

IMPORTANT NOTICE: GUESTS ARE ADVISED TO CAREFULLY READ AND REVIEW THE TERMS AND CONDITIONS OF THE GUEST TICKET CONTRACT SET FORTH BELOW WHICH AFFECT YOUR LEGAL RIGHTS AND ARE BINDING. THE GUEST'S ATTENTION IS SPECIFICALLY DIRECTED TO SECTION 28 (LIMITATIONS AND DISCLAIMERS OF LIABILITY) AND SECTION 40 (VENUE AND GOVERNING LAW).

ACCEPTANCE OR USE OF THIS CONTRACT SHALL CONSTITUTE THE AGREEMENT OF GUEST TO THESE TERMS AND CONDITIONS.

NORWEGIAN CRUISE LINE
ANZ Guest Ticket Contract

Introduction

The transportation of Guests and baggage on cruises operated by NCL (Bahamas) Ltd. of Level 7, 99 Elizabeth Street, Sydney NSW 2000 ("**Norwegian**", "**Norwegian Cruise Line**", "**NCL**", "**we**" or "**our**") is governed by the terms and conditions of the "**Customer Contract**" which is comprised of the terms and conditions contained in this Guest Ticket Contract document, your booking confirmation (whether hard copy or electronic), the Guest Conduct Policy and other applicable Norwegian policies. The Customer Contract contains information that affects your legal rights, and we recommend that you read the terms carefully. A copy of the Guest Conduct Policy and other applicable Norwegian policies can be obtained online at www.ncl.com or a hard copy sent to you upon request.

Norwegian enters into the Customer Contract for itself and as agent for its parent companies, subsidiaries, affiliates, agents, assigns, as well as the vessel upon which the voyage was booked or any vessel substituted in its place, including the Master and crew of the vessel(s) for Guest's voyage. The "Guest" is each person whose name appears on the face of the Guest ticket and/or who uses the ticket for passage on the voyage described in the ticket, and includes any accompanying minors, and any of their heirs, successors, assigns or representatives.

The Customer Contract between each Guest and Norwegian Cruise Line will govern the terms and conditions of that relationship and become effective on the earlier of the completion of a booking and the payment of a deposit by or on behalf of a Guest. The Guest agrees that the Customer Contract governs the relationship between the Guest and Norwegian, regardless of the Guest's age, whether the Guest purchased the ticket on his or her own behalf, and/or whether the ticket has been held and/or presented by another person on behalf of the Guest.

No person other than the person(s) who are named on the booking and on the Guest Ticket Contract can use the Guest Ticket Contract without the express written agreement of Norwegian. This Guest Ticket Contract is only valid for the cruise specified in the ticket.

To the extent of any conflict or inconsistency between:

1. this Guest Ticket Contract;
2. the booking confirmation;
3. the Guest Conduct Policy (<https://www.ncl.com/faq/guest-conduct-policy>) and other applicable Norwegian policies;
4. the terms of any Norwegian Cruise Line advertisement or offer; and
5. the oral or written representations of any Norwegian Cruise Line representative,

this Guest Ticket Contract will take precedence.

The operation of certain laws such as the Australian Consumer Law contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("**CCA**"), the New Zealand Consumer Guarantees Act 1993 (NZ) and similar state-based consumer legislation cannot be excluded by law ("**Consumer Laws**"). Nothing in the Customer Contract alters any protection afforded by the relevant Consumer Laws.

Unless otherwise specified, all prices in this Guest Ticket Contract are quoted in Australian dollars ("AUD") or New Zealand dollars ("NZD"), and include relevant taxes and fees (such as Australian or New Zealand goods and services tax ("GST"), as applicable), unless specified otherwise. For further details on the application of GST see clause 10.

1. **Booking Procedure**

There are 3 ways to book your chosen cruise holiday:

- a) Contact your Travel Agent;
- b) Telephone our Norwegian Reservations Department on 1300 255 200 (if calling within Australia) or 0800 969 283 (if calling within New Zealand); or
- c) Online at www.ncl.com.

A booking for a cruise is made when recorded as accepted or confirmed by Norwegian or a licensed agent who acts as Norwegian's representative in the sale of its cruise services ("**Norwegian Representative**"). We or a Norwegian Representative will provide you with a written confirmation of your cruise reservation. Please check that all details are correct as soon as you receive your booking confirmation, and any other documentation connected with your cruise. If any details appear as incorrect you must inform your travel agent or the Norwegian Reservations Department immediately. We do not accept any responsibility for any loss that you may incur by making travel arrangements other than through Norwegian or a Norwegian Representative.

Quotes are only valid to the end of telephone calls or at the time of booking. When making a booking, you will be required to provide your full name as it appears on your passport as well as your date of birth. By making a booking with us through any of the three methods noted above you acknowledge that you have read (and understand) the terms and conditions in the Customer Contract, including this Guest Ticket Contract, as you will be legally bound by such terms in connection with your booking. As noted above, a copy of the Guest Conduct Policy and other applicable Norwegian policies can be obtained online at www.ncl.com or a hard copy sent to you upon request.

2. **Cruise Ticket**

Please note that, following your booking and completion of your online check in, your cruise documentation will become available online ("**eDocs**"). Your eDocs serve as your cruise voucher and include key information such as your departure date and itinerary.

Please note that online check-in is available from 21 days up to 3 days prior to your cruise. In order to facilitate the embarkation process and the processing of your eDocs, and to comply with government regulations governing departure manifest, all Guests are required to complete online check-in at least three days prior to sailing and must complete check-in at the cruise terminal and be on-board the ship no later than one hour prior to the departure time noted on their cruise documents or they will not be permitted to sail. Guests who have not filled out their Online Check-In must arrive at port at least two (2) hours prior to sailing. Any late arriving Guest must contact NCL or the emergency contact number on their Guest Ticket Contract to seek approval to join the ship at the next port of call in the scheduled itinerary. Such Guests will be responsible for all applicable fees and travel expenses to that subsequent port of call. NCL will have the right to refuse a Guest entry onto the ship at the next port, in which case a 100% cancellation fee will apply.

Except to the extent required by law, or otherwise as provided in this Guest Ticket Contract, your booking confirmation, eDocs and any other vouchers associated with your cruise are not transferable to another person. If someone else attempts to use your cruise documents or vouchers to check-in and we discover that that person is not you, they will be denied boarding.

3. Payment/Deposit Schedule

Please note that different cruise fare types are subject to different cruise fare rules and are priced differently. Your reservation is subject to the cruise fare rules applicable to the type of cruise fare that you choose at the time of booking. Fares will be quoted in \$AUD or \$NZD (as applicable depending on where the ticket is being acquired) and will be confirmed at time of booking. These fares are converted from \$USD and exchange rates can change at any time, prior to a confirmed booking, without notice. Any changes made to a confirmed reservation may change the applicable exchange rate and \$AUD or \$NZD fares will be reconfirmed at the time of change.

All Guests, including third-through-eighth berth Guests (referred to below), must pay the deposit set forth in Chart A below for the applicable cruise within the 'option period' offered on the cruise at the time of booking (the option period will be specified in your booking confirmation). The final payment must be paid within the time prescribed in the table for the applicable cruise, and as specified in your booking confirmation. Group Guest policies may apply different deadlines for payment than those set out below. Please contact the Norwegian Reservations Department for a copy of this policy, if required. An additional deposit may be required for cruises operated during holiday periods which fall during or over Christmas or New Year ("**Holiday Sailings**") if booked prior to 1 April 2022.

When using your credit or debit card to pay us directly for your cruise, please be aware that we may process that transaction via a bank outside of Australia or New Zealand and your card issuer may choose to charge you a foreign processing fee. We advise you to check the terms and conditions of such foreign transactions with your card issuer in advance of making a payment to us. If final payment is not received by us on or before the end of the prescribed time period, or it is received but subsequently reversed, we may cancel your reservation at the applicable cancellation penalty. Once payment is received, the reservation may be cancelled by you in writing, though cancellation fees may apply in accordance with the schedule set out in Chart B under clause 19 below.

