



## TICKET CONTRACT

### IMPORTANT NOTICE TO GUESTS

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY CARNIVAL CRUISE LINE TO, AND ACCEPTED BY, GUEST SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW.

THE ATTENTION OF GUEST IS ESPECIALLY DIRECTED TO SECTIONS 1, 4, AND 12 THROUGH 15, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF GUESTS TO ASSERT CLAIMS AGAINST CARNIVAL CRUISE LINE, THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING FORUM SELECTION, CHOICE OF LAW, TIME LIMITATIONS FOR FILING SUIT, ARBITRATION, WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND CLASS ACTION WAIVER.

### IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY!

In consideration of the receipt of the total cruise price and/or boarding and lodging on the vessel to which this Ticket Contract applies (the "Vessel"), Carnival Cruise Line ("Carnival") and Guest agree that the booking of the cruise and the cruise are subject to the following terms and conditions:

#### 1. DEFINITIONS AND SCOPE OF CONTRACT

(a) Whenever the word "Carnival" is used in this Contract it shall mean and include the Vessel, and all its owners, operators, employees, agents, charterers, and water shuttles. The term "Guest" shall include the plural where appropriate, and means all persons or entities booking or purchasing passage and/or traveling under this Contract, including heirs, representatives, and any accompanying minors. The masculine includes the feminine. "Guest" shall have the same meaning as "Passenger" in this Contract.

(b) "Cruise Fare" or "Fare" means the amount paid for the cruise which includes full board, ordinary ship's food during the voyage, but not charges or expenses for goods or services voluntarily or incidentally incurred by Guest, including, but not limited to, for spirits, wine, beer, soft drinks or mineral waters, shore excursions, salon and spa services, room service or dining in specialty restaurants, charges for any medical services received onboard, or Service Gratuities (as described below). "Required Cruise Fees and Expenses" means the amount of mandatory and third-party fees and expenses associated with the Cruise Fare for services on board and in port (which are subject to penalty). "Government Taxes and Fees" means taxes and government-imposed fees for the performance of the cruise and related purchases, such as port head taxes, value-added taxes, air and hotel taxes, and similar fees and taxes assessed on the transaction and associated with the Cruise Fare. "Cruise Charges" means the Cruise Fare and Required Cruise Fees and Expenses, combined. The "Total Cruise Price" means the Cruise Fare, Required Cruise Fees & Expenses and Government Taxes and Fees, combined.

(c) The Total Cruise Price shall be deemed to be earned when paid and not refundable except as stated on Carnival's website applicable to the voyage and as provided in Section 7 herein. For your convenience, a "Service Gratuity" will be automatically added to the onboard account for each guest, except for children under the age of 2, to recognize the efforts of a wide variety of crewmembers in various departments who contribute to the experiences of all our guests. Service Gratuities, which are subject to adjustment at your discretion, are pooled and distributed in the form of added wages, bonuses and/or crew benefits. A Service Charge will be automatically added to optional purchases for beverages, specialty dining and other voluntary purchases during the cruise.

(d) This ticket is valid only for the person(s) named hereon as Guests and cannot be transferred or modified without Carnival's written consent. The acceptance or use of this ticket by the person(s) named hereon as Guests shall be deemed acceptance and agreement by each of them to all of the terms and conditions of this cruise Contract.

(e) All rights, exemptions from liability, defenses and immunities of Carnival under this contract shall also inure to the benefit of Carnival's facilities, whether at sea or ashore, servants, agents, managers, affiliated or related companies, suppliers, shipbuilders and manufacturers of component parts and independent contractors, including, but not limited to, shore excursion or tour operators, ship's physician, ship's nurse, retail shop personnel, health and beauty staff, fitness staff, video diary staff, and other concessionaires, who shall have no liability to the Guest, either in contract or in tort, which is greater than or different from that of Carnival.

(f) Except as otherwise expressly provided herein, this contract constitutes the entire agreement between Carnival and Guest and supersedes all other agreements, oral or written. Any alteration to any term of this contract must be in writing and authorized by Carnival. In the event of a direct conflict between a provision of this contract and a provision of the Cruise Industry Passenger Bill of Rights ("PBOR") in effect at the time of booking PBOR controls. Guests purchasing, spa services or shore excursions through Carnival are subject to the additional terms and conditions which are incorporated by reference. VIFP Members agree to the additional terms and conditions of VIFP membership which are incorporated by reference. Except as provided in Section 14 below, should any provision of this contract be contrary to or invalid by virtue of the law of the jurisdiction in which this contract is sought to be

enforced or be so held by a court of competent jurisdiction, such provision(s) shall be deemed to be severed from the Contract and of no effect and all remaining provisions herein shall be in full force and effect and constitute the Contract of Carriage.

(g) Onboard charges and additional expenses charged to Guest's Sail and Sign® account will be made in the functional currency of the Vessel, which may differ from the type of currency used to secure the booking.

## 2. TRAVEL DOCUMENTATION AND GUEST OBLIGATIONS

(a) Proper travel documentation and eligibility to travel is required at embarkation and throughout the cruise. In addition to immigration and customs requirements, the U.S. government and others place restrictions on the carriage of Guests whose names appear on government watch lists or who are deemed legally ineligible to travel. It is the Guest's sole responsibility to ensure his/her legal eligibility to travel and to bring and have available at all times all required travel documents. Guests are advised to check with their travel agent and with the appropriate government authorities to determine the necessary documents and travel eligibility requirements for their particular cruise destinations, including the port of embarkation. Carnival assumes no responsibility for advising Guest of what travel documents are required for the requested itinerary and it is recommended that Guest travel with a valid government issued passport at all times. Carnival may cancel the booking of any Guest who is or becomes ineligible to travel for any reason, or who is traveling without proper documentation. Any such Guest, or any Guest who fails to board the ship at embarkation, shall be ineligible to board the ship thereafter without Carnival's consent, and shall not attempt to do so at the same or another port. Under these circumstances the Guest shall not be entitled to a refund or compensation of any kind. Guest is responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to their final destination. Under no circumstances shall Carnival be liable for any costs, damages or expenses whatsoever incurred by any Guest as a result of such failure, cancellation or denial of boarding.

(b) Guest acknowledges receipt of Carnival's applicable website and travel information and agrees to abide by the terms and conditions of not just this Contract, but also the information contained on Carnival's website, including but not limited to the information contained in the "Frequently Asked Questions" and "Embarkation Information" sections.

(c) Guest acknowledges that, for a voyage commencing in a United States port for a round-trip voyage via one or more United States ports, Guest must complete the voyage and disembark at the embarkation port. Failure to do so may result in a fine or penalty being imposed by the United States Customs Service or other governmental agency. In consideration for the Cruise Fare paid, Guest agrees to pay any such fine or penalty imposed because of Guest's failure to complete the voyage.

(d) Carnival shall refuse boarding to any Guest under the age of twenty-one (21) unless: (1) the Guest is traveling in the same stateroom with an individual twenty-five years or older; (2) traveling in the same stateroom with their spouse; or (3) traveling with a parent or guardian in an accompanying stateroom; or (4) is a qualified member of the U.S. military. Adult Guests agree to be responsible at all times for the safety and behavior of their minor Guests who are traveling with them and Guests agree to properly supervise and monitor all minors traveling with them and to prevent such minors from engaging in hazardous horseplay or any other dangerous behavior. Proof of age and/or proof of marriage are required. Carnival shall not be liable to make any refunds or for any damages with respect to any Guest's failure to provide proper proof of age or marriage or otherwise comply with this provision.

(e) Guests must attend the mandatory safety briefing once onboard at the commencement of the cruise and any subsequent briefing ordered by the ship's officer during the cruise. Guests shall comply with all onboard health, environmental and safety policies and procedures (including but not limited to those specified in Sections 5 and 6 below and on Carnival's website<sup>(opens a new window)</sup>), and shall familiarize themselves with the nature and character of the ship, as well as, all emergency exits, to assist with safe evacuation in the event of an emergency.

(f) Guests must comply with all pre-embarkation, onboard and shore excursion rules and policies including, but not limited to, all environmental and public health policies and procedures, and shall familiarize themselves with the nature and character of the ship, onboard waste /recycling receptacle stations, and Guest agrees to comply with all such policies and procedures, as well as environmental laws and regulations.

(g) Carnival may deny boarding to any persons with certain enumerated crimes on their record, which include but are not limited to aggravated assault (including aggravated domestic violence), murder, robbery, sexual assault, and other sexual offenses. Carnival reserves the right to access public records containing information about any criminal convictions and/or crimes to which Guest has pleaded guilty as part of its Guest screening process, including obtaining a consumer background report showing such criminal pleas and convictions from a credit reporting agency and to deny embarkation at any time to any person who has been convicted of any of or pleaded guilty to any of the crimes enumerated above. Carnival may also deny boarding to any persons who have violated Carnival's Code of Conduct in the past or persons whom Carnival deems to be a concern for the safety or wellbeing of other guests or crew. Guest hereby consents to Carnival's accessing public records concerning Guest and obtaining a consumer background report regarding Guest from a credit reporting agency regarding criminal conviction/s and conduct as part of its screening policy. In the event a denial of boarding: 1) the reservation of the Guest who is denied boarding because of a criminal record, past violation of Carnival's Code of Conduct, or because of a concern for the safety or wellbeing of other guests or crew, shall be deemed to have been cancelled by the Guest who is denied boarding on the date of the booking of such Guest's reservation, and subject to the standard cancellation penalties in Section 7 below and 2) the booking, reservation and ticket contract of any Guest travelling with any person denied boarding due to this screening policy (including, but not limited to, the booking, reservation or ticket contract of those in the

same travel party as Guest, whether or not such person was to stay in the same cabin or another cabin with the individual denied boarding) shall be unaffected and cancellation by any of these other Guests will be subject to the standard cancellation penalties in Section 7 below.

