## **Group Terms & Conditions**

#### 1. Standard Group Size Requirements

NCL (Bahamas) Ltd. d/b/a Norwegian Cruise Line and NCL America Inc. (hereinafter collectively referred to as "NCL") require: that a group consist of at least 16 full farepaying adult (21 years of age and over) passengers, occupying a minimum of 8 cabins. For special cruises, minimum requirements may vary. Groups of 100 cabins or more and incentive groups are non-standard groups and as such, are subject to other Terms and Conditions.

#### 2. Complimentary Cruise-Only Tour Conductor

NCL's Group Policy for cruises allows one complimentary cruise -only Tour Conductor for every 16 full fare paying passengers or 8 staterooms, based on double o c c u p a n c y for cruises. The 16th passenger will be the complimentary Tour Conductor berth. For certain cruises, this Tour Conductor will be in the category in which the majority of the group space has been sold, subject to availability; but at all times, subject to NCL's discretion. If the same number of staterooms has been sold in two ormore categories, the Tour Conductor is based on the lowest of those categories. Third and fourth passengers do not count towards the Tour Conductor. Single, paying minimum of 150% of the full fare will count as one guest. Single, paying 200% of the full fare will count as two guests. Complimentary cruise- only Tour Conductor is non-discountable and non-commissionable. In order to qualify for group rates regardless of length, 16 full fare paying passengers or 8 staterooms based on double occupancy are required.

# Note: NCL's Group Policy for 1-2 day cruises allows one maximum complimentary cruise-only Tour Conductor for 16 full fare paying passengers, based on double occupancy for cruises.

\*\*On Epic, Breakaway, Getaway and Escape two single staterooms TS/T1 category count as 1 cabin towards tour conductor credit.

#### 3. Fares

NCL reserves the right not to honor any group fare that it determines was erroneous due to printing, electronic, or clerical error.

All fares are subject to change without notice. In addition passengers will be responsible for and will be charged taxes, fees and charges imposed by governmental orquasigovernmental authorities including port authorities and fuel surcharges, security surcharges or similar incidental surcharges

Singles within the group must pay 200% of the adult group fare. A child traveling as the second passenger pays the adult group fare. Should the number of full farepaying adult passengers in the group fall below the minimum group size requirement, the complimentary cruise-only tour conductor allowance and any other consideration will be withdrawn, and NCL reserves the right to cancel the group tour and /or charge a supplement. Tour packages and Travel protection are commissionable, as agreed.

#### 4. Commission

NCL's standard travel agent commission will apply to group bookings and the discountable portion of the fare. The non-discountable and non-commissionable amount of the fare includes taxes, fees and charges imposed by governmental or quasi-governmental authorities, including port authorities, and fuel surcharges, security surcharges or similar incidental surcharges, as well as cocktail parties and other onboard amenities or any other purchases of a personal nature. Tour packages, andTravel protection, are commissionable, only as agreed by NCL and travel agent.

Payment of commissions due hereunder is conditioned upon NCL's receipt of the full payment for the cruise booking. Commission is protected on reservations that cancel within 100% cancellation fee period.

## 5. Service Charge

Norwegian Cruise Line has a service charge of US \$12.95 per person per day for all categories (excluding Haven and Suites), Haven and Suites \$14.95 per person per day. The service charges will be added to the guest's onboard account. There is no charge forchildren under the age of three. Our crew is encouraged to work together as a service team and compensated by a combination of salary and incentive programs that the service charge supports. It is our earnest wish that you enjoy your Freestyle Cruise experience and that our entire crew in all areas of the ship will provide you with the standard of service for which NCL is known. Therefore, if you have any concerns about the service you receive during your cruise; please bring them to the immediate attention of our reception desk staff on board so that we can address any issues in a timely manner before the cruise is over

Norwegian has a structured guest satisfaction program on board designed to handle any concerns raised by our guests relating to the service or on board product quickly and efficiently. In almost all cases we are able to come up with a satisfactory solution to any issues which are raised and make sure our guests can focus on enjoying their cruise vacation. In the unlikely event we cannot satisfactorily resolve e the issues through our guest satisfaction program; guest will be able to adjust theservice charge according to the level of inconvenience they feel they have experienced. Our clear priority is to have the opportunity of resolving the issue, when it happens, to everyone's complete satisfaction.

