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# Passage Contract

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**1-855-932-8466 (TEL:+18559328466)**

**IMPORTANT NOTICE TO TRAVELERS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND CARRIER, AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU, TO THE FULL EXTENT PERMITTED BY LAW; PARTICULARLY SECTION 12 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 13 AND 14 LIMITING CARRIER'S LIABILITY FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 15 LIMITING YOUR RIGHT TO SUE, AND REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS.**

## **1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.**

Upon booking the Cruise, each Traveler named on the travel summary explicitly agrees to the terms of this Passage Contract. Any Traveler booking or purchasing the Cruise represents that he or she is authorized by all accompanying Travelers to accept and agree to all the terms and conditions set forth herein.

You acknowledge and agree that, except as otherwise expressly provided herein, the resolution of any and all disputes between Carrier and any Traveler shall be governed exclusively and in every respect by the general maritime law of the United States without regard to its choice of law principles, except in cases involving death arising outside the United States which shall be

governed exclusively by the Death on the High Seas Act, 46 U.S.C. § 30301, *et seq.* You agree this choice of law provision replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

This Passage Contract constitutes the entire understanding and agreement between You and Carnival plc trading as Fathom Travel Ltd., the time charterer of the ship from the owner and operator of P&O Cruises brand ships, ("collectively **Carrier**"), and supersedes any other prior oral, implied, written or other representations or agreements between You and Carrier, except that in the event of a direct conflict between a provision of this Passage Contract and a provision of the *Cruise Industry Passenger Bill of Rights* (PBOR) in effect at the time of booking, the PBOR controls. This Passage Contract governs the relationship between You and Carrier, whether the Cruise is purchased by You or on Your behalf, and can only be modified by a subsequent writing signed by Carrier. You may not sell, assign or transfer Your booking, eDocs or airline eTickets and no person other than that named on the boarding pass may use the boarding pass. "eDocs" refers to Your travel summary, boarding pass and luggage tags. Any portion or provision of this Passage Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as noted in Section 15(B)(ii) below, shall be severed from this Contract without affecting in any way the remaining provisions of the Passage Contract which shall remain in full force and effect.

You and Carrier agree and intend that certain third party beneficiaries derive rights and exemptions from liability as a result of this Passage Contract. Specifically, all of Carrier's rights, exemptions from liability, defenses and immunities under this Passage Contract (including, but not limited to, those described in Sections 4, 6, 7, 12, 13, 14, and 15) will also inure to the benefit of the following persons and entities who shall be considered "Carrier" only for purposes of such rights, exemptions from liability, defenses and immunities: Carrier's employees, agents, the ship named on the travel summary and/or boarding pass (or any substituted ship), the ship's tenders, the ship's owners, operators, managers, charterers, sales, marketing, and other agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, photographers, shore excursion or Impact Activity providers,

tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

**“Cruise”** means the scheduled voyage as published in the travel summary and/or boarding pass issued in connection with this Passage Contract, as may be amended pursuant to this Passage Contract, from the port of embarkation to the port of disembarkation, and also includes any activities, shore excursions, Impact Activities, or shoreside facilities related to or offered during the Cruise.

**“Cruise Fare”** means the amount payable by You to Carrier for Your Cruise. It covers the Cruise, scheduled meals and accommodations while on board, included shipboard activities and Impact Activities, and all allowable taxes, fees, and port expenses. The Cruise Fare does not include beer, wine, spirits, sodas or other bottled beverages, or charges for other incidental items, separately priced activities or excursions, transportation or personal services during or in connection with the Cruise.

**“Cruise Taxes, Fees, and Port Expenses”** may include any and all fees, charges, tolls and taxes imposed on Carrier, by governmental or quasi-governmental authorities, as well as third party fees and charges arising from a vessel’s presence in a harbor or port. Cruise Taxes, Fees and Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of an Impact Activity, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees associated with navigation, berthing, stevedoring, baggage handling/storage, and security services. Cruise Taxes, Fees, and Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the vessel. Cruise Taxes, Fees and Port Expenses are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

**“Impact Activity”** means the unique land based social impact activity offered by a third-party in connection with a Cruise.

