

PASSAGE CONTRACT

IMPORTANT NOTICE TO PASSENGERS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND CARRIER, AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU, TO THE FULL EXTENT PERMITTED BY LAW, PARTICULARLY SECTION 12 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES AND SECTIONS 13 THROUGH 15 LIMITING CARRIER'S LIABILITY, AND YOUR RIGHT TO SUE OR ARBITRATE.

1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

Upon booking the Cruise, each Passenger explicitly agrees to the terms of this Passage Contract. Upon receipt of the Cruise Fare, Carrier accepts the Passenger(s) named on the passage ticket for the Cruise subject to the terms of this Passage Contract.

Passenger acknowledges and agrees that, except as otherwise expressly provided herein, the interpretation, applicability, and enforcement of this Passage Contract shall be governed exclusively by the laws of Japan, which replaces, supersedes and preempts any provision of law of any nation to the contrary.

This Passage Contract constitutes the entire understanding and agreement between You and Carnival plc ("Carrier"), and supersedes any prior oral, implied, written or other representations or agreements between You and Carrier. This Passage Contract governs the relationship between You and Carrier, whether the Cruise is purchased by You or on Your behalf, and can only be modified by a writing signed by Carrier. You may not sell, assign, transfer, transfer on trust or encumber the passage ticket, which shall include eTickets, and permit no person other than that named in the passage ticket to use the passage ticket any failing of this shall impose on You joint and several liability for any consequences thereof. Any portion or provision of this Passage Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability and, except as noted in Section 15(B)(ii) below, shall be severed from this Contract without affecting in any way this Passage Contract in totality or the remaining provisions of the Passage Contract which shall remain in full force and effect.

For the purposes of the defenses, limitations of liability and rights of the Carrier set forth in this Passage Contract only, "Carrier" also includes the ship named on the passage ticket (or any substituted ship), the ship on which you in fact board upon instruction of Carrier or agent or any crew member, the ship's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof, the ticket sales agent Carnival Japan Inc., and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

"Cruise" means the scheduled voyage as published in the passage ticket issued in connection with this Passage Contract, as may be amended pursuant to this Passage Contract, from the port of embarkation to the port of disembarkation, and also includes any air, rail, road or sea transport and any land accommodation components of any land-sea package sold, taken with or included in the price of the Cruise, and any activities, tours, or shoreside facilities related to or offered during the Cruise.

"Cruise Fare" means the total amount payable by You to Carrier for Your Cruise. It covers the Cruise, scheduled meals and accommodations while on board, air programs and/or other travel components that Carrier may add to Your Cruise Fare and charge to Your stateroom account and/or credit card. The Cruise Fare does not include beer, wine, spirits, sodas or other bottled beverages, gratuities, hotel services charge(s) or charges for other incidental items, activities, excursions, transportation or personal services during or in connection with the Cruise; or any Taxes, Fees and Port Expenses, airline or other carriers' services or baggage fees, for which a separate charge may be imposed.

"You," "Your" and "Passenger" mean the person(s) purchasing or booking the Cruise and persons in their care, including any minor, and their heirs, relatives and personal representatives. Any Passenger purchasing or booking the Cruise represents that he or she is authorized by all accompanying Passengers to accept and agree to all the terms and conditions set forth herein.

“Taxes, Fees & Port Expenses” as used by Carrier, may include any and all fees, charges, tolls and taxes imposed on us by domestic and/or foreign governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel’s presence in a harbor or port. Taxes, Fees & Port Expenses may include Customs fees, tolls, head taxes, port fees, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Port Expenses include fees paid to third parties associated with navigation, berthing, stevedoring, baggage handling/storage, and security services. Taxes, Fees, & Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Ship. Taxes, Fees & Port Expenses are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

2. PASSENGER’S OBLIGATIONS.

(A) Before You board the ship, You must:

(i) Pay Your Cruise Fare.

(ii) Familiarize yourself with the Passage Contract.

(iii) Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor’s permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which You will travel.

It is the Passenger’s sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Passengers are advised to check with their travel agent or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

(iv) Arrive at least two hours before the scheduled or amended sailing time and have with You all required documentation.

(v) Attach a completed Carrier luggage tag to each piece of baggage.

