

## TERMS & CONDITIONS - NCL (Bahamas) Ltd, Wiesbaden

These Terms & Conditions should be read carefully. They prescribe the basis on which any NCL (Bahamas) Ltd. booking may be accepted and constitute the Contract of Carriage.

### 1 TRAVEL CONFIRMATION

The travel confirmation of NCL (Bahamas) Ltd., trading as Norwegian Cruise Line (hereafter Norwegian), is the acceptance of your booking request. Accepting the booking request results in a travel contract between yourself as well as all other participants who are mentioned on the confirmation and Norwegian. The travel confirmation contains the significant details of your booked services. Should the services in the travel confirmation differ from those in the booking request then a new offer is being presented by Norwegian. In this case you have 7 days in which to accept the new offer. During this period the offer remains legally binding for Norwegian. Should you accept the new offer in writing within 7 days then the travel contract will be completed on this basis.

### 2 PAYMENT

2.1 Please observe the dates of payment on Norwegian's confirmation/invoice. A delayed payment may result in the cancellation of your holiday.

2.2 A security note is included within the confirmation/invoice which shows that Norwegian is insured against the risk of insolvency with Reise Garant GmbH. This security note certifies the right to claim directly from the insurer in case of insolvency or bankruptcy of Norwegian.

2.3 Upon delivery of the security note, the following deposit immediately becomes payable per person.

#### 1- or 2-night cruise

30 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person;

30 % for children up to 17 years of age, infants pay no deposit.

#### 3-night cruise and longer

10 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person;

10 % for children up to 17 years of age, infants pay no deposit.

2.4 Full payment must be credited on mentioned Norwegian account no later than 30 days before the date of travel without further prompting by Norwegian. If a reservation is made within 30 days of the commencement of the holiday, full payment will be immediately due after receipt of the confirmation, provided the security note has been delivered. Delivery by Norwegian of the complete and specified travel documents is concurrent with payment in full.

2.5 For Garden Villas (category S1) and upper suite staterooms (categories S2–S6, S9, SA and SB) different payment conditions apply. Booking options will be held for 24 hours, with the following deposit being payable per person:

#### 1- or 2-night cruise

S1, S2–S6, S9, SA, SB full travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants.

#### 3-night cruise and longer

S1 20 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

S2–S6, S9, SA, SB 20 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants.

Bookings made later than 90 days prior to sailing: full payment is due.

2.6 The following specific payment conditions apply to Specials:

20 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person and children, infants pay no deposit.

For details of booking options and deposits, please contact your travel agent or the Norwegian reservations team, or visit [www.ncl.eu](http://www.ncl.eu). Specials and the respective conditions are only valid for new bookings, deposit non refundable.

### 3 TRAVEL DOCUMENTS

Travel documents will be delivered once payment is complete. If the balance due is not transferred to Norwegian's account before the date of travel (payments to the travel agency you booked with have the effect of discharging the debt) the passenger will not be authorized to travel, instead Norwegian may charge a cancellation fee as compensation according to point 6.1. You are free to prove that no costs or considerably lower costs were incurred. Norwegian shall not accept a passenger if the balance payment has not been made before the date of travel, even if the security note has been delivered. Travel documents are made available in form of e-docs. For specially requested paper tickets a service and postage fee of EUR 20 per person will incur.

### 4 SERVICES AND PRICES

The scope of contractual services to be offered to the passenger corresponds to the description in the brochure and in the information and price insert as well as the stipulated details in the travel confirmation. The same applies to the travel costs to be paid by the passenger. All price information displayed in the brochure and in the information and price insert is based on valid rates at time of printing (June 2011) depending on cabin category and travel date. For the available price of your desired stateroom category and travel date at the time of your booking please contact your travel agency or the Norwegian reservations team. All declarations stated in the booking confirmation are binding for Norwegian. Alterations and subsidiary (alterations, special requests, additions) agreements to the contractual services require specific, written confirmation by Norwegian.