(h), Guests must arrive on time at the port and at their designated arrival appointment time. Except as otherwise expressly provided in Carnival's Cancellation and Refund Policy, no refunds will be made in the event of "no shows", unused tickets, lost tickets, partially used tickets, or cancellations received late or after the start of the cruise. Guest further acknowledges and agrees that they must disembark the vessel as instructed by the crew and at their designated time slot for disembarkation. Guests will not be permitted to delay the disembarkation process or request late disembarkation.

### 3. YOUR TRAVEL AGENT; CONTACT INFORMATION AND RELEASE

(a) Any travel agent, sales agent, or third party travel company utilized by the Guest in connection with the booking of the cruise, or this contract, is solely the agent of the Guest and not Carnival. Carnival is not responsible for the financial condition or integrity of any travel agent utilized by Guest. In the event that an agent shall fail to remit to Carnival any monies paid to the agent by Guest, Guest shall be and remain liable for any fare or other amounts due to Carnival, regardless of whether liability is asserted before or after embarkation. Issuance and validity of ticket contract is conditional upon final payment being received by Carnival prior to sailing. Any refund made by Carnival to an agent on behalf of Guest shall be deemed payment to Guest, regardless of whether the monies are delivered by the agent to Guest. Receipt of this ticket contract, any other documentation or notification pertaining to the cruise by Guest's travel agent shall constitute receipt by Guest.

(b) Guest agrees that any email address, telephone number, or mailing address provided to Carnival during the booking or per-cruise process by or on behalf of such Guest ("Provided Contact Information") may be used by Carnival as the email address, telephone number, or mailing address for such Guest, whether or not the Provided Contact Information in fact includes Guest's individual email address, telephone number, or mailing address. Guest consents to and agrees that Carnival may use the Provided Contact Information to give any notice or information relating to Guest's reservation, booking, or ticket contract and that Carnival's sending of any notice or information by use of the Provided Contact Information shall constitute notice to Guest. Guest further consents to and agrees that Carnival may communicate with any person contacting Carnival from any Provided Contact Information concerning Guest's reservation, booking, or ticket contract. GUEST HEREBY RELEASES AND FOREVER DISCHARGES CARNIVAL, AND CARNIVAL'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND CONTRACTORS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTIONS OR SUITS ARISING OUT OF, OR RELATED TO: 1) CARNIVAL'S USE OF THE PROVIDED CONTACT INFORMATION TO PROVIDE NOTICES OR INFORMATION TO GUEST, OR; 2) CARNIVAL'S COMMUNICATING WITH ANY PERSON CONTACTING CARNIVAL FROM THE PROVIDED CONTACT INFORMATION CONCERNING GUEST'S RESERVATION, BOOKING, OR TICKET CONTRACT.

### 4. BAGGAGE, PERSONAL PROPERTY, PROHIBITED ITEMS, AND LIMITATION OF LIABILITY

(a) Each fully paid adult Guest will be allowed a reasonable amount of luggage on board containing their personal belongings. Luggage means only trunks, valises, satchels, bags, hangers and bundles with their contents consisting of only such wearing apparel, toilet articles and similar personal effects as are necessary and appropriate for the purpose of the journey. Carnival reserves the right to inspect all luggage for the safety and security of the Vessel and deny any such luggage it deems unreasonable or unsafe.

(b) You agree that Carnival's liability as a Carrier for loss or damage to baggage is limited to US \$250 per bag per Guest up to a maximum of two (2) bags per Guest for sailings 14 days or less and up to a maximum of three (3) bags per Guest for sailings 15 days or longer. Carnival shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD/Blu-ray players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, cosmetics, electric hair appliances, liquids, luggage locks, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products or business or other documents under any circumstances, whether carried within Guest's luggage or otherwise. Use of any stateroom safe will not increase Carnival's liability as provided in this Ticket Contract.

(c) No tools of trade, household goods, presents and/or property of others, jewelry, money, cameras, documents, valuables of any description including but not limited to such articles as are described in Title 46 of the United States Code section 30503 shall be carried except under and subject to the terms of a special written contract or Bill of Lading entered into with Carnival prior to embarkation upon application of the Guest. The Guest warrants that no such articles are contained in any receptacle or container presented by him as baggage hereunder, and if any such articles are shipped in the Guest's baggage in breach of this warranty, no liability for negligence, gross or ordinary, shall attach to Carnival for any loss or damage thereto.

(d) Carnival shall not be liable for: (1) Guest's failure to comply with the requirements set forth in this clause (2) any loss or damage before baggage comes into Carnival's actual custody on board or after baggage leaves Carnival's actual custody on board, including, but not limited to, loss or damage by airlines or other transportation services; (3) any loss or damage of baggage while not in the actual possession, custody and control of Carnival; (4) damage due to wear, tear or normal usage; (5) any loss or damage of

perishable items, medicine, liquor, cash, securities or other financial instruments, or (6) any loss or damage while in the custody and control of stevedores.

(e) No Guest is permitted to bring on board the Vessel live animals (other than qualified service dogs, with not less than 14 days advance notice given to Carnival). Guest will be solely responsible for any and all damage and/or loss caused by service dogs.

(f) Weapons, knives, firearms, contraband, ammunition, explosives, incendiary devices, or other dangerous items are strictly prohibited aboard the Vessel. Carnival reserves the right to confiscate, destroy and/or turn over to authorities these or any other items it deems in its sole discretion to be detrimental to the safety or comfort of any person or which are otherwise improperly in the possession of any Guest. Each Guest warrants that no such articles are contained in any receptacle or container carried or presented as baggage. Alcoholic beverages are prohibited except as provided for in Section 9.

(g) Marijuana and cannabis, and any and all marijuana and/or cannabis derivatives, and all illegal controlled substances are strictly prohibited and may not be brought on board any Carnival vessel. Marijuana and all marijuana and cannabis derivatives are strictly prohibited from Carnival's vessels, even if they are legal in some states or jurisdictions. Guest hereby expressly agrees that Carnival has, at all times with or without notice, the right to search Guest's cabin and baggage and/or personal effects for any prohibited items including but not limited to drugs, weapons, and other contraband, at any location, to ensure compliance with these and other restrictions. Guests and their luggage will be routinely and randomly screened by security personnel and screening tools and equipment, including narcotics and contraband sniffing dogs during embarkation, at ports of call and on board. Any Guest who refuses any such search or screening, or any Guest traveling with such items and/or attempting to board the Vessel with any such items, may be denied boarding or reboarding and/or disembarked and no refund of any portion of the the Total Cruise Price will be issued. Guest will be solely responsible for any and all damage and/or loss caused by his violation of this policy.

#### 5. PUBLIC HEALTH PRACTICES AND PROCEDURES; UNDERSTANDING AND ACCEPTANCE OF RISKS

GUESTS ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH THEIR PHYSICIAN AND TO REVIEW THE U.S. CENTERS FOR DISEASE CONTROL AND PREVENTION ("CDC") WEBSITE FOR UPDATED INFORMATION. GUEST ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE VESSEL, THE GUEST OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, COLDS AND NOROVIRUS. GUEST FURTHER UNDERSTANDS AND ACCEPTS THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND CARNIVAL'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. GUEST KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS TICKET CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

#### 6. NATURE OF CRUISE; FITNESS TO TRAVEL; SPECIAL NEEDS; PREGNANCY AND INFANTS; DISEMBARKATION

(a) The Guest admits a full understanding of the character of the voyage and the Vessel and assumes all risks incident to travel and transportation and handling of Guests and cargo. Guest acknowledges and agrees that all or part of their voyage may be in remote areas or locations where medical care, evacuation, or other emergency services may be limited, delayed, or unavailable. Guest further understands that, although the vessel is equipped with a medical center and qualified medical personnel, such facilities and personnel are not intended or represented to be a full-service hospital or to provide the same level of care that may be available on land. By embarking on the voyage, Guest voluntarily assumes all risks associated with the possible unavailability or limitation of medical care, treatment, or evacuation during the cruise and releases the Carrier from any liability arising from such circumstances to the fullest extent permitted by law. Guest further acknowledges that their own health insurance will not cover or be applicable to any medical services received on board and that such charges may not be eligible for reimbursement from Guest's own insurance. Guest acknowledges and agrees that they are solely responsible for all charges related to medical services received onboard and/or at a port of call. Carnival strongly encourages all guests to obtain travel insurance prior to the cruise that can help offset such medical expenses. Guest further acknowledges and agrees that all charges for delivered onboard medical services will be automatically applied to the Guest's shipboard Sail and Sign® account, even if such charges exceed the limit set on their Sail and Sign® folio. If Guest is unable to satisfy payment of medical charges on board, Guest agrees that Carnival will be entitled to seek collection of such expenses from the Guest after the cruise. Guest agrees to indemnify and reimburse Carnival in the event Carnival elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith. Guests who embark in violation of the Ticket Contract terms assume all associated risks and agree to indemnify and reimburse Carnival for all resulting losses, costs and expenses, including without limitation those related to the Vessel's deviation from its scheduled route, and other expenses attributable to disembarkation of such Guests. Guests are further advised to refer to Sections 5 and 11 which specify their responsibilities and obligations in these situations.

