

# Celebrity Rewards

## Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR PARTICIPATION IN THE CELEBRITY REWARDS PROGRAM IS SUBJECT TO ALL OF THESE TERMS AND CONDITIONS. BY ENROLLING IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS.

**ELIGIBILITY:** Celebrity Cruises Inc. ("we", "us", "our" or "Celebrity") operates a trade promotion and loyalty program that is referred to herein as the Celebrity Rewards program (the "Program"). The Program allows eligible travel agents (but not travel agencies) who enroll in the Program to earn points and to redeem those points for various items subject to these Terms and Conditions.

**To enroll in the Program, an individual must satisfy each of the following requirements:**

- The enrollee must be an individual. The Program is not open to corporations, partnerships or other entities.
- The enrollee must be a travel agent located in the fifty states of the United States of America, in Canada [or in Bermuda].
- If you are self-employed, you must be registered as a travel agency with Celebrity and in good standing with Celebrity.
- If you work for a travel agency, that travel agency must be registered as a travel agency with Celebrity and in good standing with Celebrity.
- The enrollee must be at least 18 years old;
- Where required by applicable law, the enrollee must possess a valid license as a travel agent and be in good standing.
- The enrollee's participation in the Program must not violate the enrollee's employer/headquarter agency policies. Please check your employer/headquarter agency policies before enrolling. If enrollment would violate an employer's policies or applicable law or if enrollment would be restricted by applicable law, Celebrity may cancel that individual's enrollment, his or her participation in the Program without notice and without liability to Celebrity of any kind and any points or other benefits otherwise provided by the Program shall be forfeited.

An individual may only have one valid registration with the Program. In the event an individual has multiple account numbers with the Program, Celebrity may cancel all or, at its discretion, all but one of those account numbers. In addition, Celebrity may cancel that individual's enrollment and his or her participation in the Program without notice and without liability to Celebrity of any kind and any points or other benefits otherwise provided by the Program shall be forfeited.

**ENROLLMENT:** Eligible Travel Agents may enroll in the Program in any of the following ways:

- First, if you are not already registered as an individual user on [www.cruisingpower.com](http://www.cruisingpower.com), then you will need to register as an individual user on [www.cruisingpower.com](http://www.cruisingpower.com) to ensure that you personally have a log-in and password for Cruising Power.
- Then, register as an individual participant in the Program by logging into [www.celebrityrewards.com](http://www.celebrityrewards.com) and completing the online Program enrollment form;
- Finally you must accept the Program's Terms and Conditions in the manner provided at [www.celebrityrewards.com](http://www.celebrityrewards.com). Applicants agree to be bound by all the Program Terms and Conditions as the same may be modified from time to time with or without notice and failure to comply with these Terms and Conditions, including any abuse of the reward earning criteria or any misrepresentation of information to the Program Administrator, may result in termination of your membership in the Program

If at the time of your initial registration in the Program, you were eligible for enrollment but subsequently you are no longer eligible, for example you no longer work for an Approved Travel Agency or your employer's policies changed since registration in a way that prohibits or restricts your participation in the Program or if you elect to terminate your participation in the Program, then Celebrity may without liability to the Participant:

- Cancel any Pending Points in your Celebrity Rewards account;
- Permit the Participant to utilize any points in their Redeemable account balance up to that time in accordance with the terms of the Rewards Program for a period to be determined by Celebrity but which shall not exceed six (6) months; provided, however, that if your employer/headquarter location is no longer an Approved Travel Agency then you will have ten (10) days in which to redeem your Redeemable Points after which such Redeemable Points may be canceled without further liability to Celebrity.

The program administrator is Motivforce Marketing & Incentives (MMI) Ltd trading as MMI (company number 07669029) whose registered office is at 16 Hanover Square, Mayfair, London W1S 1HT (hereinafter "Program Administrator"),

**EARNING POINTS:** Celebrity Rewards is a travel agent loyalty program that has been specifically designed to reward travel agents for making sales of cruises operating under the Celebrity Cruises' brand name. The Program enables Participants to earn points for every Celebrity Cruises booking they make, which can then be spent on rewards subject to these Terms and Conditions and Any special rules regarding a particular redemption option. No points are earned when a Participant books any other cruises, including cruises operating under Celebrity's sister brands Royal Caribbean International and Azamara Club Cruises.

