



AZAMARA AUSTRALIA TERMS AND CONDITIONS BOOKING CONDITIONS

1. OVERVIEW

The following Booking Conditions together with our General Information and Guest Conduct Policy form the basis of your contract. All bookings are subject to these Booking Conditions. The parties to that contract are yourself and Azamara (the 'Ship Operator'). The Ship Operator shall accept legal responsibility for the proper performance of this contract as set out below. In these booking conditions, 'you', 'your', and 'guest' means all persons named on a booking and 'we', 'us', 'ourselves' and 'Azamara' means Azamara. Your cruise with Azamara is operated by SP Cruises OpCo Limited, a Bermuda company.

You are viewing the Booking Conditions applicable to cruises with Azamara (and any related goods and services booked through Azamara) purchased in Australia only. These Booking Conditions are governed by the laws of the United States and any claims or disputes must be resolved by alternative dispute resolution or under the laws and exclusive jurisdiction of the United States District Court for the Southern District of Florida located in Miami-Dade County, Florida.

Please Note: If you book an Azamara cruise-only holiday in conjunction with other services such as flights, on-shore accommodation and/or ground transfers which are arranged or provided by a travel agent or tour operator ('travel organiser') with whom you book (and not us), your contract for your entire holiday including the cruise and all other such services and arrangements will be with your travel organiser and not with us. The travel organiser's own booking conditions will apply to your contract with your travel organiser. Please ensure you obtain a copy of these from your travel organiser before or at the time of booking to ensure that those terms are acceptable to you. Please note we do not have any liability to you in these circumstances. In any event, if we are found liable to you on any basis, our liability and/or obligations to you or your organiser will be no greater or different to the liability and obligations we have under these booking conditions to consumers who have a contract with us. In any such situation we will be fully entitled to rely on all defences, exclusions and limitations contained in the booking conditions set out below. Please read these conditions carefully. These terms and conditions are to be construed under the laws of the United States and you agree to submit to the exclusive jurisdiction of the court of that state in the event of dispute between you and Azamara.

2. HOW TO BOOK AND TICKETS

How to make a booking

There are three simple ways to book your chosen cruise holiday:

- Contact your travel agent
- Telephone Azamara on 1800 570 552
- Book online at www.Azamara.com/en-au

Your full name as it appears on your passport as well as your date of birth must be given at the time of reservation. By making a booking with us through any of the three methods you will be deemed to have

agreed to our Information, Terms & Conditions copies of which can be obtained online at www.Azamara.com/en-au or hard copy sent to you upon request.

Reservations made direct with Azamara can be transferred to your preferred travel agent within 60 days of booking creation. Transfer requests outside of this time will not be permitted. Transfer requests can be requested once a reservation has been placed by calling 1800 570 552 to obtain the authorisation form.

Confirming Your Booking

Providing your chosen holiday is available and we have received your booking form (where applicable) and all appropriate payments, we will send our Confirmation Invoice to you (if booking direct) or to your travel agent. Please note: it may not be possible to confirm your flight details at this point. If so, these will be confirmed to you at a later date.

A binding contract between us only comes into existence when we send out our Confirmation Invoice. A contract will exist at this point, even if we are unable to confirm your flight details at that time. This invoice will show the balance due on your holiday that still has to be paid and also your flight details (where applicable and/or available).

Please check all details are correct as soon as you receive your Confirmation Invoice, cruise documents, flight tickets and any other documents from your travel agent or us. If any details appear to be incorrect, you must inform your travel agent or our Reservations department if booking direct within 7 days of us sending the document to your travel agent or you for all documents other than flight tickets and e-tickets and within 5 days for flight tickets and e-tickets. Once your airline tickets have been issued, all ticket coupons must be used in sequence as originally booked. Any flight sector not utilised will invalidate the ticket and the rest of the itinerary will automatically be cancelled.

Cruise Tickets

Your electronic cruise documents are emailed directly to you or to your travel agent as early as 50 days prior to your sailing. We no longer issue paper tickets. Your reservation must be finalised and paid in full in order to receive your documentation.

3. PAYING FOR YOUR CRUISE Deposits

We will require a deposit to secure your booking within 7 days of making your booking (or full payment if booking within 150 days of departure). On some cruises the deposit may be required on the day of booking or within 1-7 days of making the booking. After this time if your deposit has not been paid then your booking will be automatically cancelled.

Deposit per person

A deposit of AU\$600 per person is required.

Azamara offers promotional pricing that will incur a non-refundable deposit. Please refer to the terms and conditions of the relevant promotion for further details at the time of booking.

An additional non-refundable deposit of AU\$50 per person must be paid on top of your cruise deposit to secure your flights and airfare for international departures. Some airfares may require full payment at time of booking, which may be non-refundable. If airfare payment is due prior to the cruise payment

schedule, you will be advised at the time of booking. Airline taxes are subject to change until airfares are paid in full.

When using your credit or debit card to pay us directly for your cruise, please be aware all card payments may attract 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. Any promotional Air Offers will incur an additional deposit which may vary per itinerary. For example: 'Fly Free Promotions' deposits will be non-refundable and due at time of cruise deposit. This additional deposit could be up to AU\$2,000 per person. Please contact our office or your travel agent to obtain details of the deposit due at the time of booking. An air processing fee may be applicable to reservations cancelled outside of cruise penalties. This will be advised to you at the time of booking.

Final payment

We must receive the balance of the cruise cost and/or flight costs (after deducting the deposit you have paid) not less than 150 days before departures unless you book 150 days before departure, in which case you must pay the total cruise and/or flight cost at the time of booking. If we have not received all monies due to us in full and on time, you will be deemed to wish to cancel your cruise and cancellation charges as set out below (see clause 31, Cancellations & Refunds) will apply.

All money you pay to a travel agent (whom we have authorised to sell our cruises) for your cruise with us will be held by the travel agent on our behalf until the money is paid to us. If you are unable to complete the online check-in process, this may be due to an outstanding balance on your booking. If you have booked via a travel agent, please speak to your travel agent so that the funds can be transferred to us to complete your online check-in.

4. WHAT'S INCLUDED AND NOT INCLUDED What's included?

All prices shown on our website and quoted in our brochure are per person in Australian Dollars and are based on two people sharing the specified Stateroom grade. Cruise prices include the following where applicable: full onboard accommodation, onboard main meals; selected beer, wines and spirits, coffee, tea and selected bottled water; sodas and self-service laundry, entertainment* onboard ship, gym, some fitness classes*, port shuttle buses when offered; service charges to stateroom attendants, dining and bar staff; port charges and taxes. English butler service for Suite guests only.

* A charge may be made for certain entertainment/leisure facilities or activities. Please see your travel agent or visit www.Azamara.com/en-au for information.

What's not included?

Unless otherwise agreed, the price does not include flights; departure taxes or airport improvement tax; transfers to/from the ship; shore excursions and personal expenses for example, Evian, San Pellegrino and other specialty water, select premium alcoholic beverages, photos, corkage if you have brought onboard your own alcoholic beverage and consume this in one of our Food and Beverage venues, health and beauty treatments, spa service charges, telephone calls, etc.; full laundry and dry-cleaning services; unless otherwise specified, specialty dining venues onboard charge a cover charge of US\$30 per person; hotel meals onshore (unless otherwise stated); transfers by any method if not travelling on the standard

departure date(s); travel insurance; anything else which is not specifically mentioned as being included in the price. Service charges to non-dining and bar wait staff or onshore will be at your discretion.

Fuel Supplements

Currently we have no fuel supplement charge. However, we reserve the right to reinstitute a fuel supplement in the future.

5. PRICING AND 'GUARANTEE' BOOKINGS

Pricing

The prices quoted on our website and quoted in our brochure show the lowest price ('Prices from') available on a specified sailing date. The price will vary by ship, itinerary, sailing date and stateroom grade. Where there is more than one departure date shown for the same cruise itinerary then the prices provided on our website and quoted in our brochure are the minimum prices available for the lowest priced of the multiple departure dates. For current pricing please contact your travel agent or visit our website. From time to time we may offer discounts on cruise fares. These discounts are based on the full fare in the specified category.

Early Booking Benefit (EBB)

The Early Booking Benefit (EBB) of Onboard Credit (OBC) for Land Discoveries is per stateroom and available when booking an Azamara sailing of 6 nights or longer. Offer is only applicable to bookings made at least 12 months defined as 365 days prior to sail date, OBC is per stateroom, in USD, based on double occupancy, and varies by stateroom category (\$300 for Club Interior and Club Oceanview, \$400 for Club Veranda, \$500 for Club Continent or Spa Suites, \$1000 for Club World Owners or Club Ocean Suites). OBC can be used for most onboard purchases excluding Next Cruise bookings, has no cash value, is not redeemable for cash, is not transferable and will expire if not used by 10pm on the last evening of the voyage. If guests cancel and reinstate the booking, apply a fare change, or change the ship or sail date of the booking within the 12-month prior to sail date window, the EBB will be removed from the booking. EBB not available for contracted groups, charter bookings, and certain restricted fares. EBB is subject to change without notice and may be withdrawn at any time.