(b) Carnival's vessels visit numerous ports in a number of countries. Guests assume responsibility for their own safety and Carnival cannot guarantee Guest's safety at any time. The United States Department of State, Centers for Disease Control and Prevention and other governmental and tourist organizations regularly issue advisories and warnings to travelers and Carnival strongly recommends Guests obtain and consider such information when making travel decisions. Carnival assumes no responsibility for gathering said information.

(c) Guest warrants that Guest and Guest's travelling party are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or crewmembers or result in a deviation of the voyage. Any Guest with special medical, physical, or other needs requiring medical attention or special accommodation during the voyage is requested to notify Carnival in writing at the time of booking of such special need. Upon booking the cruise, Guests who have special needs are requested to contact Carnival's Guest Access Desk (305-599-2600 ext. 70025) to discuss the details of their special needs. Carnival recommends that any Guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage. Carnival does not provide one-on-one personal care assistance, and all Guests must be able to provide such care for themselves (e.g., performing personal tasks such as eating, dressing, toileting, bathing, and getting around the ship). Once on board, our crew will not provide any assistance with such personal tasks. Guests are encouraged to contact their treating physician to discuss their health concerns, including pregnancy, before traveling. (See Clause 6(d) below for pregnancy restrictions).

(d) Carnival and the Master each reserves the right to adopt and implement public health protocols, refuse boarding or passage, disembark, or confine to a stateroom any Guest who violates the terms of this ticket contract or Carnival's policies or any Guest whose physical or mental condition or behavior would be considered, in the sole opinion of the Captain in consultation with the ship's physician, a risk to any Guest or crew member. Guest understands and acknowledges that in addition to the limitations on medical care described in Clause 6(a), prenatal and early infant care, in particular, may require specialized diagnostic facilities and/or treatment that are not available or obtainable during the cruise on board the ship and/or ashore in ports of call. Therefore, any Guest that is unfit to travel, and any Guest who will at any time during the cruise enter her 24th week of estimated gestational age, agrees not to book a cruise or board the ship. Infants must be at least 6 months of age at the time of embarkation in order to sail, however children must be at least 12 months of age at the time of embarkation to sail on the following itineraries: Transoceanic voyages and remote itineraries, where there are more than 2 consecutive sea days. Carnival and the Master reserve the right to disembark any unfit Guest or any Guest whose behavior affects the comfort, enjoyment, safety or wellbeing of other Guests or crew members. Guests disembarked in such circumstances shall be liable as set forth in Sections 2, 9 and

(e) Carnival reserves the right to debark, deny boarding, or cancel the reservation without refund, compensation, or payment of any Guest who is unfit to travel and/or who will be in excess of their 23rd week of gestation at time of sailing, except as set forth in Carnival's cancellation policy described in Section 7 below, based on the timing of such cancellation.

(f) Guest understands and accepts that Carnival may prohibit Guest from going ashore in any port of call, and/or limit Guests going ashore to specific activities or excursions authorized by Carnival, for public health-related reasons in its sole discretion.

## 7. CANCELLATION BY GUEST, REFUNDS

Guests must arrive on time at the port and at their designated boarding appointment time. Except as otherwise expressly provided in Carnival's Cancellation and Refund Policy, no refunds will be made in the event of "no shows", unused tickets, lost tickets, partially used tickets, or cancellations received late or after the start of the cruise. Carnival strongly recommends the purchase of trip cancellation insurance that includes coverage for travel cancellation or interruptions.

Cancellation charges for all bookings will be assessed as listed below. Guests who have made reservations for multiple occupancy cabins (for example for three, four, or five persons) are subject to the cancellation charges and schedule below for the entire cabin reservation, even if Guest does not cancel his or her individual reservation and even if the names of all persons to be in the same cabin as Guest are not provided at the time of booking. Guests whose embarkation is denied under Section 2(g) above (related to background checks and conduct) are also subject to the cancellation schedule below as are Guests who have made bookings as part of the same travelling party as a Guest who is denied embarkation, as set forth under Section 2(g) above.

Guest agrees that any losses sustained by Carnival in the event of cancellation would be very difficult or impossible to quantify, and the cancellation fees are fair and reasonable as liquidated damages.

Days Prior to Departure Date    Cancellation Charge (Per Guest)\*

2-5 day cruises (excluding all Alaskan, European, Transatlantic, and Panama Canal cruises):

Up to 76 days            None (except Cruise Charges with non-refundable payments\*)

75 to 56 days            Deposit

55 to 30 days            Deposit or 50% of Total Fare, whichever is greater

29 to 15 days            Deposit or 75% of Total Fare, whichever is greater

14 days or less            100% of Total Fare

6 day or longer cruises, as well as all Alaskan, European, Transatlantic, and Panama Canal cruises:

Up to 91 days	None (except Cruise Charges with non-refundable payments *)
90 to 56 days	Deposit
55 to 30 days	Deposit or 50% of Total Fare, whichever is greater
29 to 15 days	Deposit or 75% of Total Fare, whichever is greater
14 days or less	100% of Total Fare

Total Fare is defined as and includes the Cruise Fare, Required Cruise Fees and Expenses, Government Taxes and Fees, Transfer Services, Pre/Post Cruise Vacation Packages and Air Supplements (excluding Restricted Air which is non-refundable any time after booking). If a cruise or tour reservation is cancelled, the balance of any prepaid Government Taxes and Fees and Required Cruise Fees and Expenses shall be refunded, after deducting any cancellation charges that apply. Any prepaid Service Gratuity will not be subject to a cancellation penalty and will be refunded in case of cancellation.

\*Certain promotional offers may not be listed on this page, please refer to the terms and conditions of your specific promotion for more details. A full ship charter and a group contract other than this Ticket Contract may specify their own cancellation charge schedule.

Except as otherwise provided in Carnival's Cancellation and Refund Policy, the deposit under Early Saver is non-refundable. All cancellations that occur prior to final payment due date will receive a non-refundable and non-transferable future cruise credit, redeemable for US dollars bookings, in the amount of the deposit less a \$50 per person service fee. The future cruise credit must be used for a new reservation made within 12 months from the date of cancellation, is applicable to any Carnival Cruise Line sailing available in US dollars and can only be applied to the price of your future cruise. Any unused portion will be forfeited.

#### 8. CARNIVAL'S RIGHT TO INCREASE FARES, INCREASE OR ESTABLISH CHARGES FOR GOODS AND SERVICES, CANCEL OR CHANGE VOYAGE, AND CHANGE STATEROOM ASSIGNMENTS AND TO PERFORM CONSTRUCTION OR REPAIRS, LIMITATIONS ON VACATION PROTECTION PRODUCTS, CASINO BALANCES

(a) Subject to applicable laws, Carnival reserves the right to increase published fares and air fare supplements without prior notice. If after booking, governmental action results in any element of Government Taxes and Fees, as defined above in section 1(b), to exceed the original amount quoted for the booking, Carnival reserves the right to pass through the extra amount to Guests even if the Cruise Fare has already been paid in full. Carnival may, in its sole discretion, require Guests to prepay such increases in Government Taxes and Fees prior to boarding the Vessel or apply such increase to Guest's onboard folio at the time of sailing. Guest's refusal or failure to pay any such increase may be deemed a cancellation by Guest. In the event that a cruise fare listed, quoted or advertised through any website, Carnival sales person, travel agent or any other source is booked but is incorrect due to an electronic error, typographical error, human error or any other error causing the fare to be listed, quoted or advertised for an amount not intended by Carnival, Carnival reserves the right to correct the erroneous fare by requesting the Guest to pay the correct fare intended (and associated fees, expenses and taxes), or by canceling the cruise in exchange for a full refund, but in no event shall Carnival be obligated to honor any such booking resulting from the error or otherwise be liable in such circumstances.

(b) Carnival reserves the right to offer promotional cruise fares that require a minimum occupancy requirement per cabin. When the booked cruise fare is contingent on a minimum occupancy requirement per cabin, cancellation by one or more Guests in a cabin may cause an adjustment to the remaining Guests booked cruise fare based on the prevailing and available rate at the time of the cancellation ("recalculated fare"). Final payment in full of the recalculated fares (and associated fees, expenses and taxes) for all remaining Guests in a cabin is due by 11:59:59 p.m. EST on the eve before the start of the cancellation penalty period. Failure to make timely final payment in full of the recalculated total price by all remaining Guests in a cabin will result in automatic cancellation of the reservation for the entire cabin.

