event of insolvency of the Travel Organiser before we have received full payment from them for the cruise-only element of your holiday, your cruise-only booking may be cancelled and we will be under no obligation to provide

you with that cruise, or any refund or any compensation. In such circumstances, you should seek compensation from the provider of financial security arrangements (if any) that the Travel Organiser has made.

#### 5.12 COMMON INTEREST GROUPS AND IMMERSION SAILINGS

From time to time we may have various common interest groups on board attending for example conventions, conferences, seminars, training courses, competitions, tournaments or specialty holidays such as cookery and dancing courses. These groups may take place on the dates when you are sailing with us. While we envisage that this will not affect the overall normal day-to-day operation of the ship, there may be occasions when certain facilities are unavailable to you whilst these groups are on board. Some sailings are sold by the regional country market for that itinerary in higher numbers, so there may be a large majority of that region's guests on that sailing, such as our sailings in China, which will be largely sold to the Chinese market or our sailings from Southampton, which will be largely sold to the UK and Irish market. These sailings are known as Immersion sailings and this means that the product will be tailored to the local market onboard in terms of language, food and entertainment. However, English language will always be used alongside any local language on board all of our ships for any onboard announcements, onboard program and menus.

#### 5.13 BOOKING CONDITIONS VALIDITY

These Booking Conditions are valid from the date above/below. You must ensure that you are using an up-to-date brochure when you book your holiday. We cannot accept any liability whatsoever for any mistakes and/or any incorrect/inaccurate information which results from the use of an out-of-date brochure.

#### 5.14 WHAT OTHER CONDITIONS APPLY TO MY HOLIDAY?

Airlines, hotels, lodges, rental companies and our other suppliers have their own conditions, which will apply to your holiday, we strongly recommend that you refer to these. Some of these conditions may limit or exclude the airline's or other supplier's liability to you, often in accordance with International Conventions. Copies will be available from our suppliers.

#### PRIVACY STATEMENT

For the purposes of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and the UK Data Protection Act, 2018 (the "Data Protection Regulations"), we are a Data Controller. In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and addresses of party members, credit/ debit card or other payment details and special requirements; such as those relating to any disability or medical condition, which may affect the chosen holiday arrangements, and any dietary restrictions which may disclose your religious beliefs. We may also need to collect other personal details such as your nationality, citizenship, gender and passport details in addition to the details mentioned above to provide to third parties in order to fulfill your holiday. We need to pass on your personal details to the companies and organizations that need to know them so that your holiday can be provided (for example your airline, hotel, the ship operator, other supplier, credit/debit card company or bank). We may also be required, either by law or by applicable third parties (such as Immigration such disclosures will only be made if permitted by the Data Protection Regulations or the General Data Protection Regulation (as applicable) and any associated legislation. Such companies, organisations and third parties may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries and we shall take steps to ensure that your personal information is kept safe in line with The Data Protection Regulations privacy standards. All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept confidential but may be shared with third parties if necessary in order to provide services to you e.g. transfers through air or land ports. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We may be entitled to charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances, we are entitled to refuse your request. If you believe that any of your personal details, which we are processing, are inaccurate or incorrect please contact us immediately. For full details of our privacy policy please go to our website and click "Privacy."

#### CCTV (CLOSED CIRCUIT TELEVISION)

We use CCTV to record images on all ships across our fleet, including the Vessel, for the security and safety of our crew and guests. For further information on how this information is used and how long it is stored for please reference our privacy policy or direct your inquiries to [privacy@rccl.com](mailto:privacy@rccl.com).

#### COMPANY DETAILS

Royal Caribbean Cruises Ltd. and Celebrity Cruises Inc. are both Liberian companies with places of business in Miami, Florida, U.S.A. Each of the entities listed below are subsidiary businesses of Royal Caribbean Cruises Ltd. and are either: (A) the sales and marketing agent (i.e., local booking office) for Royal Caribbean Cruises Ltd. and/or Celebrity Cruises Inc.; and/or (B) the operators of certain vessels. The relevant ship operator will be listed on your booking confirmation.

##### A. Local Booking Offices.

- Royal Caribbean Cruises Ltd., 1050 Caribbean Way, Miami, Florida, U.S.A., 33132
- Celebrity Cruises Inc., 1050 Caribbean Way, Miami, Florida, U.S.A., 33132
- RCL Cruises Ltd., Building 7, The Heights, Brooklands, Weybridge, Surrey, England, KT13 0XW
- Royal Caribbean Cruises (Asia) Pte Ltd., 3 Anson Road #13-02, Springleaf Tower, Singapore 079909
- Royal Celebrity Mexico Cruceros, S. de R.L. de C.V., Manuel Avila Camacho No. 36 11000 Ciudad de Mexico, CDMX, Mexico
- RCL Cruises Travel (Cyprus) Ltd., Neocleous House, 195 Makarios III Avenue, 1-5th, Limassol, CY-3030 Cyprus.

B. Ship Operators.

- Royal Caribbean Cruises Ltd., 1050 Caribbean Way, Miami, Florida, U.S.A., 33132
- Celebrity Cruises Inc., 1050 Caribbean Way, Miami, Florida, U.S.A., 33132
- RCL Cruises Ltd., Building 7, The Heights, Brooklands, Weybridge, Surrey, England, KT13 0XW
- RCL Cruises (Cyprus) Limited, Neocleous House, 195 Makarios III Avenue, 1-5th, Limassol, CY-3030 Cyprus.
- Islas Galapagos Turismo y Vapores C.A., Av. Naciones Unidas E2-30 y Nuñez de Vela, edificio Metropolitan, Office 14-04, Quito, Ecuador
- Oceanadventures S.A., Av. Naciones Unidas E2-30 y Nuñez de Vela, edificio Metropolitan, Office 14-04, Quito, Ecuador

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