Downgrading

If your chosen stateroom category is not available at the time of reservation, guests may choose to add a waitlisted category to the reservation at the time of booking. If this stateroom category becomes available prior to the sailing date the guest will have the option to downgrade without penalty. Reservations without waitlists that are downgraded within the cancellation penalty period will be treated as a cancellation and rebook, incurring the applicable cancellation penalties. Downgrades are subject to current prevailing rates and guests should refer to any relevant terms and conditions of promotional offers with our reservation staff prior to downgrading as these may change.

Minimum Occupancy

Staterooms categories that can accommodate between three and sixteen guests will attract a minimum occupancy level and are allocated as a priority to reservations meeting the maximum occupancy level. We reserve the right to move guests falling below the maximum stateroom occupancy to any other stateroom of equal grade or higher.

'Guarantee' (GTY) Bookings

From time to time, we may offer you the option of making what we call a 'Guarantee' (GTY) booking. This means you may book a stateroom of a guaranteed category type (Club Interior, Club Oceanview, Club Balcony or Club Suite) on your chosen ship and cruise. However, the exact grade, number and location of the stateroom on the ship will be allocated by us (at our discretion) and at any time up until checking in at the Port. Once your GTY stateroom has been allocated to you, we are unable to accept any changes requested by you. Guests booked in GTY cabins may not be berthed with other travelling parties due to availability. Staterooms allocated may be subject to obstructed views. The benefits to you of a GTY stateroom are that after your booking has been confirmed, we may (at our discretion) upgrade your stateroom to one of a superior category to that originally booked at no extra charge to you. In any event, you are 'guaranteed' the minimum category of stateroom we agree to offer at the time of booking. At times, we may offer promotional GTY offers. These offers may not be combinable with any other promotion and may require a non-refundable deposit. Please check the offer concerned with your travel agent or our Reservations Centre for details.

Such promotional GTY categories are defined as follows:

- W - Club Suite
- XP – Club Veranda Plus stateroom
- X - Club Balcony stateroom
- Y - Club Oceanview stateroom
- Z - Club Interior stateroom

Guests who require an accessible stateroom and wish to take advantage of a promotional 'Guarantee' (GTY) offer may do so (subject to availability) by contacting our call centre to select the preferred ship, sailing date and promotional GTY category. The closest available accessible stateroom within that class category will be assigned.

Please note: If you book 2 or more cruises to be taken consecutively (back to back) and either one or all cruises are booked under a GTY basis, you may be allocated different staterooms on each cruise, therefore necessitating the need to move between staterooms on the changeover day between your consecutive cruises.

Onboard Credits

From time to time we may offer Onboard Credit promotions. An Onboard Credit is a monetary amount in US Dollars which is applied to your onboard account for onboard purchases. Some Onboard Credits may not be combinable with other offers, please check the offer with your travel agent or our Reservations Centre. Any unused portion of the Onboard Credit will expire at midnight on the last night of your cruise and is not redeemable for cash at any time. Onboard Credit is not transferable between any cruises, including consecutive cruises.

6. EXTENDED VOYAGES ONBOARD CREDIT

Extended Voyages Onboard Credit (OBC) are per voyage when booking consecutive Azamara voyages. Extended Voyages savings are combinable with most other offers, except reduced fares including but not limited to interline and travel agent rates. OBC is in USD, per stateroom, and based on double occupancy, has no cash value, is not redeemable for cash, is not transferable and will expire if not used by 10PM on the last evening of the voyage. OBC cannot be used for future cruise bookings. Offer is valid for individual

and group bookings, with the exception of contracted groups and charters. Guests must go to www.Azamara.com/en-au/plan/back-to-back-voyages and request Extended Voyage OBC to qualify. OBC will be applied by Azamara via internal option code to eligible bookings within 10 days of request submission. OBC will be removed from both bookings if one voyage is cancelled. Offer and itineraries are subject to change without notice, and offer may be withdrawn at any time. Other terms and conditions apply.

Extended Voyages Onboard Credit (OBC)

Number of Nights	OBC per stateroom
4 or less	US\$150
5-8	US\$300
9 or more	US\$400

7. CONSECUTIVE CRUISES Consecutive cruises

Consecutive cruises are two or more cruises taken immediately after one another (back to back) on the same ship. Please note that there may be duplication of onboard programs, menus and entertainment. Please also note that due to the preparation of the ship between sailings, some shipboard facilities may not be available on changeover day. On the changeover day, it may be necessary for you to disembark the ship in order to comply with customs & immigration and to re-register your Azamara KeyCard for the new sailing. It may not be possible to retain the same stateroom on consecutive cruises.

Consecutive cruises are treated as independent cruises for the purposes of payment of deposits, balance due dates and cancellation charges. Onboard Credit offers are not transferable between any cruises, including consecutive cruises.

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, Azamara 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 Azamara. Any downline authorisations are taken at the guests own risk due to itineraries and cabotage laws that can be changed at any time. Please see the definitions clause below.

Definitions:

“Downlining” – request from guest to embark or disembark at a port of call other than the scheduled embarkation/disembarkation port.

“Closed Loop” – is a process that US Customs & Border Protection (CBP) place on an itinerary where all US Citizens are waived through without having to be checked electronically. Downliners would impact

the processing of the entire sailing upon return and US CBP would view this as a “modified” closed loop itinerary. This would subject all guests to a full inspection and delay the departure process for everyone. Therefore, downlining is not permitted. A downline fee of AU\$65pp applies to all approved downline requests. This charge will be added to your booking and must be paid prior to the full sailing scheduled departure date.

8. DINING AND SPECIAL REQUESTS

Dining onboard

Azamara offers open seating for dining in the main dining room and therefore there are no assigned dining times. Dining room opening times may vary slightly on port days due to shore excursion departures. From sunrise to midnight, Azamara serves an endless array of cuisine:

*Specialty restaurant seating is available based on space available. Specialty dining is complimentary for our suite guests (Club World Owner’s Suites, Club Ocean Suites and Club Continent Suites). For all other staterooms, a cover charge applies.

Room service

Room Service is available 24 hours a day and is complimentary, although you may wish to offer a gratuity to room service staff. Full breakfast is available to be served between 6:30am–10:00am in guests’ staterooms. Guests should notify their stateroom attendant the night before by filling out the breakfast request form and placing it on the mail clip outside their suite/stateroom door. In addition, suite guests may order room service from the restaurant menu during restaurant luncheon and dinner hours.

Special dietary requirements

Guests must notify us of any dietary requirements at time of booking. If you have any special dietary needs, Azamara will use best endeavours to accommodate the following special dietary needs onboard: food allergies, gluten free, vegetarian, diabetic, low-fat, low-sodium, and low-cholesterol. Other special diets such as Kosher and lactose-free meals may be available upon advanced request. Please contact your travel agent or our Reservation Centre for details

Note: Kosher meals are pre-packed and are only available for dinner in the main restaurant. Azamara does not provide baby food.

To accommodate special services or requirements such as dietary requirements, medical requirements, pier embarkation assistance, wheelchair use etc., Azamara requires the information in writing 45 days prior to the sail date. However, Kosher meal requests must be supplied in writing 100 days prior to sail date for sailings in Australia/New Zealand and Asia; 90 days prior to the sail date for sailings in Europe and South America and 45 days prior for sailings in North America. Any dietary requirements caused by medical conditions must be provided to us at the time of booking. Please note that whilst we are able to take requests for specific dietary requirements and take note of food intolerances, this is confined to the main restaurant on each ship. We are unable to guarantee or accept responsibility that the food served in any other food establishment on board our ships will be able to cater for specific dietary requirements and food intolerances.

Other special requests

If you have a special request, please give details in writing to your travel agent at the time of booking. Special requests cannot be guaranteed. Whilst we and our suppliers will endeavour to meet reasonable special requests, we regret we cannot guarantee that we/the supplier will be able to do so. Not meeting

any special request for any reason will not be a breach of contract on our part. If a special request can only be met at an additional cost, that cost will either be invoiced to you prior to departure or will be payable locally by you.

Unless specifically agreed by us in writing at the time of booking, we cannot accept any booking which is conditional on a special request being satisfied. Such bookings will be treated as "normal" bookings subject to the above comments on special requests.

9. TRAVELLING IN A GROUP

Travelling in a group

Discounts and free places may be available when travelling in a group of 10 or more passengers. Please consult your travel agent for more information. Group bookings can only be created and managed via a travel agent and attract a separate set of terms and conditions to those which apply to individual bookings.