(c) Carnival has the right, without previous notice to the Guest, to cancel this contract at the port of embarkation or at any time during the voyage. In the event a voyage is canceled or terminated early due to a mechanical failure of the Vessel, Guest is entitled to their Total Cruise Price, or a proportional share thereof as determined by Carnival, in addition to transportation to the Vessel's scheduled port of disembarkation or Guest's home city, at Carnival's discretion and expense, as well as necessary lodging at the unscheduled port of disembarkation, if required, at Carnival's expense. In the event a voyage is canceled or shortened for any reason other than a mechanical failure of the Vessel, Guest shall be entitled to a Future Cruise Credit or an Onboard Credit equal to their Total Cruise Price paid or a proportional part thereof, as determined by Carnival, and Carnival shall have no further liability for damages or compensation of any kind.

(d) Carnival may change the duration and/or itinerary of the cruise at any time. The Vessel shall be entitled to leave and enter ports with or without pilots or tugs, to tow and assist other vessels in any circumstances, to return to or enter any port at the Master's discretion and for any purpose, and to deviate in any direction or for any purpose from the direct or usual course, and to omit or change any or all port calls, arrival or departure times, with or without notice, for any reason whatsoever, including but not limited

to health and safety, security, adverse weather, hurricanes, tornadoes, strikes, tides, hostilities, civil unrest, port closings, emergency debarkations of Guests or crew, late air, sea, car or motor coach departures or arrivals, mechanical breakdowns, declared pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies, US or foreign governmental advisories or travel warnings, all such deviations being considered as forming part of and included in the proposed voyage. Except as provided in Clause 8(c) with respect to mechanical failures, as provided in Carnival's change of itinerary policy in effect when the Guest or Guest's agent accepts the terms of this Ticket Contract, or as required by federal regulations, Carnival shall have no liability for any compensation or other damages in such circumstances for any change in itinerary, ports of call, ports of embarkation and debarkation, and/or duration of the cruise (including a longer than planned duration of the cruise due to port closings) (Carnival's change of itinerary policy can be found at Carnival's Website (opens a new window) or at Carnival's FAQs (opens a new window) Page).

(e) Except as provided in Clause 8(c) with respect to mechanical failures, or as required by federal regulations, if the performance of the proposed voyage is hindered or prevented (or in the opinion of Carnival or the Master is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, adverse weather conditions, strikes on board or ashore, restraint of Princes, Rulers or People (including but not limited to orders by governmental agencies restricting travel due to declared pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies) seizure under legal process, breakdown of the Vessel, congestion, docking difficulties or any other cause whatsoever or if Carnival or the Master considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the port of Guest's destination may expose the Vessel to risk or loss or damage or be likely to delay her, the Guest and his baggage may be landed at the port of embarkation or at any port or place at which the Vessel may call, at which time the responsibility of Carnival shall cease and this contract shall be deemed to have been fully performed, or if the Guest has not embarked, Carnival may cancel the proposed voyage without liability to refund passage money or charges or fares paid in advance.

(f) Carnival and the Master shall have liberty to comply with any orders, recommendations or directions whatsoever given by the Government or Department of any nation or by any person acting or purporting to act with the authority of such Government or Department or by any Committee or person having under the terms of the War Risks Insurance on the Vessel the right to give such orders, recommendations or directions, and if by reason of, and in compliance with any such orders, recommendations or directions anything is done or is not done the same shall not be deemed a deviation or a breach of this contract. Disembarkation of any Guest or discharge of baggage in accordance with such orders, recommendations or directions shall constitute due and proper fulfillment of the obligation of Carnival under this Contract.

(g) Specific stateroom assignments are not guaranteed. Carnival reserves the right to move Guests to a comparable stateroom for any reason, including but not limited to, instances in which a stateroom is booked with fewer than the maximum number of Guests the stateroom can accommodate; or when a partial Guest cancellation occurs and the remaining number of Guests do not match the maximum number of Guests the stateroom can accommodate.

(h) Guest agrees and acknowledges that Carnival may, at any time and without notice, impose charges for, increase charges for and/or eliminate goods and services voluntarily purchased by Guest, other than what is included in your Cruise Fare, without liability to the Guest. These additional charges are exclusive of your Cruise Fare. The goods and services offered or available during the cruise, may differ from goods and services previously offered or available on prior cruises and/or what was advertised on prior versions of Carnival's website (Carnival.com), commercials, in other printed media, and/or in prior verbal discussions.

(i) Carnival reserves the right to periodically perform repairs to the Vessel and/or perform construction on the Vessel to alter, amend or remove any appurtenance, amenity, or facility on the Vessel. Guest acknowledges that such repairs, alterations, amendments or removal of any appurtenance may occur during the cruise and agrees that Carnival shall not be liable to Guest for a refund, of any portion of the Total Cruise Price, full, partial or otherwise, nor shall Guest have any legal or equitable cause of action relating thereto.

(j) Guest hereby acknowledges and agrees that Carnival's "Great Vacation Guarantee" program has been suspended and that Guest is not entitled to any benefit thereof.

(k) Prices of Shore Excursions that take place in the Bahamas are inclusive of a 10% Bahamas value added tax (VAT).

(l) At Carnival's discretion, Casino Player Bank Balances under \$100 that are not claimed prior to casino close on the last morning of the voyage may be refunded back to Guest's Sail & Sign Onboard. Balances of \$25 or more that have not been refunded back to Guest's Sail & Sign may be sent to the Guest's address on file.

#### 9. COMPLIANCE WITH RULES, SOLICITATION, SMOKING, DRINKING, ILLEGAL ACTIVITY, SEARCHES, DISRUPTIVE BEHAVIOR, BEVERAGE POLICY AND ENVIRONMENTAL POLICY

(a) Guest agrees during the course of the voyage to follow the directions of the ship's Master, or his authorized officer. Guest further agrees to abide by all shipboard rules and policies. Guests shall not solicit anyone on the Vessel for any commercial, professional, illegal, or illicit purposes. Guest agrees that any violation of this or any Clause in the ticket contract may subject Guest to disembarkation with no refund to the Guest and any such actions may cause Guest to be prohibited from sailing with Carnival in the future.

(b) Guest acknowledges that smoking is only permitted in designated areas. Guest agrees to refrain from smoking in non-designated areas and agrees that Carnival has the right to assess up to a \$500 charge, per violation, and to disembark the Guest for failure to observe Carnival's Tobacco and Marijuana Smoking Policy ("Smoking Policy")(opens a new window) with no refund to the Guest.

(c) Any and all forms of smoking, including but not limited to, cigarettes, cigars, pipes, vaporizers, and electronic cigarettes are strictly prohibited on board Carnival's vessels except in specific designated exterior deck areas and designated casino/night club spaces. All staterooms and suite accommodations, including the outside balconies, are NON-SMOKING. In accordance with Carnival's Smoking Policy(opens a new window) any possession or use of marijuana, cannabis or cannabis derivatives is strictly prohibited on all Carnival ships at all times, regardless of local, state, or other laws which might permit use or possession of marijuana, cannabis or cannabis derivatives. Carnival abides by U.S. Federal Law which prohibits the possession or use of marijuana or cannabis on its ships for any reason. Illegal narcotics/drugs including synthetic, designer drugs, marijuana, cannabis and cannabis derivatives such as Cannabidiol (CBD) items which may be labeled as medical marijuana are not allowed on board. While certain CBD products used for medicinal purposes may be legal in the U.S. based on state and local laws, they are not legal under U.S. federal law and in all the ports we visit and therefore are also considered prohibited items. Any Guest who brings marijuana or any illegal controlled substances on board, in violation of Carnival's policy or U.S. or international law, including any law of a port or the flag state, will be reported to local and/or Federal authorities and U.S. Customs & Border Protection for possible detainment and/or enforcement action. Carnival may deny boarding or disembark any Guest who brings or attempts to bring marijuana, cannabis or any cannabis derivative or any illegal substance on board with no refund to Guest and at Guest's own expense for repatriation and travel. Guest agrees to strictly comply with Carnival's Smoking Policy. Guest further agrees that any violation of Carnival's Smoking Policy would also cause Carnival to incur damages, including but not limited to, loss of Guest goodwill, revenue, cleaning, maintenance, fines and/or other costs. Any evidence of smoking in a stateroom or balcony, e.g.; smoke smell/residue, butts, ashes, upholstery/furniture burns, tampering of the smoke alarm, will constitute a violation of Carnival's Smoking Policy(opens a new window). Guests who violate our Smoking Policy will be assessed a \$500 charge, per violation, on the Guest's Sail & Sign® account, and may also result in the disembarkation of all Guests in the stateroom. Fines will be assessed in the functional currency of the Vessel which might be different than the currency used to secure the booking. Such Guests will be solely responsible for all resulting financial penalties and expenses to return home, and no portion of their Total Cruise Price will be refunded. Guest further acknowledges and agrees that any violation of this policy shall, in the sole discretion of Carnival, constitute a material breach of this cruise contract. In the event of such breach, Guest forfeits all rights hereunder, including the right to remain on board. Carnival reserves the right to disembark Guest(s), at any port, as determined by Carnival. Carnival shall not be liable for any refund or other compensation or damages whatsoever to any Guest disembarked pursuant to this provision, or who disembarks because another Guest is so disembarked. Such Guests may also be prohibited from sailing with Carnival in the future.

