IMPORTANT NOTICE TO GUESTS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND THE CARRIER (DEFINED BELOW), AFFECT YOUR LEGAL RIGHTS, AND ARE BINDING ON YOU TO THE FULL EXTENT PERMITTED BY LAW; PARTICULARLY SECTION 5 GOVERNING ELIGIBILITY REQUIREMENTS FOR SAILING, SECTION 14 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 15 AND 16 LIMITING LIABILITY OF THE CARRIER, THE VESSEL, AND OTHERS FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 17 LIMITING YOUR RIGHT TO SUE, IDENTIFYING THE FORUM FOR SUIT, REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND WAIVING YOUR RIGHT TO ARREST OR ATTACH CARRIER'S VESSELS.

In consideration of booking the Cruise to which this Passage Contract applies; boarding and lodging on the vessel to which this Passage Contract applies; and/or receipt of the Total Cruise Price to which this Passage Contract applies; You and Carrier (defined below) agree that You are subject to the following terms and conditions:

1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

Upon booking the Voyage, each Guest named on the booking confirmation/statement explicitly agrees to the terms of this Passage Contract. Any Guest booking or purchasing the Voyage represents that they are authorized by all accompanying Guests 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 Guest 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 (1) 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*. and (2) You, the Carrier, and any third party beneficiaries of this Passage Contract shall be severally liable and not jointly for any breaches of this Passage Contract and for any acts or omissions that occur during the "Voyage" (as defined below). To the extent such maritime law is not applicable, the laws of the State of Florida (U.S.A.) shall govern the contract, as well as any other claims or disputes arising out of that relationship. 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 UK Ltd., trading as Cunard, the owner and operator of all Cunard-branded ships ("**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 Voyage 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 or this Passage Contract. Any portion or provision of this Passage Contract that is invalid, illegal, or unenforceable shall be ineffective only to the extent of such invalidity, illegality, or unenforceability and, except as noted in Section 17(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, 8, 14, 15, 16, and 17) 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 vessel named on the booking confirmation/statement (or any substituted vessel), the vessel's tenders, the vessel's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew members, pilots, agents or employees, and all concessionaires, independent contractors, physicians and medical personnel, retail shop personnel, health and beauty staff, fitness staff, photographers, shore excursion 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 vessel or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

"Voyage" means the scheduled voyage as published in the booking confirmation/statement 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 air, rail, road or sea transport and any land accommodation components of any land-sea programme sold, taken with or included in the price of the Voyage, and any activities, shore excursions, tours, or shoreside facilities related to or offered during the Voyage.

"**Voyage Fare**" means the amount payable by You to Carrier for the Voyage, scheduled meals, accommodations while on board, air programs, and/or other travel components added to Your booking and/or charged to Your stateroom account and/or credit card. The Voyage Fare does not include beer, wine, spirits, sodas or other bottled or specialty beverages, the discretionary Hotel and Dining Service Charge as further explained below, travel protection purchased through the booking process, or charges for other incidental items, activities, excursions, transportation, or personal services during or in connection with the Voyage, or any airline or other carriers' services or baggage fees, for which a separate charge may be imposed. Voyage Fare can also include packaged fares where items are not added as a separate purchase. A **"Hotel and Dining Service Charge"** will be automatically added to Your onboard account, which is discretionary and guests have the freedom to adjust these amounts while onboard; however, these charges may only be adjusted prior to disembarking the ship and are not refundable once the guest disembarks from such cruise. The Hotel and Dining Service Charge does not include a service charge which is imposed on other onboard products and services.

"**Required Voyage Fees and Expenses**" means all mandatory and third-party fees and expenses for services on board and in port.

"**Government Taxes and Fees**" includes government-imposed taxes and fees for the performance of the Voyage and related purchases, such as port head taxes, VAT, air, and hotel taxes and similar fees and taxes assessed on the transaction associated with the Voyage Fare. If after booking, governmental action results in any element of Government Taxes and Fees exceeding the quoted amount, Carrier reserves the right to pass through the extra amount to Guest(s), even if the Voyage Fare has already been paid in full. Carrier may, in its sole discretion, require Guest to prepay such increases in Government Taxes and Fees prior to boarding the vessel or apply such increase to Guest's onboard folio/account at the time of sailing. Guest's refusal or failure to pay any such increase may be deemed a cancellation by Guest.

