

Australian Terms and Conditions

Oceania Cruises

A. NOTIFICATION

1. INTRODUCTION

Information contained in this document is not an offer and does not, on its own, constitute a contract. The transportation of Guests and baggage on vessels operated by Oceania Cruises (“**Oceania Cruises**”, “**we**”, “**us**” or “**our**”) is provided solely by NCL Australia Pty Ltd ABN 80 607 578 781 and is governed by the terms and conditions of the **Customer Contract**, which is comprised of the Guest Ticket Contract, your booking confirmation (whether hard copy or electronic), the Passenger Bill of Rights and other applicable Oceania Cruises policies, and the terms, conditions and other information contained in this document (“**Australian Terms and Conditions**”). The Customer Contract contains information that affects your legal rights and we recommend that you read the terms carefully. A copy of the Guest Ticket Contract, booking confirmation, Passenger Bill of Rights and other applicable Oceania Cruises policies are available by contacting your Travel Agent or online at www.oceaniacruises.com.

The Customer Contract between each of our customers (“**you**” or “**Guest**”) and Oceania Cruises will govern the terms and conditions of that relationship and becomes effective upon booking a cruise or cruise package with Oceania Cruises. The Customer Contract only applies to bookings made in Australia and which we agree to make, provide or perform as applicable as part of our agreement with you.

To the extent of any conflict or inconsistency between:

1. the Guest Ticket Contract;
2. the Australian Terms and Conditions contained in this document;
3. the booking confirmation;
4. the Passenger Bill of Rights and other applicable Oceania Cruises policies;
5. the terms of any Oceania Cruises advertisement or offer; and
6. the oral or written representations of any Oceania Cruises representative,

these Australian Terms and Conditions will take precedence.

These Australian Terms and Conditions apply to Australian based customers as follows:

- Sections A and C comprise general terms and conditions which apply to all service offered by Oceania Cruises, including the cruises operated by Oceania Cruises and any ancillary services;
- Section B contains terms and conditions that apply to the cruises operated by Oceania Cruises (“**Cruise Terms and Conditions**”).

Please note that the Australian Terms and Conditions should be read in their entirety before booking a cruise or other additional component with us.

The operation of certain laws such as the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (“**CCA**”) and similar state-based consumer legislation cannot be excluded by law (“**Consumer Laws**”). Nothing in the Customer Contract alters any protection afforded by the relevant Consumer Laws. All prices in these Australian Terms and Conditions are quoted in Australian Dollars and include relevant taxes and fees (such as Australian goods and services tax (“**GST**”), as applicable), unless specified otherwise.

Please note that the information and prices shown in this document may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the document information and prices at the time of printing, regrettably errors do occasionally occur. You will be advised of the current price of any cruise or additional component that you wish to book before your contract is confirmed.

2. BOOKING PROCEDURE AND CREATION OF A CONTRACT

In order to make a booking, please contact your Travel Agent or an Oceania Cruises representative at our Australian Contact Centre on 1300 355 200. In order to confirm a booking a deposit is payable in accordance with the Deposit & Payment Policy set out at clause 2 of the Cruise Terms and Conditions (below), plus any additional monies payable for hotels or other additional component being booked through us.

After we receive your booking, and all appropriate payments, if the arrangements you wish to book are available, we will issue a booking confirmation and invoice. A binding agreement, being the Customer Contract, will come into existence between us when we dispatch this booking confirmation and invoice to the party leader or your Travel Agent. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We do not accept any responsibility for any loss that you may incur by making travel arrangements other than through Oceania Cruises or an authorised Oceania Cruises representative.

Quotes are only valid to the end of telephone calls or at the time of booking. When making a booking, you will be required to provide your full name as it appears on your passport as well as your date of birth. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a) he/she has read these terms and conditions and has the authority to and does agree to be legally bound by them;
- b) he/she consents to our use of information in accordance with our Privacy Policy;
- c) he/she is over 21 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- d) he/she will be responsible for making all payments due to us.

Information required from you: At the time of booking we will require guest contact information for all guests on the booking including email address and contact phone number. In the event of last minute schedule changes or emergency situations we may need to use this information to contact the guest directly. You must provide the relevant details at the time of booking your cruise or no later than the deposit due date. Our procedures may change from time to time and we will inform you of any changes at the time of booking or as soon as possible thereafter. If you fail to supply the details requested, both fully and accurately, you may not be permitted to board your cruise ship. We will not accept any liability in this situation and we will not pay you any compensation or make any refunds. You will also be responsible for your onward/return travel arrangements. If failure to have this information results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. Please also see Privacy Policy Statement on our website www.oceaniacruises.com/legal/privacy-policy/

3. TICKETS & VOUCHERS

Except to the extent required by law, or otherwise as provided in these Australian Terms and Conditions, your booking confirmation and any other vouchers associated with your cruise or additional components are not transferable to another person. If someone else attempts to use your travel documents or vouchers to check-in and we discover that that person is not you, they will be denied boarding. Late arrivals may be deemed as a no-show and if so, any associated fare may not be refundable. To the extent permitted by law, Oceania Cruises will not be held responsible for any late arrival or failure to join a cruise, where the late arrival or failure to join is the result of events outside of our control.