(vi) Be sure that You and any person in Your care are fit to take the Cruise. (See Section 9).

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

(C) Prior to disembarking the ship, You must pay in full all amounts charged to Your stateroom account.

Carrier shall not be liable for refund, payment, compensation or credit of any kind, nor damages resulting from Your failure to comply with any of the requirements set forth above.

3. NOTICE CONCERNING SAFETY AND SECURITY.

Carrier visits a large number of ports in numerous countries around the world. At any given moment there are likely to be “trouble spots” in the world in terms of war, terrorism, crime, Act of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Passengers while off the ship. Accordingly, it may be necessary to change, cancel or terminate the scheduled cruise or any activities related to the cruise, including without limitation port visits. Although Carrier endeavors to provide reasonable protection for Your comfort and safety onboard its ships, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Passengers that they must ultimately assume responsibility for their actions while ashore. Carrier strongly recommends that Passengers and their travel agents review travel advisories and warnings issued by such agencies as the Ministry of Foreign Affairs and other similar government agencies when making travel decisions.

4. RIGHT TO REFUSE BOOKING AND PASSAGE; CANCEL RESERVATION; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.

Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any Doctor, You or any minor or other person in Your care during the Cruise are unfit for any reason for the Cruise, or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason. Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. If You are required to remain on board the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You or those accompanying You. Passengers who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel, and understand and agree Carrier strictly prohibits such persons from boarding. If Carrier refuses to allow You on board in advance of the Cruise for any of the reasons referred to in this Section, a refund of the Cruise Fare, if any, will be made based on the timing of such refusal in accordance with Section 6 and Carrier will have no further liability. If You become unfit to travel for any reason during the Cruise and/or disembark early, Carrier shall not be liable for any refund, payment, compensation, credit or resulting damages of any kind.

5. ELIGIBILITY REQUIREMENTS; DRINKING; TOBACCO; GAMING; ALCOHOLIC BEVERAGES.

The minimum Passenger age is 6 months on itineraries for roundtrip sailings for China, Japan and Singapore as well as Alaska, Canada/New England, Caribbean, Europe, Mexico, Panama Canal itineraries. The minimum passenger age is 12 months on itineraries for Asia (not including roundtrip sailings from China/Singapore/Japan), Orient & Africa, Australia & New Zealand, Hawaii, South America, South Pacific and Transatlantic & Transpacific. Carrier is unable to accept a booking or subsequently carry a Passenger who is below the minimum age or who will enter the 24th week of pregnancy by the last day of the Cruise. Carrier reserves the right to refuse passage to any Passenger who is below the minimum age, or who appears to be in an advanced state of pregnancy and Carrier shall have no liability whatsoever in respect of either such refusal and/or carriage of any such Passenger.

For cruises operating in Japan and Singapore all passengers under the age of 20 must travel with a passenger age 20 or older. For cruises operating in Australia specific age limits apply and Passenger should consult with their travel agent or refer to the relevant travel brochure for more information. For all other cruises, Passengers under the age of 21 years must travel with a Passenger 21 years or older. For families and groups booking multiple staterooms, the minimum age for at least one person in each stateroom is 16 years of age, provided they are traveling with a parent or legal guardian. Carrier is unable to accept group reservations for student or youth groups that do not conform to our minimum age requirements. Each passenger agrees and warrants that he/she will supervise any passenger in his/her care at all times to ensure all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Passengers under their supervision.

For all vessels sailing from Japanese ports, the minimum age for gaming activities and drinking alcohol is 20 years or older. For all cruises originating from Australian or Asian ports other than Japan, as well as round trip sailings from Southampton, the minimum drinking and gambling age is 18 years or older. For all vessels sailing from Japanese ports, no Passenger under the age of 20 may purchase, possess or consume alcohol or tobacco products during the Cruise. Indoor areas onboard the vessels are non-smoking and smoking is only permitted in designated sections. Outdoor smoking areas are clearly posted throughout the vessel. Smoking is prohibited in Passenger staterooms and balconies. Violations to the onboard smoking policy will result in a \$250 fine for each occurrence, which will be charged to Your stateroom account. Repeated violations may result in You being disembarked prior to the end of the Cruise without any refund. The use of electronic cigarettes is allowed within the confines of the passenger's stateroom (balcony not included) and within designated smoking areas only.