### 5 SERVICE & FARE CHANGES

#### 5.1 Service Changes

##### 5.1.1 Service Changes before conclusion of contract

The brochure details are binding for Norwegian, in so far as they form the basis of the travel contract. However, Norwegian reserves the right, for justifiable reasons, to make changes to the brochure details or the holiday advertisement prior to the agreement being concluded. Norwegian would, inform the passenger of these changes prior to booking. In the case of cancellation of a scheduled flight by the airline or, for example, in a case of non-compliance with the flight schedule of the airline, a change of airline, aircraft or of the arrival and departure airport may be necessary. Norwegian reserves the right to make such changes and alterations. According to the EU regulation on informing air transport guests of the identity of the operating air carrier, Norwegian is bound to inform the customer about the identity of the operating air carrier and all performances of services within the booked holiday immediately at time of booking. Alterations to the cruise itineraries are possible, e.g. due to



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official regulations, particular shipping conditions, medical emergencies, or when, due to adverse weather conditions or in the interest of the safety of the guests, the captain decides to alter the route. The captain makes the decisions on necessary itinerary changes and/or travel times.

### 5.1.2 Service Changes after conclusion of contract

Individual service changes and deviations from the contractual contents of the travel contract, which become necessary after conclusion of contract and which were brought about contrary to good faith on behalf of Norwegian are permitted so far as the changes and deviations are not considerable and do not impair the overall form of the holiday. Norwegian is obliged to inform passengers of possible changes. The changed services replace the original contractual obligation. Eventual warranty claims will remain unaffected if the service replacement is inadequate. Should such service changes make the overall form of the cruise holiday unacceptable to the passenger, Norwegian offers the passenger the right to either change the booking or withdraw from the contract free of charge. Passengers also have the right to request an equivalent alternative Norwegian cruise holiday, provided Norwegian is able to offer such a cruise holiday without additional expenses. Passengers must assert their rights arising from contract changes or cancellations in writing and immediately following Norwegian's declaration of the changes.

### 5.2 Fare Changes

#### 5.2.1 Fare changes before conclusion of the contract

The fares listed in the information and price insert are valid at the time of printing (June 2011). They are binding for Norwegian. Norwegian can declare alterations of the travel fares different from the brochure prior to conclusion of the contract. A price adjustment is permissible especially for the following reasons:

1. An increase in the costs of transportation, charges for specific services such as harbour dues or airport taxes, or a change in the exchange rates affecting the holidays in question after publication of the brochures;
2. If, after the publication of the Norwegian brochure, the Norwegian cruise and/or travel package and/or hotel programme advertised in the relevant Norwegian brochure and which you wish to book is only available upon the purchase of additional places.

Thus, Norwegian expressly reserves the right for price adjustments for these reasons.

#### 5.2.2 Fare changes following conclusion of the contract

Under certain lawful circumstances, Norwegian reserves the right to pass on any increases in the costs of transportation, taxes, accommodation and exchange rates, provided passenger's date of travel is more than four months after completion of contract. This is applicable exclusively for fare changes where cost factors were subject to unforeseeable changes after the conclusion of the contract. Significant and unpredictable reasons for a price increase: examples include, but are not limited to, the increase in public dues, the increase in value-added tax, changes in the world oil prices, changes in airport tax or harbour dues, or, in particular cases, a more than 20 % increase in the EURO vs. US-Dollar exchange rate. To the same extent an adjustment of the agreed travel fare is permitted should there be a change in the official guest tariffs. As proof of the legitimacy of a price change Norwegian will provide the passenger certification of each cost and rate increase. In case of alterations of prices or services, Norwegian will contact you immediately but no later than 21 days prior to the scheduled sailing date. Increases after that date are not allowed. In the instance of any increase in price equivalent to 5 % or more of the original travel fare, Norwegian offers guests the right to either withdraw from the contract free of charge or to request the participation in an alternative cruise, provided NCL is able to offer such travel out of its cruise programme without additional expenses. Passengers have to assert their rights against Norwegian immediately after Norwegian has informed the passenger about price alterations.

## 6 CANCELLATION, BOOKING CHANGES, REPLACEMENTS, NAME CHANGES AND PROCESSING FEES

### 6.1 Cancellation by the passenger

Passengers can cancel their contract at any time before the date of travel. As means of proof, cancellations should be made in writing. The cancellation notice is effective upon the date of receipt by Norwegian or by your travel agent. Should the passenger cancel their booking or not commence the holiday, Norwegian reserves the right to levy charges for made travel provisions and expenses incurred. When calculating the cancellation, Norwegian takes into account the services saved and the possible other use of the services. Norwegian may claim cancellation fees expressed as a percentage of the travel fare according to the amount of notice given between cancellation date and departure date, as listed below. Passengers are free to prove to Norwegian that Norwegian has suffered no loss or a considerably slighter loss than what they are claiming for.

