



Welcome to the **Oceania Cruises Casinos At Sea® Rewards Program** (the "Program"). The Program is operated by **Norwegian Cruise Line Holdings Ltd. (the "Company")**. Please read these Terms and Conditions ("Terms") carefully before **activating** membership. In becoming a member, you agree to be bound by these Terms and the decisions of **the Company** on all matters related to the Program. To participate, sign up at the **Casino Cashiers Desk** in the casino. **The Company's** decisions on membership, including individual termination of membership, are entirely in its sole discretion.

The Company reserves the right to terminate, modify, revise, or change the Program and these Terms, in whole or part, at any time with or without notice. Changes may revise, for example, rules for earning or using points, continued availability of Program rewards, expiration dates, program partners and the features of special offers. Changes may result in a reduction in the value of points already accumulated and may also result in forfeiture of unused points.

Eligibility

You must be at twenty-one (21) years of age and present a valid government issued photo identification. Any individual who is on the Prevent Departure List from **the Company's** casinos is not eligible. You may maintain one membership account only. Corporations, groups, and/or associated entities cannot enroll as members. Membership and all benefits associated with the Program are nontransferable. Employees of **the Company**, their immediate family members and household members are ineligible to participate.

Program Participation

The Company will open a membership account in your name, and you will receive a membership number. Present your room key, along with proper identification, during your game play to accrue points. As a member, you are responsible for utilizing your room key and membership for your casino play. You may not provide your room key to another individual to be used in casino play on your or anyone else's behalf. You are responsible for reading these Terms to understand your rights, responsibilities, and status in the Program, as well as how to earn points and/or redeem rewards ("Rewards").

Accumulation, Use, and Redemption of Points

Please see the Program's Frequently Asked Questions for information about how to earn, use, and redeem points. Points are not redeemable for cash, and may not be transferred, purchased, sold, or bartered. Redemption of points is limited to accounts in good standing. Rewards offered may be cancelled at any time. **The Company** reserves the right to adjust any point balance resulting from fraud, malfunction, or operator error, at its sole discretion.

Tier Level Status

The annual tier evaluation period is April 1 – March 31. Tier levels are based on Reward Points earned within the 12-month evaluation period. For purposes of tier evaluation, all members will start with zero points on April 1st. Reward Points earned April 1 - March 31 will determine the tier level for the subsequent year. Tier levels may be upgraded during the year based on reward point earnings. Tier levels are re-evaluated on an annual basis. Bonus and adjusted points are not considered in tier evaluation.

Tier Benefits

Tier benefits are applicable on sailings 3-Days or longer only **unless noted otherwise**. Members who tier up during a cruise will receive the elevated tier benefits on their next cruise. Tier benefits are subject to change. Casinos At Sea is not responsible for any bank imposed fees as a result of utilizing casino services to access funds.

Use by Ship

Points are accrued and used by individual ship. You may initiate a transfer of unredeemed points if you cruise on a different **Norwegian Cruise Line, Oceania Cruises or Regent Seven Seas Cruises** ship within 18 months. Points transferred may not be used towards points earned for a drink card on your current **Norwegian** cruise, and transferred points do not add to tier level.

Expiration

All points expire 18 months after they are earned.

Lost or Stolen Cards

The Company is not responsible for lost or stolen Rewards Cards, including any resulting misuse.

Limitation of Liability and Additional Terms

By redeeming points and receiving Rewards in the Program, you agree that **the Company** and its affiliates and subsidiaries and their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") will have no liability or responsibility whatsoever for, and shall be held harmless against, any liability for any injuries, losses, or damages of any kind (including without limitation, direct, indirect, incidental, consequential, or punitive or exemplary damages) to persons, including personal injury or death, or property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Reward. In no event shall the Released Parties be liable to you for any delay in or failure to perform due to causes beyond **the Company's** control, including without limitation, any act of God, act of war, natural, disaster, weather, terrorism, or any act or omission of a third party. This section will survive termination of your participation in the Program.

Severability

In the event any of the terms and conditions are found by any Court to be void or otherwise invalid, the remainder of the terms and conditions shall remain valid and enforceable.

Jurisdiction

This Program and these Terms shall be governed by, construed, and interpreted under the laws of the State of Florida. The Federal and State courts of the State of Florida shall be the exclusive court of jurisdiction in the first instance for any disputes regarding these Terms.

Termination of Program

The Company reserves the right to terminate this Program at any time, without notice. **The Company** reserves the right to confiscate your Rewards Card and/or terminate your account for any reason, in its sole discretion. After termination, all points are rendered invalid and without any value, even if points remained in your account.

Important Notices

- **The Company** provides the Program, these Terms, and other services and products “As Is” and, to the fullest extent permitted by applicable law, expressly disclaims any representation or warranties of any kind, express or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose. Under no circumstances, including but not limited to, negligence, shall **the Company** be liable for any direct, indirect, incidental, special or consequential damages arising out of the Program or any such other products or services, even if **the Company** has been advised of the possibility of such damages. In the event **the Company** or the Program is held liable for any damages related to these matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid for by you.
- Earning Points and redemption of Rewards is subject to all applicable laws and regulations. Benefits and awards may be subject to income or other taxes. Such taxes and all disclosures related thereto are your sole responsibility, not **the Company's**. **The Company** is not responsible for and reserves the right to correct any pricing or typographical errors, errors of description, or errors regarding the Program.
- If any mistakes are discovered, your exclusive remedy shall be the issuance of points, or such other alternative comparable benefit as determined by **the Company**. In no event shall **the Company** be liable to any member, or anyone claiming through a member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of **the Company's** acts or omissions in connection with the Program.
- **The Company** reserves the right to correct any point value or other benefit granted in error.
- **The Company** is not responsible for late, lost, incomplete, or misdirected entry information or communications; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; or for any other technical problems. **The Company** is not responsible for incorrect or inaccurate entry information, whether caused by members or by any of the equipment or programming associated with or utilized in the Program, or by any technical or human error which may occur in the processing of points and account information. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, **THE COMPANY** RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- As a condition of participating, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Florida having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than member's actual out-of pocket expenses, and member further waives all rights to have damages multiplied or increased.

Contact Information

To make a reservation or for communications concerning these terms **please call Casinos At Sea Concierge at 855-314-8257.**