"You," "Your" and "Traveler" mean the person(s) booking or purchasing the Cruise or named on the travel summary and persons in their care, including any minor, and their heirs, relatives, successors in interest, and personal representatives.

## 2. TRAVELER'S OBLIGATIONS.

(A) Before You board the ship, You must

(i) Pay Your Cruise Fare.

(ii) Familiarize yourself with the terms of the Passage Contract.

(iii) Agree to comply with all requirements of U.S. law and regulations and all Carrier instructions with respect to this Cruise, including the specific limitations, restrictions and conditions on activities applicable to Travelers traveling from the United States to Cuba, regardless of nationality.

(iv) Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which You will travel. It is the Traveler's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Travelers are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

**PASSPORT REQUIREMENT WHEN MINORS TRAVEL WITH ONE ADULT ON VOYAGES GOVERNED BY U.S. WESTERN HEMISPHERE TRAVEL INITIATIVE ("WHTI") (includes travel within BERMUDA, CANADA, CARIBBEAN, MEXICO, UNITED STATES)** When minors are traveling with only one adult 21 years of age or older, Carrier requires that all passengers must be in possession of a valid passport. Carrier has implemented this requirement so that Your party remains together should an emergency arise that requires one or more in your party to be disembarked in a non-U.S. port. Carrier cannot guarantee that all members of Your party will be allowed to disembark with only a WHTI-compliant document or birth certificate.

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

(vi) Be sure that You and any person in Your care are fit to take the Cruise. (See Section 8).

- (B) Upon boarding the ship, You must register a valid credit card or other acceptable payment method at the passenger services/purser's desk to cover any charges to Your stateroom account.
- (C) Prior to disembarking the ship, You must pay in full all amounts charged to Your stateroom account.

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

### 3. NOTICE CONCERNING SAFETY AND SECURITY.

Carrier may visit a variety of ports in different countries around the world. At any given moment there are likely to be "trouble spots" in the world in terms of war, terrorism, crime, Act of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Travelers while off the ship. Accordingly, it may be necessary to change, cancel or terminate the scheduled cruise or any activities related to the cruise, including without limitation shore excursions or Impact Activities and port visits. Although Carrier endeavors to provide reasonable protection for Your comfort and safety onboard its ships, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Travelers that they must ultimately assume responsibility for their actions while ashore. The United States Department of State and other similar government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to such agency's perception of risks to travelers. Carrier strongly recommends that Travelers and their travel agents obtain and consider such information when making travel decisions. Although unlikely, the ship may be confronted by actual or threatened war, warlike operations or hostilities. Carrier has the absolute right and sole discretion to respond to safety concerns of any kind, including but not limited to sailing with or without lights, deviating from customary practices or rules and regulations concerning navigation, cargo or other matters in time of peace, or sailing armed or unarmed and with or without convoy.

There are risks inherent to being aboard the ship. These include, by way of example, having to evacuate the ship or other means of transportation in case of emergency, having to move about on the ship or other vessels during rough seas and lack of access to full medical services. For people who are ill or who have a mental or physical disability or impairment, these risks are more significant. For example: access to all parts of the ship, other means of transportation or to facilities on shore may be difficult or impossible for some Travelers. In addition, medical

evacuations during the Cruise, whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. Carrier reserves the right to determine, in its sole discretion exercised in good faith, whether and when a medical evacuation from the Ship will occur.

#### **4. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.**

Carrier reserves the right to refuse booking of passage on a Cruise to any person or to cancel Your existing Cruise reservation for any lawful reason. Any person(s) refused booking or passage in advance of the scheduled sailing by Carrier will be given a refund of their Cruise Fare. Carrier may disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any doctor, You or any minor or other person in Your care during the Cruise are unfit for any reason for the Cruise, or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason. Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. Except as otherwise provided, if You are required to remain on board the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You or those accompanying You. If You become unfit to travel for any reason during the Cruise and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a cruise after Carrier has advised You that You are no longer allowed to sail, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

#### **5. ELIGIBILITY REQUIREMENTS; DRINKING; TOBACCO; ALCOHOLIC BEVERAGES AND SHARED ACCOMMODATIONS.**

The minimum Traveler age is 8 years at the time of sailing. Traveler agrees not to book a cruise for any person under such minimum age. Travelers under the age of 21 years must travel in a stateroom with a Traveler 21 years or older who shall assume responsibility for their care during the cruise. For families or groups booking multiple staterooms, the minimum age for at least one

person in each stateroom is 16 years of age, provided they are traveling with a parent or legal guardian. We are unable to accept group reservations for student or youth groups that do not conform to our minimum age requirements. Each Traveler agrees and warrants that he/she will supervise any Traveler in his/her care at all times to ensure all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Travelers under their supervision.