CHART A

PAYMENT/DEPOSIT SCHEDULE FOR BOOKINGS MADE ON OR AFTER 1 APRIL 2022

Cruise Type	Deposit for Cruise Only bookings & Flexible Fly-Cruise bookings payable within the 'option period'* (per person, including 3-8th) (\$AUD/\$NZD)	Deposit for cruise element of Restricted Fly-Cruise bookings payable within the 'option period'* plus** 100% cost of Restricted Air Flight payable at time of booking (in each case, per person including 3-8th) (\$AUD/\$NZD)	Final Payment Due (prior to sailing)
All categories except The Haven Suites and Garden Villas			
1-6 Days	\$125	\$125**	90 days prior to sailing
7+ Days	\$300	\$300**	90 days prior to sailing
The Haven Suites (all H and S categories excluding H1 and S1)			
1-6 Days (1-2 Guests)	\$300	\$300**	90 days prior to sailing
1-6 Days (3 -8 Guests)	\$125	\$125**	
1-6 Days (Single Guest)	\$650	\$650**	
7+ Days (1-2 Guests)	\$950	\$950**	
7+ Days (3 -8 Guests)	\$300	\$300**	
7+ Days (Single Guest)	\$1900	\$1900**	

Garden Villa**(Categories H1 & S1)**

1-6 Days (1-2 Guests)	\$950	\$950**	90 days prior to sailing
1-6 Days (3 -8 Guests)	\$300	\$300**	
1-6 Days (Single Guest)	\$1900	\$1900**	
7+ Days (1-2 Guests)	\$3200	\$3200**	
7+ Days (3 -8 Guests)	\$300	\$300**	
7+ Days (Single Guest)	\$6500	\$6500**	

* 'option period' for your cruise will be specified in your booking

** for Restricted Fly-Cruise booking 100% cost of Restricted Air Flight is payable at time of booking

If your reservation includes a Restricted Air flight, a full non-refundable*** payment of the cost of flight is due at time of booking. Where you cancel a booking which includes a Restricted Air flight, we will be entitled to apply the relevant cancellation charges to the flights in addition to the applicable cancellation charges set out in clause 19 (chart B) in respect of the rest of the cancelled cruise arrangements. Unless otherwise advised at the time of booking, cancellation of a Restricted Air flight at any time will incur a cancellation charge equivalent to the full cost of the flight.

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

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

Guests booked prior to 1 April 2022 please refer to the payment/deposit schedule of applicable booking conditions at time of booking.

4. Age of Travel

Any Guest under 18 years of age on the date of embarkation is considered a minor, and must be accompanied in the same, connecting or side by side Stateroom by a Guest who is 18 years or older who expressly agrees to be responsible for the under-18 Guest throughout the cruise except for bookings on itineraries that begin or end in the U.S., Canada or China or include ports of call in the U.S., Canada or China. For these exceptions the minimum age requirement is 21 years. For guests who are U.S., Canadian, or Chinese, the minimum age requirement is 21 years of age, regardless of itinerary.

Children under 2 years of age cruise at the 3rd and 4th Guest rate in the same Stateroom. Children who are 2 years of age or over, where travelling twin share, will be charged the full Guest rate for the applicable Stateroom. Infants under 6 months of age are not eligible for travel on our ships. For sailings that have three or more consecutive days at sea, infants must be at least 12 months old at the time of embarkation.

NCL offers programmes for children and teenagers. For further information in relation to youth programmes, please refer to: <https://www.ncl.com/why-cruise-norwegian/family-cruises/youth-programs/faq>.

5. Pregnancy

We are unable to accept any Guest who will have entered the 24th week of pregnancy at the time of embarkation. We do not represent that travel is safe during any point in the pregnancy of a Guest. Advice should be sought from your medical practitioner prior to embarkation. The period specified above represents our minimum requirement. Some countries place limitations on the entry of non-national pregnant women. Check with the relevant embassy or consulate before you travel to confirm any further limitations.

6. Drinking on-board

If you are 18-20 years of age and you have the written consent of your parent (parent must be on-board), you may purchase beer or wine for yourself when the ship is sailing in international waters (except on Alaska, Hawaii and New England cruises where you must be 21 years of age to consume or purchase alcohol of any kind). On itineraries that begin or end or visit any U.S., Canadian or Chinese ports, the minimum drinking age is 21 years of age. As such, Guests must be 21 years of age or above to purchase and consume alcohol on any cruises that touch the U.S., Canada or Chinese ports.

However, Guests 18 years of age or older are permitted to purchase and consume alcoholic beverages without written consent from their parent when sailing on roundtrip European, Australian and New Zealand voyages. We encourage the responsible use of alcohol and accordingly reserve the right to revoke the drinking privileges of any Guest who violates Norwegian's Guest Conduct Policy or who is deemed a danger to themselves or others by vessel management. Continued abuse of alcohol while sailing and/or violation of Norwegian's Guest Conduct Policy may result in immediate disembarkation.

7. Gambling Policy

If you want to gamble in our casinos, you must have a valid ID showing you are 18 years or older. If a Guest under the age of 18 wins in the casino and cannot provide proof of age, they will not be paid the winnings. Gaming vouchers and table game chips must be redeemed prior to cruise end. There is no casino on Pride of America. Please note that the casino will be closed whenever the ship is in territorial waters the laws of which prevent the casino from operating without a specific authorization.

8. Smoking Policy

A guest must be at least 18 years of age to purchase, possess or use tobacco onboard. All indoor public spaces are smoke free, with the exception of designated smoking areas. Additionally, smoking will not be permitted in staterooms or on stateroom balconies. Outdoor smoking areas will be in designated areas. Electronic cigarettes can only be used in designated smoking areas. Guests in violation of the stateroom and balcony smoking policy set out in this clause may be charged a fine from US\$250 as a stateroom cleaning fee. Cigars and pipe tobacco can be enjoyed in designated outdoor areas.

Please note that the above policy is subject to revision in order to comply with current applicable health legislation, where countries have local smoking regulations. This may mean that smoking is prohibited except in designated outdoor areas or when arriving/departing certain ports.

9. Identification Required

All Guests require a valid passport and must submit to Norwegian for review prior to boarding. Failure to submit proper documentation will result in the Guest being denied boarding. Guests may need to obtain a travel visa for their upcoming trip, so it is recommended they visit:

- <https://au.visacentral.com.au> Quote: NORWEGIAN
- or
- www.smarttraveller.gov.au (for holders of Australian passports);
- or
- www.safetravel.govt.nz or www.travcour.co.nz (for holders of New Zealand passports),

for further information.

It is your responsibility to ensure that you and everyone travelling with you have all necessary passports, visas and all other travel documents required to board the ship and enter the countries visited on your cruise, and to ensure that these are valid and in order. Guests should also ensure that they obtain any required health documents or inoculations required and find out about dangers to health and safety at any destination. If we provide assistance in relation to any of the above aspects of your travel, this does not release you from your responsibility in respect of these matters.

10. What's included in my cruise fare?

All prices shown on our Australian and New Zealand website and quoted in our Australian and New Zealand brochures are per person in \$AUD or \$NZD (as applicable, depending on where the ticket is being acquired) and are based on two people sharing the specified stateroom grade. Cruise prices cover the cruise for you (and your baggage allowance) from the point of departure as specified on your cruise voucher to the point of final destination as specified on your cruise voucher, and include the following, where applicable:

- full on-board accommodation;
- complimentary and freestyle on-board dining within prescribed hours, not including specialty restaurants;
- Room service menu items (convenience charge may apply as set out in clause 11, below);
- on-board entertainment (subject to the exclusions set out in clause 11, below);
- on-board gym access (but not personal training or exercise classes);
- on-board poolside activities;
- access to on-board Kids & Teen (ages 3-17) programming & spaces (but not baby sitting or group sitting);
- on-board outdoor pools and hot tubs;
- in respect of total cruise prices, all taxes (including port charges and Australian or New Zealand GST, as applicable, depending on where you purchased your ticket);
- fuel costs (subject to change and/or apply fuel supplement surcharge);
- on-board gratuities (in \$USD) as part of More at Sea dining and drinks packages; and
- the service charge if booked on or after 1 July 2022 referred to below (subject to your election). Please see clause 14 below for further information.

11. What's not included in my cruise fare?

In addition to the exclusions noted above, cruise prices do not include the following:

- additional gratuities and (at your election) the service charge if booked on or before 30 June 2022 (as detailed in clause 14);
- meals in specialty restaurants;
- entertainment-based dining;
- alcoholic beverages;
- specialised tea and coffee;
- fresh juices;
- bottled water;
- soft drinks and energy drinks;
- room service convenience charges of \$USD 9.95 will be charged at our discretion (does not apply to guests staying in The Haven and Norwegian Suites); prices are subject to change
- room service breakfast fee charges of \$US 4.95 for all breakfast orders (does not apply to guests staying in The Haven and Norwegian Suites);
- à la carte menu items;
- spa treatments and salon services;
- exercise classes and personal trainer;
- casino and gambling activities;
- transfers and airfares (unless pre-purchased with air/sea packages);
- hotel stays pre-/post-cruise (unless pre-purchased);
- duty free shopping;
- shore excursions;
- photography;
- internet access;
- group and babysitting services;
- specialty on-board seminars;

- art purchases;
- gift shop purchases;
- video arcade;
- phone calls off the ship;
- Wi/Fi & satellite connection for tablets, computers, phones/mobile devices;
- laundry services;
- travel insurance;
- use of the Medical Centre;
- any additional credit card and fuel supplement surcharges; and
- taxes on the provision of additional services, including services that are not provided by Norwegian
- meals, beverages, and gratuities as detailed in clause 1 of the Land Package Terms and Conditions set out at the bottom of this Guest Ticket Contract.