B. CRUISE TERMS AND CONDITIONS

1. CRUISE FARES

These fares are valid only for residents of and through Travel Agents based in Australia. All fares shown on our Australian website and quoted in our Australian brochures and any supplements to those brochures, are cruise only, quoted in Australian Dollars per person, and are based on double occupancy for the specified Stateroom grade, unless otherwise noted. Cruise fares cover the cruise for you (and your baggage allowance) from the point of departure as specified on your cruise voucher to the point of final destination as specified on your cruise voucher, and include the following, where applicable:

- Full on-board accommodation;
- Free 24 hour room service (alcohol excluded);
- Pre-paid Service Charges;
- Complimentary on-board dining within prescribed hours, not including specialty restaurants;
- On-board room service dining;
- On-board entertainment;
- On-board gym access (but not personal training or exercise classes);
- On-board poolside activities;

- On-board outdoor pools and hot tubs;
- Tea and Coffee
- Fresh Juices
- Bottled Water
- Soft Drinks
- In respect of total cruise fares, all taxes (including port charges and government taxes (as applicable)); and
- Fuel costs (subject to change).

Cruise fares do not include the following:

- Meals in specialty restaurants La Reserve and Privee;
- Entertainment-based dining;
- Alcoholic beverages;
- Energy drinks;
- Spa treatments and salon services;
- Exercise classes and personal trainer;
- Casino and gambling activities;
- Transfers and airfares (unless pre-purchased separately);
- Hotel stays pre-/post-cruise (unless pre-purchased separately);
- Duty-free shopping, gift shop purchases, or art purchases;
- Shore excursions;
- Photography;
- Internet access unless otherwise stated;
- Specialty on-board seminars;
- Phone calls off the ship;
- Satellite connection for mobile phones;
- Laundry services;
- Use of the Medical Centre;
- Any additional credit card and fuel surcharges; and
- Taxes on the provision of additional services, including services that are not provided by Oceania.

All fares shown on our Australian website, quoted in our Australian brochures or which otherwise appear in our advertisements, including discounts, shipboard credits, offers, upgrades or special amenities are valid for new bookings only on selected sailings, and are subject to availability. Existing bookings on these promotion sailings that cancel and rebook do not qualify for these offers. They are not combinable with any other offer or loyalty programme benefits, are capacity controlled, and may be withdrawn at any time without prior notice.

Cruise fares indicated are based on known operating costs at the date of going to print in respect of the relevant costs. They are a fare guide only and remain subject to currency surcharges or adjustments without notice until fully paid in Australian dollars to Oceania Cruises. This includes any deposits paid.

Fares do not include air or land arrangement or transfers, unless otherwise specified. All other charges are converted from US dollars into Australian dollars on the date of payment.

Once we have received your deposit or full payment, the cruise fare is secure, except in the event of substantial increases in operating costs, tariffs or government or quasi-government taxes and fees (including port charges, fuel surcharges and taxes) that are beyond our control. In such cases, we reserve the right to add a surcharge, whether you have confirmed a booking under deposit or have made final payment, prior to your embarkation date. We will notify you before any such surcharge is added to your cruise fare. In some circumstances you may be entitled to cancel your booking (and to a full or partial refund of any payments made to the date of cancellation) where an additional surcharge has been added prior to embarkation and we have failed to notify you within a reasonable time. To the extent permitted by law, we reserve the right not to honour any published prices that we determine are erroneous due to printing, electronic or clerical error.

2. DEPOSIT AND PAYMENTS

For all cruises, a deposit is required in order to confirm a booking. Additional monies for hotels may be required to confirm hotel rooms which otherwise form part of your itinerary. American Express, MasterCard, and Visa are accepted for deposits and full payments. For your convenience, your final payment may be

automatically charged to the credit card used to make the initial deposit.

When using your credit or debit card to pay us directly for your cruise and/or other additional arrangements, please be aware that credit card surcharges may apply. We may process the transaction via a bank outside of Australia and your card issuer may choose to charge you a foreign processing fee. We advise you to check the terms and conditions of such foreign transactions with your card issuer in advance of making a payment to us. Oceania Cruises accepts no responsibility for credit card foreign currency/transaction processing fees independently assessed by issuing banks. None of these fees separately charged by the issuing banks accrues to the benefit of Oceania Cruises. Third party credit card charges can only be accepted when accompanied by valid authorisation to charge from the relevant card owner. None of these fees accrue to the benefit of Oceania Cruises.

If final payment is not received by us on or before the end of the prescribed time period, or it is received but subsequently reversed, we may cancel your reservation. Once payment is received, the reservation may be cancelled by you in writing, though cancellation fees may apply as set out below, and in accordance with clause 4 of these Cruise Terms and Conditions.

DEPOSIT AND PAYMENTS - CRUISES 14 DAYS OR LESS

Deposit and Payment Dates

To secure your booking, the following deposits are required:

- AU\$1,000 per Guest up to and including Penthouse Grade.
- 20% per Guest Full Fare for Owners, Vista and Oceania Suites.