Common Interest Groups

From time to time we may invite various affinity groups of people onto our ships. Affinity groups are people with shared interests who choose to travel together. This may include on dates when you are sailing with us. Although we envisage that this will not affect the overall normal day-to-day operation of the ship, there may be occasions when certain facilities are unavailable to you whilst these groups are onboard. Please contact your travel agent or our Reservation Centre for details

10. ALCOHOLIC BEVERAGES POLICY

The minimum age to consume alcohol on Azamara ships on sailings originating in Europe, Asia, Australia and South America is eighteen (18). The minimum age to consume alcohol on Azamara ships on sailings originating in North America is twenty-one (21).

The originating turnaround port dictates the policy (such as in a crossing from Europe to the US it would be 18 or from the US to Europe or Asia it would be 21. The Company reserves the right, on rare occasions, to raise the minimum age of alcohol consumption on any sailing when local laws require or permit such a modification. An individual's age on the date of sailing determines his or her status for the entire cruise. Staterooms with at least one (1) guest meeting the minimum age to consume alcohol are eligible to bring bottles of wine or champagne onboard. If the wine is consumed in a public area, we charge a corkage fee of US\$10 per bottle.

Alcoholic beverages that are purchased from onboard shops will be stored by the ship and delivered to guest staterooms on the last day of the sailing. Alcohol will not be delivered to any guest under the age of 21. Security may inspect containers (water bottles, soda bottles, mouthwash, luggage etc.) and will dispose of containers they reasonably believe to be holding alcohol.

Azamara Guest Conduct Policy may be enforced, up to and including disembarkation, if a guest violates any alcohol policy. Guests who violate any Azamara alcohol policies, (e.g. over consume, provide alcohol to people under the age of 21, demonstrate irresponsible behaviour, or attempt to conceal alcoholic items at security and or luggage check points or any other time), may be disembarked or not allowed to board, at their own expense, in accordance with our Guest Conduct Policies. Guests under the age of 21 will not have alcohol returned to them. Azamara is committed to the responsible service of alcohol and reserves the right to revoke or otherwise restrict the service of alcohol to any guest, regardless of age.

If during a cruise a guest reaches a birthday that will change their adherence to our alcohol policy, they may visit the Guest Services Desk on that day and on showing their passport as proof of age Their records will be updated to allow them to purchase and consume alcohol, as long as the other requirements of our alcohol policy are met.

Please note: due to Spanish regulations, we are not permitted to sell alcohol or cigarettes on board in the duty free shops on selected sailings which depart from Spain. Restrictions apply and this policy is subject to change without notice. Please contact your travel agent or our Reservation Centre for details

11. HEALTH REQUIREMENTS

Health Requirements

Please contact your doctor for advice and the most up-to-date health requirements for all destinations on your cruise at least 8 weeks before and again within 14 days before you travel. Further information may be obtained from the World Health Organisation at www.who.int.

To ensure a healthy sailing, we request that guests complete a questionnaire at the port to confirm if they are suffering from or showing symptoms of gastrointestinal type illness or other illnesses that spread easily from person to person. We may also require proof of vaccination or testing for Infectious disease, including COVID-19. We have a medical facility on all our ships to assist you if you feel unwell on your cruise. We strongly recommend you visit the medical facility if you are feeling unwell especially in the event of any gastrointestinal illness, such as diarrhea or vomiting, or symptoms of COVID-19, such as coughing, loss of sense of taste or smell. In such circumstances, please contact the medical facility immediately and follow any advice or instructions given to you by its medical personnel. Where necessary, if your condition is deemed contagious, you may be confined to your cabin to avoid your condition spreading to other guests onboard. Non-compliance with the instructions of the ship medical personnel is contrary to our Guest Health Safety and Conduct Policy and could lead to your removal from the ship at the next port of call in accordance with that policy. For full details of all our COVID-19 protocols, our Supplementary Booking Terms and Conditions, and our Guest Health Safety Conduct Policy which are incorporated into these terms and conditions, see www.Azamara.com/en-au/booked-guests/before-youboard/explore-well-at-sea or contact your Travel Agent.

Pregnancy

Azamara welcomes pregnant guests but (due to limited medical facilities on board) will NOT accept guests who will enter their 24th or later week of pregnancy by the beginning of, or at any time during their cruise. All pregnant guests are required to bring a doctor's fit to travel letter with them to the pier, stating the number of weeks pregnant at date of sailing and that they are not a high-risk pregnancy. A copy with your booking number included, should be sent to Special Services at azamarabookingsupportapac@azamara.com, in advance of sailing. Please check our website for full details.

12. MINIMUM AGE TO TRAVEL

Infants sailing on a cruise must be at least six (6) months old as of the first day of the cruise, or twelve (12) months old as of the first day of the cruise for Transatlantic, Trans-Pacific, Hawaii, selected South American cruises and other selected cruises/cruisetours. For cruises with 3 or more consecutive 'sea days' (where the ship is not in port, including days spent 'scenic cruising') infants must be at least 12 months of age on the first day of the cruise. In consideration of the limitations of the shipboard medical facility,

equipment and staff, the company cannot accept waivers, releases or requests for exceptions to this policy.

Stateroom occupation rules

For cruises that commence from a departure port in Europe, Asia, South America, New Zealand or Australia, the minimum age requirement to sail is eighteen (18).

Guests who do not meet the age requirement will not be assigned to a stateroom unless accompanied in the same stateroom by an adult meeting the age requirement. A guest's age is established as their age upon the first day of sailing.

The only exception to this policy applies to married couples (16 years and above on cruises commencing from non-North American ports) who are allowed to sail together in a stateroom without anyone over the age of 18/21 being required. Documentary proof of marriage will be required in advance.

NOTE: Bookings MUST be made by calling into an Azamara booking office in order to qualify. The Azamara website, CruisingPower, and external booking tools will not allow guests under 21 to book a stateroom. Adults who are not the parent or legal guardian of any minor aged 17 or under travelling with them are required to present the minor's valid passport and applicable visa (or for domestic Australian sailings a certified copy of minor's birth certificate) and 1 original legally affirmed or notarised letter signed by at least one of the minor's parents/legal guardians along with 1 copy of the legally affirmed or notarised letter. The letter must authorise the travelling adult to take the minor on the specified cruise and must authorise the travelling adult to supervise the minor, sign applicable sports waivers and permit any medical treatment that must be administered to the minor which in the opinion of the treating doctor needs to be carried out without delay.

A letter can be legally affirmed or notarised by a practicing solicitor, notary or commissioner for oaths who may charge a fee for this service. If such evidence is not produced, the minor(s) concerned will not be permitted to board the ship or undertake the cruise.

We will not be responsible for any costs, expenses or losses suffered as a result either by the minor affected, the person(s) paying for their cruise (if not the minor him/herself), or any persons travelling with the minor who decide not to continue with the holiday as a result of the failure to produce a letter of authorisation as set out above.

Please note that a parent(s)/legal guardian travelling with a minor who has a different surname to the parent(s)/legal guardian, will be required to produce official proof such as a full birth certificate/divorce papers etc to prove that they are the parent(s)/legal guardian of the minor(s) concerned.

Individual staterooms can be booked by married couples whose minimum age are eighteen (18) (proof of marriage is required at time of booking).

On board there are certain facilities where entry is restricted by age. Persons using the Day Spa must be over the age of 18 and over 16 to use the Fitness Centre. Full details of onboard facilities with age and height restrictions are contained within the Daily Program, which is available from the Guest Relations Desk.

13. ACTIVITIES FOR CHILDREN AND INFANTS

Azamara accepts guests who meet the minimum age to sail, but discourages families from sailing with children under 18 years of age, as the onboard ambience and experience caters to adults and there are no dedicated activities for children or baby-sitting services available.

14. GUESTS WITH SPECIAL NEEDS

You must ensure that you are medically and physically fit for travel, and that such travelling will not endanger yourself or anyone else. At the time of booking (or as soon as possible if the condition arises after booking) you must tell us or your travel agent in writing about any medical or physical condition which will or may require medical treatment or attention during your holiday or which may or will affect your holiday in any way (including your use of any services or facilities). Please provide as much information as possible to azamarabookingsupportapac@azamara.com.

Most of our ships have selected staterooms designated for guests with physical disabilities. Please contact our Reservations Department for further information. Guests who use wheelchairs must provide their own collapsible wheelchair and may find certain areas of the ship inaccessible. If you would like to bring a motorised wheelchair or scooter on board you must contact our Reservations department at time of booking to provide the dimensions as size limitations may apply and we may not be able to accommodate this request. Certain conditions (for example, use of tenders or some shore excursions) may prevent guests with wheelchairs from going ashore at certain ports of call.

Guests affected by a disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance. We regret we must reserve the right to refuse to allow anyone to travel who, in our reasonable opinion, is physically or mentally unfit to travel or will or may require care beyond that which any travelling companion or we ourselves can reasonably provide.

15. VISAS AND PASSPORTS

For all sailings a valid passport and appropriate visa will be required for all Guests. 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.