#### 6.1.1 Cancellation fees per person:

##### 1- or 2-night cruise

Up to 22 days before departure: 30 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

21–15 days before departure: 50 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

14–8 days before departure: 75 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

7 days and less before departure: 90 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants.

##### 3-night cruise and longer

Up to 60 days before departure: 10 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person and children up to 17 years of age, infants pay no cancellation fees;

59–30 days before departure: 20 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

29–22 days before departure: 30 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

21–15 days before departure: 50 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

14–8 days before departure: 75 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

7 days and less before departure: 90 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants.

#### 6.1.2 For Garden Villas (category S1) and upper suite cabins (categories S2–S6, S9, SA and SB) different cancellation fees per person apply:

##### 1- or 2-night cruise

Up to 90 days before departure: 30 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

89–60 days before departure: 50 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

59–30 days before departure: 75 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

29 days until day of departure: 95 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants.

##### 3-night cruise and longer

Up to 60 days before departure: 20 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

59–30 days before departure: 30 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

29–22 days before departure: 40 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

21–15 days before departure: 60 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

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14–8 days before departure: 75 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;  
7 days and less before departure: 90 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants.

6.1.3 The following specific cancellation fees apply to Specials:

Up to 60 days before departure: 20 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

59–30 days before departure: 30 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

29–22 days before departure: 40 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

21–15 days before departure: 60 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

14–8 days before departure: 75 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants;

7 days and less before departure: 90 % of the travel fare for 1<sup>st</sup> to 8<sup>th</sup> person, children and infants.

Specials and the respective conditions are only valid for new bookings, the deposit will not be refunded in case of cancellation.

Special conditions for Fly and Cruise packages with departure airport outside of Germany and Austria: in addition to the above stated cancellation conditions, a cancellation fee of EUR 250 per person will be charged.

#### 6.2 Booking Changes

Passenger's booking can be changed upon request and subject to availability (rebooking). This can be done until 60 days before the date of travel. Norwegian charges the sum of EUR 50 rebooking fee per person. Should the passenger wish to make a rebooking less than 60 days before the date of travel, then booking changes can only be made, if at all possible, by cancelling the travel contract under the conditions stated in 6.1 and rebooking. Any form of alteration made to the date of travel, destination or place of departure, the hotel package, the cabin or mode of transport is considered as a change. When rebooking cabins of the "Garden Villa" category (category S1) or upper suite cabins (category S2-S6, S9, SA and SB) different rebooking fees per person apply analogous to the cancellation fees set out under 6.1.2.

#### 6.3 Replacements

Up to the date of travel, i.e. taking into consideration a reasonable amount of time for organizational matters, passenger may demand that a third party takes over all rights and liabilities of passenger's travel contract. Norwegian reserves the right to decline the third party should he/she not meet the travel requirements or should there be legal restrictions or an official directive against his/her participation. Should a third party enter the contract then he/she and you are liable as codebtors for the travel fare and the additional costs caused by the third party entering, e.g. air line charges for scheduled flights.

#### 6.4 Name Changes

At the time of booking all guests names need to be submitted to Norwegian. Names need to be congruent with the valid guest passports. Norwegian reserves the right to pass on a service fee of EUR 50 per person for name changes after receipt of booking confirmation through Norwegian. Name changes for scheduled flight bookings are only possible in exceptional circumstances and on request; once the flight tickets have been issued, Norwegian will charge a fee of EUR 250 per person for name changes. Depending on the availability of seats, additional surcharges may incur.

6.5 Service fees and charges for cancellations, booking changes and name changes are payable immediately.

### 7 CANCELLATION IN EXTREME CIRCUMSTANCES

#### 7.1 Cancellation prior to the date of travel

Should travel be largely hindered, endangered or affected due to a force majeure event (e.g. through war, domestic turbulence, natural disasters, epidemic outbreaks, government authority measures, e.g. accommodation or transport embargos, ship loss or other similar incidents) which were not predictable at the time of conclusion of the contract, then both the guest and Norwegian may cancel the contract. Norwegian will refund the travel costs immediately. However, Norwegian reserves the right to charge a reasonable reimbursement for travel services already provided or still to be provided.