Bookings made 98 days or more prior to sailing:

Deposit due within 7 days & final payment of the Full Fare is due 90 days prior to sailing.

Bookings made within 97 days of sailing:

Full & final payment of the Full Fare is due at time of booking.

Cancellation Charges

Cancellation notice must be received in writing by Oceania Cruises. Cancellation fees will be calculated from the date the notice is received by Oceania Cruises. Guests who cancel within the indicated periods, are subject to the following cancellation charges:

Deposit date – 91 days	AU\$350 administration fee ++per Guest (category 'G' inside Staterooms to Penthouse Suite 'PH1' Staterooms)
	10% of Full Fare (Oceania Suite 'OC' Staterooms to Owner's Suite 'OS' Staterooms)
90 - 76 days	25% of Full Fare
75 - 61 days	50% of Full Fare
60 - 31 days	75% of Full Fare
30 - 0 days	100% of Full Fare*

*100% cancellation fee will be imposed in the event of no-show. 'Full Fare' is defined as the full cost of any cruise or additional land or other component purchased from Oceania Cruises, excluding optional facilities and services fees. Cancellation charges are strictly enforced.

DEPOSIT AND PAYMENTS - CRUISES 15 DAYS OR LONGER

Deposit and Payment Dates

To secure your booking, the following deposits are required:

- AU\$1,000 per Guest up to and including Penthouse Grade. For Grand Voyages the per person deposit is AU\$2,000.
- 20% per Guest of Full Fare for Owners, Vista and Oceania Suites.

Bookings made 158 days or more prior to sailing:

Deposit due within 7 days of booking & final payment of the Full Fare is due 150 days prior to sailing

Bookings made within 157 days of sailing:

Full & final payment of the Full Fare is due at time of booking.

Cancellation Charges

Cancellation notice must be received in writing by Oceania Cruises. Cancellation fees will be calculated from the date the notice is received by Oceania Cruises. Guests who cancel within the indicated periods are subject to the following cancellation charges:

Deposit date – 151 days	AU\$350 administration fee++ per Guest (category 'G' inside Staterooms to Penthouse Suite 'PH1' Staterooms) 10% of Full Fare (Oceania Suite 'OC' Staterooms to Owner's Suite 'OS' Staterooms)
150 - 121 days	25% of Full Fare
120 - 91 days	50% of Full Fare
90 - 61 days	75% of Full Fare
60 - 0 day	100% of Full Fare*

++The AU\$350 administration fee may be converted to a Future Cruise Credit, in which case we will apply this credit amount towards your next cruise with us. Any Future Cruise Credit is redeemable on bookings made within 12 months of the cancellation date and remain valid for travel within 2 years of the cancellation date. Oceania Cruises will calculate the applicable cancellation fees at the date of notice.

*100% cancellation fee will be imposed in the event of nonappearance. 'Full Fare' is defined as the full cost of any cruise or additional land or other component purchased from Oceania Cruises, excluding optional facilities and services fees. Cancellation charges are strictly enforced.

DEPOSIT AND PAYMENTS – WORLD CRUISES AND GRAND VOYAGES CRUISES

Deposit and Payment Dates

To secure your booking, the following deposits are required:

- 20% per Guest of Full fare for Around the World Cruises and Grand Voyages

Bookings made 188 days or more prior to sailing:

Deposit due within 7 days of booking & final payment of the Full Fare is due 180 days prior to sailing.

Bookings made within 187 days of sailing:

Full & final payment of the Full Fare is due at time of booking.

Cancellation Charges

Cancellation notice must be received in writing by Oceania Cruises. Cancellation fees will be calculated from the date the notice is received by Oceania Cruises. Guests who cancel within the indicated periods are subject to the following cancellation charges:

Deposit date – 181 days	AU\$700 fees per Guest (category 'G' inside Staterooms to Penthouse Suite 'PH1' Staterooms) 10% of Full Fare (Oceania Suite 'OC' Staterooms to Owner's Suite 'OS' Staterooms)
180 - 151 days	25% of Full Fare
150 - 121 days	50% of Full Fare
120 - 91 days	75% of Full Fare
90 - 0 day	100% of Full Fare*

*100% cancellation fee will be imposed in the event of no-show. 'Full Fare' is defined as the full cost of any cruise or additional land or other component purchased from Oceania Cruises, excluding optional facilities and services fees. Cancellation charges are strictly enforced.

ANCILLARY SERVICES CANCELLATION

Pre-/Post-Cruise Hotel Packages	Within 60 days of cruise departure	100% fee
Pre-/Post-Cruise Land Packages	Within 60 days of cruise departure	100% fee
Overland Tours	Within 60 days of cruise departure	100% fee
A La Carte Shore Excursions	Within 36 hours of tour departure	100% fee
Unlimited Passport & Your World Collection	On or after Embarkation day	100% fee
Culinary, La Reserve, Privee	Within 36 hours of scheduled reservation	100% fee
Executive Collections	Within 36 hours of scheduled arrangement	100% fee
Regular and Private Transfers	Within 36 hours of scheduled arrangement	100% fee
Visa	Within 60 days of cruise departure	100% fee

3. CRUISE BOOKING AMENDMENT

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist you, we cannot guarantee we will be able to meet any such request. Where we can meet a request, all changes will be subject to payment of an administration fee of AU\$100 per person per change being charged, as well as any applicable rate changes or extra costs incurred, as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase closer to the departure date at the time of any changes that are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you and cancellation fees may be payable in accordance with clause 2 of these Cruise Terms and Conditions, above.