Passengers agree not to bring alcoholic beverages of any kind on board for consumption except one bottle of wine or champagne per adult of drinking age (no larger than 750ml per voyage). Consumption of personal wine or champagne is limited to Your stateroom. Additional wine or champagne bottles are welcome but will incur a corkage fee of \$15.00 U.S.D. per bottle (which

is subject to change without notice) irrespective of where they are intended to be consumed. . Any wine(s) or champagnes supplied by the Carrier to You as a gift are not subject to a corkage fee. Liquor, spirits or beers are not permitted. You must surrender alcoholic beverages that are purchased duty free from the ship's gift shop, or at ports of call, to Carrier, which will be delivered to Your stateroom on the last day of the voyage. Carrier is not responsible for any alcoholic beverages confiscated by shoreside security staff. Any confiscated alcoholic beverages are not eligible for monetary refund or replacement.

You further agree to abide by all age, gender or other eligibility requirements applicable to any other activities, services or facilities available during the Cruise, including but not limited to those associated with use of any spa facilities, and to ensure that You supervise the use of any such facilities by any minor in your care. There may be age restrictions applicable to various activities aboard the ship, which are established for the safety and well-being of all participants. Carrier and all independent contractors, as the case may be, reserve the right to revise eligibility requirements for activities during the cruise for safety or other lawful reasons from time to time, and with which each Passenger agrees to comply.

6. CANCELLATION BY YOU, REFUND; AND YOUR TRAVEL AGENT.

You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this Section. Any refunds will be made directly to Your credit card account or Your travel agent and You must receive Your refund directly from these sources. You may cancel by telephone or electronic advice via a Carrier-approved Computer Reservation System, provided Carrier immediately receives written confirmation of cancellation. In such case cancellation shall be deemed effective as of the close of business Japan Standard Time on the date You communicated such cancellation.

The amount of cancellation fee varies based on length of sailing for cruise/cruisetour and timing of cancellation for cruise/cruisetour and Cruise Plus package. Please refer to Your booking summary for the cancellation policy that applies to Your booking or contact Your travel representative.

CANCELLATION POLICY EXCEPTION(S) 1.If You have purchased a specially priced promotion where the deposit is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit of any kind of Your deposit under any circumstance if You cancel Your booking. 2. If You have purchased a specially priced promotion that is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit of any kind of Your Cruise or Cruisetour fare if you cancel Your booking.

If You have purchased travel protection under the At Ease Waiver program, You must notify the provider of this program, Princess Cruises, of any cancellation in accordance with all applicable requirements. Refunds or credits available under the At Ease Waiver program are subject to the terms of that program. If You purchased Your air tickets through Carrier, all airline tickets are the property of Carrier and must be returned to and are refundable only to Carrier.

Travel Agent: Your travel agent acts for You in making the arrangements for Your Cruise and any related travel, lodging and shore excursions and tours. Carrier is not responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other monies to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You. You acknowledge that Your travel agent acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. Further, receipt by Your travel agent of this Passage Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You. You agree Carrier is not responsible for the financial condition or integrity of any such travel agent. In the event that Your travel agent fails to remit to us any monies paid by You to the agent, You remain liable for the monies due Carrier, regardless of whether Carrier demands payment. No refund, payment, compensation or credit of any kind will be provided by Carrier, should You or Your travel agent have to cancel or cut short Your Cruise, unless You have purchased travel protection under the At Ease Waiver program and meet the eligibility criteria of that program. If You receive a refund, payment, or credit of any kind (including, but not limited to, cancellation fees) from Carrier or its ticket agent which is less than the amount represented or promised to You by Your travel agent, Carrier and its ticket sales agent shall not be liable for such shortage.

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

Carrier may, for any reason, without prior notice, cancel or amend the cruise; deviate from or change entirely scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the ship; comply with all governmental laws and orders given by governmental authorities; proceed without pilots; tow or be towed; assist other vessels; render assistance to preserve life and property; change the date or time of sailing or arrival; transship all or any Passengers to any other ship; change the port of embarkation or disembarkation; shorten or lengthen the Cruise or substitute ships, aircraft or other transportation or lodging. Accordingly, You should not make any important arrangements or meetings based on the scheduled Cruise, which may change without liability to Carrier.