#### 7.2 Cancellation after date of travel

Should the cancellation be made after the date of travel, Norwegian is obliged to take the necessary action, if possible, for return transportation. The charges for the return transport will be shared by both parties. Other additional costs will be charged to you as the traveller.

### 8 LIMITATION OF LIABILITY

8.1 Norwegian's contractual liability is limited to three times the travel fare for damages which are not personal injuries (also liability for the violation of precontractual liabilities and duties arising out of the main contract or any additional contract), as far as the damage was not caused by intention or gross negligence, or as far as Norwegian is liable for the damage being solely caused by default of a service provider. The limitation of liability for damage to property amounts to EUR 4.100. If the travel fare exceeds EUR 1.364 then the liability is limited to three times the travel fare (Amendment to the German Law of the Sea as appendix to Section 664 of the German Commercial Code).

8.2 Damage claims against Norwegian can be restricted or ruled out according to the statutory regulations of international agreements (e.g. Montreal Convention) applying to the service performance of service providers, whereby damage claims against service providers may only be made or ruled out under certain provisions and with certain limitations. Thus Norwegian may claim e.g. that the service providers are not liable for flight, train, and bus or ship delays so that Norwegian too does not have to answer for the missed connections.

8.3 Norwegian is not liable for the accuracy of information printed in hotel and local brochures. Norwegian can neither influence their origin nor control their accuracy. Likewise, Norwegian is not liable for changes in political circumstances or entry regulations, making an entry to the country or destination difficult or impossible, provided these occur after the printing date of the brochure. In the event that changes are necessary, we will always try to advise you in advance, but this cannot be guaranteed.

8.4 Loss or damage to baggage: Loss or damage to baggage during embarkation or debarkation must be reported. You are obliged to notify Norwegian or an official agent thereof in writing. Should cabin baggage be noticeably damaged externally then you must submit written notice forthwith; at the latest by the time of debarkation. Should other baggage, which has been handled or stored by the crew, be noticeably damaged externally then the passenger must report this upon receipt of passenger's baggage. If the damage is not noticeable externally then the notice must be submitted no later than 15 days after debarkation, receipt of baggage, or date of foreseen receipt of baggage. In the case of loss or damage of flight baggage please contact the air carrier or its representative at the airport immediately upon ascertainment of damage. Guests' own carrying, storing and handling of baggage on board will always be at guests' own risk. Any damage to cabin baggage is limited to the maximum amount guaranteed of EUR 2.045 per customer and voyage, insofar as the damage was not caused by intention or gross negligence, or insofar as Norwegian is liable for the damage being solely caused by default of a service provider.



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### 9 TRAVEL INSURANCES

Travel insurances are not part of the travel contract and are not included in the travel fare. Norwegian recommends the conclusion of a travel cancellation and of a travel interruption insurance. The insurance company Norwegian cooperates with, Europäische Reiseversicherung AG, Rosenheimer Str. 116, 81669 Munich, may propose different travel insurance packages to you. At your request, Norwegian may negotiate the conclusion of the said insurances via the Norwegian reservations department or your travel agency. In case a travel insurance is taken out through Norwegian's negotiation, the respective contractual relationship is established exclusively between you and the insurance company. The insurance contract will come into force only upon payment of the full insurance premium, payable with the down payment for the travel fare. In the instance that the passenger purchased travel insurance through Norwegian's negotiation, the passenger will receive the insurance certificate together with their travel confirmation. The passenger is solely responsible for complying with any duty arising out of the travel insurance contract and for asserting any right out of the travel insurance contract towards the travel insurance company.