"**Voyage Charges**" means the Voyage Fare and Required Voyage Fees and Expenses, combined.

"**Total Voyage Price**" means the Voyage Fare, Required Voyage Fees and Expenses, and Government Taxes and Fees, combined. If a Voyage reservation is cancelled by the Guest, the balance of any prepaid Government Taxes and Fees, Required Voyage Fees and Expenses and Hotel and Dining Service Charges shall be refunded, after deducting any cancellation fee that may apply.

"**You**," "**Your**" and "**Guest**" mean the person(s) booking or purchasing the Voyage or named on the booking confirmation/statement and persons in their care, including any minor, and their heirs, relatives, successors in interest, and personal representatives. Any Guest purchasing or booking the Voyage or using this Passage Contract represents that he or she is authorized by all accompanying Guests to accept and agree to all the terms and conditions set forth herein.

2. GUEST'S OBLIGATIONS.

(A) Before You board the vessel, You must

(i) Pay Your Total Voyage Price.

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

(iii) 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 Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Guests are advised to check with their travel advisor or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without recourse or 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 guests 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.

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

(v) Be sure that You and any person in Your care are fit to take the Voyage. (See Sections 6 and 9, below).

(B) Upon boarding the vessel, You must register a valid credit card or other acceptable payment method at the Guest Services/Purser's Desk to cover any charges to Your stateroom account.

(C) Prior to disembarking the vessel, 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 visits many ports in numerous countries around the world. At any given moment there are likely to be "trouble spots" in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Guests while off the vessel. 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 and port visits. Although Carrier endeavors to provide reasonable protection for Your comfort and safety on board its vessels, motorcoaches, dayboats and/or railcars owned or operated by us, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Guests 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 Guests and their travel advisors obtain and consider such information when making travel decisions. Although unlikely, the vessel 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 vessel and other means of transportation. These include, by way of example, having to evacuate the vessel or other means of transportation in case of emergency, having to move about on the vessel 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 vessel, other means of transportation or to facilities on shore may be difficult or impossible for some guests. In addition, medical evacuations during the Voyage, 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 of any guest from the vessel 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 Voyage to any person or to cancel Your existing Voyage reservation for any lawful reason and regardless of a guest's World Club loyalty level or existing benefits. Unless in breach of any obligation under this agreement, any person(s) refused booking or passage in advance of the scheduled sailing by Carrier will be given a refund of their Total Voyage Price. World Club benefits have no cash value and therefore are not redeemable for cash. Carrier may without liability for refund, payment, compensation or credit, except as provided herein, 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 physician, You or any minor or other person in Your care during the Voyage are unfit for any reason for the Voyage, 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 vessel 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 and/or those accompanying You. If You become unfit to travel for any reason during the Voyage and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a voyage 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; GAMING; ALCOHOLIC BEVERAGES.

The minimum Guest age to sail is 6 months at the time of embarkation in order to sail. On all other cruises where there are more than 2 consecutive sea days, the minimum Guest age is 12 months at the time of embarkation in order to sail. No Guest under 21 years of age is permitted to book a cruise, and any Guest under 21 years of age must travel in a stateroom with a Guest 21 years or older who shall assume responsibility for their care during the cruise. For family 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 Guest agrees and warrants that he/she will supervise any Guest in his/her care at all times to ensure all policies, along with all other rules of the Carrier and vessel, are strictly adhered to by all Guests under their supervision.

No alcohol may be purchased, possessed, or consumed by any Guests under the age of 18, except when in waters of the U.S., in which case no alcohol may be purchased or consumed by any Guests under the age of 21. No Guest under the age of 18 shall be permitted to engage in any gaming activities on board any vessel or to purchase cigarettes or tobacco products. On some sailings the minimum age for alcohol is under 21 and each Guest agrees to abide by whatever alcohol age restriction is in place on the vessel during the Guest's cruise. Indoor areas on board the vessels are non-smoking and smoking is only permitted in designated sections. Outdoor smoking areas are clearly posted throughout the vessel. Smoking is prohibited in Guest staterooms and on balconies. 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 Voyage without any refund and at Your cost. The use of electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems is strictly prohibited within the confines of the Guest's stateroom (including any balcony) and is only permitted within designated smoking areas.