Note: Certain travel arrangements, particularly, Guest name, ship, sail date, category of suite or value of your booking may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Please see clause 4 of these Cruise Terms and Conditions below for further details. If you make an amendment that results in a reduction in the price of the booking value, the difference in price will be subject to a charge in line with the percentages and timescales detailed in clause 2 of the Cruise Terms and Conditions above. For all minor changes made after final payment date, an amendment fee of AU\$100 per person per booking will be payable together with any expenses (such as hotel or any other suppliers charges) incurred by ourselves or imposed by any of our suppliers.

4. CRUISE BOOKING CANCELLATION

Cancellation fees for cruise, land and other additional components may apply to Guests who have made a reservation as set out in clause 2 of these Cruise Terms and Conditions. Notice of cancellations must be provided in writing to your Travel Agent or us.

We recommend that you use recorded delivery. All documents issued must be returned together with the notice of cancellation. We are unable to provide refunds for Guests failing to comply with these booking conditions.

Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown at clause 2 of these Cruise Terms and Conditions above (the cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling).

In particular:

- Reservations that are not paid in full by the final payment due date are subject to cancellation by Oceania Cruises, and in the event a reservation is cancelled, a cancellation fee will apply.
- No refunds will be given on any cruise for no-shows.
- No refunds will be made in the event of interruption or cancellation by any Guest after the cruise begins.
- No refunds will be given for any missed days of a land package.
- Cancellation fees for land and other additional components will apply even if the reservation is not cancelled in full.

- Name substitutions are considered cancellations and cancellation fees will apply. Spelling corrections which have the effect of a substitution may also be considered cancellations.
- Where they do not occur through any fault, act or omission of Oceania Cruises, departure date changes for a cruise, land package or other additional component are considered cancellations and are subject to cancellation fees.
- Full or partial refunds of your Full Fare may be provided if:
 - we are unable to carry you and you have confirmed and paid for your cruise;
 - we have to cancel or otherwise make a significant change to your itinerary and no alternative options are available to you;
 - the amount of any surcharge on your booking entitles you to a refund upon cancellation; or
 - you have made a cancellation, in which circumstance any refund will be paid in accordance with clause 2 above.

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

5. AMENITIES

Shipboard credit is in US dollars per Stateroom based on double occupancy and cannot be redeemed for cash or used for further discount off any cruise fare. It may be used for on-board services only and any unused credit will be forfeited at the end of the cruise. Internet packages are one account per Stateroom; Owner's, Vista & Oceania Suites receive access for two devices per suite; Beverage packages are for up to two full-fare paying adults of 21 years of age or older per Stateroom. Additional restrictions may apply.

6. SINGLE SUPPLEMENT, 3RD AND 4TH PERSON FARES

Unless otherwise stated, single occupancy charge will be 200% of the double occupancy fare for the relevant suite or Stateroom including any port taxes and fares calculated in any cruise fare. 3rd and 4th person rates are on request. Any Guest under the age of 21 must be accompanied by, and occupy the same Stateroom as an adult 21 years or older.

7. ALTERATIONS & CANCELLATIONS BY OCEANIA CRUISES

We reserve the right to withdraw and/or cancel a cruise or cruise tour or to make changes in the itinerary and hotel accommodations whenever, in our sole judgement, conditions warrant. Arrangements for the holidays are made many months in advance by Oceania Cruises. Itineraries may change from time to time, both before and after your sailing departs. We regret 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), and deviate from the advertised itinerary at any time. We must also reserve the right to cancel confirmed bookings. However, we promise we will only cancel your confirmed booking after the date on which your final balance is due where you have failed to make full payment on time or as a result of circumstances outside our control/"force majeure" (as defined at clause 2 of these General Booking & Travel Conditions). Most changes are minor, but occasionally we may have to make a "significant change". Examples of "significant changes" include the following when made before departure: a change of Stateroom category to that of a lower official classification for the whole or a major part of your holiday, a change of ship, a change in the length of your cruise by more than 12 hours and a significant change of itinerary missing out one or more major destination substantially or altogether, a change in embarkation or disembarkation port which would significantly affect connecting travel arrangements.

In the event of a significant alteration or cancellation prior to departure, we will inform you as soon as possible and will offer you the choice of the following options:-

- a) (for significant changes) accepting the changed arrangements; or
- b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference); or
- c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

If we have to make a significant change or cancel 10 weeks or less before departure, subject to the exceptions

below, and in addition to a full refund of monies paid, we will pay you reasonable compensation in the form of a shipboard credit or Future Cruise Credit. We will not pay you compensation where we make a significant change or cancel more than 10 weeks before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. To the extent permitted by law, we will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. Very rarely, we may be forced by "force majeure" (see clause 2 of the General Booking and Travel Conditions below) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result, unless otherwise required by law.