Participants can earn Points on "Qualifying Bookings." A "Qualifying Booking" is a booking for a Celebrity Cruises' cruise made by the Participant. Within sixty (60) days from the date that a Qualifying Booking is made, you must "Claim" the Qualifying Booking. Requests made after the expiration of that sixty (60) day period may not be honored. To "Claim" the booking, you must provide all required information at [www.celebrityrewards.com](http://www.celebrityrewards.com). Qualifying Booking cannot be transferred. In addition, any existing reservation as of the Launch Date cannot be Claimed.

Five hundred (500) Core Points will be earned for each Qualifying Booking. Bookings made in violation of any Cruise Line policy shall not be eligible for Core Points nor Bonus Points.

From time to time, the Celebrity may run promotions allowing Participants to earn bonus points. The terms and conditions of the promotion shall apply to the applicable promotion. Active promotions will be available to view once logged in at [www.celebrityrewards.com](http://www.celebrityrewards.com)

Points will not be awarded for: (a) bookings made on any charter sailing; (b) travel agency rate bookings; (c) non-revenue competition winner bookings, (d) auctioned rate cruises; (e) for complimentary stateroom bookings; (f) Bookings made with a travel agency future cruise voucher; (g) Any Future Cruise 'Cruise Later' booking references created on-board our ships on or after the Launch Date.



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Points can be earned on Future Cruise 'Cruise Now' bookings made on-board and these should appear on the weekly bookings update under 'claim my bookings'. Onboard bookings must be booked under the correct agency booking phone number at the time of the booking being made. If on-board bookings are made that are not tied to the correct agency and subsequently transferred to the correct booking phone number, these bookings will not be captured on the Celebrity Rewards reports and are therefore not eligible for any points.

Net Tour Operator rate bookings will be eligible for core points only; however, these bookings will not be applicable to any additional point incentives.

We reserve the right to pursue available legal remedies for violations of the Program and these Terms and Conditions.

You may check your Account Balance at any time by visiting [www.celebrityrewards.com](http://www.celebrityrewards.com) and logging into your account. A Qualifying Booking will not result in the crediting of any Redeemable Points to your account unless and until each of the following conditions have been satisfied:

- The booking has reached final payment;
- The Qualifying Booking has been paid in full to Celebrity;
- The Participant has successfully complete Celebrity's Star Academy; and
- Travel Agency of record is registered with and in good standing with Celebrity.

## REDEMPTION:

1. All rewards are subject to availability and the Program Administrator and Celebrity Cruises do not guarantee or warrant in any way that the rewards offered under the program will be available. In the event that an advertised reward is not available, a suitable substitute of equivalent function or value will be made.
2. In order to exchange 'Redeemable Points' for rewards in Celebrity Rewards, a Participant must have attained Celebrity Cruises Five Star Academy status on the Five Star Academy program, accessible via [www.cruisingpower.com](http://www.cruisingpower.com)
3. Upon the launch of the Program, the reward offered is a Reloadable Celebrity Rewards MasterCard. Please allow up to 28 days for verification and delivery of a Celebrity Rewards MasterCard.
4. Participants can redeem their earned Redeemable Points for an equivalent monetary value that will be displayed to Participants based on their available Redeemable Points balance. Participants must have a minimum of 2,500 Redeemable Points in their Celebrity Rewards Account Balance to make their first redemption of points onto their MasterCard. The MasterCard can then be reloaded with Redeemable Points as and when they become available to redeem on an ongoing basis.
5. All Redeemable Points transfers can take up to 28 days to appear on your card balance. Please note that transactional and other fees apply, all of which can be viewed on Participants MasterCard Account, which is set up as part of your MasterCard application process.
6. Participants must indicate US or Canadian delivery addresses (depending on where they reside) for delivery of the Celebrity Rewards MasterCard and ensure that a nominated representative is available to sign for the delivery of the reward.
7. Rewards are not transferable.
8. Participant will bear full responsibility for all taxes owed on any Rewards they receive.
9. Any cruise utilized by a Registered under this Rewards Program is bound by the Terms and Conditions of Celebrity Cruises that will be enforced from time to time.
10. The Program Administrator's decision on reward allocation is final and no correspondence will be entered into. In relation to the interpretation of the Terms and Conditions and any phrases in this program, the decision of Program Administrator is final.
11. Order for the associated points to be awarded to their Account Balances. Bookings must be claimed via the Rewards Website within 90 days from the date that they were created. After 90 days, the bookings data will be removed and no longer able to be claimed (unless the booking is already inside final payment period, must be claimed by the date the booking sails)
12. Participants will receive the points attributed to the booking, into their Pending Points Balance once the booking has been claimed. Pending Points will automatically transfer to a Participant's Redeemable Points Balance once a booking reaches final payment and is paid in full.
13. Redeemable Points earned in the Rewards Program have a 1 year validity period, unless Celebrity Cruises terminates the Rewards Program or a Participant has been inactive for 1 year or more. "Inactive" for the purpose of this section means not having made redemption, claimed a booking or completed an e-learning module.