You shall have no claim against Carrier, and Carrier shall not be liable for damages or a refund of the Cruise Fare, any portion thereof, or other refund, payment or compensation or credit of any kind; nor hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, which shall be the Passenger's responsibility, whenever the reasons for cancellation or change or any other actions or treatments or dispositions stipulated in the first sentence of this Article was beyond Carrier's exclusive control. Carrier's non liability extends without limitation to any of those causes described in Section 14(B) and/or inclement weather; health, medical or environmental considerations; labor, political or social disturbances or unrest; or safety reasons; or was based on a good faith belief by the Carrier or the ship's Captain that the Cruise or any portion thereof might endanger the vessel or expose any person or property to loss, injury, damage or delay. Whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind.

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and within the exclusive control of Carrier, You agree the liability of the Carrier, if any, shall nonetheless be limited as follows:

- (A) If Carrier cancels the Cruise before it has started, it may refund the Cruise Fare (less any air or accommodation charges incurred).
- (B) If the sailing is delayed and You are not accommodated on board the ship, Carrier may arrange accommodations and food at no additional expenses to You.
- (C) If the scheduled port of embarkation or disembarkation as specified in the passage ticket is changed, Carrier may arrange transportation to it from the originally scheduled port.
- (D) If the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Cruise Fare, transfer You to another ship or transport You to the scheduled final port.

Under no circumstances shall the Carrier be or become liable for consequential or other damages of any kind sustained by any Passenger except as expressly provided herein.

8. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.

You agree that You or Your travel agent must, at the time You book Your Cruise, inform Carrier in writing of any special need or other condition for which You or any other person in Your care may require medical attention or accommodation during the Cruise, or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Cruise, You must report it in writing to Carrier as soon as You become aware of it. Passengers acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Passengers requiring the use of a wheelchair must provide their own as Carrier's wheelchairs carried on board the vessel are for emergency medical use only. Failure to report any such condition will release Carrier, the shipboard doctor and all other personnel from any liability related to the accommodation or treatment of such condition or for any other conduct whatsoever in connection therewith. You acknowledge and agree Carrier may disembark or refuse to embark You or anyone under your care as set forth in Section 4.

9. NO ANIMALS.

No pets or other animals are allowed on the ship at any time except for certain necessary service animals of a disabled Passenger, which require written notification to the Carrier at the time of booking Your Cruise and Carrier's written approval. You further agree to determine and meet any documentary or other requirements related to the animal as required by any port of call in the countries to which you will travel. You will be subject to any fine, fee or other cost which results from improper documentation or noncompliance with applicable regulations, which amount may be charged to your stateroom account and/or credit card. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage, or expense whatsoever related to the presence of any service animal brought on the Cruise.

10. UNAUTHORIZED STOPOVER OR DISEMBARKATION.

Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at Your sole risk and expense, You may be denied subsequent boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind.

11. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF SHIP; NO SOLICITATION.

You shall be responsible for complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each country from or to which You will travel, as well as this Passage Contract. You must at all times obey all the rules, regulations and orders of the ship, Carrier and the Captain. You shall not solicit other Passengers for commercial purposes or advertise goods or services on board the ship without Carrier's prior written permission. You may be disembarked without liability for refund, payment, compensation or credit of any kind if You or any Passenger for whom You are responsible violate any of these requirements, and agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

12. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation may not be possible from every location to which the ship sails. All health, medical or other personal services in connection with Your Cruise are provided solely for the convenience and benefit of Passengers who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the ship or elsewhere at Your sole risk and expense without liability or responsibility of Carrier whatsoever, and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Your behalf. Doctors, nurses or other medical or service personnel work directly for Passenger and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers and other service personnel shall be considered independent contractors who work directly for the Passenger. Carrier recommends that You obtain Your own insurance and travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise.

13. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS.