Guests 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 $25.00 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. Carrier reserves the right to remove alcohol at the gangway should it determine that the health, comfort, safety and enjoyment of Guests may otherwise be compromised.

Guests who will enter the 24th week of pregnancy by the last day of the Voyage agree not to book the Voyage 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 Voyage, 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 vessel 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 Voyage or ashore for safety or other lawful reasons from time to time, and with which each Guest agrees to comply.

6. PUBLIC HEALTH PRACTICES AND PROCEDURES; UNDERSTANDING AND ACCEPTANCE OF RISKS

YOU ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH YOUR PHYSICIAN AND TO REVIEW THE WEBSITE FOR THE U.S. CENTERS FOR DISEASE CONTROL & PREVENTION ("CDC") FOR UPDATED INFORMATION. YOU ACKNOWLEDGE, UNDERSTAND, AND ACCEPT THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/OR WHILE TRAVELING TO OR FROM THE VESSEL, YOU OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES INCLUDING, BUT NOT LIMITED TO, INFLUENZA, COLDS AND/OR NOROVIRUS. YOU FURTHER UNDERSTAND AND ACCEPT THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS ARE INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND THE CARRIER'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THIS PASSAGE 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.

7. CANCELLATION BY YOU, REFUND, RECOMMENDATION FOR TRAVEL INSURANCE/PROTECTION AND YOUR TRAVEL ADVISOR

You are required to pay a cancellation fee (including 3rd and 4th berths) if You cancel Your Voyage or land-sea programme sold, taken with or included in the Total Voyage Price. Cancellation fees are based on the Total Voyage Price paid, excluding transfers, surcharges, shore & land excursions 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 advisor and You must receive Your refund directly from these sources. You may cancel by telephone or electronic device 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 voyages, 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 cancellation policy represent a fair and reasonable assessment of the Carrier's potential loss as liquidated damages. The amount of cancellation fee varies based on length of sailing for voyage and timing of cancellation for voyage, as illustrated in the schedules below.

The following cancellation policy applies with respect to Your Voyage Charges, including Land & Sea Holiday Fare, air add-ons, and Pre-Voyage and Post-Voyage Package charges ("full fare"):

Voyage Length 30 nights or less (including World Voyage Segments)	
Number of Days before Sailing	**Cancellation Fee**
121 days or more	**None**
120 to 90	25% or deposit amount*
89 to 61	40% of Total Voyage Price
60 to 31	50% of Total Voyage Price
30 to 15	75% of Total Voyage Price
14 days or less, or non-appearance	100% of Total Voyages Price

*For those guests booking a reduced deposit promotion, the initial cancellation fee of "deposit amount" will not exceed the deposit required/paid at the time of the booking. Please see Reduced Deposit Cancellation table below.

Voyage Length 31 nights or more	
Number of Days before Sailing	**Cancellation Fee**
151 days or more	**None**
150 to 120	20% or deposit amount*
119 to 91	40% of Total Voyage Price
90 to 64	50% of Total Voyage Price
63 to 43	75% of Total Voyage Price
42 days or less, or non-appearance	100% of Total Voyage Price

*For those guests booking a reduced deposit promotion, the initial cancellation fee of "deposit amount" will not exceed the deposit required/paid at the time of the booking. Please see Reduced Deposit Cancellation table below.

Reduced Deposit Cancellation Policy		
Voyage Length	**Cancellation Period Before Sailing**	**Cancellation Fee**
Less than 31 nights	120 – 91 days	Reduced deposit amount
Less than 31 nights	89 days or less	Standard cancellation fees apply
31 nights or longer	150 – 120 days	Reduced deposit amount
31 nights or longer	119 days or less	Standard cancellation fees apply
For those guests booking a reduced deposit promotion, the initial cancellation fee of "deposit amount" will not exceed the deposit required/paid at the time of the booking.		

Note: Policies may vary for World voyages; visit https://www.cunard.com/en-us/advice-and-policies/standard-cancellation-refund-policy and/or review applicable brochures for details.