Cruise Fares also do not include taxes, fees, port expenses and charges imposed by governmental or quasi-governmental authorities, including port authorities, charges imposed by local authorities whilst in port or within territorial waters on specific goods and services provided onboard ship, service charges (as detailed in clause 14) or the cost of the fuel supplement, nor any security surcharges or similar incidental surcharges, for which passengers will be charged. If governmental or quasi-governmental action results in such taxes or fees exceeding the estimates used by Norwegian when quoting such amounts, Norwegian reserves the right to pass through the extra amount. Norwegian reserves the right to charge a fuel supplement, without prior notice, should the closing price of West Texas Intermediate Fuel increase above \$65.00 USD per barrel on the NYMEX (New York Mercantile Exchange Index). The amount of the fuel supplement will not exceed \$10.00 USD per passenger per day. This charge may apply, at Carrier's sole discretion, to existing and new reservations and Norwegian may collect the fuel supplement at the time of sailing, even if the fare has been paid in full. Please see <https://www.ncl.com/cruise-faq/fuel-supplement>.

Restrictions and charges may be imposed by local authorities on specific goods and services whilst in port or within territorial waters. For example, some countries require the payment of VAT locally on goods and services. We will do our best to advise you of any such charges in advance of your cruise.

12. Jones Act – USA consecutive cruises

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

Local cabotage laws are subject to change at any time without warning. Downlines are not confirmed until written confirmation is received from NCL.

Any downline authorizations are taken at the guest's own risk due to itineraries and cabotage laws that can be changed at any time.

13. Guarantee Stateroom bookings ("GTY" or "GTY Stateroom")

We may offer Guests the option of making a GTY booking. A Guarantee stateroom (GTY) is one where there is no cabin number assigned at the time of booking. A GTY Stateroom may be assigned any time after final payment has been received up to the day of sailing. A GTY Stateroom may be assigned to a single, double, triple, or quad Stateroom. Once your GTY Stateroom has been allocated to you, we are unable to accept any changes requested by you or your travel agent. The eDocs for GTY bookings are not able to be accessed by Guests until 21 days prior to sailing.

A Stateroom GTY booking guarantees to the applicable Guests the ship, the voyage, the fare and a Stateroom in the category they paid for. However, a GTY booking does NOT guarantee to the Guests the deck or location of the

Stateroom, specific bedding arrangements (two lowers that convert to a queen), a specific cabin number, an unobstructed view/an open balcony, a porthole or window, or that the Guest will be located beside any other Guests with whom they are travelling under the same or different booking in a different Stateroom.

GTY categories are also defined as follows:

- MX Club Balcony Suite
- BX Balcony Stateroom
- OX Oceanview Stateroom (including obstructed view & portholes)
- IX Interior Stateroom

Note: A GTY Stateroom cannot be booked on a back-to-back reservation. Promotions are excluded on the above-mentioned categories and not recommended if you have specific requirements, such as deck & window preferences, proximity to elevators, etc.

14. Is there a service charge (gratuities)?

For Bookings made on or after 1st July 2022

Onboard service charges-relating to services provided by stateroom attendants and dining room staff are included in your voyage fare.

This fee will be shared between those staff members, including the restaurant staff, Stateroom stewards and other behind-the-scenes staff who have provided services to enhance your overall cruise experience.

Certain staff positions (e.g., beverage service, concierge, butler and youth counsellors) do not benefit from this shared service charge because they provide services to only some Guests, and not all. If you have received excellent service from any of these staff members, you may wish to acknowledge them on an individual basis. If you have any concerns about the service you receive during your cruise, please let the staff at our service desk on-board (the "Guest Services Desk") know right away, so we can address any issues in a timely manner.

For all spa and salon services, beverage purchases, specialty restaurant dining and entertainment-based dining, there will be an additional 20% service charge added to the total cost of the service.

For Bookings made on or before 30th June 2022

The service charge (also known as 'gratuities') is not automatically added into your cruise fare price, however it can be prepaid on a per Guest per day basis (for Guests three years and older). If a Guest does not elect to prepay the service charge it will be payable onboard the cruise. (For Australian & New Zealand guests on departures sailing from Australia and New Zealand ports, service charges are included in the cruise fare).

This fee will be shared between those staff members, including the restaurant staff, Stateroom stewards and other behind-the-scenes staff who have provided services to enhance your overall cruise experience.

Certain staff positions (e.g., beverage service, concierge, butler and youth counsellors) do not benefit from this shared service charge because they provide services to only some Guests, and not all. If you have received excellent service from any of these staff members, we encourage you to acknowledge them with appropriate gratuities on an individual basis. If you have any concerns about the service you receive during your cruise, please let the staff at our service desk on-board (the "Guest Services Desk") know right away, so we can address any issues in a timely manner.

At the time of booking, you may elect to pre-pay the service charges (which apply at the following rate for bookings made on or after 1 April 2022 and if paid prior to sail date).

- US\$16.00 per person, per day for Balcony stateroom and below
- US\$18.00 per person, per day for Club Balcony Suites
- US\$20.00 per person, per day for The Haven and Suites

If you do not choose to prepay these service charges at time of booking or prior to sailing, they will be made payable on-board at a rate of (for sailings on or after 1 January 2023):

- US\$20.00 per person, per day for Club Balcony Suites and below
- US\$25.00 per person, per day for The Haven and Suites

For all spa and salon services, beverage purchases, specialty restaurant dining and entertainment-based dining, there will be an additional 20% service charge added to the total cost of the service.

The above service charges are accurate and correct as of 1 January 2023 and are subject to change. To pre-pay your service fee at the time of booking or at any time prior to 24 hours prior to sailing, please contact the Norwegian Reservations Department on 1300 255 200 (if calling within Australia) or 0800 969 283 (if calling within New Zealand) or your Travel Agent.

15. Baggage Loss or Damage

Allowance

Each Guest is allowed up to two pieces of personal luggage on board, with each piece weighing a maximum of 23 kilograms. Guests travelling by air will need to check with the applicable airline for specific restrictions. Should your airline allow you to carry more luggage, this will be accepted onboard too.

Damage

Baggage lost or damaged when boarding or disembarking the ship must be reported, and an Irregularity Report must be filed with the Guest Services Desk or Norwegian personnel prior to ship's departure from port or prior to leaving the local customs area. Norwegian will not be responsible for any loss or damage which is not so reported. To the extent permitted by law, Norwegian's liability for loss or damage to personal baggage shall be limited to \$AUD/\$NZD150 (as applicable, depending on where you purchased your ticket) per Guest. Guests' baggage and property are transported, stored and handled at owners' risk at all times. Norwegian strongly urges you to insure all baggage and personal effects prior to leaving your residence.

Searches

Norwegian or any governmental officer, port official or their representatives may require you to submit to clothing and body searches, require you to submit your baggage to searches or inspections, or may search or inspect your baggage with or without you being present. As a result of a search or if you refuse to submit yourself or your baggage to a search, we may refuse to carry you and your baggage and may deliver your baggage to government, port or other officials if required to do so. Except as otherwise provided by applicable laws, if a search or screening causes damage to you or your baggage we will not be liable for the damage, unless it was caused by our negligence or wilful misconduct.

16. Guarantee and Rate

All prices are quoted in \$AUD/\$NZD (as applicable, depending on where you purchase your ticket) and are correct at the time of publication or until the end of the phone call (as applicable), unless otherwise stated. Once we have received your deposit or full payment, the cruise rate is secure, except in the event of substantial increases in operating costs, tariffs or government or quasi-government taxes and fees (including port charges and taxes) that are beyond Norwegian's control. In such cases, we reserve the right to add a surcharge, whether you have confirmed a booking under deposit or have made final payment. We will do our best to inform you of any additional costs that you will be required to pay, however, we are not always in a position to do this at the time of booking. Where we are made aware of a specific charge that you will have to pay prior to the start of your cruise we will notify you of this as soon as reasonably possible. To the extent permitted by law, we reserve the right not to honor any published prices that we determine are erroneous due to printing, electronic or clerical error.