### 10 SHORE EXCURSION PROGRAMME

Norwegian has compiled an extensive shore excursion programme for passengers, which is available exclusively from local event organizers at the relevant destinations (ports). Norwegian has no involvement in any of the shore excursion programme which is not managed or supervised or controlled by Norwegian in any way. The shore excursion programme is provided by local operators who are independent of Norwegian. Shore excursion operators schedule their tours to match the docking times of the ship. Shore Excursions can be reserved either before the commencement of the holiday via passenger's travel agency, the Norwegian reservations department or the internet, or on board the ship at the Shore Excursion Desk. As the number of participants admitted to particular excursions is limited, it is recommended that passengers book the excursions they are interested in prior to their departure. Please note that the realization of certain shore excursions depends on a minimum number of participants. The minimum number of participants required is mentioned in the shore excursion programme. Please inform yourself on board whether your shore excursion reached the minimum number of participants and will take place. Payment of the excursions is made on through your onboard account. Norwegian expressly points out that all shore excursions (including sporting events, theatre visits, exhibitions, sightseeing tours, guided tours etc.), whether in English, German or Spanish are optional. Norwegian is not liable for the services or actions of local event organizers and impairments of performance during realization of their programmes. Norwegian acts as an agent for these third-party services purely as a service for your convenience.

### 11 LANGUAGE ON BOARD/GUEST SERVICE

Please note that the official language on board is English, and that all announcements and safety measures (emergency drills) will therefore be carried out in English. A basic knowledge of the English language is therefore necessary. A more advanced knowledge of English is to be recommended.

Norwegian makes every effort to have a multi-lingual international hostess on all ships. This guest service is intended to help passengers overcome any language barriers and assist passengers with any language-related problems a passenger may have. The international hostesses do not take on the function of tour guide. In other words, they do not look after the organizational aspects of your holiday, nor do they act as a personal travel representative. If Norwegian is unable to provide this language service on a particular cruise, please understand that this does not constitute grounds for complaint.

### 12 WARRANTY

#### 12.1 Remedy

Should the passenger, contrary to expectation, have reasons for complaint the passenger can seek remedy. According to the law of warranty and the right of notice, the passenger is obliged to report the deficiency forthwith on-site to the ship's reception or an international hostess and then present Norwegian with a time limit to provide a remedy, unless remedy is impossible or is refused by Norwegian. Norwegian can offer remedy by providing an equivalent replacement service as long as this is reasonable. Should Norwegian offer the passenger a reasonable remedy then the passenger is obliged to accept it. Should the passenger refuse a reasonable offer, the passenger is no longer entitled to make warranty claims for inconveniences. Alternatively address your remedy claims directly to:

**NCL (Bahamas) Ltd., Wiesbaden Office**  
**Continental Europe Branch**  
**Kreuzberger Ring 68**  
**65205 Wiesbaden, Germany**  
**Tel.: +49 611 36 07 0**

If Norwegian, contrary to obligation, does not succeed in providing a remedy within a given fair time limit then you may seek your own remedy. Hostesses or responsible travel staff are not authorized to recognize any claims, they may only confirm the registration of your complaints. Should you not fulfil this duty to cooperate by actual fault, then you will not be entitled to make a claim.

#### 12.2 Price Reduction

In the unlikely event that a defect according to § 651c clause I BGB arises during the journey which could not be remedied, then you may ask for a price reduction. This is, however, on condition that the passenger has not defaulted on reporting this defect. In addition, according to §§ 651e, f BGB you may cancel the holiday completely or you may claim damages for non-performance.

#### 12.3 Claims and Time Limits

Notice of any claim must be made to Norwegian within a month following the travel termination as per contract. Norwegian recommends the passenger to make the claim in writing. Limitation of Claim: All travel claims (§§ 651c-f BGB) submitted to Norwegian expire after one year. Thereof are excluded contractual damage claims due to death, personal injury or damage to baggage or caused to someone's health. These are limited to 2 years. The limitation begins with the travel termination date as per contract (§ 651g clause II article 2 BGB). Damage claims for unlawful acts are limited to three years provided they are not subject to the German Commercial Code (HGB), Shipping Law. The said damage claims based on death, personal injury or damage to baggage, raised according to Shipping Law, are limited to 2 years.

12.4 Should you not make use of a service due to early return or for other urgent reasons, then Norwegian will try for reimbursement of these services from the service providers, unless the services are irrelevant or reimbursement is opposed by legal or official regulations. Your right to cancel due to default will remain unaffected.