16. IDENTIFICATION REQUIRED

It is the sole responsibility of the guest to identify all travel documents such as passport and visa requirements for boarding the ship and entry into the countries visited on your cruise.

For all sailings a valid passport and appropriate visa will be required for all passengers. For your protection it is essential that your passport expiration date not occur within six (6) months of the voyage termination date. For further information or clarification please contact your travel agent or Azamara.

For domestic Australian voyages calling in only Australian ports: Australian citizens require either a valid passport or government issued pictured and laminated ID card (driver's licence/proof of age ID card/military ID card/government (federal, territory, city etc.) employee ID card/proof of age card) to be used as identification. For all other nationalities, a passport (plus visa if needed in Australia) is required. Children aged 17 years and under will require a passport or Birth Certificate to travel or government issued photo ID.

Children under 16 years of age, who do not have a passport or photo ID, must have a copy of their birth certificate or their parents Medicare Card. If the child has a different surname to the parent or guardian then they can use a Medicare Card as identification as long as a parent's name travelling with the child is included on the same card.

For all other sailings to ports/destinations outside of Australia: see clause 14 (Visas and passports).

17. CHECKING IN

For your convenience we offer a check in facility on our website. By checking in online for your cruise, you will significantly speed up your check-in process and will be able to board the ship sooner and avoid delays and queues at the cruise terminal.

To check in online, visit www.Azamara.com/en-au, click on "Booked", then click "Online Check-In". If you have checked in online, bring your signed SetSail Pass and identification documents with you to the cruise terminal. Proceed to the SetSail area where one of our guest assistance agents will verify your identification documents and issue your KeyCard card to board the ship.

If you have not checked in online, bring your cruise documents and your identification documents to the cruise terminal where one of our guest assistance agents will process your cruise documents, verify identification documents, check you in for your cruise, issue your KeyCard card and direct you to the ship. Your stateroom attendant will deliver your luggage as soon as possible after boarding. We recommend that items such as medicines are packed in your hand luggage.

Please note: all guests must be checked-in and onboard the ship no later than 90 minutes prior to the published sailing time or they will not be permitted to sail. If you are not on board at least 90 minutes before the ship's scheduled sailing time, we are entitled to assume that you do not intend to travel. Your booking will then be cancelled, 100% cancellation charges will be payable and no refund will be made. Please note, for security reasons, you will not be permitted to bring any visitors on board the ship in any port.

18. ONBOARD PURCHASES

Onboard currency

The currency used on board all Azamara ships is US Dollars.

Your onboard account

All Azamara ships operate on a 'cashless' system. When you check in you will receive a KeyCard 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. 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.

Azamara KeyCard accounts may be settled in cash. We cannot accept personal cheques and any currency other than U.S. Dollars. A cash machine is available on all Azamara ships which dispenses U.S. Dollars (USD \$5 fee per transaction will be levied for this service), and Euros (€6 fee per transaction) for European sailings.

19. WHAT TO WEAR/PACK AND THE WEATHER

What to wear

Planning what to wear on your cruise holiday is easy. You should keep in mind three types of clothing: casual shipboard attire or day wear; conservative resort wear for sightseeing or shopping; and evening wear.

Appropriate attire onboard Azamara is always resort casual; there aren't any scheduled formal nights. However, guests should always feel comfortable in wearing formal attire if they so desire. No bare feet, tank tops, caps, bathing suits, or jeans are allowed in the dining room or specialty restaurants. Additionally, no tuxedo rentals will be available onboard. Here are a few general tips: We recommend low-heeled, comfortable shoes for walking around the ship during the day; pack a couple of swimsuits so you'll always have a dry one; ashore you will need comfortable walking shoes, as well as a hat and sunscreen. When visiting museums, mosques, temples and churches it is appropriate (and in many cases mandatory) to dress conservatively. Women should wear trousers or skirts that cover the knees, bare shoulders and sleeveless tops and shorts are often not permitted. If your cruise takes you to Northern Europe we suggest you also pack a jacket and a couple of sweaters.

Examples of resort casual attire:

Women

- Casual dresses, skirts, trousers,
- Light fabrics such as linen, cotton and silk

Men

- Trousers, shirts, polo-type or button-down shirts, sweaters, jackets/windbreakers, blazer (if desired, but not required)

- Light fabrics such as linen, cotton and silk

What not to pack

For the safety of our guests, the following items are not allowed on board our ships: irons, coffeemakers, candles, illegal drugs, flammable liquids, explosives (such as fireworks), weapons (including knives, regardless of length) powerboards/extension cords and electrical transformers. If connecting by air, please refer to your airline for carrier restrictions.

The Weather

Our cruises encompass a variety of continents and destinations and therefore the weather in each region will vary. Some of the destinations visited are tropical and may experience heavy rainfall or strong winds (sometimes hurricane force) at certain times of the year. Azamara cannot accept liability for adverse weather conditions during your cruise holiday.

20. SMOKING POLICY

Each Azamara ship has a designated smoking area. This area is located on the starboard forward section of the Pool Deck. Smoking areas have signs indicating that smoking is permitted there. All other areas of the ships are non-smoking.

For the comfort of all of our guests, we request strict adherence to this policy, and thank all of our guests for their cooperation.

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 when arriving or departing certain ports.

21. MEDICAL SERVICES ONBOARD

There is a medical centre staffed by qualified doctors and/or nurses onboard all Azamara ships. The medical services available and medications kept on board are limited, and guests must bring an adequate supply of any specific medications they require. Our medical facilities are not intended or designed to serve as a clinic for guests.

Please note that there is a charge for all medical services provided by the onboard medical centre (including medication, consultations and treatments) and charges are not covered by private health insurance policies or by Australian Medicare and the New Zealand Accident Compensation Corporation (including cruises sailing to only Australian and New Zealand ports). We strongly recommend that you take out travel insurance that will cover any such charges. Please check with your insurer that such charges are covered by the insurance that you purchase.

Charges are based upon U.S. Government Medicare Physician Fee schedules which are available upon request from the Guest Relations desk.

Azamara is not responsible for the diagnosis, treatment or services provided by shipboard medical personnel.

22. SERVICE CHARGE

Onboard service charges for your stateroom attendants, dining room and bar wait staff are included in your voyage fare.

Please note: Spa service charges are not included in your voyage fare. An 18% service charge will be added to your onboard account for Spa services.

23. SECURITY

Azamara's highest priority is to ensure the safety and security of all guests. In order to maintain an effective and meaningful security environment and to comply with international and national security laws, regulations and guidelines, Azamara has established strict security procedures in the seaport terminals we utilise and onboard all our vessels. These measures include screening all guests and their personal property prior to boarding. We appreciate your cooperation in this endeavour.

24. MISCELLANEOUS Guest Relations

The Onboard Guest Relations Desk is available 24 hours a day. The Desk operates as your source of general information, postmaster, as well as providing general information on customs and immigration.

Staterooms and Suites

General information – including room sizes – can be obtained from your travel agent or on our website.

Additional beds in staterooms

Each ship has a limited number of three staterooms. These staterooms are popular with families or adults travelling in groups. Three berth staterooms will be made up of a combination of lower berths, sofasbeds. Fully occupied staterooms may not be able to accommodate a baby cot.

Voltage/adapters

The onboard voltage is 110/220 AC. Please ensure that you take any necessary U.S. and European adapters. Hair dryers are provided on all ships.

Please contact your airline directly to ascertain the up to date position for the carriage of electrical and other dangerous items. This may vary by airline.

Internet

Internet access is available in eConnections 24 hours a day until 6:00 am on debarkation day. Wireless Internet access is available around the ship. In order to take advantage of this service, you must bring your own laptop, which must have a wireless network card. Apple's default browser, Safari, must be at version 3.0 or above to ensure compatibility with the onboard wireless network. Internet minutes can be purchased in various packages, depending on the number of minutes you plan on using while onboard.

Laundry

Self-service laundry facilities are available onboard both Azamara ships on Deck 7 (midships) free of charge. Additionally, laundry and dry-cleaning services are available on board, and prices vary by garment type.

Contacting the ship

Friends and family can reach guests on any Azamara ship 24 hours a day via telephone simply by calling 0011 1 v 1-321-953-9001 or visit www.shipdial.com. The cost is approximately US\$7.95 per minute and you must have a credit card number ready to enter to complete the call. There is no charge for waiting or dialing time; charges begin when the caller connects to the ship. Alternatively, friends and family can e-mail you providing you have an internet e-mail account. E-mail centres are available on all Azamara ships.

Calling home from the ship

You can make ship-to-shore phone calls from your stateroom 24 hours a day. The cost is approximately US\$7.95 per minute and will be automatically charged to your KeyCard account.

Cellular at Sea

We are pleased to offer an advanced cellular roaming network that allows you to make calls from anywhere in the world using your own mobile phone and number. If your network provider supports them, you may also be able to access GPRS and GSM services such as email, web access, and text messaging. Guests are encouraged to check with their providers prior to sailing, to enable roaming and check rates. All international roaming charges will be billed to your home carrier.