To the extent permitted by law, the above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where services with a higher price than the original are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. To the extent permitted by law, will we not pay compensation if services are offered by us and accepted by you with a higher price than that originally booked with the same itinerary or on the same ship where no additional payment is made by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

8. BAGGAGE POLICY

Allowance

Each Guest may bring up to 30kg of baggage on board a cruise. Guests travelling by air will need to check with the applicable airline, if you have booked flights otherwise form part of your itinerary, for specific restrictions.

Damage

Baggage lost or damaged when boarding or disembarking the ship must be reported, and an Irregularity Report must be filed with the Guest Services Desk or Oceania Cruises personnel prior to ship's departure from port or prior to leaving the local customs area. We will not be responsible for any loss or damage which is not so reported. To the extent permitted by law, our liability for loss or damage to personal baggage shall be limited to AU\$50 (as applicable, depending on where you purchased your ticket) per Guest.

Guests' baggage and property are transported, stored and handled at owners' risk at all times. Baggage and personal belongings will be taken off the ship upon Guest debarkation.

Carriage of a Guests baggage by a third party as a result of any cruise package or ancillary offering added to your itinerary is subject to the terms and conditions and any conditions of carriage of the third party service provider. Oceania Cruises strongly urges you to insure all baggage and personal effects prior to leaving your residence.

Searches

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

9. DINING AND RESERVATIONS

Recommended on-board clothing is resort or country club-casual. For evening dining, elegant casual resort wear is suggested. We request that jeans, shorts, t-shirts or tennis shoes not be worn at dinner.

10. SERVICE CHARGES

For your convenience, service charges have been included in your cruise fare. An additional gratuity per guest

per day has also been included in any cruise fare for guests occupying Penthouse, Vista or Owner Suites where butler service is provided.

C. GENERAL BOOKING AND TRAVEL CONDITIONS

1. TRAVEL INSURANCE

All Guests are recommended to have adequate insurance cover against cancellation, medical expenses, loss of luggage etc., and it is the guest's responsibility to ensure that adequate insurance is taken to cover the full purchase price of the cruise, including and land programme, accommodation or other third party service costs applicable to your itinerary, valid from the date of deposit being made. We would recommend that you contact your Travel Agent or an independent insurance broker or expert for details of suitable policies. Should you choose to travel without adequate insurance cover, we (Oceania Cruises) will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

2. CIRCUMSTANCES OUTSIDE OUR CONTROL

In these Australian Terms and Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, unavoidable technical failure with transport, lawful deviation at sea in response to a distress call or other emergency and all similar events outside our control. Except where otherwise expressly stated in these Australian terms and conditions and to the extent permitted by law, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

3. OUR RESPONSIBILITY

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

General exclusions

Other than as specified in these Australian Terms and Conditions or applicable laws, we exclude all liability for any costs, expense, losses or damages whatsoever that may arise in any way in connection with your cruise.

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

- the act(s) and/or omission(s) of the Guest(s) affected or any member(s) of their party;
- the act(s) and/or omission(s) of a third party not connected with the provision of the services by or on behalf of Oceania Cruises; or
- the occurrence of events of 'force majeure' (as that term is defined at clause 2 of these General Booking & Travel Conditions).

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

These Australian Terms and Conditions (including any exclusion or limitation of liability) apply to and are for the benefit of any Oceania Cruises representatives or employees to the same extent as they apply to us. The total amount that you can recover from us, or any Oceania Cruises representative or employee, will not be more than the total amount of our liability, if any.

Except where these Australian Terms and Conditions provide otherwise, our liability, if any, is limited to proven compensatory damages.

Recreational Services

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

Consumer Guarantees

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

Consequential Loss

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

Contributory Negligence

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

Third Party Services

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

Our liability will also be limited (where we are not a carrier or hotelier, as if we are a carrier or hotelier) to the extent that any relevant international conventions, for example, the Warsaw/Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea and the Paris Convention in respect of the provision of accommodation, or any applicable laws, such as EU Regulation 392/2009 limit the amount of compensation which can be claimed for death, injury or delay to passengers and loss, delay or damage to luggage. Under circumstances where our liability cannot be excluded and where liability may lawfully be limited, such liability is limited to the remedies required of us under applicable law or convention (including Australian Consumer Law) and may be reduced in proportion to any contributory negligence, breach of contract or unlawful acts or omissions on your part. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with Oceania Cruises' complaints procedure, details of which can be obtained by contacting our Australian Contact Centre on 1300 355 200. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

4. YOUR LIABILITY

You agree to use all reasonable efforts to report any complaint or claim in accordance with clause 17 of these General Booking and Travel Conditions, and acknowledge that any failure to do so may limit our ability to investigate or rectify the matter.

You must ensure that you are using an up-to-date brochure and any additional supplement when you book your cruise or other additional component. 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 or other document. It is your responsibility to:

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

Please refer to the Guest Ticket Contract which is available by contacting your Travel Agent or online at www.oceaniacruises.com for further detailed information in relation to Oceania Cruises' responsibility in relation to cruise-only and ancillary offerings. This liability clause is subject to your rights under the Australian Consumer Law.

5. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

Prior to departure, all Guests must submit citizenship documents (e.g., passport, a state issued birth certificate with photo ID) to Oceania Cruises for review. Failure to submit proper documentation will result in the Guest being denied boarding. Guests may need to obtain a travel visa for their upcoming trip so it is recommended they visit www.smartraveller.gov.au or www.visalink.com.au (for holders of Australian passports) for further information. It is your responsibility to ensure that you and everyone travelling with you have all necessary passports, visas and all other travel documents and that these are valid and in order. It is your responsibility to check and fulfil any other health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. All Guests must possess a full passport, valid for at least 6 months after the end of their holiday. Non-Australian passport holders should check entry requirements with the countries they will visit during their cruise.

Medical advice changes frequently, and therefore we recommend that guests seek professional medical advice regarding vaccination requirements for their holiday. All Guests are responsible for ensuring that they conform to passport, visa and vaccination requirements for all countries they will visit during their cruise. Oceania Cruises may at certain times deem it appropriate to require the Guest to have specific vaccinations. Details will be advised as soon as possible.

Up to date health and travel advice can be obtained from the Department of Foreign Affairs and Trade (DFAT) (visit smartraveller.gov.au). Security measures imposed by governments may change from time to time and you will be required to comply with them. As a courtesy, we will endeavour to provide you with notice of measures which may affect you, but complying with any such requirements is your responsibility. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

6. GUESTS WITH SPECIAL NEEDS

Except as set out below, our ships have selected suites designated for Guests with physical disabilities. Please contact our Australian Contact Centre on 1300 355 200 for further information. 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 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 during a cruise voyage, or which may impact other additional component booked with Oceania). A Reduced Mobility Checklist will be sent to you for completion. Please provide as much information as possible.

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 Australian Contact Centre on 1300 355 200 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) may prevent Guests with wheelchairs from going ashore at certain ports of call. Guests affected by

disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance.

Guests affected by disability or medical condition who wish to book additional components through Oceania Cruises must ensure that any other transport, accommodation or other third party provider is able to accommodate any specific needs or requests. You must inform Oceania Cruises or your Travel Agent within a reasonable time if any third party provider is unable to accommodate your needs or requests.

Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned during a cruise voyage, or are aware that a third party provider will be unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

7. SPECIAL DIETS & REQUESTS

We will endeavour, but do not guarantee, to meet any special diet requirements or special requests that you may have. These should be advised at the time of booking and detailed in writing to us. Note: "Strict" Kosher meals must be requested at least 3 months prior to departure, call our Australian Contact Centre on 1300 355 200 for more detailed information and prices. Some requests may incur extra charges. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. Unless specifically agreed by us in writing at 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.

8. ALCOHOL AND SMOKING

Guests agree that the sale and consumption of alcoholic beverages will be limited to Guests who are 21 years or older and no Guest will attempt to purchase or consume such beverages in violation of this policy under any circumstances, either for themselves or others. Oceania Cruises will refuse and prohibit the sale or service of alcoholic beverages to Guests under the age of 21 years.

We encourage the responsible use of alcohol and accordingly reserve the right to revoke the drinking privileges of any Guest who is deemed a danger to himself or herself or others by vessel management. Continued abuse of alcohol while sailing and/or violation of Oceania Cruises policies may result in immediate disembarkation.

Smoking is expressly forbidden in all Staterooms, suites and on verandas.

9. GAMBLING POLICY

If you want to gamble in our casinos, you must have a valid ID showing you are 18 years or older. If a Guest under the age of 18 wins in the casino and cannot provide proof of age, he or she will not be paid the winnings. Gaming vouchers and table game chips must be redeemed prior to cruise end. Please note that the casino will be closed whenever the ship is in territorial waters that prevent the casino from operating without the need for a specific authorisation.

10. MEDICAL SERVICES

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

Medical personnel on board Oceania Cruises ships shall not be considered as employees, servants or agents of Oceania Cruises. The Guest acknowledges and agrees that Oceania Cruises cannot intervene, supervise or direct the medical decisions and/or care provided by on-board medical personnel and that Oceania Cruises shall not be liable in any respect whatsoever for the medical care, treatment or diagnosis of Guest by medical personnel on board or ashore, nor for any other act or omission related to, occurring during, or arising from

the medical treatment, consultation or services provided to or for a Guest. Guests are responsible for all fees and costs associated with medical services provided by on-board medical personnel or incurred for any emergency medical evacuation or deviation. All Oceania Cruises sailings are outside the scope of Australian Medicare and private health insurance, consultations, treatments and medicines are charged at private rates and must be claimed through your international travel insurance.

11. CHILDREN, INFANTS, AND UNACCOMPANIED MINORS

Infants must be one year of age as of the first day of the cruise. Guests travelling with an infant who does not meet the minimum age requirement will be denied boarding. No refunds or other compensation shall be due from Oceania Cruises as a result of the denial of boarding to an underage infant or any accompanying Guests.

Guests must be 18 years or older to use any equipment provided in the on-board Fitness Centre, with the exception of children aged 16 or 17 years of age, who may use the equipment in this facility if they are accompanied by a parent or other legal guardian at all times. Children under the age of 16 are not permitted in the Fitness Centre.