### **Student Groups**

Organized student/youth groups require one adult chaperone for every eight group members under 21 years of age.

An adult chaperone, whether they are a parent, relative, legal guardian or anyone else, must be at least 25 years of age or older.

Chaperones not occupying the same stateroom as the minor(s) they are escorting will have an ESC (escort) designation and travel with identifier added to their cruise reservation. This information will be provided to all shore side and shipboard personnel for purposes of ensuring compliance with the minor policy guidelines.

Adult chaperones are responsible for seeing that guests under 21 do not possess or drink alcoholic beverages on board or ashore. Any alcohol found in the possession of a guest under age 21 will be confiscated, even if found in the stateroom.

Guests under the age of 21 traveling as a part of an organized student/youth group must acknowledge in writing their receipt of these Student/Youth Guidelines.

Failure to comply with these guidelines will result in the offender(s) being removed from the ship at the next port of call to make their own way home or, at the Captain's option, confinement to the guest's stateroom for the duration of the voyage. Please fill out the Minor Student Form (link to form (<https://www.fathom.org/app/uploads/2016/12/Minor-Student-Form.pdf>)) acknowledging you have read and understand the above guidelines. Return the completed and signed form to Fathom Reservation Administration within two weeks of receipt. Final documents will not be released without the signed acknowledgment in our office.

No Traveler under the age of 21 may purchase, possess or consume alcohol during the Cruise. Smoking is permitted in designated public areas. The use of odorless electronic cigarettes is allowed within the confines of the Traveler's stateroom (balcony not included) and in designated

public smoking areas. Violations to the onboard smoking policy will result in a \$250 cleaning fee for each occurrence, which will be charged to your stateroom account. Repeated violations may result in you being disembarked prior to the end of the Cruise without any refund.

Travelers agree not to bring alcoholic beverages of any kind on board for consumption except one bottle of wine or champagne per person of drinking age (no larger than 750 ml) per voyage only in his/her carry-on luggage. A corkage fee of \$20.00 U.S.D. per bottle (which is subject to change without notice) will be applied to wine and champagne brought aboard by You and consumed in the ship's public areas. Any wine(s) or champagne(s) supplied by the Carrier to You as a gift are not subject to a corkage fee. At embarkation, all luggage is subject to scanning for suspected alcohol in excess of the one bottle policy as provided herein. Your luggage is subject to a secondary inspection by a security team operating under CCTV (closed circuit surveillance) or in the event Your luggage is locked, You may be notified and are required to attend the secondary inspection where any alcohol found in violation of the one bottle policy will be removed and discarded. Carrier shall not be responsible for any loss, cost, disappointment or damage of any kind as a result of any alcoholic beverages removed in violation of the one bottle policy. You agree to surrender alcoholic beverages that are purchased duty free from the ship's gift shop, or at ports of call, to Carrier, which will be delivered to Your stateroom on the last night of the voyage.

Travelers who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel. You further agree to abide by all age, gender or other eligibility requirements applicable to any other activities, services or facilities available during the Cruise, including but not limited to those associated with use of any spa facilities, and to ensure that You supervise the use of any such facilities by any minor in your care. There may be age restrictions applicable to activities on the ship and ashore, which are established for the safety and well-being of all participants. Carrier and all independent contractors, as the case may be, reserve the right to revise eligibility requirements for activities during the cruise or ashore for safety or other lawful reasons from time to time, and with which each Traveler agrees to comply.