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. Please note that passengers use tenders at their own risk.

25. SHORE EXCURSIONS

To get the most enjoyment out of your visit to a port of call, we recommend you select one of our shore excursions, which have been planned by our travel experts and are recommended by the authorities for the particular ports. To ensure you do not miss out on your chosen shore excursions, we strongly recommend that you visit our website www.Azamara.com/en-au (Click on 'Plan Your Voyage' then 'Explore Onshore') to view excursions available for your sailing and to pre-book your place. These must be booked and pre-paid at least 5 days prior to your sailing date. As places are limited we recommend you book early to avoid disappointment. Alternatively you are free to explore and make your own arrangements at each port of call, travel documents permitting. The staff at the Shore Excursions Desk on board will be happy to provide you with information and book your excursions. The cost will be charged to your Azamara KeyCard account. Please note some excursions are subject to minimum numbers requirements and may be cancelled if these requirements are not met. Proof of certification is required for all scuba tours. Subject to our Booking Conditions, Azamara is not responsible for any injuries or losses sustained whilst guests are ashore, whether on organised excursions or otherwise.

The information contained on our website and in our brochure is correct to the best of our knowledge at the time of the brochure going to print. Our brochure descriptions may refer to activities, which are available in the ports you are visiting. We have no involvement in any such activities, which are neither run, supervised or controlled in any way by us. The shore excursions are provided by local operators who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/centres and/or assist you in booking such activities in any way. Accordingly, we

cannot accept any liability in relation to such activities and the acceptance of liability contained in clause 40 of our Information, Terms and Conditions does not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned on our website or in our brochure, which are not part of our contract, are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation in regard to those activities. If after the time of printing of our brochure, we become aware of any material alterations to resorts/area information and or such outside activities, which can reasonably be expected to affect your decision to book a holiday with us, we will do our best to pass on this information at the time of the booking.

Please note that we may be able to offer shore excursions for those guests with limited mobility, however, different charges may apply. Please contact our Special Services Department by email at azamarabookingsupportapac@azamara.com at the time of booking.

26. DISEMBARKATION

At the end of your cruise

The Cruise Director will give detailed instructions about disembarkation and clearing customs and immigration during the departure talk on the last day of the cruise. We strongly recommend that you attend this important and informative talk. You can also view this talk on your stateroom TV. Azamara has no control over the length of time it may take for customs and immigration clearance.

Luggage at the end of your cruise

On the last night of your cruise you will need to pack your suitcases and place them outside your stateroom door by midnight. Your stateroom steward will give you coloured tags for each piece of luggage. Please put your name and home address on each tag and remove all loose straps from your bags. The colour of your luggage tag will determine your departure time from the ship and your luggage collection point on shore. Carry fragile, important and valuable items with you in your hand baggage (including travel documents, identification documents, jewelry, cameras and any medication required by you) pending the re-delivery of your suitcases to you.

On the morning of disembarkation, you will proceed through customs and immigration, collect your luggage and continue with your onward travel arrangements. It is our guests' responsibility to remove all of their belongings from their stateroom when they depart their cruise. If an item is left onboard, whilst we will assist you in trying to recover the item, if we are unable to do so then we cannot be held responsible and we will refer you to your travel insurance to make a claim for the item. Please note that items left behind may be destroyed.

27. TRAVEL ARRANGEMENTS HOME

Azamara can arrange domestic and international flights and transfers to connect with your cruise. If we are not arranging flights for you, please consult your travel agent on the most appropriate flight times, ensuring that you allow sufficient time both prior to embarkation and following disembarkation.

28. INFORMATION REQUIRED FROM YOU

We may be required to pass on to immigration authorities, airlines and/or possibly other authorised bodies, certain personal details relating to our guests. Restrictions placed by a governing body on you or your travelling party that may affect your ability to travel must be advised to us at the time of booking. You must provide the relevant details at the time of booking your cruise or no later than 70 days prior to your departure, whichever is the later. This information includes certain personal information, passport, emergency contact and insurance details. We will inform you at the time of booking, or as soon as we become aware, of the exact details required. We recommend you visit our website at www.Azamara.com/en-au and click on 'Booked', then 'Online Check-in' and submit these details online. You will need to have your booking ID and date of sailing to hand or, if we have already received this information from you at the time of booking, verify that the details we are holding are complete and accurate. 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 and/or outward and/or return flight. 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 Statement in clause 44.

29. PRICE CHANGES (CRUISES)

We guarantee that we will not increase the price of your confirmed cruise once we have received full payment of the deposit on the total cruise price from you or your travel agent. However, we may increase or decrease the prices of unsold cruises at any time.

The price of your chosen cruise will be confirmed at the time of booking. After your booking is confirmed but before full payment is received, we will only increase the price if there is an increase in the cost of any transport included in the price and/or in any dues, taxes or fees payable for any services (for example, port taxes or charges of any sort). We will not ask you to pay more within 30 days of departure. In addition, we will pay the first part of any such increase(s) in costs up to a total amount equivalent to 2% of the cost of your confirmed cruise (excluding any insurance premiums and amendment charges). Only if any such increase(s) exceeds this 2% will we ask you to pay more. If any additional amount we ask you to pay is greater than 10% of the total cost of your confirmed cruise (excluding any insurance premiums or amendment charges), you will be entitled to cancel your booking.

If you cancel your booking in these circumstances, you will then be sent a full refund of all monies you have paid to us for your cruise, except for any insurance premiums and amendment charges. We will tell you about any increase in the cost of your cruise by sending you or your travel agent a surcharge invoice. You will have 14 days from the issue date printed on that invoice to tell us in writing that you want to cancel. If you do not advise us in writing that you wish to cancel within 14 days of the surcharge invoice, you will be deemed to have accepted liability to pay the additional amount.

Any such additional amount must be paid with the balance of the cost of the cruise or within 14 days of the issue date printed on the surcharge invoice, whichever comes first.

From time to time we may release special offers on some cruises. If you are eligible to take up a special offer and you wish to change your booking to take advantage of such an offer then you will have to cancel your existing booking; whereupon our standard cancellation policy (including charges) will apply. Please

check the terms of any special offer to ensure you are eligible to take up the special offer concerned before changing your existing booking.

30. CANCELLATIONS AND REFUNDS

Cancellations and refunds

If you or anyone travelling with you wishes to cancel your/their cruise or flights, you must immediately give notice to us or your travel agent so that your agent can give us notice of cancellation on your behalf. The cruise and flights will only be deemed cancelled from the date we actually receive notice of cancellation from you or your travel agent. Insurance premiums and or amendment charges cannot be refunded in the event of cancellation.

Cancellation of cruise

The following cancellation charges will then apply to your cruise.

All Cruises & Cruisetours (Cruise Portion Only)

Days Prior to Cruise Departure	Cancellation Charges
151 or more days	fee of AU\$200pp, except in the case of non-refundable deposit promotions and airfares
121-150 days	25% of fare*
91-120 days	50% of fare *
61-90 days	75% of fare *
60 days or less	100% of fare *

* In instances where the deposit amount paid is higher than the 25/50/75% of cruise fare cancellation charge, then the highest of the two amounts is payable as the cancellation charge, i.e. the full deposit amount is retained.

Cancellation of flights & or hotels Air

Cancellation Rules:

Non-refundable fares: Ticket is non-refundable after booking. Depending on the air carrier, the guest may be able to get a flight credit toward a future reservation.

Refundable fares: Outside of final cruise payment air penalties will not apply and the fare is fully refundable. After final payment, a \$200 per person penalty will apply.

Hotel cancellation rules:

Full refund if cancellation received more than 65 days prior to hotel stay.

No refund for no-shows or cancellations received 65 days or less prior to hotel stay.

31. CHANGING YOUR BOOKING

Subject to clause 30 (Price changes) and availability, some changes (excluding changes to ship or sailing date) can be made to your booking. You may request changes via your travel agent up to 45 days before departure. We will make every effort to meet your change request; however, we cannot guarantee that we will be able to make any requested change. Please note: any booking that is modified after the promotion has ended will result in the loss of the promotion. Examples of changes that will result in the promotion being forfeit are including, but not limited to; change of ship, sail date, category booked,

amending the travel agency ID or selecting an alternate price/promotion. Up to 45 days before departure an administration fee of AU\$50 per booking will be payable for each change requested. If you request a change within 45 days of departure, this will be treated as a cancellation of your original booking and cancellation charges as set out in these terms and conditions will be payable. The changed arrangements will then be treated as a new booking.

If you book a promotion cruise which stipulates that the deposit is non-refundable, a change fee of AU\$100 per person per change will apply up to 150 days prior to departure. Inside of 150 days, ticket contract cancellation conditions will apply.