17. Itinerary Changes

In the event of strikes, lockouts, stoppages of labour, riots, weather conditions, mechanical difficulties, acts of God, restraints of governments or their departments (including but not limited to orders by government agencies restricting travel due to declared pandemics, public health emergencies or outbreak of communicable disease (including but not limited to COVID-19), quarantines, national or regional emergencies), civil war or for any other circumstances beyond our reasonable control ("Force Majeure"), Norwegian has the right to cancel, advance, postpone or substitute any scheduled sailing, during sailing or itinerary. In this event Norwegian may, but is not obliged to, substitute another vessel for any sailing or port of call and cannot be liable for any loss to Guests by reason of such cancellation, advancement, postponement or substitution, or for failure to adhere to published arrival and departure times for any of its ports of call. If we have to cancel or otherwise make a significant change to your itinerary, we will endeavour to notify you as soon as possible. Reservations are subject to change or cancellation in the event of a full- ship charter, and in such event, Norwegian will endeavour to notify you as soon as possible with alternative options.

18. Payment and Cancellation Policy

All Guests, including third-through-eighth-berth Guests, must pay the deposit set forth in Chart A set out in clause 3 above for the applicable cruise at the time of booking and must pay the final payment within the time prescribed in Chart A for the applicable cruise. Group Guest policies may apply different deadlines for payment than those referred to above. Please contact the Norwegian Reservations Department for a copy of the Group Guest policy, if required. An additional deposit may be required for Holiday Sailings booked prior to 1 April 2022. Payments should be made to the Norwegian Reservations Department via credit card or wire transfer to Norwegian Cruise Line for the appropriate amount. We cannot accept travel agent account numbers. Payment and cancellation charges may differ by promotion.

19. Cancellation Fees on Cruise Fares, Flights and Land Packages

Cancellation fees may apply for cancellation of reservations on cruises, flights and land packages. For cancellations, please contact the Reservations Department on 1300 255 200 (if calling within Australia) or 0800 969 283 (if calling within New Zealand) or your Travel Agent. Depending on when the cruise or land component is cancelled, cancellation charges will be assessed and determined in accordance with Chart B, below. Group Guest policies and cancellation charges may differ by promotion, as specified in the relevant information published by Norwegian Cruise Line for such promotion.

- a) Reservations that are not paid in full by the final payment due date are subject to cancellation by Norwegian, and in the event a reservation is cancelled a cancellation fee will apply.
- b) No refunds will be given on any cruise for no-shows.
- c) No refunds will be made in the event of interruption or cancellation by any Guest after the cruise begins.
- d) No refunds will be given for any missed days of a land package.
- e) Cancellation fees for land and other add-on charges will apply even if the reservation is not cancelled in full.
- f) Name substitutions are considered cancellations and cancellation fees will apply. Spelling corrections which have the effect of a substitution may also be considered cancellations. Additional charges may apply where levied by third party suppliers, including, but not limited to flight providers.
- g) Where they do not occur through any fault, act or omission of Norwegian, departure date changes for a cruise or land package are considered cancellations and are subject to cancellation fees.

Full or partial refunds of your cruise fare may be provided if:

- we are unable to carry you and you have confirmed and paid for your cruise;
- we have to cancel or otherwise make a significant change to your itinerary and no alternative options are available to you;

- the amount of any surcharge on your booking entitles you to a refund upon cancellation in accordance with clause 19 above; or
- you have made a cancellation, in which circumstance any refund will be paid in accordance with Chart B below.

The Guest agrees that Norwegian shall not be liable to make any refund to the Guest for tickets that are wholly or partially unused by the Guest except as expressly stated in this Guest Ticket Contract or as otherwise required by law. Refunds will be made as specified in this Guest Ticket Contract or in the Cancellation Policy section of the Terms and Conditions of the cruise brochure.

Requests for refunds must be in writing to Norwegian at Level 7, 99 Elizabeth Street, Sydney NSW 2000. Refunds will be paid to the Guest who paid the cruise fare via the same method and paid in the same currency used to pay for the cruise fare. Refund processing time is usually between four to six weeks but may be longer. Refunds include any applicable taxes and charges but exclude any applicable fees.

CHART B

CANCELLATION SCHEDULE FOR BOOKINGS MADE ON OR AFTER 1 APRIL 2022

Days Prior to Departure Date	Cruise/Cruise tour Cancellation Fee (per person including 3-8th)	Land Package Cancellation Fee (per person including 3-8th)	Add-On Cancellation Fee (applicable to third party services organised by Norwegian for you (such as transfers and shore excursions) and on-board packages (such as beverage packages))
All sailing length and categories			
Up to 90* days prior to sailing	Nil*	Nil*	Nil*
89-75 days	Deposit*	Nil*	Nil*
74-50 days	25%**	25%**	25%**
49-29 days	50%**	50%**	50%**
28-15 days	75%**	75%**	75%**
14 days or less	100%	100%	100%

* Deposits are generally refundable until 90 days prior to sailing, excluding all costs associated with Restricted Air Flights, however, deposit payments may be non-refundable with promotional offers. Terms and Conditions of promotions are available on www.ncl.com at time of booking.

** Bookings with Flexible Air will have air costs penalised at the same percentage as the cruise. Cancellation of Restricted Air Flights will attract a 100% penalty at all times.

Guests booked prior to 1 April 2022 please refer to the cancellation schedule of applicable booking conditions at time of booking.

NOTE: Cancellation payments will be deducted from amounts received from the Guest. Unless otherwise stated, the cancellation fee is determined by reference to the cruise/cruise tour, land package or other add-on fare (including, where applicable taxes, fees and port expenses), including any third-party costs for which Norwegian becomes liable in respect of the cancellation (such as third-party cancellation charges).

20. Refusal of Passage

Norwegian reserves the right to refuse to transport a Guest and/or to remove a Guest from any property, facility and/or vessel operated by Norwegian if the Guest refuses to comply with any law, government order or regulation,

possesses illegal drugs, possesses weapons of any kind, exhibits inappropriate behavior in the sole discretion of Norwegian, appears on any sex offender list, and/or fails to adhere to the Guest Conduct Policy and Guest Ticket Contract at all times. Each Guest - or, if a minor, his/her parent or guardian - shall be liable to and shall reimburse Norwegian for all damage to the ship and its furnishings, equipment and property caused by any willful or negligent act or omission on the part of the Guest. In addition, expenses of any kind including fines, penalties, duties and other charges incurred by Norwegian and which are attributable to a Guest's failure to comply with the regulations of the ship, or any governmental authority shall be paid by that Guest to Norwegian on demand. The ship's Master may refuse transportation to any Guest or may require any Guest to disembark who, in the sole discretion of the ship's Master, is believed to:

- be dangerous to himself or herself or others;
- disturb Norwegian's other Guests or crew;
- pose a threat to their safety or security or the safety and security of others;
- fail to comply with any applicable law, rule, regulation or order or this Customer Contract;
- unable to comply with the reasonable instructions of Norwegian or its representatives relating to security or safety;
- require special assistance and has not made prior arrangements with us, or fails to meet our medical requirements;
- be under the influence of excessive alcohol or drugs or is (or is reasonably believed to be) in unlawful possession of drugs;
- be unable to provide identification prior to embarkation or cannot prove that they are the Guest specified in the cruise documentation under which they wish to travel;
- be unable to embark due to any law, regulation, order or immigration direction from a country to which the Guest is travelling or departing from;
- be intending to embark under cruise or identification documentation which we have reason to believe has not been paid for, has been reported lost or stolen, has been transferred or substituted, has been acquired unlawfully, or which has been tampered with or is counterfeit.

Such Guest may be left at any port or place at which the ship calls without any liability to Norwegian. Norwegian shall not be required to refund any portion of the fare paid by any Guest who must leave the ship prematurely for any of the reasons set forth in this paragraph or who voluntarily disembarks or leaves the ship for any other reason, nor shall it be responsible for lodging, medical-care expenses, meals, return transportation, or other expenses incurred by the Guest.

21. Specific Needs

Each Guest warrants that they and any other person for whom they are responsible are fit to travel. If you require special assistance this should be reported to Norwegian at the time of booking by calling our Norwegian Reservations Department on 1300 255 200 (if calling within Australia) or 0800 969 283 (if calling within New Zealand), by filling out the "Accessibility & Medical Questionnaire" under <https://ncl.secure.force.com/AccessDeskForm/> or by having your travel agent contact us. A Special Accommodation Requirements Information Form should be obtained from our Norwegian Reservations Department and completed and returned to Norwegian. Once the Special Accommodation Requirements Form has been received, you or your travel agent will be contacted so that we can try to meet your needs prior to your cruise. However certain international safety requirements, ship building requirements or other applicable regulations may cause difficulty or mean that we are unable to fully accommodate certain needs, and Norwegian does not guarantee that it will be able to accommodate special needs in all circumstances and, to the extent permitted by law, disclaims liability for failure to accommodate a specific need.