## PROGRAM DEFINITIONS

The following definitions apply to the program:

Account Balance – the points associated with a Participant as recorded on the Rewards Website as a Redeemable Points Balance or a Pending Points Balance.

Approved Travel Agency – US and Canadian based travel agencies authorized by Celebrity Cruises to promote and sell Celebrity Cruises branded cruise packages and who are in good standing with Celebrity.

Celebrity Rewards – the rewards that are available on the Rewards Website subject to a Participant having a sufficient number of Redeemable Points.

Participant – A Participant that has successfully registered with the Rewards Program in accordance with these terms and conditions.

Rewards Program – the trade loyalty program owned by Celebrity Cruises and named Celebrity Rewards.

Redeemable Points Balance – the total number of points that have been earned by a Participant and which may be converted by a Participant to rewards.

Pending Points Balance – The total number of points that will be transferred to the Redeemable Points Balance 1) once a booking reached final payment and is paid in full 2) 5 Star Academy has been successfully completed 3) Travel agency of record is on approved status.

Booking Data – Bookings and sales figures received by Celebrity Cruises and converted to points on the program website for the purposes of Celebrity Rewards.

Rewards Website – means [www.celebrityrewards.com](http://www.celebrityrewards.com).

Core Points – The base points awarded to a Participant for an applicable booking. Core points do not include points for any additional point earning incentives. A summary of core points earnings can be found under 'My Bookings' at [www.celebrityrewards.com](http://www.celebrityrewards.com)



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## General Program Terms and Conditions

1. We do not make any representations or warranties whatsoever with respect to the Program or any award, reward or benefit you may obtain or have available to you in connection with the Program. We are not responsible for errors including, without limitation, lost, late, damaged, misdirected, illegible, incorrect or incomplete communications, transmissions, or technical failures in connection with enrollments, rental transactions, inquiries, or any other type of communication and without limiting the generality of the foregoing, even if it is determined our systems or procedures or any other act or omission on our part caused the error.
  2. Also agree not to interfere or attempt to interfere with the operation of the Program in any manner or attempt to gain unauthorized access to the information we hold about your or anyone else's participation in the Program. You agree that you will not use the Program in any manner that could damage, disable, overburden, or impair the Program or interfere with any other Travel Agent's participation in the Program. Disclosure of your information will be in accordance with our privacy policy.
  3. We reserve the right to change, amend, modify or suspend the Program, in whole or in part, at any time with or without notice. Further, we reserve the right to terminate the Program at any time without individual notice to you. Upon the effective date of termination of the Program, the following rules shall apply:
    - Effective as of the effective date of the termination of the Program, any bookings you make for a Celebrity cruise will no longer be eligible to potentially earn Redeemable Points;
    - If your Pending Points Balance as of the effective date of such termination together with your Redeemable Points Balance as of the same date when combined would be sufficient to allow you to redeem Redeemable Points for an award, your Pending Points will not be cancelled until six (6) months after that termination date; otherwise your Pending Points Balance will be terminated as of the effective date of the Program termination;
    - Any Redeemable Points you have will expire six (6) months after the effective date of the termination of the Program.
- With respect to any and all questions, interpretations or disputes regarding the meaning or interpretation of these Terms & Conditions, our determination, in our sole discretion, shall be final and binding for all purposes. No dollar value for any Points.
4. Celebrity Cruises decision on all matters pertaining to the program is final and binding.
  5. You agree to indemnify, release and hold harmless Celebrity Cruises Inc., its parents, affiliates, subsidiaries, licensees and their respective shareholders, officers, directors, employees, agents, successors and assigns, from and against any claim, demand, threat or action that may arise out of or in connection with the Program, the earning of Dollar Rewards, your enrollment, participation and your acceptance or use of any award, reward or benefit you may obtain or have available to you in connection with our Program.
  6. It is your sole responsibility to ensure the accuracy and completeness of the information you provide and we obtain (or fail to obtain) in connection with your participation in this Program. It is the responsibility of the Participant to advise the Program Administrator of any change in address, change of contact details, or change of employer by sending their details in writing to the Celebrity Rewards Helpdesk via the Contact Us page on [www.celebrityrewards.com](http://www.celebrityrewards.com)
  7. It is the Participant's responsibility to keep passwords and username details secret. Celebrity Cruises shall accept no responsibility for any loss suffered by Participants where such loss is attributed to a failure by Participants to maintain account security.
  8. Individual points awarded and/or the activities of Participants may be subject to random audit procedures at the discretion of the Program Administrator during or subsequent to the completion of the Rewards Program. In the event of any suspected irregularities, misuse or fraud, Celebrity Cruises shall be entitled and, where verified, terminate Participant's membership of this Rewards Program without any liability whatsoever.
  9. No pooling of points will be accepted and any Participants who are found to be pooling points will have all Pending and Redeemable Points removed from their Account Balance and dissolved and their participation in the Celebrity Rewards program will be immediately terminated.
  10. Booking data for the Participant's agency for the previous week of sales typically will be uploaded to the Celebrity Rewards website by 9:00 EST each Wednesday.
  11. It is the Participant's responsibility to log on to the Rewards Website to claim the bookings they have individually made in Any point discrepancies need to be directed to the Celebrity Rewards Help Desk via the Contact Us page on [www.celebrityrewards.com](http://www.celebrityrewards.com) with the detail and nature of the discrepancy. Please allow 48 hours for the Help Desk to respond to a query.
  12. Points earned by a Participant are individually owned by them but are nontransferable. Earned points are points that have a 'Redeemable' status. Should a Participant change employers but remain within an Approved Travel Agency, they will retain all their currently earned Redeemable Points within their Account Balance, but will forfeit all their Pending Points. Any sales that have not been claimed by the Participant by the last date of employment with their original employer may no longer be claimed by Participant.
  13. Rewards will be paid in the payment currency established for your Authorized Travel Agency.
  14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida including, where relevant, maritime law of the United States.
  15. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than any Federal court located in Miami, Florida or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in Miami, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in any Federal court located in Miami, Florida or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in Miami, and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. All costs of such litigation, including reasonable attorneys' fees, shall be recovered by the prevailing party.