(d) Guest agrees, in all ports of call, to return to the Vessel or pre-boarding location in accordance with instructions given by the Vessel's Master or his authorized officer. Guest further acknowledges that shipboard and shore side clocks may have different times, but it is Guest's responsibility to return to the Vessel or pre-boarding location so as not to miss Vessel's departure. Any costs associated with transporting Guest to rejoin the Vessel including, but not limited to, governmental fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall be for the account of Guest. The Guest shall be liable to and shall reimburse Carnival or the Master for any fines or penalties imposed on Carnival by any government, governmental or regulatory agency, entity, or official, port or port official, or for expenses or losses caused or incurred for Guest's intentional or negligent act or omission, including but not limited to, criminal or disruptive behavior by the Guest onboard or Guest's failure to board the ship prior to the scheduled departure time at any port.

(e) Carnival has a "zero tolerance" policy toward any illegal activity or behavior by Guests or crew aboard. Guest agrees to comply with this policy and further acknowledges that it is Carnival's policy to report incidents of illegal activity or behavior to the appropriate law enforcement authorities. Carnival will cooperate with relevant authorities in any civil or criminal proceedings sought by those agencies. For the safety of the Vessel and of other guests and crew, Carnival reserves the right to confine any Guest who commits a crime on board until law enforcement authorities can be contacted and/or board the Vessel.

For safety reasons, Guests are prohibited from bringing alcoholic beverages on board with the following exception: At the beginning of the cruise during embarkation day, Guests (21 years of age and older) may carry on in their hand luggage, one 750 ml bottle of sealed/unopened wine or champagne per person. A \$15 corkage fee (a charge exacted at a restaurant for every bottle of wine served that was not bought on the premises), per 750 ml bottle, will be charged should Guests wish to consume their wine or champagne in a main dining room, steakhouse or bar. Guests are also prohibited from bringing water, sodas and other non-alcoholic beverages on board that are packaged in bottles. A small quantity of non-alcoholic beverages (i.e., sparkling water, sodas, juice, milk) packaged in cans or cartons may be brought on board on embarkation day, only if carried on in Guests' hand luggage (not in checked luggage). A small quantity is considered a maximum of 12 sealed, unopened cans/cartons of 12 ounces each or less per person. Any hard liquor, beer, other forms of alcoholic beverage, and non-alcoholic beverages, outside of the exceptions referenced above, are strictly prohibited (in both carry-on and checked luggage) and such items will be confiscated and discarded, and no compensation will be provided. Alcoholic beverages purchased in the Vessel's gift shops or at a port of call will be retained by Carnival until the end of the voyage. Carnival reserves the right to refuse to serve alcohol to any passenger. Guest acknowledges that the minimum age permitted for the purchase, possession, or consumption of alcoholic beverages aboard Carnival's vessels is twenty-one (21). Guest agrees to supervise all persons under age twenty-one (21) under Guest's charge to ensure that they do not violate this, or any other, shipboard regulation. Guests who attempt to purchase alcohol by using false identification or the Sail & Sign® card of a Guest who is twenty-one or older will be deemed in violation of this policy. Any Guest twenty-one or older who attempts to or purchases alcohol for any Guest under twenty-one will also be deemed in violation of this policy. Guest agrees that Carnival has the right to disembark any

Guest who violates this policy and as well as any adults traveling with minors who violate this policy or any other shipboard regulation.

Guest agrees to consume alcoholic beverages responsibly at all times and acknowledges that excessive consumption may impair judgment and create risks to the Guest and others. Guest assumes full responsibility for their conduct and all risks, injuries, or damages arising from their failure to drink responsibly. Carnival reserves the absolute right, in its sole discretion, to refuse or discontinue the service of alcoholic beverages and/or deactivate any beverage package or drinking privileges for noncompliance with Carnival's alcohol policies or for safety reasons, and no refund or credit shall be provided in such circumstances.

(f) Compliance with APHIS regulations: To protect U.S. agriculture and natural resources from the introduction and spread of foreign plant and animal pests and diseases please be advised that agricultural products including seeds, soil, live insects, food such as fresh fruit, vegetables and animal products including meat, milk, and eggs must not be brought back to the United States. This food includes meals that were offered during the cruise but were not consumed. If you have in your possession any meals or food, including any fresh fruit, vegetables and animal products such as meat sandwiches, milk, eggs from the ship, you must leave them behind or deposit them in the amnesty bin/food collection bin at the exit during disembarkation. These items are prohibited entry by U.S. Customs and Border Protection and the U.S. Department of Agriculture. Violations of these prohibitions may result in penalties and fines to the Guest and/or disembarkation without refund.

(g) Tampering with Life Saving Devices: Guest agrees to not tamper with or discard overboard any life saving device such as, but not limited to; life rings and life jackets, unless in an emergency or instructed to do so by the ship's master. Tampering with life-saving devices may result in a fine to the Guest and/or disembarkation without refund.

(h) Guest agrees not to engage in any lewd, lascivious, indecent, obscene, offensive, or outrageous behavior while on board and specifically agrees that violation of this policy may result in confinement or debarkation from the Vessel with no refund to the Guest and at Guest's own expense for repatriation and travel. Furthermore, all guests should ensure their clothing and accessories are respectful to fellow guests. Specifically, items worn during the cruise should not contain any message that may be considered offensive or contain nudity, profanity, sexual innuendo/suggestions. In addition, clothing/accessories should not promote negative ethnic or racial commentary, or hatred or violence in any form. Violation of this policy may result in Guest's disembarkation with no refund of any portion of their Total Cruise Price

(i) All guests must adhere to Carnival's environmental policy as follows: Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Guest will be strictly liable for any illegal dumping or pollution. Any willful or negligent act of discharging or releasing any unauthorized item overboard, without the express permission of the ship's staff may result in a \$500 charge, per violation, posted to Guest's Sail & Sign® account. Fines will be imposed using the functional currency of the Vessel, which may be different than the form of currency used to secure the booking. Additionally, Guest will be charged the reimbursement cost of any unauthorized discharged property belonging to Carnival and such charge will be posted to Guest's Sail & Sign® account. Guest shall also be responsible for any fines or penalties imposed on Carnival by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's violation of this policy. Violation of this policy may result in the disembarkation of all guests in the stateroom. Guests who are disembarked for violating our environmental policy will be responsible for all financial charges and expenses to return home, and no refund of any portion of their unused Total Cruise Price will be provided. Additionally, they may be prohibited from sailing with Carnival Cruise Line in the future.

(j) Consistent with our commitment to safety and our "zero tolerance" policy set forth in Section 9(e) above, any illegal activity or disruptive behavior will not be tolerated. Guest agrees to follow Carnival's Code of Conduct at all times. Any Guest whose conduct affects the comfort, enjoyment, safety, or well-being of other guests or crew will be detained onboard and/or disembarked at their own expense and will be prohibited from sailing with Carnival in the future. Any violation of our "zero tolerance" policy or Code of Conduct is a breach of the Ticket Contract, for which Guest agrees to pay Carnival liquidated damages of \$500, to be charged to the Guest's Sail and Sign® account without further notice or consent, representing the reputational and goodwill damages and injury to Carnival for Guest's violations. In addition, Guest or Guest's estate agrees to defend and indemnify Carnival and the Vessel, their servants and agents against liability which Carnival or the Vessel or such servants or agents may incur towards any person, company, or Government for any damage to property, personal injury, or death caused directly or indirectly, in whole or in part, by any illegal activity or disruptive behavior of Guest and those minors traveling with Guest.

(k) Carnival may impose a curfew for minors by requiring Guests under 18 years of age to be clear of all public areas by 1:00 a.m. ship's time unless they are accompanied by an adult in their traveling party, 21 years of age or older, or they are participating in a Carnival youth program activity.

#### 10. PERSONAL DATA; VIDEO SURVEILLANCE; RIGHT TO SEARCH OR INSPECT; PRIVACY NOTICE AND PUBLIC WIRELESS SERVICES

(a) Carnival may utilize closed circuit television cameras or other surveillance means onboard the Vessel. Guest acknowledges and agrees that such devices may be recording and that videos and images of the Guest may be stored and used as deemed necessary by Carnival to comply with law, applicable regulations, governmental and quasi-governmental requests or orders, as well as in any legal investigation or claims process.

(b) Calls made to Carnival, and calls received from Carnival, may be recorded for the purposes of audit, training and the monitoring of services provided by Carnival.

(c) Guest agrees Carnival has, at all times with or without notice, the right to enter and search Guest's stateroom, personal safe or storage spaces, or to search or screen any Guest, and/or personal effects, at any location, to ensure compliance with any of the restrictions set forth in this agreement. Any Guest who refuses any such search or screening may be denied boarding or disembarked and no refund of the any portion of the Total Cruise Price will be issued.

(d) The personal data Guest provides to Carnival, or which is obtained through Guest's dealings with Carnival or with its affiliates, will be processed in accordance with Carnival privacy notice, which describes how personal data may be processed, and which is available on the Carnival website. Carnival may from time to time change its privacy notice; you can find the up-to-date privacy notice on the Privacy Notice page(opens a new window) or by writing to the address given below. Guests may provide personal data to Carnival that may include names, postal or email addresses, date of birth, passport information, financial account, telephone numbers, likenesses, photographs or other information which would identify Guests personally. Guests may also provide Carnival or others certain sensitive data such as health, medical, dietary, religious, gender or sexual orientation information. Guest agrees that Carnival may (1) keep their personal and sensitive data, (2) use it in its business worldwide in accordance with its published privacy notice, (3) share it with its affiliated or related companies and (4) subject it to processing worldwide provided Carnival's safeguards are used. Guest agrees that any personal or sensitive data provided to Carnival in the European Economic Area may be used, processed and transferred worldwide including to the U.S.