If you have any food allergy or a dietary requirement that requires a special meal or particular food products, please advise a Norwegian Representative or your travel agent at the time of booking. Obtaining the product for many of these requests requires 45-days' notice prior to sailing, and we want to ensure that we are able to fulfil your request. We cannot guarantee special meal requests made within 45 days of sail date. For the protection of all of our Guests,

it is not permissible to bring aboard any food items that would require preparation by the ship's staff, or food items that would require cold storage in our kitchen facilities. Norwegian does not guarantee that it will be able to accommodate food allergies and dietary requirements in all circumstances and, to the extent permitted by law, disclaims liability for failure to accommodate a specific dietary requirement.

22. Medical Services

A physician and a nurse "medical personnel" are on board for each sailing and are generally available for Guest consultation during specified hours and 24 hours a day for medical emergencies while the ship is at sea. Shipboard infirmaries are equipped to provide only basic medical care and do not offer care for conditions requiring long-term care or specialized expertise or equipment. As Norwegian is not in the business of providing medical care, medical personnel and the services they provide are for the convenience of our Guests only, and such personnel work directly for the Guest and charge for their services. The Guest acknowledges that the ship may travel to destinations where medical care or evacuation is delayed or unavailable.

The Guest acknowledges and agrees that Norwegian cannot intervene, supervise or direct the medical decisions and/or care provided by on-board medical personnel and that Norwegian shall not be liable in any respect whatsoever for the medical care, treatment or diagnosis of Guest by medical personnel on board or ashore, nor for any other act or omission related to, occurring during, or arising from the medical treatment, consultation or services provided to or for a Guest. Guests are responsible for all fees and costs associated with medical services provided by on-board medical personnel or incurred for any emergency medical evacuation or deviation. All Norwegian cruises are outside the scope of Australian and New Zealand Medicare and private health insurance. Consultations, treatments and medicines are charged at private rates and must be claimed through your international travel insurance.

23. Transfers

Airport to pier (if applicable) transfers and vice versa are available for purchase by all Guests. Guests who wish to purchase transfers should contact our Reservations Department (on 1300 255 200 (if calling within Australia) or 0800 969 283 (if calling within New Zealand)) and also advise them of the correct flight times. The Guest is responsible to advise the Reservations Department of any flight schedule changes. All Guests who purchase transfers will receive a transfer voucher prior to departure. Upon arrival in the city of embarkation, Guests should proceed to the baggage claim area to claim their luggage. A Norwegian representative will meet them in the baggage claim area on domestic flights and outside of customs on international flights to assist with their transportation to the ship or hotel (if applicable). For cruise-only Guests booking their own return flights, we suggest a departure time no less than six hours after the announced arrival time of the ship. If we are providing off-board transportation to you, we act only as agent for the third party providing those services and the terms and conditions of the Customer Contract do not apply to such transportation. The operators' terms and conditions, which may significantly limit or exclude liability, will be made available to Guests upon request. Norwegian shall not be responsible for any damage or inconvenience caused by late air, car or motor coach arrivals, or for any damage to property or personal injury suffered off the ship, where that loss or damage is not attributable to the acts or omissions of Norwegian in arranging any transportation or transfer.

24. Travel Protection

Guests are required as a condition of our accepting your booking to take out adequate and appropriate holiday insurance to cover as a minimum all travel, cancellation, curtailment, medical and repatriation liabilities (including where these arise as a result of circumstances outside your control such as, without limitation, accident or illness or inability to travel for other reasons). Please note each travel insurance policy will have different levels of cover and scope depending on the insurance provider and the level of cover purchased.

Holidays should be hassle free and worry free. However, given unforeseen events can occur (including losing baggage, needing medical care, delays and cancellations), the Australian Government recommends all travellers take out travel insurance.

New Zealand customers can obtain a quote for travel insurance from Allianz Partners via our website <https://www.ncl.com/nz/en/travel-protection-nz>. You should consider the Policy Wording before making any decisions about this travel insurance policy.

This Insurance is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners (FSP758611) and underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia) ("Hollard"). Read AWP Services New Zealand Limited FAP Disclosure statement https://www.allianz-partners.com/en_NZ/who-we-are/Financial-Advice-Disclosure.html.

Australian customers should make enquiries with their preferred Travel Insurance Provider.

25. Your Travel Agent

Your travel agent acts for you in making the arrangements for your cruise and any related travel, lodging and tours. Norwegian cannot be responsible for the financial condition or integrity of any travel agent used by you. Norwegian is not responsible for any representations or conduct of your travel agent, including, but not limited to, failure to remit your deposit or other funds to Norwegian, for which you shall at all times be liable to Norwegian, or any failure to remit a refund from Norwegian to you.

26. Safety and Security

Norwegian visits a large number of ports in numerous countries around the world. At any given moment, there are likely to be "trouble spots" in the world, in terms of crime and/or war or terrorist actions. Accordingly, it may be necessary to change the published cruise or Shore Excursion itinerary. Any such changes are for your safety and beyond Norwegian's control. While Norwegian endeavours to provide reasonable protection for your comfort and safety on board its ships, Norwegian makes no representation as to the safety, conditions or other issues that may exist at any destination and cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Norwegian reminds all Guests that they must ultimately assume responsibility for their actions while ashore. The Australian and New Zealand Governments and other similar government agencies regularly issue advisories and warnings to travellers, giving details of local conditions in specified cities and countries according to the agency's perception of risks to travellers. Norwegian strongly recommends that Guests and their travel agents obtain and consider such information when making travel decisions. Also, please be advised that weapons and illegal narcotics (including medical marijuana or similar drugs used for medicinal purposes) are not permitted on board any Norwegian ship.

27. Our Liability

Subject to the limits and exclusions of liability below we will make sure that the services we have agreed to perform or provide as part of this Customer Contract with you are made, performed or provided with reasonable skill and care. This means that, subject to the terms and conditions of the Customer Contract, we will accept responsibility for a breach of the Customer Contract or if Norwegian or its employees, agents or contractors fail to use reasonable skill and care in performing or providing, as applicable, the services set out in the Customer Contract. We will only be responsible for what our employees, agents and contractors do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to perform (for agents and contractors).

General exclusions

Other than as specified in this Guest Ticket Contract or applicable laws, we exclude all liability for any costs, expense, losses or damages whatsoever that may arise in any way in connection with your cruise.

To the maximum extent permitted by law, except as specifically provided herein, we will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the Guest(s) affected or any member(s) of their party;
- the act(s) and/or omission(s) of a third party not connected with the provision of the services provided by or on behalf of Norwegian; or
- the occurrence of events of 'Force Majeure' (as that term is defined at clause 17).

We are not liable for any damage arising from our compliance with any laws or government regulations or your failure to comply with the same.

This Guest Ticket Contract (including any exclusion or limitation of liability) applies to and is for the benefit of:

- any Norwegian representatives or employees to the same extent as they apply to us
- NCL (Bahamas) Ltd. doing business as Norwegian Cruise Line and its parent corporations, subsidiaries, affiliates, agents, assigns and related companies; and
- the vessel upon which the voyage was booked or any vessel substituted in its place, including the Master and crew of the vessel(s) for Guest's voyage.

The total amount that you can recover from us and from any of the parties listed above, in aggregate, will not be more than the total amount of our liability, if any.

Except where this Guest Ticket Contract provides otherwise, our liability, if any, is limited to proven compensatory damages.

Recreational Services

If you are an Australian Guest, where Norwegian provides Recreational Services (as that term is defined in section 139A(2) of the CCA), liability is excluded to the maximum extent permitted by law for any and all Excluded Recreational Liabilities (as set out in section 139(3) the CCA and including, but not limited to, liability for death, physical or mental injury, or contraction or aggravation of any disease) which arises out of the provision of the Recreational Services, and which is not caused by the Reckless Conduct (as that term is defined in section 139A(5) of the CCA) of Norwegian, or its employees, agents or contractors.

Consumer Guarantees

Without limiting the application of any other limitation or exclusion of liability in these terms and conditions and the Customer Contract, to the maximum extent permitted by the Consumer Laws, our liability under this Customer Contract is limited, at our option, to resupplying the services to which this Customer Contract relates or the payment of the cost of having the services to which this Customer Contract relates supplied again.

Consequential Loss

To the maximum extent permitted by law, we exclude liability for indirect and consequential loss, being any claim or liability that does not arise naturally and according to the usual course of things from the event giving rise to the claim or liability under the Customer Contract, including a claim or liability under the Customer Contract that arises due to special circumstances of the parties that were not known to the party having a liability under the Customer Contract, including (without limitation) any loss of expectation, loss of opportunity, loss of cost saving, loss of goodwill or loss of enjoyment, in each case whether or not such claim or liability was in the contemplation of the parties at the date of entering into this Customer Contract.