In the event of a conflict between this Passage Contract and the Carrier's Standard Policy for Cancellations, Refunds & Final Payment, and as described on the Carrier's website (external link: https://www.cunard.com/en-us/advice-and-policies/standard-cancellation-refund-policy), the description of such policies on the website controls.

CANCELLATION POLICY EXCEPTION(S):

- If You have purchased a specially priced promotion where the deposit is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your deposit under any circumstance if You cancel Your booking.

- If You have purchased a specially priced promotion that is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your Voyage Charges (including Land & Sea Holiday fare) if You cancel Your booking.

If you have booked a shore or land excursion, You must cancel Your booking prior to the scheduled closing time printed on the Tour Order Form found in Your stateroom. No refunds will be made for any excursion unless notice of cancellation is given before the closing time. For excursions involving hotel accommodations, flights and private vehicles the closing date is 30 days prior to sailing and no refund will be made after this date. For tours involving helicopter flights, you must cancel Your booking by 12:00 p.m. on the day after embarkation. Carrier cannot cancel any tour if it is past the closing time, nor will Carrier refund any excursion on which You choose not to go. Guest understands and accepts that Carrier may prohibit Guest from going ashore in any port of call and/or limit Guest to going ashore to only specific activities sponsored by or shore excursions sold by Carrier in its sole discretion for public health-related reasons.

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 encourages that You consider obtaining 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, and illness and medical expenses sustained or incurred in connection with Your Voyage.

If You have purchased CunardCare® Guest Protection or Your own insurance and/or travel protection, You must notify Carrier or the Insurer of any cancellation as soon as possible and in accordance with all applicable requirements. Refunds or credits available under the CunardCare® Guest Protection are subject to the terms of said program and must be claimed through the process described in the program documents. If You purchased Your air tickets through Carrier, all airline tickets are the property of Carrier and must be returned to and are refundable only to Carrier.

Travel Advisor: Your travel advisor is Your agent and acts for You in making the arrangements for Your Voyage and any related travel, lodging, shore excursions, and tours. Carrier is not responsible for any representation or conduct of Your travel advisor, 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 advisor acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. Further, receipt by Your travel advisor 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 advisor. In the event that Your travel advisor fails to remit to Carrier any monies paid by You to the advisor, 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 advisor have to cancel or cut short Your Voyage, unless You have purchased CunardCare® Guest Protection and meet the eligibility criteria, and make a claim through the process described in Your program documents.

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

Except as otherwise provided, Carrier may, for any reason, without prior notice, cancel the Voyage; 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 vessel; 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 Voyage or substitute vessels, aircraft or other transportation or lodging. Accordingly, You should not make any important arrangements or meetings based on the scheduled Voyage, which may change without liability to Carrier. Furthermore, the Captain of the vessel 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 vessel.

In the case of mechanical failures that cause the scheduled Voyage to be cancelled, You are entitled to a full refund of the Total Voyage Price; or for mechanical failures that cause a cruise to be terminated early, a partial refund of the Total Voyage Price, 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 Voyage Charges, 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 Guest'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 16(B) (including, but not limited to, orders by governmental agencies restricting travel due to declared epidemics, pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies), Section 16(H) (including, but not limited to, due to printing, electronic, technical, clerical, or other error), 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 vessel's Captain that the Voyage 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 Voyage is hindered or prevented by any cause or circumstance whatsoever, the Voyage may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind except where a refund is required by law as a result of a declaration of a public health emergency or government order cancelling the cruise in question or delaying travel for more than 24 hours.

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 Voyage before it has started, it shall refund the Total Voyage Price (less any air or accommodation charges incurred).

(B) If the sailing is delayed and You are not accommodated on board the vessel, Carrier may arrange accommodations and food at no additional expense to You.

(C) If the scheduled port of embarkation or disembarkation for a Voyage is changed, Carrier shall arrange transportation to it from the originally scheduled port.

(D) If the Voyage is terminated or ends early Carrier, at its option, may issue a voyage credit, make a proportionate refund of Your Total Voyage Price, transfer You to another vessel or transport You to the scheduled final port.

(E) If You pay the Carrier an amount above the Voyage 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 Guest except as expressly provided herein.