Any Traveler who is over the age of 21 at the time of sailing may elect at the time of booking to request a shared accommodation with another Traveler of the same gender on a space available basis. Carrier makes no representation or warranty whatsoever concerning the suitability of any other Traveler in a shared accommodation. Traveler understands and acknowledges that Carrier does not screen any Traveler for suitability and once assigned to a shared accommodation no



change may be possible. In the event of cancellation for any reason, including without limitation disappointment or dissatisfaction with a shared accommodation, the cancellation policy set forth in Section 6 below shall apply. Any Traveler who books a shared accommodation and disembarks prematurely shall not be entitled to any refund, payment, credit or compensation whatsoever.

## **6. CANCELLATION BY YOU, REFUND, RECOMMENDATION FOR TRAVEL INSURANCE/PROTECTION AND YOUR TRAVEL AGENT**

You are required to pay a cancellation fee (including 3rd and 4th berths) if You cancel Your Cruise. Cancellation fees are based on the fare paid, including taxes, fees and port expenses, transfers, fuel supplement(s), surcharges, Impact Activities and most pre-purchased gift(s) and/or special service(s). You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this Section. Any refunds will be made directly to the method of payment You used at the time of booking or Your travel agent and You must receive Your refund directly from these sources. You may cancel by telephone or electronic advice via a Carrier-approved Computer Reservation System, provided Carrier immediately receives written confirmation of cancellation. In such case cancellation shall be deemed effective as of the close of business Pacific Standard Time on the date You communicated such cancellation.

Since a cancellation likely means a diminished opportunity to sell space on other cruises, the cancellation fees in the schedules below apply regardless of whether Your space is resold. You hereby agree that losses sustained by us in the event of Your cancellation would be very difficult or impossible to quantify, and that the fees set forth in our cancellations policy represent a fair and reasonable assessment as liquidated damages. The amount of cancellation fee varies based on length of sailing for cruise and timing of cancellation for cruise, as illustrated in the schedules below.

<b>Days prior to Cruise Departure</b>	<b>Cancellation Fee</b>
91+	Full Refund
90-76	Cancellation fee= Deposit Amount
75-46	Cancellation fee= 50% of full fare

45-31	Cancellation fee= 75% of full fare
45 days or less, or non-appearance *Deposit that is in place at time of booking	Cancellation fee= 100% of full fares

Shore Excursion/Impact Activity Cancellation Policy: If you have booked a shore excursion or additional Impact Activity, You must cancel Your booking prior to the scheduled closing time. No refunds will be made for any excursion unless notice of cancellation is given before the closing time.

Name changes require the prior approval of Carrier and may not always be possible. Name changes and departure date changes are considered reservation cancellations and are subject to cancellation fees.

Travel Insurance/Protection: Carrier strongly recommends that You obtain Your own insurance and/or travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise.

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

**7. RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL; SUBSTITUTION.**

Except as otherwise provided, Carrier may, for any reason, without prior notice, cancel the cruise; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the ship; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; or change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise or substitute ships, aircraft or other transportation or lodging. Accordingly, You should not make any important arrangements or meetings based on the scheduled Cruise, which may change without liability to Carrier. Furthermore, the Master of the ship as well as the operator of any other means of transportation may, in his/her sole discretion, take any action deemed necessary for the safety, security, comfort, or well-being of any person or to prevent damage to or loss of the ship.

In the case of mechanical failures that cause the scheduled cruise to be cancelled, You are entitled to a full refund of the Cruise Fare; or for mechanical failures that cause a cruise to be terminated early, a partial refund, travel expense to transport You to the scheduled port of disembarkation or Your home city at Carrier's discretion, and overnight lodging if an unscheduled stopover is required. You shall have no claim against Carrier, and Carrier shall not be liable for damages or a refund of the Cruise Fare, any portion thereof, or other payment, compensation or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, which shall be the Traveler's responsibility, whenever the cancellation or change was otherwise beyond Carrier's exclusive control. Carrier's non liability extends without limitation to any of those causes described in Section 14(B) and/or inclement weather; health, medical or environmental considerations; labor, political or social disturbances or unrest; or operational, commercial or safety reasons; or was based on a good faith belief by the Carrier or the ship's Captain that the Cruise or any portion thereof might endanger the vessel or expose any person or property to loss, injury, damage or delay. Except as provided above for mechanical failures, whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind.