Contributory Negligence

To the maximum extent permitted by law, our liability (if any) will be reduced in proportion to any contributory negligence or fault on your part or the part of any other person that is not an employee, agent or contractor of Norwegian.

Third Party Services

Please note we cannot accept responsibility for any services which do not form part of this Customer Contract. This includes, for example, any additional services or facilities, which your hotel, airline or any other supplier agrees to provide for you which do not form part of the cruise we operate. In the event that Norwegian arranges for the transportation of Guests to and from the ship, or sells tickets for shore-side tours or arranges any other services which are operated by independent contractors, Norwegian does so for the convenience of Guests and, to the maximum extent permitted by law, disclaims liability for any delay, damage, loss, injury or death which results from the use of those services and which is not occasioned by reason of the fault or negligence of Norwegian or any of its employees, agents or contractors.

Without limiting the application of any other limitation or exclusion of liability in these terms and conditions and the Customer Contract, our liability to you for death, injury, loss or damage to luggage shall be limited in accordance with applicable law, regulation or international convention. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited by applicable law, regulation or international convention. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is limited to the most the carrier or hotel keeper concerned would have to pay under applicable law, regulation or international convention, which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention).

Where a carrier or hotel would not be obliged to make any payment to you under any applicable international convention, regulation or in accordance with applicable law in respect of a claim or part of the claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

28. Limitations and Disclaimers of Liability

- (a) Norwegian and the guest hereby agree there is no warranty, whether express or implied, as to the fitness, seaworthiness, or condition of the vessel or any person on board, or any food, drink, medicine, or provisions supplied on board the vessel. The guest acknowledges that Norwegian is not an insurer of his or her safety during the course of the voyage, and the guest agrees that Norwegian shall not be liable in any circumstances for any incident or injury arising from events occurring outside of the guest areas of the vessel or outside of the vessel itself, including but not limited to those events occurring ashore (including shore excursions), on tenders not owned or operated by Norwegian, on or resulting from equipment not a part of the vessel, or upon docks and/or piers, or involving persons employed on board the vessel acting outside the course and scope of employment or involving the spread or outbreak of disease(s).
- (b) Norwegian disclaims all liability to the guest for damages for emotional distress, mental suffering or psychological injury of any kind not resulting from a physical injury to that guest, nor from that guest having been at risk of actual physical injury.
- (c) On international cruises which neither embark, disembark nor call at any US port and where the guest commences the cruise by embarkation or disembarks at the end of the cruise in a port of a European member state, Norwegian 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 Norwegians to guests in the event of accidents. For a copy of EU Regulation 392/2009, visit <https://eur-lex.europa.eu/eli/reg/2009/392/oj/eng>. In addition, Guests embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For additional information on EU Regulation 392/2009 please click here <https://eur-lex.europa.eu/eli/reg/2009/392/oj/eng> and for information regarding EU Regulation 1177/2010 please click here <https://eur-lex.europa.eu/eli/reg/2010/1177/oj/eng>.

- (d) On all other international cruises which neither embark, disembark nor call at any U.S. port or European Member State, Carrier shall be entitled to any and all liability limitations and immunities for death and/or personal injury as provided in the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974 and the Protocol of 2002 to that Convention (together, the "Athens convention") on the liability of carriers to passengers in the event of accidents. For a copy of the Athens Convention 1974, visit <https://treaties.un.org/doc/Publication/UNTS/Volume%201463/volume-1463-I-24817-English.pdf>, and for a copy of Athens Convention 2002 Protocol, visit <https://treaties.un.org/doc/Publication/UNTS/No%20Volume/24817/A-24817-080000028053bf55.pdf>. (Full text in English begins on page 40).
- (e) In addition, and on all other cruises, Norwegian and the vessel shall have the benefit of any statutory limitation of liability or exoneration of liability available in the applicable forum, or under any applicable national or international law, including, but not limited to, 46 USC §§ 30501 through 30509 and 30511.
- (f) The carrier asserts and hereby places the guest on notice of its intent to utilize the immunity for business entities against liability for any Covid-19-related claim as provided for in Florida Statutes §§ 768.38 and 768.381.
- (g) As in any hotel, casino, or other place of lodging, unforeseeable crimes can occur including while onboard a cruise vessel. In the unlikely event you are the victim of any crime, including but not limited to theft, physical or sexual assault, battery, threats, etc. please immediately notify shipboard personnel. Security personnel are available 24 hours a day and can be reached by dialing 911 on any phone located throughout the ship. A Security Guide with additional information is available in your cabin and online at https://www.ncl.com/sites/default/files/Security_Guide_040517_2.pdf.
- (h) **Time Limitations of Actions:** The guest agrees that, subject to applicable law, no suit, whether brought in rem or in person, shall be maintained against Norwegian for emotional or physical injury, illness or death of guest unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to Norwegian within 185 calendar days from the date of the incident giving rise to such injury, illness or death; and no suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness or death.

29. **Your Liability**

You agree to use all reasonable efforts to report any complaint or claim on-board or otherwise to bring it to our attention as soon as possible. You acknowledge that any failure to do so may limit our ability to investigate the matter following your cruise.

You must ensure that you are using an up-to-date brochure when you book your cruise. We cannot accept any liability whatsoever for any mistakes or any incorrect/inaccurate information which results from the use of any out-of-date brochure. It is your responsibility to:

- ensure that you and everyone travelling with you have all necessary passports, visas and all other travel documents and that these are valid and in order; and
- ensure that you comply with all laws, regulations and order of the places you will visit, including as to inoculations and health documents. If we provide assistance for any of these aspects of travel this does not release you from your responsibility in respect of these matters.

30. **Privacy**

Norwegian is subject to the Australian Privacy Principles as contained in the *Privacy Act 1988* (Cth) for Australian Guests ("**APPs**"), and the New Zealand Information Privacy Principles as contained in *Privacy Act 1993* (NZ) for New Zealand customers ("**IPPs**") (the applicable act being the "**Privacy Act**"). We endeavour at all times to comply with the APPs and IPPs as relevant.

Norwegian has in place a Privacy Policy which informs Guests and other Norwegian customers of how we collect your personal information and how we use, store and disclose that information. Please note that Norwegian also has in place processes to address any complaint in relation to the disclosure or use of personal information. To make an enquiry, a complaint or to obtain a copy of the full Privacy Policy of Norwegian Cruise Line, please contact us in one of the following ways:

- Telephone our local Sydney Contact Centre on 1300 255 200 (AU) or 0800 969 283 (NZ); or
- Write to us at:

NCL Australia Pty Ltd
Level 7, 99 Elizabeth Street
Sydney, NSW, 2000 Australia

Alternatively, a copy of our Privacy Policy can be found online at www.ncl.com.

Please note that, in order to process your booking, we need to obtain certain personal (and, in certain circumstances, sensitive) information about you. In providing this information, you authorise us to collect, use and disclose such information about you in accordance with the Norwegian Privacy Policy.

Information required from you

At the time of booking, we will require guest contact information for all guests on the booking including email address and contact phone number. In the event of last-minute schedule changes or emergency situations we may need to use this information to contact the guest directly. You must provide the relevant details at the time of booking your cruise or no later than the deposit due date.

Our procedures may change from time to time, and we will inform you of any changes at the time of booking or as soon as possible thereafter. If you fail to supply the details requested, both fully and accurately, you may not be permitted to board your cruise ship. We will not accept any liability in this situation, and we will not pay you any compensation or make any refunds. You will also be responsible for your onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Please also see Privacy Policy Statement on our website: <https://www.ncl.com/about-us/privacy-policy>. Please note that all details you give us in connection with your booking will be kept confidential and will only be stored and used for marketing purposes including sending information about our exclusive offers and products by email and messaging services and by telephone and fax. Please note that you are able to remove your details from our contact lists at any time.

If you object to any of the above uses of your personal information or believe that any of your personal details which we are processing are inaccurate or incorrect, please contact us in one of the abovementioned ways.

Security Cameras

Please note that Norwegian uses CCTV (Closed Circuit Television) to monitor and record public areas of all Norwegian ships for the safety and security of our Guests. This footage is confidential and may be stored for such period as is permitted under any applicable law, regulation, policy or code. It is only available for viewing as permitted and required by law. Norwegian is not responsible for any consequences arising from the viewing and use of this footage.