(e) Guest agrees that Carnival may disclose personal or sensitive data to unaffiliated third parties (1) with the Guest's consent or authorization, (2) to help complete a transaction for the Guest, (3) to comply with law, applicable regulations, governmental and quasi-governmental requests, orders or legal process, (4) to enforce this or other agreements or protect the rights, safety or property of Carnival or others, (5) as part of a purchase, sale, or transfer of assets or our business, (6) to Carnival's agents or service providers to perform functions on its behalf, or (7) as otherwise described in Carnival's published privacy notice, as amended from time to time.

(f) Carnival may, but will not be required to, make wireless access to the Internet or access to wireless telephone services ("Wireless Services") available to Guests on board either directly or through a third-party service provider. All Guests agree that use of Wireless Services is at their own risk and that Carnival shall not be liable to Guests in any manner for claims, losses or damages resulting therefrom. Guests' use of Wireless Services onboard is public; privacy of any information sent or received is not guaranteed. Personal data may be available to third-party service providers and Carnival is not liable under any circumstances for any lack of privacy while using Wireless Services. Guest agrees that Carnival has the right, but not the obligation to monitor, record, intercept and disclose any transmissions over or using Wireless Services aboard the Vessel, and to provide billing, account, or use records, and related information relating to all Wireless Services as it deems appropriate in its sole discretion (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect Carnival's rights, passengers or property). All Guests agree that their use of Wireless Services is governed by Carnival's Terms and Conditions of Wireless Services [contained in your Folio or available upon connection to the internet] in addition to and any terms and conditions imposed by a third-party Wireless Services provider.

(g) Carnival may use facial recognition technology to enable embarkation, debarkation, at entry and exit of the Vessel at ports of call, on all photos taken by Carnival during Guest's voyage, as well as those photos Guest uploads to Carnival's mobile app. Carnival will delete facial biometric identifiers following completion of the voyage, prior to a subsequent voyage. All un-identified photos will be deleted within thirty (30) days after the end of each voyage or earlier upon request. Any photos that have been identified and linked to Guest's Sail and Sign® Guest ID will be retained for two (2) years to enable guest access and purchase of photos and photo memorabilia after the end of the voyage. Photos may be deleted earlier upon request. Carnival does not share facial recognition records with any third parties outside of the Carnival Corporation Ltd. group of companies. For more information about facial recognition technology, please email Carnival at [dpo@carnival.com](mailto:dpo@carnival.com).

#### 11. GUEST'S REIMBURSEMENT FOR FINES, EXPENSES, DEBTS AND DAMAGES

(a) The Guest shall be liable to and shall reimburse Carnival or the Master for any fines or penalties imposed on Carnival by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's negligent or intentional act or omission or Guest's failure to observe or comply with local requirements in respect of immigration, border patrol, customs and excise, agriculture, health, environment or any other government regulation whatsoever, including Guest's failure to board the ship prior to the scheduled departure time at any port, and the Guest shall be liable for any and all losses and fines caused by their actions in regards to illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways. For Guests who embark the Vessel in violation of the ticket contract terms, any/all resulting damages, losses, costs, expenses, credits, refunds and related claims, including without limitation those related to a deviation of the Vessel to disembark such Guests, shall be the sole responsibility of the Guest.

(b) The Guest or Guest's estate shall be liable to and shall reimburse Carnival for all deviation expenses (including loss of revenue), fines or penalties, damages to the Vessel, its furnishings, operations or equipment, or any property of Carnival caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or any minors traveling with the Guest, including discharge and release of any unauthorized item overboard, without the express permission of the ship's staff. The Guest or Guest's estate shall defend and indemnify Carnival and the Vessel, their servants and agents against liability which

Carnival or the Vessel or such servants or agents may incur towards any person, company or Government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or minors traveling with Guest.

(c) Carnival and the Vessel shall have a lien upon all baggage, money and other property whatsoever accompanying the Guest and the right to sell the same by public auction or otherwise for all sums whatsoever due from the Guest under this Contract and for the costs and expenses of enforcing such lien and such sale.

#### 12. INDEPENDENT CONTRACTORS, SHORE EXCURSIONS, AND OTHER SERVICES

(a) Guest acknowledges that most shore excursions/tours (whether conducted in the water, on land or by air), and all airline flights and ground transportation, as well as the ship's physician, and on board concessions (including but not limited to, the gift shops, spa, beauty salon, fitness center, golf and art programs, video/snorkel concession) are either operated by or are independent contractors. Even though Carnival shall be entitled to collect a fee and earn a profit from the ticketing or sale of such services by such persons or entities, Carnival neither supervises nor controls their actions, nor makes any representation either expressed or implied as to their suitability. Carnival, in arranging for the services called for by the physician or nurse, all on board concessions, all shore excursion/tour tickets, all pre-cruise and post-cruise airline flights or other transportation off of the ship and its water shuttles, does so only as a convenience for the Guest. Guest agrees that Carnival assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury, or delay to Guest and/or Guest's baggage, property or effects in connection with said services. Guests use the services of all independent contractors at the Guest's sole risk. Independent contractors are entitled to make a proper charge for any service performed with respect to a Guest.

(b) Guest acknowledges that some of the ship's personnel are employees of independent contractors and not employees of Carnival, and that Carnival is not responsible for their actions. Ship's personnel that are independent contractors include, but are not limited to; spa employees, masseuses, barbers, hairdressers, manicurists, fitness or golf instructors videographers, art auctioneers, gift shop personnel, shopping guides, wedding planners or other providers of personal services. Guest further acknowledges that although independent contractors or their employees may use signage or clothing which contains the name "Carnival" or other related trade names or logos, the independent contractor status remains unchanged. Independent contractors, their employees and assistants are not agents, servants or employees of Carnival and have no authority to act on behalf of Carnival.

(c) Although Carnival may have contracts, concessionaire agreements, and/or independent contractor agreements with the above-mentioned service providers and contractors. Guest hereby acknowledges and agrees that Guests are not intended third-party beneficiaries of any such contracts and Guests have no right to assert themselves as third party beneficiaries of such contracts or agreements.

#### 13. LIMITATIONS OF CARNIVAL'S LIABILITY

(a) In consideration for the Cruise Fare paid, it is agreed that Carnival shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Carnival nor for any intentional or negligent acts of Carnival's employees committed while off duty or outside the course and scope of their employment. Passenger assumes the risk of injury, death, illness or other loss and Carnival is not responsible for the negligence or wrongdoing of any independent contractors or sub-contractors.

(b) In consideration for the Cruise Fare paid, it is agreed that Carnival shall have no liability as a consequence of Guest's use of ship's athletic or recreational equipment or as a consequence of Guest's decision to participate in any athletic or recreational activity or event.

(c) On international cruises which neither embark, disembark nor call at any U.S. port and where the Guest commences the cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, Carnival shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to passengers in the event of accidents. On International cruises that do not embark or disembark in either a port in a European Member State or a US port, and which do not call at any U.S. port, Carnival shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided in the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention (together, the "Athens Convention"). Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carnival's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") (approximately U.S. \$608,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the passenger proves that the incident was a result of Carnival's fault or neglect. If the loss or damage was caused by a shipping incident, Carnival's liability is limited to no more than 250,000 SDRs (approximately U.S. \$380,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs unless Carnival proves that the shipping incident occurred without Carnival's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Carnival's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per passenger or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For more information on the EU Regulation 392/2009,

please see the Official Journal of the European Union EU Regulation 392/2009 PDF indicates external site which may or may not meet accessibility guidelines.

In addition, Guests embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For additional information on EU Regulation 392/2009 and EU Regulation 1177/2010, please visit Carnival's EU Regulation 392/2009 PDF and EU Regulation 1177/2010 PDF(opens a new window).

(d) Carnival shall not be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the negligence of Carnival and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to be intentionally inflicted by Carnival.

(e) In addition to all the restrictions and exemptions from liability provided in this Contract, including under Clause 13(c) for cruises that embark or disembark in a port of a European Member State, on all cruises Carnival shall also have the benefit of all statutes of the United States of America providing for limitation and exoneration from liability and the procedures provide thereby, including but not limited Title 46 of the United States Code sections 30501 through 30509, and 30511. Nothing in this Contract is intended to nor shall it operate to limit or deprive Carnival or any such statutory limitation of or exoneration from liability under any applicable laws.

#### 14. TIME LIMITS FOR CLAIMS, JURISDICTION, VENUE, ARBITRATION AND GOVERNING LAW

(a) Carnival shall not be liable for any claims whatsoever for personal injury, illness or death of the Guest, unless full particulars in writing are given to Carnival within 185 days after the date of the injury, event, illness or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within one year after the date of the injury, event, illness or death, and unless served on Carnival within 120 days after filing. Guest expressly waives all other potentially applicable state or federal limitations periods.