12. PREGNANCY

Guests understand and acknowledge that prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the Cruise on board the ship and/or ashore in ports of call. The ship's doctor is not qualified to deliver babies or to offer pre or post-natal treatment and no responsibility is accepted by Oceania Cruises in respect of the inability to provide such services or equipment.

We recommend that women who are less than 12 weeks pregnant should seek medical advice prior to travel. Oceania Cruises does not have on board its ships adequate medical facilities for childbirth. We are unable for safety reasons to accommodate women past their 24th week of pregnancy.

All pregnant women are required to produce a doctor's letter stating that mother and baby are in good health, fit to travel taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery calculated from both the last menstrual period and ultrasound (if performed). Oceania Cruises cannot carry a Guest unless they comply with this requirement.

We expressly reserve the right to refuse passage to board to any Guest who has or will enter the 24th week of pregnancy at the beginning or at any time during the cruise or who appears to be in an advanced state of pregnancy and Oceania Cruises shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest. Some countries place limitations on the entry of non-national pregnant women. Check with the relevant embassy or consulate before you travel to confirm any further limitations.

13. JONES ACT – UNITED STATES CONSECUTIVE CRUISES

Please note that due to restrictions under the *Merchant Marine Act of 1920* (U.S.) ("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, Oceania Cruises 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 Oceania Cruises headquarters in Miami, Florida. Any Downline authorisations are taken at the Guest's own risk due to itineraries and cabotage laws that can be changed at any time.

In this clause 13 of the General Booking & Travel Conditions, terms used have the following meaning: 'Downline' - a request from a Guest to embark or disembark at a port of call other than the scheduled embarkation or disembarkation port.

14. TRAVEL ARRANGEMENTS

To the maximum extent permitted by law, Oceania Cruises has no responsibility with regard to air or land travel arrangements made by third parties and which relate to non-refundable, restricted travel or frequent flyer tickets booked in connection with your cruise. This exclusion of liability includes consequences to independently arranged air or land travel that may result from last minute changes in the embarkation or

debarcation ports, and delays in arrival at any airport or port location. Please refer to the Guest Ticket Contract for full Terms and Conditions of exclusions which relate to cruise offerings and other ancillary offerings by Oceania Cruises. A copy of the Guest Ticket Contract is available by contacting your Travel Agent or online at www.oceaniacruises.com.

15. OPTIONAL HOTEL STAYS, OVERLAND PROGRAMMES & LAND PROGRAMMES

Oceania Cruises offers Guests the option to purchase hotel stays before or after the cruise or land programmes/shore excursions during the cruise Hotel stays, land programmes, tours and shore excursions that you choose to book or pay for whilst away do not form part of your contract with us. Whilst we exercise reasonable care and skill in selecting reputable and competent independent contractors and service providers, we do not perform the excursions or land tours or provide these additional services and act only as an agent in booking them, even where we suggest or recommend a particular supplier and/or feature such excursions in our brochure and/or assist you in any way in booking them. For any hotel stays, land programmes, tours and shore excursions that you book, your contract will be with the operator of the excursion or tour and not with us. These independent contractors and service providers may impose additional limitations of liability in their own booking terms and conditions which are available from us on request.

Land programmes/shore excursions are capacity controlled based on first come first served basis. Requested programmes or excursions may not be available at time of booking. Guest lecturers, hosted cruises and entertainers are subject to change and/or cancellation without notice. Any land programme/shore excursions are subject to cancellation if a minimum number of participants is not reached. Any fares quoted are per person in Australian dollars based on double occupancy and are subject to change prior to booking unless otherwise specified. For further details, please contact our Australian Contact Centre on 1300 355 200 or your Travel Agent. Pre- and/or post-cruise hotel packages must be purchased no later than 45 days prior to sail date.

Oceania Cruises reserves the right to cancel the availability of any hotel included in an overland or land programme. In the event that a hotel is unavailable in relation to such a programme, the Guest will receive a complete refund and/or will be offered a comparable hotel property based on availability. Oceania Cruises cannot be held responsible for any independent travel costs incurred if a land programme, tour or private arrangement made through Oceania Cruises in addition to any cruise is cancelled due to participation minimums not being met. Itineraries and programmes are subject to change without previous notice and do not constitute grounds for your cancellation of the voyage. The cancellation policies for ancillary items are set out at clause 2 of the Cruise Terms and Conditions above.

Any additional hotel stay cannot be added to the cruise booking within 60 days of sailing. Any additional hotel booked through Oceania Cruises is capacity controlled at time of booking. Oceania Cruises and its appointed ground operators will do all they can to assist with alternative arrangements, but Oceania Cruises will not be liable for any costs incurred if a land programme, tour, shore excursion or private arrangement made through Oceania Cruises in addition to a cruise disrupted due to adverse weather conditions or other conditions outside of Oceania Cruises' control. To the extent permitted by law, Oceania Cruises shall also not be liable for any loss, injury, death, damage or misrepresentation, including but not limited to, loss of enjoyment, disappointment or distress which arises as a result of changes to, cancellation of or participation in hotel stays, land programmes, tours and shore excursions that do not form part of your cruise.