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and was within the exclusive control of Carrier, You agree the liability of the Carrier, if any, shall nonetheless be limited as follows:

- (A) If Carrier cancels the Cruise before it has started, it shall refund the Cruise Fare (less any air or accommodation charges incurred).
- (B) If the sailing is delayed and You are not accommodated on board the ship, Carrier may arrange accommodations and food at no additional expenses to You.
- (C) If the scheduled port of embarkation or disembarkation as specified in the passage ticket is changed, Carrier shall arrange transportation to it from the originally scheduled port.
- (D) If the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Cruise Fare, transfer You to another ship or transport You to the scheduled final port.
- (E) If You pay the Carrier an amount above the Cruise Fare for a shore excursion or other activity that is cancelled, You will be limited to a refund, if any, of the amount paid for the cancelled activity.

Under no circumstances shall the Carrier be or become liable for consequential or other damages of any kind sustained by any Traveler except as expressly provided herein.

#### **8. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.**

Due to the risks inherent in travel by sea, as described in Section 3 of this Passage Contract, if You have any special medical, physical or other requirements, You, Your travel agent, or any person booking on Your behalf is requested to inform Carrier in writing at the time of booking of any special need or other condition for which You or any other person in Your care may require medical attention or accommodation during the Cruise, or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Cruise, You are requested to report it in writing to Carrier as soon as You become aware of it. Travelers acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Travelers requiring the use of a wheelchair must provide their own as Carrier's wheelchairs carried on board the vessel are for emergency medical use only. You

acknowledge and agree Carrier may disembark or refuse to embark You or anyone under Your care as set forth in Section 4 above. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

Persons with mobility impairments traveling on the ship should refer to the Fathom website for relevant information.

#### **9. NO ANIMALS.**

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

#### **10. UNAUTHORIZED STOPOVER OR DISEMBARKATION.**

Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at Your sole risk and expense. You may be denied subsequent boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind. If You plan to disembark the vessel and/or to off load packages, boxes or baggage before Your authorized port of call, You must advise the passenger services/purser's desk no later than the day before arrival in that port to arrange an inspection of You and/or Your belongings by local customs authorities. Should You fail to comply with this requirement and You and/or Your belongings are not presented for inspection, You may be assessed monetary penalties by local authorities. Furthermore, You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

#### **11. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF SHIP; NO SOLICITATION.**

You shall be responsible for complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each country or state from or to which You will travel, as well as this Passage Contract. You must at all times obey all the rules, regulations and orders of the ship, Carrier and the Captain. You shall not solicit other Travelers for

commercial purposes or advertise goods or services without Carrier's prior written permission. You may be disembarked without liability for refund, payment, compensation or credit of any kind if You or any Traveler for whom You are responsible violate any of these requirements, and agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

## **12. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.**

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation may not be possible from every location to which the ship sails. All health, medical or other personal services in connection with Your Cruise are provided solely for the convenience and benefit of Travelers who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the ship or elsewhere at Your sole risk and expense without liability or responsibility of Carrier whatsoever, and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Your behalf. Doctors, nurses or other medical or service personnel work directly for Traveler and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. We do not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may or may not furnish You. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Traveler.

## **13. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS, INSPECTION.**

You may take a reasonable amount of luggage on board containing only Your personal effects, which shall include suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and other personal effects necessary for the Cruise. If You travel by air or other transportation the terms and conditions of the airline or other transportation provider apply to Your carriage on those conveyances. You may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, any other items prohibited by applicable law, or any other item Carrier deems in its sole discretion to be detrimental to the safety, security, comfort or well-being of any person. This list is subject to change without notice; You should contact Carrier for questions

regarding the potential prohibition of any other item. You agree Carrier has, at all times with or without notice, the right to enter and search Your stateroom, personal safe or storage spaces, or to search You, Your baggage and/or personal effects at any location.