You may take a reasonable amount of luggage on board containing only Your personal effects, which shall include suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and other personal effects necessary for the Cruise. If You travel by air or other transportation the terms and conditions of the airline or other transportation provider apply to Your carriage on those conveyances. You may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, any other items prohibited by applicable law, or any other item Carrier deems in its sole discretion to be detrimental to the safety or comfort of any person. You agree Carrier has, at all times with or without notice, the right to enter and search Your stateroom, personal safe or storage spaces, or to search You, Your baggage and/or personal effects at any location.

You agree that Carrier's liability for loss or damage to baggage or personal property is limited to ¥25,000 per bag or up to ¥40,000 if covered by At Ease Waiver program. In no event shall Carrier be liable for normal wear or tear of Your property or baggage. Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables, including but

not limited to those specified in Section 30503 of Title 46 of the United States Code. You agree that no such items will be presented to Carrier within any receptacle or container as baggage, and release Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. Such items must be shipped to Your destination by other means. You are strongly urged to keep valuables, irreplaceable items and medicines in Your possession at all times and not to pack such items in baggage or suitcases handled by others.

Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, cosmetics, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products, business or other documents under any circumstances, whether carried within Your luggage or otherwise. You may use the safe in Your stateroom; however, You agree use of the stateroom safe will not increase Carrier's liability as provided in this Passage Contract.

You agree that baggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed in writing for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and you relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You, Carrier assumes no responsibility whatsoever for otherwise delivering any such items, or delivering items that are prohibited by law.

14. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.

(A) General: In addition to the restrictions and exemptions from liability provided in this Passage Contract, Carrier shall have the benefit of the all statutes, laws of Japan or any other country, or any international convention providing for release from or limitation of liability.

(B) Acts Beyond Carrier's Control. Force Majeure: Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.

(C) Claims for Emotional Distress: Carrier shall not be liable to the You for damages arising from emotional distress, mental suffering or psychological injury of any kind, under any circumstances, when such damages were neither the result of a physical injury to the You, nor the result of You having been at actual risk of physical injury, nor were intentionally inflicted by Carrier.

(D) Assumption of Risk: You agree that by using the ship's pools, sauna's, athletic or recreational equipment or facilities or taking part in organized or individual activities, whether on or off the ship or as part of a shore excursion, You assume the risk of injury, death, illness or other loss and Carrier is not liable or responsible for it. You agree Carrier in no event is liable to You with respect to any occurrence taking place other than on the ship or launches, tenders or other craft owned or operated by Carrier.

(E) Shoreside Services and Other Transportation: All travel facilities, activities, products or services, other than aboard Carrier's vessels and tenders, provided in connection with, before, after or during Your Cruise, including but not limited to pre and post cruise activities, accommodations or transportation of any kind are not subject to Carrier's supervision or control. In providing or selling reservations or tickets in connection with any such activities, services and transportation or by accompanying You during such activities, Carrier does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, delay, damage, injury, death, misrepresentation or disappointment of any kind resulting therefrom. Carrier makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services, products or facilities. Any liability for such services will be governed by the terms and conditions of

the Passage Contract and the contracts and/or tariffs between You and such service companies. You agree that Carrier's liability, if any, for Non-Performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Carrier on the Passenger's behalf. Any company or person providing services or facilities of any kind in connection with an activity offered for purchase by Carrier shall have the benefit of every defense to which Carrier is entitled under this Passage Contract.

(F) Indemnification: You agree to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law or this Passage Contract by You or any minor or other Passenger in Your care.

15. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM.

The following provisions are for the benefit of the Carrier and any agents, independent contractors, concessionaires and/or suppliers of Carrier:

(A) Notice of Claims and Time Limits for Legal Action:

(i) Claims for Injury, Illness or Death: In cases involving claims for emotional or bodily injury, illness to or death of any Passenger, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier at Daiwa Ginza Bldg., 6F, 6-2-1, Ginza, Chuo-ku, Tokyo 104-0061, Japan within 6 months from the date of the injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death, and (3) valid service of the lawsuit is made within 90 days of filing the complaint by delivering a copy of the lawsuit to Carrier at Daiwa Ginza Bldg., 6F, 6-2-1, Ginza, Chuo-ku, Tokyo 104-0061, Japan.