Oceania Cruises reserves the right to increase hotel, land programme, tour and shore excursion prices prior to a booking, without notice or, following a booking, upon notice to the Guest, to cover increased costs, tariffs and taxes and to reflect fluctuations in foreign exchange markets.

Whilst we will make every effort to accommodate all our guests, please note that some shore excursions and land programmes may not be suitable for Guest's with limited mobility. Nevertheless we will endeavour to absorb costs where we can although it may be necessary to impose an additional charge. We will be happy to try and assist with the booking of private shore excursions where possible, please contact us to discuss further.

16. TRANSFERS

Airport to pier (if applicable) transfers and vice versa are available for purchase for all Guests. Guests who want to purchase transfers should contact our Reservations Department and also advise them of the correct flight details. The Guest is responsible to advise the Reservations Department of any flight schedule changes. All Guests who purchase transfers will receive a transfer voucher prior to departure. Upon arrival in the city of

embarkation, Guests should proceed to the baggage claim area to claim their luggage. An Oceania Cruises representative will meet them in the baggage claim area on domestic flights and outside of customs on international flights to assist with their transportation to the ship or hotel (if applicable). For guests booking their own return flights, we suggest a departure time no less than six hours after the announced arrival time of the ship. If we are arranging off-board transportation or other services for you, we act only as agent for the third party providing those services and the terms and conditions of the Consumer Contract do not apply to such transportation. The operators' terms and conditions may significantly limit or exclude liability, and will be made available to Guests upon request. Oceania Cruises shall not be responsible for any damage or inconvenience caused by delayed air, car or motorcoach arrivals, or for any damage to property or personal injury suffered off the ship, where that loss or damage is not attributable to the acts or omissions of Oceania Cruises in arranging any transportation or transfer.

17. COMPLAINTS

In the unlikely event you have a reason to complain whilst away, you should immediately notify the Executive Concierge on board ship and the supplier of the service(s) in question (if not us). This is to ensure that we are given the opportunity to investigate, address and to attempt to resolve any issue you raise. Any verbal complaint should be put in writing and given to the supplier and us as soon as possible. If a problem cannot be resolved to your satisfaction you should write to us no later than 28 days from the end of your holiday. Failure to notify us within this time may mean that the matter cannot be properly investigated or rectified and this may affect your rights.

18. REFUSAL OF TRAVEL

If in our reasonable opinion or the reasonable opinion of the Ship's Master or doctor, you are or appear to be unfit to travel for any reason or a risk or a danger to yourself or a danger to others or behave in such a way as to cause or likely to cause danger, upset or distress to any third party or danger to property. In this situation 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, to the extent that this is permitted by law. 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.

19. YOUR TRAVEL AGENT

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

20. SAFETY AND SECURITY

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

21. VALIDITY & NOTICE

The information in this document, and in any supplement annexed to this document, represents Oceania Cruises plans and intentions at the time of going to press. Events subsequent to the printing of this document may cause us to unavoidably change our plans, which could affect the published itineraries and fares. Oceania

Cruises gives notice that all information in this document is subject to alteration with or without notice. Please contact your Travel Agent for up to date prices and itineraries and Customer Contract before you book, or call us at our Australian Contact Centre on 1300 355 200, or visit our website at www.oceaniacruises.com.

Any Suite and Stateroom measurements depicted in any document are approximate, and those in same category may vary in size. They may also have different furniture placement than as depicted in any photographs. Oceania Cruises is not responsible or liable for any typographical errors, omissions or misprints in this or any other document. Oceania Cruises reserves the right to correct errors or omissions.

22. PRIVACY

Oceania Cruises is subject to the Australian Privacy Principles (“**APPs**”) as contained in the *Privacy Act 1988* (Cth) for Australian Guests (the “**Privacy Act**”). We use reasonable endeavours at all times to comply with the APPs.

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

- Telephone our Australian Contact Centre on 1300 355 200; or
- Write to us at:

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

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

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

Please note that all details you give us in connection with your booking will be kept confidential and will only be stored and used for marketing purposes including sending information about our exclusive offers and products by email and messaging services and by telephone and fax. Please note that you are able to remove your details from our contact lists at any time.

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

Security Cameras

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

23. READING DOWN

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

24. APPLICABLE LAW AND FORUM AND LIMITATIONS ON ACTIONS

The Customer Contract, including these Australian Terms and Conditions, shall be construed under the laws of New South Wales, Australia, and any and all disputes or matters whatsoever incident to, arising from, or connected with the Customer Contract or your cruise shall be governed by the laws of New South Wales,

Australia. You agree to submit to the non-exclusive jurisdictions of the courts of that state in the event of any dispute or claim between you and Oceania Cruises. A copy of the terms and conditions that apply to the Guest Cruise Ticket are available upon request or can be reviewed at www.oceaniacruises.com.

Ships' Registry: Marshall Islands. NCL Australia Pty Ltd ABN 80 607 578 781 Level 7, 99 Elizabeth Street, Sydney NSW 2000 Australia. ©2019 Oceania Cruises