31. Tenders

In some ports the ship will anchor offshore and use smaller boats which hold around 100 people (known as tenders) to transport guests to shore. Guests will go to a tender platform from which you will board the tender. On occasion and due to operational reasons, it is necessary for us to switch from a docked port of call to a tender. Some guests

with limited mobility may find it difficult to embark or disembark the ship at certain times while at the dock or while tendering. To ensure the safety of our guests and crew, Norwegian reserves the right to limit the use of wheelchairs or scooters when transferring from the ship to a tender. Guests in wheelchairs or scooters may consequently not be able to go ashore or participate in certain activities or shore excursions in tender ports. Tender ports are subject to change without notice. Please note that passengers use tenders at their own risk. Norwegian shall not be responsible for any damage to property or personal injury suffered in using a tender, where that loss or damage is not attributable to the acts or omissions of Norwegian.

32. Visas & Passports

For all sailings a valid passport and appropriate visa will be required. You are responsible to ensure that you have all necessary visas and that your passport is up to date and will remain valid for at least 6 months from the date of the termination of your cruise. Please check the applicable passport and visa requirements (including multi-entry visa requirements and for additional visa photos) with the embassies of the countries you will be visiting during your cruise or check the up-to-date position with your travel agent in good time before departure.

Guests who do not possess the proper documentation may be prevented from boarding their flight or ship or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring proper documentation. We do not accept any liability if you are refused entry onto any flight or into any country or otherwise suffer any difficulties or incur any costs as a result of not having an acceptable passport or any required visa(s).

Certain Port Authorities may from time to time ask to see photo identification when you depart the ship during the cruise. We strongly suggest that you take a photocopy of your passport (in addition to your passport itself) with you on holiday and carry the photocopy with you each time you depart the ship in order to minimise any inconvenience this may cause.

33. Onboard Account/Purchases

Onboard currency

The currency used onboard all Norwegian Cruise Line vessels is US Dollars.

Your onboard account

All Norwegian Cruise Line ships operate on a 'cashless' system. When you check in you will receive an onboard guest account card and all purchases made onboard the ship are made using this card. At the end of the cruise, you will receive a statement summarising the charges on your account. To settle your account, we require you to register your credit card at check-in. As all onboard accounts are payable in US Dollars, your credit card provider or financial institution may levy a foreign exchange transaction fee. Please note that when paying by credit card we obtain daily authorisations from your bank or financial institution, in some cases these may be held for up to 10 days for credit cards and 30 days for debit cards, after your cruise ends and will show as a pending/ pre-authorisation transaction. For this reason we do not recommend the use of Debit Cards or prepaid Debit Cards. Our ships do not accept Australian bank issued foreign currency cards if these do not contain your name either printed or embossed on the front of the card. Norwegian Cruise Line onboard accounts may be settled in cash. We cannot accept personal cheques and any currency other than US Dollars.

34. Public Health and Knowing Acceptance of Risks

(a) Recommended Consultation with Personal Physician.

Guests are encouraged to discuss the advisability of travel with their personal physicians and to review the U.S. Centers for Disease Control and Prevention ("CDC") website for updated information. The CDC has identified elderly persons and persons with certain chronic medical conditions as being at increased risk of life-threatening complications from being infected with COVID-19 and other communicable diseases/illnesses. Guest acknowledges, understands and

accepts that while aboard the vessel, in terminals and boarding areas, or during activities ashore and/ or while traveling to or from the vessel, the guest or other passengers may be exposed to communicable illnesses, including but not limited to COVID-19 and its variants, influenza, colds and norovirus and potentially newer diseases not yet known. Guest further understands and accepts that the risk of exposures to these communicable illnesses and others is inherent in most activities where people interact or share common facilities, is beyond Norwegian's control, and cannot be eliminated under any circumstances. Guest knowingly and voluntarily accepts these risks as part of this ticket contract, including the risk of serious illness or death arising from such exposures, and/or all related damages, loss, costs and expenses of any nature whatsoever.

35. Norwegian's Rules and Regulations:

- (a) **Guest's Agreement:** The Guest agrees to abide by all the rules, policies and procedures of Norwegian including those contained on Norwegian's website and to follow the lawful instructions of the vessel's officers and crew, at all times. The Guest accepts that failure to do so constitutes a material breach of this Guest Ticket Contract which may subject the Guest, as well as any accompanying Guest(s), to involuntary disembarkation without liability whatsoever to Norwegian for any refund or any other related loss or expense to the Guest, and any accompanying Guest(s).
- (b) **Norwegian's Right to Confine, or Refuse or Revoke Passage:** The Guest recognizes and agrees that Norwegian reserves the right, without incurring liability of any kind, to refuse or revoke passage to, or confine to a stateroom, or refuse to reboard after going ashore any Guest who, in the sole judgment of Norwegian or vessel's medical personnel, may be refused admission into a port of landing or into the country of destination, or may be suffering from a contagious disease, or fails to abide by Norwegian's policies and/or procedures or for any other cause may endanger themselves or others, or become obnoxious to others. Carrier further reserves the right to refuse to transport a Guest and/or remove a Guest from any property, facility and/or vessel operated by Carrier if the Guest refuses to comply with any law, government order or regulation, possesses illegal drugs, possesses weapons of any kind, exhibits inappropriate behavior in the sole discretion of Carrier, appears on any sex offender list, fails to comply with Carrier's Guest Ticket Contract, and/or fails to abide by any of Carrier's policies, including but not limited to the Ship's rules and/or Carrier's Code of Conduct. Any Guest who is refused passage or otherwise denied any advertised benefit or service under this paragraph shall not be entitled to receive any compensation whatsoever, except as otherwise provided herein or as required by law, and shall become liable for any resulting expenses incurred by Norwegian. Guest acknowledges that it is Norwegian's policy that all Guests must be at the designated point of pre-embarkation procedures at the designated time noted on their cruise documents for the port of embarkation as well as two (2) hours before departure at all ports of call and agrees that it is the Guest's responsibility not to miss such final deadline. Any Guest who fails to arrive at the designated pre- embarkation point at the time set forth in their cruise documents is at risk of being left at the port of embarkation or port of call. In such event, Norwegian shall have the right without notice to depart without the Guest and Guest shall be fully responsible to pay for or indemnify Norwegian from all expenses incurred to rejoin the vessel at the next port or for his/her own return passage, including, but not limited to, government fees or fines, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees. In such event, Guest shall not be entitled to a refund and shall be deemed to have breached this ticket contract. Further, in such event, the entire fare shall be deemed fully earned by Norwegian and no portion thereof shall be recoverable by Guest.
- (c) **Changes to Policies:** Norwegian reserves the right to revise or amend its' policies and procedures as required or recommended by governmental agencies and health authorities in the US and other jurisdictions where the Vessel calls.

36. Vessel and Voyage:

- (a) **Risk of Travel:** The Guest acknowledges that travel by ocean-going vessel occasionally presents risks and circumstances that may be beyond the ability of Norwegian to reasonably control or mitigate. Except as

otherwise expressly provided herein, the Guest therefore assumes the risk of and releases Norwegian from any injury, loss, or damage whatsoever arising from, caused by, or in the judgment of Norwegian or Master rendered necessary or advisable by reason of: any act of God or public enemies; force majeure; arrest; restraints of governments or their departments (including but not limited to orders by government agencies restricting travel due to declared pandemics, public health emergencies or outbreak of communicable disease (including but not limited to COVID-19 or any other communicable disease and/or illness), quarantines, national or regional emergencies); piracy; war; revolution; extortion; terrorist actions or threats; hijacking; bombing; threatened or actual rebellion, insurrection or civil strife; fire, explosion, collision, stranding or grounding; weather conditions; docking or anchoring difficulty; congestion; perils of the sea, rivers, canals, locks or other waters; perils of navigation of any kind; lack of water or passageway in canals; theft; accident to or from machinery, boilers, or latent defects (even though existing at embarkation or commencement of voyages); barratry; desertion or revolt of the crew; seizure of ship by legal process; strike, lockout or labor disturbance (regardless whether such strike, lockout or labor disturbance results from a dispute between Norwegian and its employees or any other parties); or from losses of any kind beyond Norwegian's reasonable control. Under any such circumstances the voyage may be altered, shortened, lengthened, or cancelled in whole or part without liability to Norwegian for a refund or otherwise, except as otherwise required by law.