If you or any of the people travelling with you are prevented from taking the cruise you/they may give your/their place on the booking to someone else (suggested by you). In this situation, providing we are given not less than 14 days' notice of your wish to make the change, we will permit the name change on payment of an administration fee of AU\$50. A maximum of only one passenger name may be changed per stateroom. You must produce documentary proof of the reason for the transfer with the request (e.g. a letter from a doctor). You must ensure that the administration fee and any charges/costs – as well as any amount which is still due to be paid for the cruise – are paid in full as required. We reserve the right to cancel the booking if any charges remain outstanding.

32. TRAVEL INSURANCE

All guests should obtain appropriate personal travel insurance at the time you book your cruise, which includes a minimum cover for the cost of cancellation of your cruise, the cost of assistance including repatriation in the event of an accident or illness, and the cost of medical treatment in the onboard medical centre. All services provided by the onboard medical centre (including medication, consultations and treatments) are not covered by private health insurance policies or by Australian Medicare or New Zealand Accident Compensation Corporation (including cruises sailing only to ports within Australia and New Zealand). For South Pacific sailings, guests must have proof of international travel insurance covering any emergency medical or hospital expenses as well as repatriation or they may be refused entry to New Caledonia. This has been mandated by the New Caledonia Immigration Authorities. We recommend that you contact your travel agent or an independent insurance broker for details of suitable policies.

33. LUGGAGE AND PERSONAL BELONGINGS

Luggage allowance

The maximum luggage allowance for guests boarding our ships is 90kg per guest, however, airlines also impose their own luggage allowance, with which you must also comply, and this is usually less than the cruise allowance. There are always restrictions on the amount, size and weight of the luggage you may take on any flight, in particular where we are using non-scheduled services. We strongly recommend that you check with your airline directly for confirmation of your baggage allowance as allowances vary by airline and excess luggage fees may apply. In some instances baggage allowances can be limited to as little as 15 kg. All luggage allowances are subject to variation by the airline concerned and you may be charged additional costs by the airline for excess luggage.

Personal belongings

Please make sure that all valuable and important items (for example, medicines, jewellery, fragile items, important travel and other documents, video/camera/computer equipment) are carried by hand and not

packed in your luggage or left unsecured in your stateroom or elsewhere onboard ship. Special care must be taken of such items.

For your protection once onboard, all valuable and important items should be deposited with the Guest Relations Desk or, where available, in your stateroom mini-safe. You are also strongly advised to take out appropriate and adequate insurance to protect such items. We cannot accept any responsibility or liability for any valuable or important items which are not deposited with the Guest Relations Desk for safekeeping. PLEASE NOTE: for items which are so deposited, our limit of liability to you if any item(s) is lost or damaged (for any reason) whilst in our care is AU\$1,500 per guest, per cruise.

Banned items

You must not pack in any luggage or bring onboard any item specified as dangerous or illegal (e.g. guns, explosives, drugs, animals, flammable items, etc.). Power boards, irons, candles, electrical transformers and drones cannot be brought onboard. To obtain a full list of prohibited items, please contact our call centre. In addition, we may specify other items which you must not bring with you and may also refuse to allow you to take onboard any item which we consider to be inappropriate. If we or the Master of the ship have reason to believe that any stateroom may contain any item or substance which should not have been brought onboard, the Master or an authorised Officer has the right to enter and search the stateroom concerned and seize any such item or substance. Special Notice: Due to the new enhanced airport security measures, please ensure that any sharp items, including but not limited to scissors, razor blades, nail clippers, tweezers and knitting needles, are packed in your check-in luggage and not in your hand luggage.

34. LOST, DELAYED OR DAMAGED PROPERTY

This clause applies in relation to any loss, delay or damage to property which occurs during your cruise or whilst getting on or off the ship or whilst using any services provided or arranged by us, except for any claims in relation to any valuable or important items (see clause 34, Luggage and personal belongings). If you discover the loss, delay or damage when you are onboard, you must immediately report it to the Guest Relations Desk. The time limits for notifying any loss, delay or damage, and the maximum amount which will be payable by us or the supplier concerned, are as follows: Any damage or delay, which is apparent, must be notified to ourselves and the supplier of the service concerned (if it is not us) before or, at latest, at the time of departure from the ship or, for other services, whilst using or at the end of using those services. In any event, any loss, damage or delay, must be notified to ourselves and the supplier of the service concerned (if it is not us) within 7 days of departure from the ship or the end of your using the service in question. We accept no liability for any loss, damage or delay which is not notified to us within 7 days of your departure from the ship.

This will also be the case where any property is damaged, delayed or lost whilst you are not on board or are getting on or off the ship but using other services (apart from air travel) which form part of the holiday we have contractually agreed to provide. In all cases, you must disclose to us any payments you have received or will receive from any airline and/or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any/all insurance companies.

Claims will be subject to depreciation for items owned for over 12 months from the date of purchase.

a) Lost, delayed or damaged luggage during cruise – Non-European Union embarkation and disembarkation ports

For guests making bookings which involve cruise itineraries where the place of departure and destination is both from and to a non-member state of the European Union, subject to such not being in conflict with local law, we limit our liability to you for loss of damage to luggage. In summary, the current maximum limit of our liability for damage and or loss to baggage, where baggage is deposited with the ship, is limited to AU\$1,100 per guest per cruise.

b) Lost, delayed or damaged luggage during air travel – EU origin or destination ports

For guests making bookings which involve cruise itineraries where the place of departure or destination is a member state of the European Union, subject to such not being in conflict with local law, we limit our liability to you for loss of damage to luggage in accordance with EU Regulation 392/2009. In summary, the current maximum limits that apply under EC 392/2009 in the event of our liability for damage and loss to baggage, where baggage is deposited with the ship, this is limited to 3,375 Special Drawing Rights (SDRs) and for damage and loss to cabin luggage this is limited 2,250 SDRs.

c) Lost, delayed or damaged luggage during air travel

Any damage, delay or loss suffered during any travel by air (including the process of getting on and off the aircraft) must be notified to the airline at the time of discovery or, in any event, in writing within seven days of the end of the flight concerned for damage or loss or within 21 days of the luggage being made available for you in the event of delay. We accept no liability for loss, delay or damage to luggage during any air travel (including when luggage is being loaded onto or off the aircraft concerned. For most international flights, the Montreal Convention 1999 applies and the maximum the airline will have to pay you at present for loss, destruction, damage, delay of luggage is the maximum payable under the Convention (currently approximately US\$1,600 per passenger) unless special conditions apply. For flights chartered, if we were for whatever reason to be held liable to you for such a loss, delay or damage the maximum we will have to pay you in the event of any damage, destruction, delay or loss of luggage or property is the most which is payable under the relevant international convention or regulation. In all cases, you must give us credit for payments received from any airline or other supplier in connection with your claim. You must also give us details of any relevant insurance coverage you hold. In appropriate cases we are entitled to ask you to reduce your claim by the amount received from any insurance company.

35. CHANGES TO CRUISE

We cannot guarantee that ships will call at every advertised port or follow every part of the advertised itinerary. We and the Master of the ship have the right to omit any port(s), call at any additional port(s), deviate from the advertised itinerary in any way or substitute another ship or port. In addition, we will not be responsible for any failure to meet the arrival or departure times shown in our brochure for any port(s) of call. Normally, changes in the itinerary are to protect the interest and safety of our guests.

Changes to the last confirmed itinerary for your cruise may become necessary after you have departed for a variety of reasons such as prevailing weather and sea conditions, guest emergencies, providing assistance to other vessels and the ship being unable to operate at its normal speed(s) due to unexpected mechanical or technical problems. We will of course do our best to avoid any changes which will have a significant detrimental effect on your last confirmed itinerary.

However, we cannot accept any liability in respect of any changes which result from circumstances outside our reasonable control (see clause 41) or which do not have a significant detrimental effect.

Occasionally, we have to make changes to and correct errors in our brochure and other details both before, and after, bookings have been confirmed and, even more rarely, cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options for significant changes:

- (a) accepting the changed arrangements, or
- (b) (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other available holidays. The price of any such holiday shall be applicable. This will mean you will pay more if it is more expensive or receive a refund if it is cheaper than your original holiday.
- (c) (c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note the above options are not available where any changes made are minor or insignificant. If your cruise has been cancelled and flights have been purchased as part of a (Fly-Free or Reduced Air promotion), then these flights must be cancelled and cannot be taken without the cruise. For all other air purchases through Azamara on a cruise that has been changed or cancelled, you will be contacted by the Air/Sea Department to organise the reschedule of your flight arrangements if necessary.