(ii) All Other Claims: No claim of any kind, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Passage Contract or Passenger's cruise, other than for emotional or bodily injury, illness or death of any Passenger, shall be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to the Carrier within 15 days of the scheduled termination date of the Cruise as specified in connection with this Contract, (2) legal action on such claim is commenced within 6 months from such scheduled termination date, and (3) valid notice or service of any such action is effected upon Carrier within 90 days after commencement of the action.

(B) Forum and Jurisdiction for Legal Action:

(i) Claims for Injury, Illness or Death: All claims involving emotional or bodily injury, illness to or death of any Passenger whatsoever arising out of or relating to this Passage Contract or Your Cruise shall be litigated before Tokyo District Court in Tokyo, Japan to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

(ii) All Other Claims; Arbitration: All claims other than for emotional or bodily injury, illness to or death of a Passenger, whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Passage Contract or Passenger's cruise, with the sole exception of claims brought and litigated in small claims court shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") located in the District of Tokyo to the exclusion of any other forum. You agree the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. You consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding.

Neither party will have the right to a jury trial nor to engage in pre-arbitration discovery except as provided in the applicable arbitration rules. The arbitrator's decision will be final and binding. Other rights that you or carrier would have in court also may not be available in arbitration. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. Carrier and

Passenger further agree to permit the taking of a deposition under oath of the Passenger asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

All claims filed in small claims court, and any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond Your control, shall be litigated before Tokyo District Court in Tokyo, Japan, to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

(C) Governing Law: All claims arising out of or related to the Passage Contract or Your Cruise shall be governed by English law. If a court or tribunal applies any law other than English law, Carrier shall (in respect of all exclusions and limitations of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.

(D) Waiver of Class Action: this passage contract provides for the exclusive resolution of disputes through individual legal action on Your own behalf instead of through any class or representative action, even if the applicable law provides otherwise. You agree that any arbitration or lawsuit against carrier whatsoever shall be litigated by You individually and not as a member of any class or as part of a class or representative action, and you expressly agree to waive any law entitling you to participate in a class action. If your claim is subject to arbitration under section 15(B)(ii) above, the arbitrator shall have no authority to arbitrate claims on a class action basis. You agree that this class action waiver shall not be severable under any circumstances from the arbitration clause set forth in section 15(b)(ii) above, and if for any reason this class action waiver is unenforceable as to any particular claim, then and only then such claim shall not be subject to arbitration.

16. USE AND DISPLAY OF LIKENESS; PERSONAL DATA; PRIVACY NOTICE; PUBLIC WIRELESS SERVICES.

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Passengers, process, display and sell such photos to You and other Passengers. Carrier may utilize closed circuit television or other surveillance means on board the Vessel. You agree You may provide personal data to Carrier that may include Your name, street or email address, date of birth, passport, financial account, and/or telephone numbers, likeness, photograph or other information which would identify You personally. You may also provide Carrier or others certain sensitive data such as Your health, medical condition, dietary or religious restrictions, gender or sexual orientation. You agree Carrier may (a) keep Your personal and sensitive data ("PSD"); (b) use it in its business worldwide in accordance with its privacy policies; (c) share it with Carrier's affiliated/related companies, and (d) subject it to processing worldwide provided Carrier's safeguards are used.

You agree Carrier may disclose Your PSD to unaffiliated third parties: (a) after You request or authorize it; (b) to help complete a transaction for You; (c) to comply with law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas; (d) to enforce this Passage Contract or other agreements, or to protect the rights, property or safety of Carrier or others; (e) as part of a purchase, transfer or sale of services or assets (f) when provided to our agents, outside vendors or service providers to perform functions on our behalf; or (g) as described in Carrier's policies, as amended from time to time.

Carrier may, but is not required to, make wireless Internet or telephone access ("Wireless Services") available as a convenience; Carrier accepts no responsibility for interruptions in its service. You agree to use Wireless Services at Your own risk; Carrier shall not be liable in any manner for resulting claims (including without limitation lack of privacy), losses or damages. Using Wireless Services is public; information sent or received is not guaranteed to be private. Your PSD may be available to third parties. By using Wireless Services You agree Carrier may monitor, record, intercept and disclose any transmissions and may provide to others all information relating to all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law. You agree to comply with the Carrier's Terms and Conditions of Wireless Services.

Carnival plc, 07/2014