- (b) **Substitute Vessel:** If the vessel does not sail on or about the advertised or scheduled date for any reason, including fault of Norwegian, the Guest agrees that Norwegian shall be entitled to substitute any other vessel or means of transportation, regardless of whether owned or operated by Norwegian, and to re-berth Guests thereon or, at Norwegian's option, to refund the fare paid or a pro rata portion thereof, without further liability for damages or losses of any kind whatsoever.
- (c) **Compliance with Government Orders:** Norwegian shall have the absolute right, without liability for compensation to the Guest of any kind, to comply with governmental orders, recommendations or directions, including but not limited to those pertaining to health, security, immigration, customs or safety. In the case of quarantine, the Guest agrees to bear all risks, losses and expenses caused thereby and will be charged for maintenance, payable day-by-day, if maintained on board the vessel for such period of quarantine. The Guest assumes all risks and losses occasioned by delay or detention howsoever arising. Costs connected with embarkation or debarkation of Guests and/or baggage and costs of transfer between vessel and shore as a result of the circumstances enumerated in this paragraph must be borne by the Guest, except as otherwise required by law.
- (d) **Mechanical Failures of the Vessel:** In the event of cancellation of voyage due to mechanical failures of the vessel, the Guest will be entitled to a full refund of the cruise fare, or a partial refund for voyages that are terminated early due to those failures. In the event a voyage is terminated early due to mechanical failure of the vessel, the Guest is also entitled to transportation to the vessel's scheduled port of disembarkation or the Guest's home city, at Norwegian's discretion and expense, as well as lodging at the unscheduled port of disembarkation, if required, at Norwegian's expense.

37. Use of Guest Likeness

The Guest consents to Norwegian's use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. The Guest's consent extends to minors and other persons in the care and charge of the Guest. Guest further agrees that any type of photograph or recording, in any audio or video format, of the Guest, other guests, crewmembers, independent contractors, concessionaires, guest entertainers or any other third party onboard any of Norwegian's vessels or depicting said vessels, their design, equipment or any other feature or part of said vessels, shall not be used by Guest for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of Norwegian. Norwegian is permitted to take any and all reasonable measures to protect Norwegian and enforce this provision. The Guest understands and agrees that onboard photographers may photograph Guest and minors and other persons in the care and charge of the

Guest, and that those photographs may be processed, displayed and sold to Guests and others. For additional information regarding Norwegian's use of Guest's likeness, including use of facial recognition technology, please refer to Section 30 above.

38. Severability

Except as provided in Section 28(c) above, should any provision of this Consumer Contract be deemed invalid for any reason, the Guest agrees that said provision is deemed to be severed from this Consumer Contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

39. Entire Agreement

The Guest agrees that, except as expressly provided herein, this Consumer Contract constitutes the entire agreement between the Guest and Norwegian, and shall supersede and exclude any prior representations that may have been made in relation to the cruise to the Guest or anyone representing him/her by anyone, including but not limited to anything stated in Norwegian's brochures, advertisements, and other promotional materials, by Norwegian Cruise Line or by third persons such as travel agents. In the event of a direct conflict between a provision of this Guest Ticket Contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking, the PBOR controls.

40. Venue and Governing Law

The Customer Contract shall be construed under the laws of New South Wales, Australia, and any and all disputes or matters whatsoever incident to, arising from, or connected with the Customer Contract or your cruise shall be governed by the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdictions of the courts of that state in the event of any dispute or claim between you and Norwegian.

41. Applicable Law & Forum and Limitations on Actions

The Customer Contract, including these ANZ Terms and Conditions, shall be construed under the laws of New South Wales, Australia, and any and all disputes or matters whatsoever incident to, arising from, or connected with the Customer Contract or your cruise shall be governed by the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdictions of the courts of that state in the event of any dispute or claim between you and Norwegian. A copy of the terms and conditions that apply to the Guest Cruise Ticket are available upon request or can be reviewed at www.ncl.com.

42. Travel Sanctions, Regulations and Restrictions

Guest, including all Guests named on the reservation(s), agrees to comply with Carrier's policies concerning any and all applicable United States Department of the Treasury through the Office of Foreign Assets Control ("OFAC") regulations which can be found at <https://www.ncl.com/freestyle-cruise/cruise-travel-documents#travel-sanctions-regulations>. Guest agrees that to the extent Guest violates such policies or is subject to OFAC sanctions, Guest will be refused passage and Guest, along with any other guests included in Guest's reservation(s), will not be entitled to a refund of any amounts paid to Carrier.

43. Personal Data and Privacy

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

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

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

44. Reading Down

If any of the terms and conditions of this Guest Ticket Contract, or otherwise included in the Customer Contract, is invalid, illegal or unenforceable, it will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable. If that is not possible, the invalid, illegal or unenforceable term or condition will be severed from the Customer Contract and the other conditions will remain valid.

LAND PACKAGES Terms and Conditions

NCL (Bahamas) Ltd. d/b/a Norwegian Cruise Line (hereinafter referred to as "Norwegian Cruise Line") grants the Guest/purchaser ("Guest" or "Purchaser") of this Land Package Voucher ("Voucher") participation in this Ground Package Program. Purchaser hereby agrees by acceptance of this Voucher and the services provided thereby, both on his/her behalf, and on behalf of any other person, including minors, for whom this Voucher is accepted, to all terms and conditions set forth herein.

Responsibility:

Purchaser acknowledges that Norwegian Cruise Line does not own, control, maintain or supervise any airlines, air Norwegians, motorcoaches, taxis, ground Norwegians, hotels, restaurants, tour operators, sightseeing tours, or other transportation, facilities products, activities or services provided pursuant to this Voucher, nor their providers or employees. Purchaser acknowledges and agrees that each such provider is an independent contractor who is not and shall not be deemed an agent of Norwegian Cruise Line and that Norwegian Cruise Line makes no warranty or other representation regarding the suitability or safety of such providers or their conveyances, activities, facilities, products or services.

In arranging for the transportation of passengers, excursions, hotels, accommodations, food, lodging or any other activities, facilities, products or services provided in connection with this Voucher, Norwegian Cruise Line does so only as a convenience to the Purchaser and Purchaser hereby acknowledges and agrees that Norwegian Cruise Line shall not be liable or responsible for any loss, damage, injury, death or any other claim whatsoever arising out of any acts or omissions of any such provider or during any activities described in this voucher, including but not limited to delay or inconvenience caused by late air, car or motorcoach arrivals, nor for any loss or damage to baggage or other property of the Purchaser. All personal property and personal effects shall be at "owner's risk" at all times and Norwegian shall not be responsible for any such property or personal effects. Purchasers are cautioned against the risk of leaving personal articles in their hotel rooms or on conveyances. Norwegian Cruise Line does not assume any responsibility or liability whatsoever for any items or personal effects lost or damaged during any activity to which this Voucher applies.

In addition to the rights, defenses, immunities and limitations set forth in its Guest Ticket Contract, and when not inconsistent with such Contract, Norwegian Cruise Line shall receive the benefit of all disclaimers and limitations of liability applicable to or issued by airlines, air Norwegians, motorcoaches, taxis, ground Norwegians, hotels, restaurants, tour operators or any other parties providing services pursuant to this Voucher.

1. Price: Prices for this Ground Package Program do not include food, beverages or other incidental items, fees and taxes not specified herein or in documents provided to Purchaser. Prices are quoted in \$AUD or \$NZD and will be confirmed at time of booking. These fares are converted from U.S. Dollars and applicable exchange rates can change at any time prior to booking confirmation. Prices are subject to change without notice.

2. Cancellations: In the event of strikes, lockouts, civil disturbances, weather or any other reason beyond its control, or in the interests of the safety and/or comfort of Purchaser or others, Norwegian Cruise Line may, at its sole discretion, cancel any services provided hereunder and may, but is not obligated to, offer substitute hotels or services and shall not be liable for any loss whatsoever to Purchaser by reason of such cancellation or substitution.

3. Severability: Should any provisions of these terms and conditions of this Voucher Contract be contrary to or invalid by virtue of the law of any jurisdiction, the remaining provisions herein shall remain in full force and effect.

4. Enforceability: Purchaser acknowledges and agrees that the terms and conditions contained herein are contractual and binding and not a mere recital and by acceptance of this Voucher Purchaser agrees to its terms.

5. Entire Agreement: Except as otherwise provided for in the Guest Ticket Contract between Norwegian Cruise Line and the Purchaser for Purchaser's cruise aboard Norwegian Cruise Line's ship, the terms and conditions contained herein and in the Guest Ticket Contract shall be the entire agreement between Norwegian Cruise Line and Purchaser and shall supersede all representations or conditions contained in Norwegian Cruise Line's advertisements, notices, brochures, or other literature, or by Norwegian Cruise Line or NCL America employees and all promises and agreements made or claimed to have been made with Purchaser or any party representing Purchaser. In the event of any inconsistency between this Voucher and the Guest Ticket Contract, the latter shall control.

6. Applicable Law & Forum and Limitations on Actions: The Customer Contract, including these ANZ Terms and Conditions, shall be construed under the laws of New South Wales, Australia, and any and all disputes or matters whatsoever incident to, arising from, or connected with the Customer Contract or your cruise shall be governed by the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdictions of the courts of that state in the event of any dispute or claim between you and Norwegian. A copy of the terms and conditions that apply to the Guest Cruise Ticket are available upon request or can be reviewed at www.ncl.com.