#### 6. Promotional Material

A variety of collateral and promotional items are available to assist travel agent in its group marketing activities. Please contact NCL's distribution center through NCL'smain telephone number.

NOTE: Discounted group rates may not be included in any way, in the advertising or promotion of group space to the general public, through public media; nor maygroup space be resold to other travel agencies. NCL reserves the right to cancel all group space, whether sold or unsold, should either situation occur.

#### 7. Payments and Space Requests

By confirming a request for space, as opposed to a request for a cabin assignment, which is described below under paragraph 8 hereof, NCL guarantees confirmation by category, not by cabin location. The payment schedule set forth in Table A under paragraph 8 hereof, applies to all standard groups.

NCL MAY RECLAIM SPACE WITHOUT NAMES AND CONFIRMING CABIN DEPOSITS (hereinafter referred to as "UNSOLD SPACE") AND/OR ALL GROUP ALLOTMENTS AT ANY TIME, WITHOUT ANY LIABILITY TO TRAVEL AGENT AND/OR PASSENGER.

## 8. Payment Dates

Groups 8 to 16 cabins will have no initial deposit; full deposit will be due 120 days prior to sailing. Groups 17 to 99 cabins will have the initial deposit due 60 days after booking; second deposit is due no later than 120 days prior to sailing. Final payment schedules are listed in Table A set forth below under paragraph 8 hereof. Groups that book between 150 and 75 days prior to sailing must pay cabin deposit within 2 weeks of the booking date. Groups that book less than 75 days before sailing must pay in full within 48 hours. Payments not received by due dates will result in cancellation of booking and/or confirmed space, cancellation fees and rebooking fees. All Unsold Space is automatically released.

## 9. Cabin Assignments

Cabin assignments require a deposit within 7 days of booking if such assignments are done before the second deposit is required. The amount due for cabin assignments is the cabin deposit, which is the sum of the initial and second deposit. If cabin deposit has already been received, cabin assignment will be done without additional deposit requirements. NCL reserves the right to require cabin assignments and cabin deposit at any time. Triple/quad cabins are limited and are available on a request basis only. The travel agent cannot guarantee third and fourth passengers to clients until prior confirmation has been obtained from NCL. Cabin upgrades are subject to availability at current rates.

## Table A - Payment Schedule 8 to 16 Cabins

Cruise Type	Deposit	Confirming Cabin Deposit	Final Payment	Final Payment Holiday Sailings	
1-2 days	\$50 per person	\$50 per person	60 days prior to sailing	90 days prior to sailing	
3-5 days	\$100 per person	\$100 per person	60 days prior to sailing	90 days prior to sailing	
6-9 days	\$250 per person	\$250 per person	75 days prior to sailing	90 days prior to sailing	
Hawaii	\$250 per person	\$250 per person	90 days prior to sailing	90 days prior to sailing	
10 days or more	\$400 per person	\$400 per person	75 days prior to sailing	90 days prior to sailing	
Category H1 1-5 day sailings only	\$750 per person 1st & 2nd \$250 per person 3-8 \$1500 Single	\$750 per person 1st & 2nd \$250 per person 3-8 \$1500 Singles	120 days prior to sailing	120 days prior to sailing	
Category H1 6 days or more	\$2500 per person 1st & 2nd \$250 per person 3-8 \$5000 Singles	\$2500 per person 1st & 2nd \$250 per person 3-8 \$5000 Singles	120 days prior to sailing	120 days prior to sailing	
Category H2-H9 1-5 day sailings only	\$250 per person 1st & 2nd \$250 per person 3-8 \$500 Singles	\$250 per person 1st & 2nd \$250 per person 3-8 \$500 Singles	120 days prior to sailing	120 days prior to sailing	
Category H2-H9 6 days or more	\$750 per person 1st & 2nd \$250 per person 3-8 \$1500 Singles	\$250 per person 1st & 2nd \$250 per person 3-8 \$1500 Singles	120 days prior to sailing	120 days prior to sailing	