(b) Carnival shall not be liable for any claims whatsoever, other than for personal injury, illness or death of the Guest, unless full particulars in writing are given to Carnival within 30 days after the Guest is landed from the Vessel or in the case the Voyage is abandoned, within 30 days thereafter. Legal proceedings to recover on any claim whatsoever other than for personal injury, illness or death shall not be maintainable unless commenced within six months after the date Guest is landed from the Vessel or in the case the Voyage is abandoned, within six months thereafter, and unless served upon Carnival within 120 days after commencement. Guest expressly waives all other potentially applicable state or federal limitation periods for claims which include, but are not limited to, allegations concerning any and all civil rights, the Americans With Disabilities Act (ADA), trade practices and/or advertising.

(c) Except as provided in Clauses 14 (d) and 14(e) below, it is agreed by and between the Guest and Carnival that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or the Guest's cruise, including travel to and from the Vessel, shall be litigated, if at all, before the United States District Court for the Southern District of Florida in Miami, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Miami-Dade County, Florida, U.S.A. to the exclusion of the Courts of any other county, state or country. Guest hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available. In the event that a matter is brought in the Federal Courts of the United States and no diversity jurisdiction exists, then the matter must proceed under the Court's admiralty jurisdiction and Guest may not be allowed a trial by jury. If a matter proceeds under the Court's admiralty jurisdiction, then Carnival consents to a trial by jury pursuant to Federal Rule of Civil Procedure 39(c). Guest acknowledges and understands that a Federal Court presiding over the matter under admiralty jurisdiction may not grant a trial by jury despite Carnival and Guest's request for a trial by jury, and in such event, Guest knowingly and voluntarily waives a trial by jury.

(d) Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest (whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Contract, the booking of the cruise, including but not limited to the booking of Carnival Vacation Protection products, shore excursions, and land and hotel packages, or Guest's cruise, no matter how described, pleaded or styled, between the Guest and Carnival) in which Guest or any other claimant asserts damages for less than \$8,000 (excluding attorney fees, costs, and interest, which are not included to determine the amount at issue) must be litigated if at all before a small claims court located in Miami-Dade County, Florida, U.S.A. to the exclusion of the courts of any other county, state or country. Guest hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be otherwise available.

(e) Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest (whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Contract, the booking of the cruise, including but not limited to the booking of Carnival Vacation Protection products, shore excursions, and land and hotel packages, or Guest's cruise, no matter how described, pleaded or styled, between the Guest and Carnival) in which Guest or any other claimant asserts damages for more than \$8,000.00 (excluding attorney fees, costs, and interest, which are not included to determine the amount at issue) shall be referred to and resolved

exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., ("FAA") solely in Miami-Dade County, Florida, U.S.A. to the exclusion of any other forum. Guest hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available to any such arbitration proceeding in Miami-Dade, Florida. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and the fee schedule in effect at the time of initiating the proceeding with NAM, which are deemed to be incorporated herein by reference. Each party shall bear their own costs and fees associated with any such filing. If you have a question about the arbitration process or to obtain a current copy of the Comprehensive Dispute Resolution Rules and Procedures and/or fee schedule, you can contact NAM at: National Arbitration and Mediation, attention Claims Department, 990 Stewart Street, First Floor, Garden City, NY 11530, telephone number (800) 358-2550.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARNIVAL WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. Carnival and Guest further agree to permit the taking of a deposition under oath of the Guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then the provisions of Clause 14 (c) above governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this Clause.

(f) Except as expressly provided in Clause 13 (c), any and all disputes whatsoever arising out of or relating to this Contract or Guest's Cruise as well as the interpretation, applicability and enforcement of this Contract shall be governed exclusively by the general federal maritime law of the United States, without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any other state or nation, however, the terms of this Contract do not displace non-excludable consumer laws applicable in jurisdictions outside the United States.

#### 15. CLASS ACTION WAIVER

THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES GUEST FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER THIS TICKET CONTRACT OR IN CONNECTION WITH GUEST'S CRUISE. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION. GUEST EXPRESSLY AGREES TO WAIVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION UNDER CLAUSE 14(d) ABOVE, THE GUEST FURTHER AGREES AND ACKNOWLEDGES THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ARBITRATE CLAIMS. THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW AND NOT BY AN ARBITRATOR. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 14 (d) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION. GUEST AGREES THAT CARNIVAL CAN RECEIVE IMMEDIATE JUDICIAL ASSISTANCE TO ENFORCE THIS CLASS ACTION WAIVER.

\*This provision does not apply to Australian passengers or affect applicable rights under Australian consumer laws.

#### 16. CARNIVAL'S USE OF GUEST'S LIKENESS

Each Guest grants Carnival and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of Guest in any medium of any nature whatsoever for any purpose including without limitation trade, advertising, sales, publicity or otherwise, without compensation to Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Carnival's sole property, free from any claims by Guest or any person deriving any rights or interest from Guest. Each Guest understands and agrees that professional onboard photographers may photograph Guest, and that those photos may be processed, displayed and sold to Guests and others. For additional information regarding Carnival's use of Guest's likeness including use of facial recognition technology please refer to Clause 10(g) above.

#### 17. GUEST'S FILMING AND PHOTOGRAPHY POLICY

(a) Guest hereby expressly agrees that he/she will not utilize any tape recording, video, or photograph(s) of himself/herself, any other Guest, crew, or third party on board the Vessel, or depicting the Vessel, its design, equipment, or any part thereof whatsoever, for any commercial purpose or monetary benefit, in any media broadcast, or for any other non-private use, without the express written consent of Carnival.

(b) Guests are welcome to take personal photographs and video recordings ("Vacation Media") for their own private, non-commercial use during the voyage, provided such activity does not interfere with the enjoyment, privacy, or safety of other guests, crew members, or the operation of the vessel. However, to protect privacy, safety, and security onboard, the following restrictions apply:

**Restricted Areas and Sensitive Situations:** Filming, photography, or any form of recording is strictly prohibited within the ship's Medical Center or during any medical, safety, or security incident, including but not limited to accidents, medical emergencies, or law enforcement or security operations, whether occurring in private or public areas of the vessel.

**Crew Member Interactions:** Guests may not film, photograph, or otherwise record individual crew members during personal interactions or conversations without the crew member's express consent.

**Prohibited Use and Distribution:** Guests may not post, publish, or otherwise distribute any images, videos, or recordings that violate the above restrictions, whether on social media or through any other public or commercial platform.

(c) **Carnival's Enforcement Rights:** For any violation of the policy outlined in 17(a) and (b) above, Carnival reserves the right to require any guest to immediately cease prohibited filming, photography, or recording and to delete or remove any such recordings, and/or to request the removal of such content from any online or social media platform. Failure to comply may result in disciplinary action, up to and including removal from the vessel without refund. Guest irrevocably agrees to this provision, which is a condition precedent to being permitted on board the Vessel and can be enforced by any legal means, including, but not limited to, injunctive relief. Carnival reserves the right to enforce this provision, including in any legal or judicial proceeding, if necessary, as determined by Carnival.

#### 18. GUEST'S OBLIGATIONS FOR EXPENSES OR IF CONFINED, DENIED BOARDING OR DISEMBARKED

(a) Guest agrees if Carnival incurs any expense or sustains any damage as delineated in but not limited to Sections 2, 4, 5, 6, 9, 11 and this Clause, that Carnival may charge Guest's onboard charge account for any expense incurred or damage sustained except as expressly set forth herein or as provided by law.

(b) If Guest is denied boarding, confined to a stateroom, or disembarked from the Vessel pursuant to any provision of this contract, including but not limited to Clauses 2, 4, 5, 6, 9, and 11, Guest agrees, except as expressly set forth herein or as provided by law:

- i. Carnival will not be liable for any refund of and portion of the Total Cruise Price other compensation or any damages;
- ii. Disembarkation and repatriation to the embarkation port or any other destination will be at Guest's sole expense; and,
- iii. To indemnify Carnival and that Carnival may charge Guest's on-board charge account for any and all expenses incurred by Carnival in relation to Guest's disembarkation and/or repatriation.

#### IMPORTANT TERMS AND CONDITIONS FOR NON-CRUISE PORTIONS OF VACATION PACKAGES PLEASE READ CAREFULLY

19. Please see above for the applicable terms and conditions for the cruise portion of Guest's vacations. For avoidance of doubt, and unless specifically contradicted in Clauses 19 through 29, the above terms and conditions, including the terms and conditions in Clauses 12 through 15, which contain important limitations on the rights of guests to assert claims against Carnival, the Vessel, their agents and employees, and others, including forum selection, choice of law, time limitations for filing suit, arbitration, and waiver of jury trial for certain claims, cover Carrier's Carnival vacation protection products, shore excursions, and land and hotel packages. The terms and conditions in this paragraph apply only to Carnival's responsibilities for non-cruise portions of vacation packages. Other terms and conditions with respect to air travel, hotel and other non-cruise activities may be applied by the entities providing those services.

20. The payment of the required deposit or any partial or full payment for reservation of a land package before or after the cruise shall constitute acceptance and consent to all of the terms and conditions of this Contract and the General Information and Vacation Package Conditions and Restrictions contained on the website for such vacation package and/or the brochures and circulars of the suppliers. These provisions are hereby incorporated by reference in this Contract and vacation package Guests (hereinafter referred to as Guests) are advised to take note of them.