You agree that Carrier's liability for loss or damage to baggage or personal property is limited to U.S. \$100 per guest or U.S. \$200 per stateroom/suite regardless of the number of occupants or bags. Accordingly, if we, due to any cause whatsoever, are liable for loss or damage to, or delay of, your property, the amount of our aggregate liability will not exceed U.S. \$100 or \$200 (as is applicable) unless you have specified to us the true value of your property and paid before commencement of the Cruise at the Ship's Front Office or directly to us, 1% of the value in excess of U.S. \$100/\$200. In that event, our aggregate liability will be limited to the amount so specified. Whether or not a value in excess of U.S. \$100/\$200 has been specified, the limit on liability will be proportionately reduced in any case where less than all of your property is lost, damaged or delayed. Without increasing the above limits: (A) our aggregate liability will never exceed, and all settlements will be made on the basis of, original cost less depreciation; (B) damaged items will be settled on the basis of repair costs; and (C) lost, damaged or delayed baggage must be reported to a Carrier representative within 48 hours after discovery and written claim to us must be made within 15 days after conclusion of the Cruise as provided in Section 15(A)(ii) below. In no event shall Carrier be liable for normal wear or tear of Your property or baggage. Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but not limited to those specified in Section 30503 of Title 46 of the United States Code. You warrant that no such items will be presented to Carrier within any receptacle or container as baggage, and release Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. Such items must be shipped to Your destination by other means. Travelers are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others.

Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational

equipment, dental hardware, 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 Your luggage or otherwise. You may use the safe in Your stateroom. However, You agree use of the stateroom safe will not increase Carrier's liability as provided in this Passage Contract.

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

#### 14. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.

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

(B) Acts Beyond Carrier's Control, Force Majeure: Except as provided in Section 7 with regard to refunds and certain other expenses for cruises that are cancelled or terminated due to mechanical failures, Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.

(C) Claims for Emotional Distress: Carrier shall not be liable to the Traveler for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Traveler's physical injury or as the result of Traveler having been at actual risk of immediate physical injury proximately caused by Carrier's negligence ("Emotional Harm").

(D) Assumption of Risk: You agree that by using the ship's pools, sauna, athletic or recreational equipment and facilities or taking part in organized group or individual activities, whether on or off



the ship or as part of a shore excursion or Impact Activity, You assume the risk of injury, death, illness or other loss. You agree that Carrier in no event is liable to You with respect to any occurrence taking place off the ship, launches, tenders or other craft owned or operated by Carrier or for any event caused by the criminal conduct of any third party.

(E) Additional Limitations from Liability: In addition to all the restrictions and exemptions from liability provided in this Passage Contract, Carrier shall have the benefit of all the statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited to Title 46 of the United States Code sections 30501 through 30509, and 305011, which are United States statutes limiting the liability of Carrier. Nothing in this Contract is intended to nor shall it operate to limit or deprive Carrier or any such statutory limitation of or exoneration from liability under any applicable laws.

(F) Excursions, Shoreside Services and Other Transportation: All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders, provided in connection with, before, after or during Your Cruise, including but not limited to pre and post cruise activities, shore excursions, Impact Activities, meals, or transportation of any kind by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the ship, are provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products and services are not subject to Carrier's supervision or control. In providing or selling reservations or tickets in connection with any such activities, services or transportation or by accompanying You during such activities, Carrier does so as a convenience to Travelers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities. Carrier accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service or transportation or any loss, delay or disappointment for any cancellations of any excursion, service or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking or ticketing. Carrier makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services, products or facilities. Any liability for such services will be governed by this Passage Contract and the contracts and/or tariffs between You and such service companies. You agree that, Carrier's liability, if any for Non-Performance of any independent contractor providing such facilities or services shall not exceed the amounts received for such facility or services by Carrier on Your behalf. Any company or

person providing services or facilities of any kind in connection with a shore excursion or other activity offered for purchase by Carrier shall have the benefit of every defense to which Carrier is entitled under this Passage Contract.

(G) Indemnification: You agree to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law or this Passage Contract by You or any minor or other Traveler in Your care. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, You may visit but may not permanently disembark in any port in that country other than the port of embarkation. If You do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, You hereby agree to pay any such fine or penalty imposed because of your failure to complete the entire Cruise.

#### **15. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM; WAIVER OF CLASS ACTION.**

The following provisions are for the benefit of the Carrier and certain third party beneficiaries as set forth above in Section 1:

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

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

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

service of any such action is effected upon Carrier within 90 days after commencement of the action.