### 13 PASSPORT, VISA, CUSTOMS, CURRENCY AND HEALTH REQUIREMENTS



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Norwegian is responsible for making sure that citizens of those countries where the tour is offered are informed of passport, visa and health requirements and possible changes thereof prior to starting the journey. Norwegian may delegate this instruction to the travel agent. Citizens of other countries, should check passport, visa and any other entry requirements with the passenger's own country's embassy. In doing so, Norwegian assumes that there are no peculiarities in the passenger itself and potential fellow travellers (e.g. dual citizenship, statelessness). EU citizens have to carry along a machine-readable passport, which must be valid for a minimum of six months beyond their return. This also applies to children and as well to holidays within Europe. ENTRY DOCUMENTS REQUIRED FOR CHILDREN: Children in possession of a machine-readable child's passport are entitled to enter the USA without visa, PROVIDED THAT the machine-readable child's passport has been issued or extended before October 26, 2006. Any machine-readable child's passport issued on or after October 26, 2006 does not entitle the respective holder to enter or transit the US without visa; in this case, a normal machine-readable ePass or a visa valid for the US has to be applied for the respective child. Any person under the age of 18 who is not accompanied by a parent authorized to represent him/her must have an officially certified declaration of consent of his/her legal guardian. On cruises that include a Canadian port, any person under the age of 18 who is accompanied by one parent only must have a written declaration of consent of the other parent.

Please keep in mind that the regulations governing entry may change at any time and at short notice. Passengers will find the entry regulations applying to the date of passenger's departure on the website of the Foreign Office/the Ministry of Foreign Affairs/the EDA or of the respective embassy. Our website informs you on a daily basis and your travel agency will also inform you of the respective valid provisions. We therefore ask you to check the situation for any change shortly before your departure, as obtainment and availability of the required travel documents, any required vaccination and compliance with the customs and exchange regulations is incumbent on the passenger. Any disadvantage arising out of non-compliance with the said regulations such as payment of any cancellation fees shall be borne by the passenger. It is important that the passenger familiarize themselves with the applicable customs and immigration regulations, which are listed in the "Questions & Answers" section of our current information and price insert.

US law and health regulations apply on board of the Norwegian ships. Please note that due to the increased level of security, the "Online Check-In", i.e. the mandatory guest registration with a passenger's passport data must be provided to Norwegian, even if the passenger is not actually entering the United States. Failure to provide the requested passport data will prevent the passenger from boarding the ship. Guests should visit [www.ncl.eu](http://www.ncl.eu), complete the Online Check-In form and submit the relevant information online to Norwegian at least 4 days prior to sailing. For Online Check-In forms that are not completed online, Norwegian charges a service fee of EUR 10 per person. For any further questions, please contact your travel agent.

### 14 RESTRICTIONS AND EXCLUSIONS OF CONVEYANCE

14.1 Passengers under 21 years of age must be accompanied in the same or connecting stateroom by a guest 21 years or older at the time of embarkation, who expressly agrees to be responsible for the guest under 21 years of age at the time of embarkation. Norwegian is not allowed to sell alcohol to guests under 18 years. Guests aged 18 to 20 years have to carry along a written parental approval to be allowed to buy or consume wine and beer on board (except for sailings around Hawaii and Alaska). Guests who are 18 years of age or older are permitted to consume alcoholic beverages when sailing on roundtrip European voyages without having to complete the Young Adult Alcoholic Beverage Waiver Form.

14.2 For safety reasons infants under the age of six months are not allowed on board. However, for voyages that have three or more consecutive days at sea, the infant must be at least 12 months old at time of sailing.

14.3 Norwegian will not accept guests who will have entered their 24<sup>th</sup> week of pregnancy by the time of their travel. A medical certificate establishing due date and fitness to travel must accompany an expectant mother's application for passage. Norwegian will not be responsible or liable for any complications of pregnancy which arise or occur during the cruise.

14.4 Any physical challenge or medical condition that requires special treatment or attention must be reported to Norwegian at the time of booking. For certain conditions we ask for liability forms. Norwegian has the right to refuse or revoke passage to anyone who, in our judgement, is in physical or mental condition unfit for cruise travel or who may require care beyond what Norwegian can provide. All physically impaired guests must be self-sufficient and should travel with a guest who will provide any assistance needed during the cruise or in the event of an emergency. Guests who use a wheelchair must provide their own small, collapsible type. Important information for guests with limited mobility about gangways and the possibility of tendering is provided in the "Questions & Answers" section at [www.ncl.eu](http://www.ncl.eu), by the respective travel agent or our reservations department.