### Table B - Payment Schedule 17 to 99 Cabins

Cruise Type	Initial Deposit	Second Deposit	Confirming Cabin Deposit	Final Payment	Final Payment Holiday Sailings
1-2 days	\$12.50 per person	\$37.50 per person	\$50 per person	60 days prior to sailing	90 days prior to sailing
3-5 days	\$12.50 per person	\$87.50 per person	\$100 per person	60 days prior to sailing	90 days prior to sailing
6-9 days	\$12.50 per person	\$237.50 per person	\$250 per person	75 days prior to sailing	90 days prior to sailing
Hawaii	\$12.50 per person	\$237.50 per person	\$250 per person	90 days prior to sailing	90 days prior to sailing
10 days or more	\$12.50 per person	\$387.50 per person	\$400 per person	75 days prior to sailing	90 days prior to sailing
Category H1 1-5 day sailings only		\$750 per person 1-2 \$250 per person 3-8 \$1500 Single	\$750 per person 1-2 \$250 per person 3-8 \$1500 Single	120 days prior to sailing	120 days prior to sailing
Category H1 6 days or more		\$2500 per person 1-2 \$250 per person 3-8 \$5000 Singles	\$2500 per person 1-2 \$250 per person 3-8 \$5000 Singles	120 days prior to sailing	120 days prior to sailing
Category H2-H9 1-5 day sailings only		\$250 per person 1-2 \$250 per person 3-8 \$500 Singles	\$250 per person 1-2 \$250 per person 3-8 \$500 Singles	120 days prior to sailing	120 days prior to sailing
Category H2-H9 6 days or more		\$750 per person 1-2 \$250 per person 3-8 \$1500 Singles	\$750 per person 1-2 \$250 per person 3-8 \$1500 Singles	120 days prior to sailing	120 days prior to sailing

## Table C - Automatic Space Reduction

All Cruise Days	Reduction Schedule	
120 days prior to sailing	All remaining space is automatically released	

#### 10. Fuel Supplement

The Company reserves the right to re-instate the fuel supplement for all guests should the price of light sweet crude oil according to the NYMEX (New York MercantileExchange Index) increase above \$65 per barrel.

#### 11. Name Changes for Cruise, Air, Land and Other Add-ons

Name revisions or substitutions are not permitted without the approval of NCL. All name revisions or substitutions are considered reservation cancellations and new booking and regular cancellation fees apply. If NCL approves a name revisions or substitution, such change will be subject to a cancellation fee in accordance with the Cancellation Policy set forth below under paragraph 12 hereof.

\* Add-on charges include all other charges, beyond cruise, air and land price.

## 12. Rooming List

NCL must receive the final rooming lists in-house no later than 60 days before sailing for 1 to 5 day cruises, 75 days before sailing for cruises 7 days or more; NCL mayrequire rooming lists at 105 days prior to sailing for certain cruises, including international, holiday, theme cruises and special sailings.

#### 13. Cancellation Policy

#### Table D - Cancellation Schedule

Cruise Davs	Davs to Sailing Cruise	Cruise/Cruise & Stav Cancel Fee	Air Cancel Fee	l and Cancel Fee	*Add-on Cancel Fee
ordisc buys	75-61	Deposit	\$0	\$0	\$0
	60-45 days	Deposit	\$100	\$0	\$0
1-5 days	44-30 days	50%*	50%	50%	50%
1-5 days	29-15 days	75%*	75%	75%	75%
1-5 days	14 days or less	100%	100%	100%	100%
1-5 days	90-76	Deposit	\$100	\$0	\$0
1=§ days	75-63 days	25%	25%	25%	25%
Holiday	62-42days	50%*	50%	50%	50%
	41-21 days	75%*	75%	75%	75%
	20 days or less	100%	100%	100%	100%
1-5 days	120 days prior to sailing	\$0	\$0	\$0	\$0
Category H1-H9	119-90 days	25%*	\$0	\$0	\$0
	89-56days	50%*	\$100	\$0	10%
	55 days or less	100%	100%	100%	100%
6 days or more	90-76	Deposit	\$0	\$0	\$0
-	75-56 days	Deposit	\$100	\$0	\$0
	55-30 days	50%*	50%	50%	50%
	29-15 days	75%*	75%	75%	75%
	14 days or less	100%	100%	100%	100%
6 days or more	120 days prior to sailing	\$0	\$0	\$0	\$0
Category H1-H9	119-90 days	25%*	\$0	\$0	\$0
	89-56days	50%*	\$100	\$0	10%
	55 days or less	100%	100%	100%	100%
6 days or more	90-76	Deposit	\$100	\$0	\$0
Holiday	75-63 days	25%	25%	25%	25%
	62-42days	50%*	50%	50%	50%
	41-21 days	75%*	75%	75%	75%
	20 days or less	100%	100%	100%	100%
Hawaii	90-76	Deposit	\$100	\$0	\$0
	75-63 days	25%	25%	25%	25%
	62-42days	50%*	50%	50%	50%
	41-21 days	75%*	75%	75%	75%
	20 days or less	100%	100%	100%	100%

#### \* Or deposit, whichever is greater

#### 14. Refunds

Refund processing time is approximately four 4 to six 6 weeks after sailing. Credit card refunds must be refunded to the card originally used. No refunds are issued for cancellations received after sailing.