A significant change is a change to your confirmed holiday which can reasonably be said to have a significant effect on it. Examples of significant and minor changes are as follows: Significant change: a change from two days port of calls to two days sailing instead. Minor change: a change from one port of call to another; a change from one day's port of call to one day's sailing; a change in timings for any port(s) of call but the ship still calls at the port concerned; a change in order of ports that are visited. Very rarely, we may be forced (see clause 41) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

36. ELIGIBILITY TO TRAVEL AND GUEST BEHAVIOUR

Refusal of booking request or passage

To facilitate our ability to continue to provide safe and enjoyable cruises to our guests, we reserve the right to refuse to accept a booking request from an individual or group and reserve the right to cancel an existing reservation. If, in our, the ship's Master or Doctor's reasonable opinion, you are or appear to be unfit to travel for any reason or pose a risk or danger to yourself or a danger to others or behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or danger to property, we are entitled without prior notice to refuse to allow you to travel on any ship and to terminate your cruise holiday at any time. You may then be left at any port or place at which the ship calls without our

incurring any liability. You will have to pay any costs, expenses or losses suffered as a result, and we will not pay any compensation or give you any refund. Once your holiday has been terminated in this manner, we will not have any further responsibility towards you. The same right to refuse to allow you to travel or to use any services applies where you are or appear to be unfit to travel or otherwise behave badly as set out above during any other part of your holiday.

If you have failed to give proper notice of any physical or mental disability or condition (including informing us of any change or deterioration in any notified disability or condition) which will or may require care beyond that which any travelling companion or we ourselves can reasonably provide, we are entitled to refuse to allow you to travel. However, at our discretion, the cruise only fare may be refunded.

Guest behaviour

It shall be a condition of boarding and remaining on-board any of our ships that all guests throughout their stay comply with our Guest Conduct Policy. This policy is designed to ensure that all guests are able to participate in a safe and enjoyable cruise vacation and, as such, the Guest Conduct Policy sets forth standards of conduct for guests to follow throughout their Azamara cruise vacation, including transfers to and from ships, inside terminals, while on-board, at ports of call, and during shore excursions. Please review the Guest Conduct Policy at www.Azamara.com/en-au/booked-guests/before-you-board/guestconduct-policy or contact your local booking office for further details in advance of travel.

If Azamara determines that certain guests are in violation of these guidelines, we may be forced to ask the offending party to leave the ship at the next available port of call. These policies are subject to change without notice and without liability to Azamara. Azamara is free to adopt additional rules not stated in these policies.

37. FLIGHTS / AIR Flights

All prices quoted are per person in Australian Dollars and where applicable include all applicable Airline and Government taxes. Airline taxes are subject to change until the airfare is paid in full and ticketed. Flights are booked in Economy class, unless otherwise stated. Flights will either be scheduled or nonscheduled service. All flights are subject to availability.

If you wish to travel on a particular carrier or flight routing, or if your departure and/or arrival date differ from the standard flights available, any additional costs and charges imposed by the airlines or us, will be charged to you. Please refer to the Air/Sea department or your travel agent for details of such charges. Most airlines operate a non-smoking policy.

Flight timings and routings

Whilst the dates of your outward and return flights will be advised at the time of booking, we are not always in a position to confirm the route, service (scheduled or non-scheduled), airline, aircraft type or the airport of destination, which will be used in conjunction with any flight included in your holiday. For this reason, flight timings and/or routing may not be shown on your confirmation invoice. Itinerary information will be provided as soon as we are in a position to do so. We are unable to inform you of your flight timings and routings for bookings made more than 10 months before departure. The flight timings and airlines shown on our invoice cannot be guaranteed and are subject to change. When this information is provided at the time of booking or subsequently, it is subject to change (including the substitution of

non-scheduled flights for scheduled air services and/or re-routing of air travel due to scheduled air services being withdrawn or changed or being unavailable). Any such change will not entitle you to cancel or change to other arrangements without paying our normal amendment and/or cancellation charges.

Whilst we endeavour to book the best connections between flights, your booked flight may not be the most direct route and may also involve stops en route to your final destination which may involve you disembarking from the aircraft or changing aircraft and/or airlines. A wait may be experienced at connecting airports.

Please also note that for guests who are traveling together but booked on different booking numbers, we cannot guarantee that we will be able to book the same flight itinerary for all guests, as these are subject to availability.

Special airfares and promotions

Some flights used in conjunction with our cruises may be based on special fares and may not be the most direct route. Any requested deviations to alternative airlines, routings and timings will incur additional charges. Special airfares may require immediate payment to qualify for the offer and non-refundable deposits may apply.

Flight Tickets

The actual flight times will be those shown on our tickets, which will be dispatched to you approximately four weeks before departure. You must check your tickets carefully immediately upon receipt for confirmation for correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact you as soon as possible if this occurs.

Lost Flight Tickets

If your tickets are lost or stolen prior to commencement of your holiday, please report the loss to us immediately. If your tickets become lost or stolen during the holiday (including your time spent at the airport) you must report this to the airline and the local police immediately (if you have booked your flights with us). Please note there will be a charge for the re-issue of your air tickets. You will be informed of these at the time of reporting the lost or stolen tickets, as the charges vary depending on the airline.

Making changes to flights

Any amendments you make to your flight arrangements will be subject to availability and will incur an administration amendment charge of AU\$25 per person along with any additional costs and charges incurred by us or imposed by the airline, as per your airfare rules at time of booking. If your tickets have been issued, standard airline cancellation penalties will also apply. In some cases, these could be the full cost of your ticket.

Flight Delays

In the event of a flight delay, the airline concerned may provide refreshments, and if necessary, overnight accommodation depending on the expected length of the delay, the time of day and the airport in question. This is entirely the discretion of the airline. Where you have booked a Fly/Cruise holiday we cannot accept any liability for any delay, which is due to any of the reasons set out in clause 40 of these Information, Terms and Conditions (which includes the behaviour of any passenger on the flight, for

example fails to check in or board on time). Please note, if your flight is cancelled or delayed, your flight ticket is downgraded or boarding denied by your airline in circumstances which would entitle you to claim compensation against the airline, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements even when those arrangements have been made in conjunction with your flight.

We have no liability to make any payment (as dealt with above) not covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must at the time of payment of any compensation to you by us, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.

Flight Interruption & Downline Support

Guests purchasing tickets through our Air/Sea Department will receive assistance on travel days, should there be a disruption to their scheduled airline service. Guests should first check with the airline to request re-accommodation, and then call us if the new flights will not enable the guest to meet the ship. We will work with the guest to find a seat on the next available flight, on a regularly scheduled airline, and in the same class of service to the ship. If there are no viable options, we will work with our airline partners to accommodate the guest on a flight to the next port, where a guest may legally join the ship. A downline fee may be incurred as per Section 7.

Airline booking class and seat allocations

Unless you book and pay for an upgrade, you will fly Economy class. We strongly recommend that you check-in early if you have a particular seat request as we have no control over the allocation of seats. Flights are often full, your choice of seats may not be available, and it may not be possible to obtain seats together. Please note, only fully fit and able-bodied guests may occupy exit row seats on an aircraft. Some airlines will charge an additional fee to pre-book exit seats, or they are only assigned at the airport checkin.

Special requests

The airline will endeavour to satisfy any special service requests such as dietary requirements, meet-and-assist and wheelchair assistance. Regrettably we/the airline cannot guarantee your request. Some medical assistance and special meal requests may incur a charge, which will be invoiced accordingly. For all special requirements please email azamarabookingsupportapac@azamara.com or phone 1800 570 552. Please note: any request of this nature should be advised at the time of booking. Not meeting any special request for any reason will not be a breach of contract. Airlines may at their discretion refuse to carry guests with certain medical conditions, which affect you, and/or any member of your party at the time of booking. We do not guarantee that guests travelling within the same party will be confirmed on the same flight arrangements.

Upgrading airfares

Subject to availability and paying the difference in price, you can arrive in style by upgrading your Economy flight to a higher class of travel. If you are interested in upgrading your flight, please notify Reservations at time of booking and your request will be passed on to our Air/Sea Department.

Pre- and/or post-cruise accommodation for Fly/Cruise bookings

To ensure you arrive in sufficient time for your cruise, one-night pre cruise accommodation is required at selected gateway cities. This is at an additional cost. If accommodation is booked by us it will be itemised on your invoice. Any accommodation/travel arrangements booked independently will not be reflected on this invoice. It is your responsibility to ensure all travel arrangements are correct. Post cruise accommodation may also be required due to flight schedules. Please check with your travel agent or Air Sea consultant for details.

38. MAKING A COMPLAINT

In the unlikely event you have a reason to complain whilst away, you must immediately notify the Guest Relations Desk onboard ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to address and to attempt to resolve any issue you raise. Any verbal complaint must be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction and you wish to follow this up you must email us on your return to the following email address: azamarabookingsupportapac@azamara.com.

You must provide your booking reference number and full details of your complaint within 28 days of your return from holiday unless a different time limit applies to your claim – see clauses 34 and 35. We will only accept complaints from the lead name of a booking. If your complaint is written on behalf of other members of your travelling party, their full names and booking reference numbers must be clearly stated in the correspondence together with their authority for you to handle the complaint on their behalf. If you fail to follow this complaints procedure, your right to claim compensation may be affected or even lost as a result. If your booking is with an agency then all communication must go via them.