14.5 If, according to the judgement of the ship's captain in consultation with the ship's doctor, a guest is no longer able to travel or if he/she puts at risk his/her health or security, or represents a danger to the health or security of any other person on board, the ship's captain shall be entitled at any time to prevent the respective person from boarding or to order the disembarkation of the respective person in a particular harbour.

14.6 Wearing diapers in the swimming pools or hot tubs is not allowed. People and children dependent on diapers are not allowed in these areas, not even with special swimming diapers.

14.7 If guests contract an infectious virus or bacterial illness while on board, the ship's doctor is permitted to confine them to their cabins for health and safety reasons.

### 15 HEALTH CARE ON BOARD

Each ship of Norwegian is equipped with a "Medical Center" in which a doctor and a nurse will provide you with medical care. In accordance with the US Health Regulations and the International Council of Cruise Lines, each ship of Norwegian is equipped with medical supplies and common medicaments. Treatment on board can be provided, however, only to a limited extent, and consists only in primary care; in the event of any risk, the patient may leave the ship in the next port at his/her own expense. Treatment has to be paid for immediately and cannot be invoiced to your health insurance. You will receive a detailed invoice which you may submit to your health insurance company for reimbursement. The services provided by the ship's doctor are not included in the travel contract and the ship's doctor is not bound by Norwegian's instructions as far as his professional decisions are concerned.

### 16 DATA PROTECTION

During the booking process, passengers provide Norwegian with personal data required by the latter for the execution of the voyage. Norwegian executes your booking order by complying with the valid data protection provisions. Norwegian uses your personal data for the technical administration of its websites and for the execution of your orders, requirements and requests. Only in the event you did previously grant Norwegian your respective consent, Norwegian will use the said data for product-related enquiries and for marketing purposes. Norwegian draws your attention to the fact that Norwegian uses your personal data such as name, address and/or e-mail address in order to provide you from time to time with information on the Norwegian Latitudes Club and with newsletters by e-mail and/or by regular mail. Your data will be used

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for the sending of the said information only if you applied for them through an internet page of Norwegian. You may oppose at any time to the use of your data for the said purposes by canceling the provision of the said information. Any personal data shall be transmitted exclusively to those companies involved in your booking. Norwegian shall not provide any third party with your data without having obtained your express consent or without being legally obliged to do so.

**17 MISCELLANEOUS**

Please keep in mind that you need to have completed check-in on the day of embarkation at the latest two hours ahead of the departure time stated in your cruise documents. It is the guest's responsibility to keep this embarkation time in the port of embarkation. All costs incurred as a result of not boarding the ship on time at the embarkation port shall be borne by the guest.

In all ports of call guests must return to the ship no less than one hour before the scheduled departure time. Please consider that shipboard and shoreside clocks may have different times, but it is the guest's responsibility to return to the ship on time so as not to miss the ship's departure. Any costs associated with transporting the guest to rejoin the ship including, but not limited to, government fees, visa fees, subsistence, lodging, air fare, car hire or agency fees shall be borne by the guest.

For your information we kindly ask you to read our "Welcome Aboard" booklet, which you will receive with your travel documents, or see the "Questions & Answers" section in the information and price insert, or online on [www.ncl.eu](http://www.ncl.eu). For further questions please contact your travel agent or our reservation office.

**18 PLACE OF JURISDICTION**

Place of jurisdiction for lawsuits against Norwegian will be Wiesbaden, Germany. Solely German law will be applicable regarding the contractual relationship between the passenger and Norwegian. The same applies to the entire legal relationship. As far as German law is not applicable to lawsuits against Norwegian abroad, concerning the tour operator's liability on the merits, solely German law applies particularly for legal consequences with regard to type, extent and the amount of the customers' claims.

Tour Operator:

**NCL (Bahamas) Ltd., Wiesbaden Office**

Continental Europe Branch

Kreuzberger Ring 68

65205 Wiesbaden, Germany

Tel.: +49 611 36 07 0

Domicile of the Branch Office is Wiesbaden (Local Court (Amtsgericht) Wiesbaden HRB 21772)

Legal structure of the foreign company: Exempted Company according to the law of Bermuda

Register of the foreign company: Registered in Bermuda, registration no. 34680

Domicile of the foreign company: Hamilton/Bermuda

Director: Kevin Sheehan

Status: June 2011 (subject to changes and misprints)