9. 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 advisor, 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 Voyage, 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 Voyage, You are requested to report it in writing to Carrier as soon as You become aware of it. Guests 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 disabilities. Guests 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 that 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 disabilities traveling on Carrier's vessel should refer to the "Accessibility" section of the Carrier's website (external link: https://www.cunard.com/en-us/the-cunard-experience/accessibility) for more information about policies, procedures, aides, and services for guests with disabilities.

In addition to the specific representations required of Guest regarding COVID-19, Guest warrants that Guest and Guest's traveling companions 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 crew member or result in a deviation of the voyage. The Carrier recommends that any Guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage.

10. NO ANIMALS.

No pets or other animals are allowed on the vessel at any time with the exception of pets approved for the Queen Mary 2 kennels and certain necessary service animals of a Guest with a disability, which require written notification to the Carrier at the time of booking Your Voyage 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 Voyage. You further agree to determine and meet any documentary or other requirements related to the animal.

11. UNAUTHORIZED STOPOVER OR DISEMBARKATION.

Unauthorized stopover or disembarkation or failure to make any sailing of the vessel 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 Guest Services 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. 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.

12. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF VESSEL; 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 policies, rules, regulations and orders of the vessel, Carrier, and the Captain. You shall not solicit other Guests 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 Guest for whom You are responsible violate any of these requirements, and You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

13. COMPLIANCE WITH CARRIER'S ENVIRONMENTAL POLICY

Carrier is committed to protecting the environment and You must adhere to the Carrier's environmental policy as follows: Any dumping or pollution of any kind, including discharge or loss of any item, including personal items, into the ocean and/or waterways is strictly prohibited. You will be strictly liable for any illegal dumping or pollution. Any willful or negligent act of discharging, or releasing or not preventing any unauthorized item overboard, without the express permission of the vessel's onboard staff may result in a US $500 charge, per violation, posted to Your onboard account. Additionally, You will be charged the reimbursement cost of any unauthorized discharged property belonging to the Carrier, and such charge will be posted to Your onboard account. You shall also be responsible for any fines or penalties imposed on the Carrier by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Your violation of the Carrier's environmental policy. Violation of this policy may result in You being reported to the authorities and Your disembarkation from the vessel. If You are disembarked for violating the Carrier's environmental policy, You will be responsible for all financial charges and expenses to return home, and no refund of Your unused Total Voyage Price will be provided. Additionally, Your privileges to sail with the Carrier in the future may be revoked at the discretion of the Carrier.

14. 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 will not be possible from every location to which the vessel sails. All health, medical or other personal services in connection with Your Voyage are provided solely for the convenience and benefit of Guests who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the vessel 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. Physicians, nurses or other medical or service personnel work directly for Guest and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Carrier does 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 physician 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 Guest. Carrier strongly recommends that all Guests travel with a sufficient supply of their prescription medications to last fourteen (14) days beyond the scheduled conclusion of the Cruise.

15. 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 Voyage. 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, weapons, knives, 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. A complete list of prohibited items may be found on the Carrier's website (external link: https://www.cunard.com/en-us/frequently-asked-questions.before-you-sail.faq437.summary). 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 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. Insurance for excess baggage limits is available with the purchase of CunardCare. 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 30521 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. Guest 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/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 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.

16. 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 8 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; epidemic; pandemic; disease outbreak; public health crisis; natural disasters; inability to procure fuel and/or provisions; port and/or airport closures; acts of civil or military authority; acts, regulations, or laws of any government; government order or regulation; 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 Guest 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 Guest's physical injury or as the result of Guest 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 vessel's pools, sauna, athletic or recreational equipment and facilities or taking part in organized group or individual activities, whether on or off the vessel or as part of a shore excursion, 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 vessel, launches, tenders or other craft owned or operated by Carrier or for any event caused by the criminal conduct of any third party.