## 15. Travel Protection Plan

NCL Book Safe Travel Protection Plan is available to all U.S. and Canadian residents who are part of the group. Payment must be made prior to commencement of cancellation fee period.

#### 16. <u>Air/Sea</u>

Airline seat availability is subject to capacity control and may not be available on certain sailing dates. NCL may not be able to confirm waitlisted gateways. For air/seapassengers, NCL will only block air space upon receipt of cabin deposit, designation of air/sea cities and passenger names. Confirmation of air space is subject to carrier availability and NCL reserves the right to withdraw air space at any time. NCL will only assign flight itineraries at sixty (60) days prior to departure, provided full payment is received, so as to prevent any untimely release or non-use of air space close to the sailing date. Late submission of rooming lists or a final payment will result in air allocations being revoked by the airlines. NCL reserves the right to choose air carriers and routings; therefore, flights may not be non-stop or direct. Shouldpassengers require specific arrangements (i.e. non-stop flights at specific hours, a particular airline, groups traveling together, etc.) please contact the NCL Premium Air Desk. Service fees, other charges and restrictions may apply. NCL reserves the right to substitute any previously designated airline or scheduled flights without incurring any liability to passengers or the travel agent on account thereof. NCL will not be responsible for any expenses or other consequences due to any

Cause beyond NCL's control or resulting from inclement weather, strikes, flight cancellations or changes/delays in the ship's schedule or in routing made by a passenger, group, travel agent or airline.

## 17. Ground Transportation

Ground Transportation is available for purchase on all Air/Sea and Cruise-only reservations; transportation request for cruise- only guest will require guest's independentair information to be given to NCL and be within the recommended flight arrival and departure times for your cruise. Ground Transportation is subject to your group's cancellation policy.

IMPORTANT: NCL reserves the right to cancel air seats without notice if full payment is not received by date due. If air seats are cancelled, further allocations will besubmitted on a "waitlist" basis only. The air add-on may be subject to a higher rate than originally quoted.

#### 18. Shore Excursions

Norwegian Cruise Line offers travel partners with groups of 40 or more volume discounts on published tours. These discounts will range from 10% to 25% off the standard tour pricing and can be retained by the travel partner or passed through to their clients. Norwegian Cruise Line also offers customized tours for groups of 40guests or more at competitive net rates. Contact info to book your shore e x c u r s i o n s :

- ShorexGroups@ncl.com
- · Colleen Kastan at 305-468-2369
- ckastan@ncl.com

In consideration of the group pricing afforded to travel agent, travel agent hereby agrees to offer to its group, only the third-party conducted shore excursions offered forsale through NCL ( to the exclusion of all other third- party offered shore excursions regardless of the source). NCL is not responsible for any losses, damage, death, injuries, or claims whatsoever arising from, connected with, or related to any activities engaged in by cruise guests while off NCL's ships in any port of call. This includes all shore excursions, whether sold onboard or sold by third parties ashore. Cruise guests engage in all such activities off the ship at their own risk.

#### 19. Final Boarding Time Policy

Guest agrees to board the ship at the embarkation port not less than one hour before the scheduled departure time. Guest acknowledges that it is the Guest's responsibility not to miss such final boarding time and the ship's scheduled departure from the embarkation port. Any and all costs incurred as a result of Guest notboarding the ship on time at the embarkation port shall be borne by the Guest.

Guest further agrees, in all ports of call, to return to the ship not less than one hour before the scheduled departure time. Guest also acknowledges that shipboard and shore side clocks may have different times, but it is Guest's responsibility to return to the ship so as not miss the ship's departure. Any costs associated with transporting Guest to rejoin the ship including, but not limited to, government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall beborne by the Guest.