We both agree that any dispute or claim will be dealt with by the United States District Court for the Southern District of Florida located in Miami-Dade County, Florida, United States to the exclusion of the courts of any other state, territory or country.

We can only pay you compensation if the following conditions are met:

- If asked to do so, the person(s) affected must transfer to us any rights they have against the supplier or whoever else is responsible for your claim and complaint.
- The person(s) affected must agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights transferred to us.

39. LIABILITY Our liability

- 1) Subject to Our Limit of Liability below we promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, or anyone else for whose actions we are legally responsible to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible

for what our employees, agents and suppliers 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 do (for agents and suppliers).

- 2) 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 person(s) affected or any member(s) of their party; or – The act(s) and/or omission(s) of any third party for whose actions we are not legally responsible whether or not connected with the provision of your holiday and whether or not those acts and omissions were unforeseeable or unavoidable; or – ‘force majeure’ as defined in clause 40. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

Please note we cannot accept responsibility for any services which do not form part of our contract such as the provision of medical diagnosis or treatment either on board or ashore during your cruise duration. This includes, for example, any additional services or facilities, which your hotel or any other supplier agrees to, provide for you where the services or facilities are not advertised in our brochure, and we have not agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the US, which would have applied had those services been provided in the US. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

Our limit of liability

This contract and the terms and conditions of it are governed by NSW law. The terms below regarding the limits of liability under certain International Conventions are only applicable in the event that any of those Conventions are found applicable as a matter of NSW law. In all other circumstances our limit of liability is that set out in the Civil Liability Act (NSW) 2002. In addition, nothing in these terms and conditions affects our right to limit our liability under the Limitation of Liability for Maritime Claims Act 1989.

- a) For guests making bookings which involve cruise itineraries where the place of departure and destination or the flag of the Vessel upon which the cruise is booked the provisions of the Convention relating to the Carriage of Passengers and their luggage by sea 1974 (‘The Athens

Convention') may apply to your cruise as well as the process of getting on and/ or off the ship at all times during your cruise. Please note however that Australia is not a signatory to the Athens Convention and unless the Athens Convention is deemed to apply as a matter of law, the terms of the Athens Convention do not apply as a matter of contract between you and us.

Where the Athens Convention does apply, for any claim involving death or personal injury or delay of or loss of or damage to luggage the only liability we have to you is in accordance with The Athens Convention. This means you are not entitled to make any claim against us which is not expressly permitted by The Athens Convention or which is in excess of the limits provided by The Athens Convention. Any claims covered under The Athens Convention must be made within the time limits set out in The Athens Convention. The Athens Convention limits the maximum amount we as the carrier have to pay if found liable in the event of death or personal injury or loss or damage to luggage and makes special provision for valuables. For claims concerning luggage and valuables, please see other clauses of these terms and conditions. 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. 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, except as otherwise expressly set out in the Booking Conditions, the most the carrier or hotel keeper concerned would have to pay under any contract or International Convention or Regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation or pursuant to their own terms and conditions in respect of a claim or part of a 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. Copies of the applicable International Conventions and Regulations are available from us on request.

- b) For guests making bookings which involve cruise itineraries where the place of departure or destination is a member state of the European Union, subject to such not being in conflict with local law, we limit our liability to you for death and personal injury or loss of damage to luggage in accordance with EU Regulation 292/2009 if that Regulation is found to be applicable. In all other cases as stated above our liability is limited pursuant to the Civil Liability Act 2002 and Limitation of Liability for Maritime Claims Act 1989.
- c) In summary, the current maximum limits that apply under EC 392/2009 in the event of our liability for death or personal injury caused by a shipping incident is 250,000 special drawing rights (SDRs) unless such is caused by an act of war, natural phenomenon, civil war, terrorism or any other exception set out in the Athens Convention. Where we are found to have been negligent this limit is increased to 400,000 SDRs. The limit of our liability for death and personal injury for non - shipping incidents is limited to 400,000 SDRs.

Your liability

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.

40. CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL

Except where we specifically say otherwise in these Information, Terms and Conditions, we cannot accept any liability or pay any compensation where your cruise or any other services we have promised to arrange or provide cannot be provided at all or as promised as a result of circumstances which are outside our reasonable control ("force majeure"). When we talk about circumstances which are outside our reasonable control, we mean any event which we or the supplier of the service in question could not have avoided even after taking all reasonable care. Such events include but are not limited to war or threat of war, acts of terrorists or threats of such acts, riots or civil unrest, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks, epidemics, mechanical difficulties (which we could not have anticipated or avoided despite our normal comprehensive mechanical checks) acts of God and any and all other circumstances whatsoever which are beyond our reasonable control.

41. OTHER CONDITIONS WHICH APPLY TO YOUR CRUISE

Airlines and our other suppliers have their own conditions which may apply to you. Some of these conditions may limit or exclude the airlines or other suppliers' liability to you, often in accordance with international conventions. Copies of the relevant parts of these conditions should be requested and obtained by you from the supplier.

42. PRICE AND BROCHURE ACCURACY

Azamara's policies and procedures are constantly evolving. At the time of printing, all those listed in our brochure were correct. Please note: The information, itineraries and prices shown in this brochure may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure that you check all details of your chosen holiday with your travel agent or with us direct at the time of booking.

43. USE OF PHOTOS, VIDEOS OR RECORDINGS

Guest hereby grants to Carrier (and its assignees and licensees) the exclusive right throughout the universe and in perpetuity to include photographic, video, audio, and other visual or audio portrayals of Passenger taken during or in connection with the Cruise or CruiseTour (including any images, likenesses or voices) in any medium of any nature whatsoever (including the right to edit, combine with other materials or create any type of derivative thereof) for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to the Guest. Such grant shall include the unrestricted right to copy, revise, distribute, display and sell photographs, images, films, tapes, drawings or recordings in any type of media (including but not limited to the Internet). Guest hereby agrees that all rights, title and interest therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

Guest hereby agrees that any recording (whether audio or video or otherwise) or photograph of Guest, other guests, crew or third parties onboard the Vessel or depicting the Vessel, its design, equipment or otherwise shall not be used for any commercial purpose, in any media broadcast or for any other nonprivate use without the express written consent of Operator. The Operator shall be entitled to take any reasonable measure to enforce this provision.

44. PRIVACY STATEMENT

Azamara is subject to Australian privacy laws. In addition, you may have certain additional privacy rights based on other factors, such as the country where you reside.

In order to process your booking, we will need to collect and process certain personal details from you. These details will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements, and any dietary restrictions which may disclose your religious beliefs. We may also need to collect other personal details such as your nationality, citizenship, gender and passport details in addition to the details mentioned above. If we need any other personal details, we will inform you of the details we require and for what purpose we need them before we obtain those details from you.

We may need to pass on your personal details to the companies and organisations that need to know them so that your holiday can be provided (for example our ships, shore excursion providers, your airline, hotel, other supplier, credit/debit card company or bank as required). We may also be required, either by law or by applicable third parties (such as Immigration Authorities) to disclose your details for various reasons; for example in the interests of protecting national security. Such companies, organisations and third parties may be outside Australia.

In the event that we disclose personal information to any third party we always make reasonable endeavours to ensure that the information will be treated in accordance with applicable privacy laws.

We would also like to store and use your personal details for future marketing purposes. We will only send you marketing communications if you have purchased a cruise holiday from us or have expressly opted in to receiving marketing from us. You can opt out at any time of receiving marketing by submitting a request through the Azamara Integrity Hotline or opting out in any email marketing communication.

All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept confidential save where disclosed as outlined above so we can fulfil your holiday or where you have consented to such disclosure or use for specific purposes. We will use only names and contact details for marketing purposes. If you do not wish to receive any marketing material, please let us know by submitting a request through the Azamara Integrity Hotline.

We are committed to ongoing training and quality assurance, a part of which sometimes involves the recording of telephone calls.

We also use CCTV (Closed Circuit Television) to monitor images on all Azamara ships for the purpose of crime prevention and the safety of our guests generally. We store these images for a short time in case

they are needed by investigative authorities. In some cases, we may store those images for longer if required to record an incident. For further information about the storage of CCTV images please submit a request through the Azamara Integrity Hotline.

To read our full Privacy Policy, please go to: www.Azamara.com/en-au/privacy-policy.

45. BROCHURES

When a new brochure is printed, its content replaces all previous editions of that brochure. Whilst every effort is made to ensure the accuracy of the brochure at the time of printing, regrettably errors may occasionally occur and information may have changed since printing.

Our brochure is issued by SP Cruises OpCo Limited, a Bermuda company.

46. TRADEMARKS

Azamara, Azamara Journey, Azamara Quest, Azamara Pursuit, Azamara Onward and Azamara Circle are trade/service/registered marks of SP Cruises OpCo Limited. Ships' registry: Malta.