(E) Voyages To/From or Within the EU or EEA: On international voyages which neither embark, disembark, nor call at any U.S. port and where You commence the voyage by embarking or disembarking in a port of a European Union Member State or the European Economic Area (EEA), Carrier 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. Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the vessel, explosion or fire in the vessel, or defect in the vessel (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per passenger, (approximately US $551,000 as of March 2020, which fluctuates depending on the daily exchange rate as published by the International Monetary Fund – external link: http://www.imf.org/external/np/fin/data/rms_sdrv.aspx) if the passenger proves that the incident was a result of

Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs per passenger (approximately U.S. $345,000 as of March 2020, which fluctuates depending on the daily exchange rate as published by the International Monetary Fund – external link: http://www.imf.org/external/np/fin/data/rms_sdrv.aspx). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs per passenger unless Carrier proves that the shipping incident occurred without Carrier'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, Carrier'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 vessel per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For a copy of EU Regulation 392/2009, please visit the website for the Official Journal of the European Union (external link: http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF). In addition, Guests embarking a cruise in a European Union Member State port are afforded rights under EU Regulation 1177/2010. For a copy of EU Regulation 1177/2010, please visit the website for the Official Journal of the European Union (external link: http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177&qid=1440630405095&from=EN).

(F) 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 30527, and 30529, 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.

(G) Excursions, Shoreside Services and Other Transportation: All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders or motorcoaches, dayboats and/or railcars owned or operated by us, provided in connection with, before, after or during Your Voyage, including but not limited to pre and post voyage activities, shore excursions, hotel accommodations, meals, or transportation of any kind by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the vessel, 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 Guests 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 or disappointment 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. Carrier neither supervises nor controls other independent tour providers or carriers ("third party operators") that may arrange, provide, and/or operate travel or transportation services for Guests traveling to or from its vessels, or while off its vessels, whether by land, rail, sea, or air; and regardless of whether arranged in connection with Carrier's cruise or separately. Any such third-party carrier remains solely liable for whatever loss, injury, damage, or death may arise from or be caused by or during any travel, tour, sightseeing, or transportation services provided by that third party.

(H) Offers/Online Booking/Pricing/Cancellation: Carrier reserves the right: (i) to change or revoke any offer or its parts (if any) at any time and (ii) not to honor any published price(s) that it determines were erroneous due to printing, electronic, technical, clerical, or other error. Carrier shall have the right to refuse or cancel any bookings made at an erroneous price, whether the booking has been confirmed and Your credit card has been charged. If Your credit card has been charged for the purchase, a refund may be initiated. Any refunds will be made directly to the method of payment You used at the time of booking or Your travel advisor, and You must receive Your refund directly from these sources. For direct bookings, allow time for such refund to be remitted to Your account. For the avoidance of doubt, in

no event shall Carrier be obligated to honor any such booking resulting from the error or otherwise be liable in such circumstances

(I) Indemnification: In addition to the requirements of Section 13, above, pertaining to Carrier's environmental policy, 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 Guest in Your care. You acknowledge that for round trip voyages 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 Voyage.

17. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM; WAIVER OF CLASS ACTION; WAIVER OF RIGHT TO *IN REM* PROCEDURES OF ARREST AND ATTACHMENT.

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 Guest, 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 Guest's voyage, other than for emotional or bodily injury, illness or death of any Guest, 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 Voyage, whichever occurs first as specified in connection with this Contract, (2) legal action on such claim is commenced within 1 year 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(a) For voyages that begin, end or call in a port located in the United States or its territories, all claims or disputes involving Emotional Harm, bodily injury, illness to or death of any Guest whatsoever, including without limitation those arising out of or relating to this Passage Contract or Your Voyage, shall be litigated before the United States District Court for 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 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.

(b) For voyages that do not begin, end, or call in a port located in the United States or its territories, all claims or disputes involving Emotional Harm, bodily injury, illness to or death of any Guest whatsoever, including without limitation those arising out of or relating to this Passage Contract or Your Voyage, shall be litigated before a court of competent jurisdiction located in the City of Southampton, England 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 Guest, 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 Guest's Voyage, with the sole exception of claims brought and litigated in small claims court by Guests on voyages that begin, end or call in a port located in the United States or its territories, 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 Miami-Dade County, Florida, U.S.A. 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 Miami-Dade County. 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 Guest 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 in and before the United States District Court for 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 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 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.

For voyages that begin, end or call in a port located in the United States or its territories, the arbitration shall be located in the Miami-Dade County, Florida, U.S.A. to the exclusion of any other forum. You consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding in Miami-Dade County, Florida. All such 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 as to those lawsuits over 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 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.