#### 20. Other Important Group Terms & Conditions

a. NCL shall have the absolute right at any time to withdraw, lease, charter, sell or otherwise dispose of its ships. If prior to sailing NCL removes the ship from service, NCL shall in its discretion and in full settlement of its obligation hereunder, either cancel this agreement and make a full refund of all monies deposited hereunder, or furnish another ship with the same or similar itinerary and accommodations. NCL shall not be liable if the ship does not sail on or about the scheduled or advertised date; or should the itinerary change for any reason.

b. All cruise guests are required to carry a passport valid for 6 months after disembarking the ship and necessary visas. Expired passports are not acceptable. Cruise guests are responsible to check with travel agent, local immigration office and/or respective embassy or consulate to determine all current requirements for passports, visas and other documentation, including vaccinations for infectious diseases. Non-U.S. citizens must have a valid passport and any necessary visas, and other required documentation. In addition, non-U.S. citizens who have previously been admitted to the U.S. for permanent residence must carry their Permanent Resident Card (Form i-551), commonly known as a Green Card. Cancellations due to lack of appropriate travel documentation ( i.e., visas, passports, etc.) will incur cancellation fee pursuant to paragraph 11 hereof.

c. The parties acknowledge that travel agent is not an employee, partner, joint venture or agent of or with NCL or any of its vessels, nor is travel agent intended to be any of the foregoing, and nothing herein shall be construed as placing the parties in a relationship of employer-employee, partners, joint ventures, or principal/agents.

d. NCL shall have no liability for any consequential, special, contingent or incidental damage or loss whatsoever, including, without limitation, loss of profit, revenue or bargain, arising out of or in connection with the Group Agreement and Group Terms and Conditions. Travel agent hereby waives (to the fullest extent permitted by law) any claim, lien, encumbrance or charge it may have over NCL's cruise ships, and all rights to arrest any NCL vessel, in connection with any claim arising hereunder against NCL (without prejudice to any other rights it may have to pursue any other remedies against NCL). In the event that the group's cruise is canceled in its entirety and NCL does not otherwise offer alternative cruise arrangements, NCL's sole obligation to Travel Agent is to refund monies that were paid to NCL.

e. NCL and NCL's vessels shall have the right at all times to avail themselves and have the benefit of any limitation of liability or exoneration of liability rule, regulation or statute in the applicable forum, including, but not limited to 46 U.S. Code, Paragraphs 181-186, the International Convention Relating to Limitation of the Liability of Seagoing Ships 1957 (the Brussels Convention), and the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea 1974 (the Athens Convention). Furthermore, NCL disclaims all liability to travel agent and his/her group clients for damages for emotional distress, mental suffering or psychological injuryof any kind except to the extent such disclaimer is prohibited by 46 U.S.C. § 183c(B). f. In making any arrangements for the care or transportation of any passenger or his or her baggage by any connection or other carrier, railway, vessel, craft, transportation company, tramway, carriage, automobile, aircraft, or otherwise than by the applicable vessel, or by such tenders as are supplied to embark or disembark passengers in or from the same, or in making any arrangements for shore accommodations, victualing, amusement or entertainment for any passenger, or for any other service or facility whatsoever for any passenger otherwise than aboard the vessels, or such tenders as aforesaid, it is understood and agreed that NCL is acting solely inthe capacity of agent for the party or parties actually providing such care, transportation, accommodation, victualing, amusement, entertainment, service or facility as aforesaid, and that the same are provided subject to the terms appearing in the tickets, vouchers, or notices for the time being in force of such party or parties, or otherwise imposed by such party or parties. It is further understood and agreed that NCL is not to be, or to be held liable for the acts, neglect, default, or omission of anyparty whomsoever in respect of any events, matters, or things, whatsoever, or wheresoever, elsewhere than aboard the vessel, or such tenders as are supplied at the sole expense of NCL for the purpose of embarking or disembarking passengers in or from such vessel.

g. Travel Agent represents that it has the authority to authorize and hereby authorizes NCL to include Travel Agent in NCL's "Fax -Back" program, a program where NCL advises travel agencies of NCL's promotions, sailings, and vessels through facsimile transmissions.

h. NCL reserves the right to change, modify, add, or remove portions of these terms and conditions at any time at NCL's discretion.

i. These terms and conditions are effective until terminated by NCL, for any reason, with or without notice. Upon termination, you must destroy all materials obtained from NCL and all copies thereof, whether made under these terms and conditions or otherwise.