21. For purposes of this paragraph "CARNIVAL" refers to Carnival Cruise Line, its affiliates, subsidiary companies, agents, servants, and employees. CARNIVAL is the principal tour operator and its responsibility to Guests is limited to the arrangement of all tours and accommodations offered in these vacation packages. CARNIVAL shall not be responsible for personal injuries, death, or property damage, economic loss, inconvenience or delay, consequential damages, or change of itinerary or accommodations incurred by any person or Guest which may occur due to acts or omissions or tortious conduct on the part of any direct or supplemental air carrier, hotel or other suppliers of arrangements and services or other independent contractors, their employees, agents or others not under the direct control of CARNIVAL.

22. CARNIVAL reserves the right to decline to accept or to reject any person as a Guest, at any time, or to cancel a vacation package due to circumstances beyond the control of CARNIVAL.

23. CARNIVAL reserves the right to substitute hotels for other hotels in a similar category, to substitute air carriers, and to change schedules without prior notice should circumstances so require.

24. If a change in the itinerary is needed due to factors or conditions beyond CARNIVAL'S control, no refund or credit will be made, however, CARNIVAL will make an effort to provide accommodations and services of a comparable quality and standard as set forth on the website. Any such change shall not modify the cancellation provisions on the website. No credit will be allowed, or refund given for any services provided on the website should any such services not be utilized by Participants.

25. CARNIVAL makes no representations or warranties, implied or otherwise, in regard to the reliability of suppliers or independent contractors, nor does it assume a duty of safety or responsibility for the independent acts of suppliers, independent contractors, their employees or agents.

26. Vacation packages are non-transferable. Fares shall be deemed to be earned when paid and non-refundable unless otherwise expressly stated in the cancellation provisions on the website.

27. CARNIVAL shall not be liable for any claims whatsoever other than for personal injury, illness or death, of the Guest unless full particulars thereof in writing are given to CARNIVAL within 30 days after the Guest shall complete the packages, or in the case that the tour is abandoned, within 30 days thereafter. Suit to recover any claim shall not be maintainable in any event unless commenced within six months after the date of the loss.

28. CARNIVAL shall not be liable for any claims whatsoever for personal injury, or illness or death of the Guest unless full particulars in writing are given to Carnival within 185 days after the date of the injury, event, illness, or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within one year after the date of the injury, event, illness or death, and unless served on Carnival within 120 days after filing.

29. It is agreed by Guest and CARNIVAL that all disputes between Guest and CARNIVAL arising under or in connection with a vacation package shall be litigated, if at all, in and before the United States District Court for the Southern District of Florida in Miami-Dade County, Florida, U.S.A., to the exclusion of the courts of any other state or county.

#### IMPORTANT ADDITIONAL TERMS AND CONDITIONS FOR CARNIVAL'S AIR PROGRAMS

30. Arrangements by CARNIVAL: If you are participating in our FLY2FUN program, or FLY2FUN and Tour package, Carnival will arrange for air transportation from the select home cities offered to an airport near the departure point of your Cruise or Cruise tour and return air transportation from an airport near the termination point of your Cruise or Cruise tour to the home city from which you departed. Please refer to Carnival's web page for additional information on our FLY2FUN program and destinations. Carnival reserves the right to add or withdraw an air city at any time but will attempt to accommodate those Guests under deposit or final payment. Air bookings are not guaranteed and are subject to air carrier's availability and restrictions. Guest who purchased the FLY2FUN program will be responsible for securing their own hotel accommodations and will be responsible for hotel, taxes, portage and transportation between the hotel and the airport/pier.

31. Schedule Changes/Air Delays: Carnival strives to accommodate each Guest on flights that will ensure timely arrival and boarding of your ship. In the event that weather conditions or other flight changes delay the Guest's arrival to the ship, Carnival, at its own expense, will make alternate flight, hotel and/or ground transportation arrangements to get the Guest to the port of embarkation in time to board the ship or to the first port of call, without violating the Jones Act. If no viable options are available to join the ship, Guest will be given a Future Cruise Credit to apply towards a future cruise. Carnival reserves the right to change or alter, without notice, flight arrangements in order to meet our ship departure and/or arrival times. Guest will be notified of flight re-accommodations. If tickets have already been issued, Carnival will adjust your itinerary or air carrier accordingly and will notify Guests of any price adjustments that may be necessary. If you choose to cancel your flight arrangements or alter your airline schedule in any way once your tickets have been issued you will be responsible for any additional cost or fees resulting from the cancellation or change, which can total up to the full cost of the ticket. If you request Carnival's assistance with a change in airline arrangements, within 60 days of departure and you purchased FLY2FUN Flexible Fare program, a service fee of \$200 USD, or its equivalent in foreign currency, will be levied in addition to any charges imposed by the airlines. If you purchased the FLY2FUN Restricted Fare program and you chose to make a change, all airline-imposed change fees will be levied regardless of when the change is made. If your flights are delayed, refer to the Fly2Fun Page(opens a new window).

32. Refunds/Seat Assignments/Special Services/Fares/Lost Tickets/Baggage Charges: Failure to use your FLY2FUN airline ticket/s results in a waiver of its value and any compensation; unused airline tickets are only refundable to Carnival. Please note that because of changing airline tariffs, your actual air ticket may reflect fares higher or lower than the air add-on or cruise only credit amounts originally quoted. If so, the difference is neither chargeable nor refundable to you; you will be charged the amount originally quoted. Carnival reserves the right to pass on to the Guest any cancellation or change penalties, which may total up to the amount originally quoted. It is your sole responsibility to re-confirm flight arrangements, within 48 hours of flight departure. Please note that although Carnival Cruise Line can pass requests for seat assignments, special meals and special assistance to the airlines, we cannot guarantee

that such requests will be honored. For the best travel experience, we recommend that Guests or their travel agents contact the airlines directly to confirm these requests. Carnival is not responsible for airline schedule changes. Guests are responsible for luggage fees, excess luggage charges as well as any other charges imposed by airlines or airports. For additional information on airline's baggage charges and fees please refer to Airline Baggage FAQs page([opens a new window](#)), reference against the Travel Information page you received along with your cabin confirmation or the Travel Information page in your cruise document accessed through Manage My Cruise.

33. Liability and Relationship with Airlines: If Carnival is unable to arrange for air transportation for any cause beyond Carnival's control, such as airline capacity controls, air transportation arranged is no longer available, or otherwise fails to materialize, Carnival's sole liability will be limited to refunding the air add-on paid or cruise only credit. Carnival acts as an independent travel agent, and it is not affiliated with the airline carriers. Carnival books air as a convenience for the Guests. Carnival assumes no liability for any of the airlines' acts or omissions, including, without limitation, those involving cancellation of flights, schedule changes, re-routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking or clerical/system errors. Your rights against the airlines are controlled and subject to the terms and conditions set forth in the airline's ticket and tariffs, and any and all applicable laws and regulations.

#### IMPORTANT ADDITIONAL TERMS AND CONDITIONS FOR AUTO PAY OPTION

34. This offer applies only to qualifying cruises, as determined solely by Carnival, where the "Auto Pay" option is made available during the booking process.

35. This offer is not transferable and may not be combined with other offers.

36. To be eligible for this offer, Guest must reside in the United States of America and must have a valid credit card associated with their Carnival.com account. Please note that Guests may not be able to use a debit card, PayPal, or ACH from a bank account (e.g., checking or savings account) to make payments under this program. This offer may not be available to every guest and may not be available for all qualifying cruises. In determining eligibility for this offer, Carnival reserves the right to consider, for each transaction, factors including Guest's payment history and the nature and price of the cruise being reserved. Carnival will not use a credit report to determine eligibility for this offer.

37. Carnival reserves the right to cancel this offer at any time.

38. Guest will be charged the full price of the applicable deposit in one initial payment and the remainder in subsequent monthly payments (if the full price, including the Cruise Charges is not evenly divisible, Guest's final payment amount may be smaller). No interest or finance charges apply to this offer. Any interest, finance charges or fees assessed by the issuer of the payment method to which payments are charged may still apply. Taxes may apply in certain jurisdictions. Each individual payment (both the initial deposit payment and each subsequent monthly payment) will be taxed separately (to the extent required by applicable law) such that total taxes assessed on the Cruise Charges and on taxable Fees under Auto Pay will be the same amount of taxes assessed if the total amount owed on the booking had been paid in full at the time of ticket purchase.

39. Guest authorizes Carnival to charge each payment to the credit card associated with Guest's Carnival.com account that was used to make the initial payment or, if Carnival is unable to complete a charge using such credit card, to any other credit card Guest has on file in Guest's Carnival.com account. Guest agrees to maintain in their Carnival.com account at least one valid credit card that expires no earlier than 20 days after the last payment due date.

40. Guest may prepay the full remaining balance of their purchase at any time and may also prepay any portion of the remaining balance. If Guest decides to prepay a portion of the remaining balance, then all remaining payments will be recalculated accordingly.

41. If Carnival is not able to charge any payment to a credit card on file in Guest's Carnival.com account, Carnival reserves the right to pursue any remedy available, including the right to cancel Guest's reservation, as well as all remaining Guests in the same cabin. Guest agrees that Carnival and its affiliates have no liability related to the exercise of these remedies.