(B) Forum and Jurisdiction for Legal Action:

(i) Claims for Injury, Illness or Death: All claims or disputes involving emotional harm, bodily injury, illness to or death of any Traveler between You and Carrier, including without limitation those whatsoever arising out of or relating to this Passage Contract or Your Cruise, shall be litigated before the United States District Courts for the Central District of California in Los Angeles or the Southern District of Florida in Miami, or as to those lawsuits over which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Los Angeles County, California or Miami-Dade County, Florida, U.S.A. to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

(ii) All Other Claims; Agreement to Arbitrate: All claims other than for emotional harm, bodily injury, illness to or death of a Traveler, whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Passage Contract or Traveler's cruise, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA") located in the County of Los Angeles, California, U.S.A. or Miami-Dade County, Florida, to the exclusion of any other forum. You agree the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. You consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding in Los Angeles County, California, or Miami-Dade County, 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. NAM can be contacted at (800) 358-2550, attention Claims Department, 990 Stewart Street, First Floor, Garden City, NY 11530, to respond to any questions regarding the arbitration process or to obtain a current copy of the Comprehensive Dispute Resolution Rules and

Procedures and/or fee schedule. The arbitrator must follow this Contract and can award the same damages and relief as a court.

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA.

Carrier and Traveler agree that each shall have the right to take one (1) deposition of a witness or a party and only one deposition of an expert designated by another party. Such depositions shall be limited to three (3) hours each. The parties further agree that each party shall be permitted to propound to another party a single document production request no more than ten (10) specific categories of documents that are material as evidence in the case. In addition, each part may propound only one set of interrogatories to another party containing no more than twenty-five (25) interrogatories, including all subparts. Upon request by a party, the arbitrator(s) shall have the power to order such discovery, by way of document production, interrogatory, deposition or otherwise, as the arbitrator(s) considers necessary for a full and fair exploration of the issues in dispute. All claims filed in small claims court, and any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond Your control, shall be litigated before the United States District Courts for the Central District of California in Los Angeles or 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 Los Angeles County, California or Miami-Dade County, Florida, to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

The Arbitrator(s) and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement to Arbitrate including, but not limited to any claim that all or any part of this agreement to Arbitrate is void or voidable.

(C) WAIVER OF CLASS ACTION: THIS PASSAGE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD

OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 15(B)(ii) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 15(B)(ii) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

**16. FACIAL RECOGNITION SOFTWARE; USE AND DISPLAY OF LIKENESS; PERSONAL DATA; PRIVACY NOTICE; PUBLIC WIRELESS SERVICES.**

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Travelers, process, display and sell such photos to You and other Travelers. Carrier may utilize closed circuit television or other surveillance means on board the Vessel. You agree You may provide personal data to Carrier that may include Your name, street or email address, date of birth, passport, financial account, and/or telephone numbers, likeness, photograph or other information which would identify You personally. You may also provide Carrier or others certain sensitive data such as Your health, medical condition, dietary or religious restrictions, gender or sexual orientation. You agree Carrier may (a) keep Your personal and sensitive data ("PSD"); (b) use it in its business worldwide in accordance with its privacy policies; (c) share it with Carrier's affiliated/related companies, and (d) subject it to processing worldwide provided Carrier's safeguards are used. You agree any PSD You provide to Carrier in the European Economic Area ("EEA") may be used, processed and transferred within and outside the EEA and specifically to the U.S.

You agree Carrier may disclose Your PSD to unaffiliated third parties: (a) after You request or authorize it; (b) to help complete a transaction for You; (c) to comply with law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas; (d) to enforce this Passage Contract or other agreements, or to protect the rights, property or safety of

Carrier or others; (e) as part of a purchase, transfer or sale of services or assets (f) when provided to our agents, outside vendors or service providers to perform functions on our behalf; or (g) as described in Carrier's policies, as amended from time to time.

You expressly agree not to use any photograph, video recordings and other visual or audio portrayals of You and/or any other traveler in combination with crew or the ship, or depicting the ship, its design or equipment or any part thereof whatsoever for any commercial purpose or in any media broadcast or for any other non-private use, without the express written consent of Carrier.

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

Carnival plc, trading as Fathom Travel, Ltd.

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## Get in touch

Have a question or a comment? We'd love to hear from you.



Customer service

1-855-932-8466 (tel:+18559328466)