For voyages that do not begin, end, or call in a port located in the United States or its territories, the arbitration shall be located in the City of Southampton, England to the exclusion of the courts of any other country, state, city or county. You consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding in Southampton, England. All such claims as to which this arbitration provision is deemed unenforceable, or which cannot be arbitrated for reasons beyond Your control, shall be litigated before a court of competent jurisdiction located in Southampton, England, 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.

(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 17(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 17(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. THIS PROVISION DOES NOT APPLY TO AUSTRALIAN GUESTSS OR AFFECT APPLICABLE AUSTRALIAN CONSUMER LAW RIGHTS.

(D) **WAIVER OF RIGHT TO *IN REM* PROCEEDINGS**: IN THE EVENT OF A MARITIME TORT, YOU MAY HAVE THE RIGHT TO PROCEED *IN REM* TO ARREST THE VESSEL OR ITS APPURTENANCES FOR PURPOSES OF SECURITY OR PROCEED *QUASI IN REM* TO ATTACH ANY OF CARRIER'S VESSELS TO ESTABLISH JURISDICTION. HOWEVER, YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO AN *IN REM* OR *QUASI IN REM* PROCEEDING TO ARREST OR ATTACH ANY OF CARRIER'S VESSELS FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

18. PERSONAL DATA; PRIVACY NOTICE; FACIAL RECOGNITION; RECORDING; DISPLAY OF LIKENESS; PUBLIC WIRELESS SERVICES.

The personal data You provide to Carrier, or which Carrier collects or receives about You, will be processed in accordance with the Carrier's privacy policies (external link: https://www.cunard.com/en-us/advice-and-policies/privacy-and-cookie-policy). The personal data Carrier collects from or about You may include Your name, street or email address, date of birth, passport, financial account, and/or telephone numbers, likeness, photograph, audio recordings or video images captured on board the vessel, or other information which would identify You personally. Onboard purchases of goods and services and participation in onboard activities including casino, spa and shore excursions may generate additional personal data during Your voyage. You may also provide Carrier, or Carrier may collect, 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 (external link: https://www.cunard.com/en-us/advice-and-policies/privacy-and-cookie-policy); (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; (g) to Your relatives, travel companions and/or other third parties if expressly authorized by You; (h) with select marketing and strategic business partners for marketing or other commercial purposes, in accordance with Your preferences and applicable laws; or (i) as otherwise described in Carrier's privacy policies, as amended from time to time.

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, in any fashion and for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Guests, process, display and sell such photos to You and other Guests.

Carrier may utilize closed circuit television, body cameras and other surveillance means on board the vessel that record Your image, voice and/or conduct at any time in the interests of safety and security.

Carrier may use facial recognition software and/or technology that uses unique characteristics of Your face from Your security photo or live images to facilitate camera-enabled rapid embarkation and debarkation at entry and exit of the vessel at ports of call. Carrier may also use facial recognition software and/or technology on all photographs of You taken by our professional photographers, by You, and by other guests when You and/or other guests upload them into our system to allow You to quickly and easily find Your photographs with the swipe of Your cruise card (or by using Your Ocean Medallion) or by providing Your stateroom and folio number. By consenting to these terms and conditions, You acknowledge and consent to the use of facial recognition software and technology. Your unique facial identifiers supporting facial recognition will be deleted from our system after the end of Your cruise, though photographs that have been identified and linked to You will be retained for up to two (2) years to enable You to access and purchase photos and memorabilia after the end of the voyage. Carrier retains ownership of copyright in all photographs taken by our professional photographers, and Carrier reserves the right not to print or permit printing of any photographs that Carrier, in its sole discretion, considers to be offensive, objectionable or otherwise inappropriate.

You expressly agree not to use any photograph, video recordings and other visual or audio portrayals of You and/or any other Guest in combination with crew members or the vessel, or depicting the vessel, 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. Guests may not film, photograph, or otherwise record individual crew members during personal interactions or conversations without the crew member's express consent. 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.

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 through, or in connection with Your use of, the Wireless Services, and Carrier is not liable for any lack of privacy while using Wireless Services. By using Wireless Services, You agree Carrier may, and You explicitly consent to, monitor, record, intercept and disclose any transmissions, including the contents of any such transmission, and may provide to others all information relating to, and content of, all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law.

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