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16. CLASS ACTION RELIEF WAIVER. YOU HEREBY AGREE THAT YOU MAY BRING CLAIMS AGAINST CELEBRITY CRUISES ONLY IN PASSENGER'S INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, PASSENGER AGREES THAT ANY LAWSUIT AGAINST CELEBRITY CRUISES INC., OR ITS AFFILIATES, SUBSIDIARIES OR PARENT COMPANIES 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 AGREES TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.

17. Regardless of the form of action or the basis of the claim, under no circumstances and in no event shall we be liable for: (a) any indirect, incidental, consequential, special, exemplary or punitive damages of any kind in connection with the Program and/or these Terms & Conditions; and/or (b) for any direct, compensatory or other damages in an amount in the aggregate, in excess of actual provable damages or \$300, whichever shall be less.

18. The Program is void where prohibited by federal, state or local law. These Program Terms and Conditions set forth all the terms of the Program in addition to, and supplement, the Program redemption rules that govern the redemption of points, and any other redemption rules provided by us or our agents. We have no other obligation with respect to the Program beyond those described in these Terms and Conditions.

19. Points earned (i.e. Redeemable Points) are not the property of the Participant and are not transferable, have no cash value, and cannot be used as payment of any obligation to us or our affiliates, except to the extent specifically enumerated in the Redemption Rules. Any points (both Pending and Redeemable) shall be permanently forfeited if your Account has been closed, or upon the Participant's death. If there is any abuse of the Program, failure to follow Program terms, or any misrepresentation by you, all unredeemed points shall be forfeited and no additional points shall accumulate. There is no maximum number of points that you can accumulate in the Program. Pending Points have not been earned are not property, are not transferable, have no cash value and cannot be used as payment of any obligation to us or our affiliates.

#### **TERMINATION:**

1. Failure of a Participant to comply with these Terms and Conditions may result in the termination of a Participant's involvement in the program. All decisions by Celebrity Cruises are final.

2. Any tampering with the Celebrity Rewards website such as modifying, adapting, translating or reverse engineering any portion of the website will result in instant dismissal from the Rewards Program and financial penalties may be incurred by the offender.

3. A Participant may terminate their participation in the program by providing notice in writing to the Program Administrator via the Contact Us page on [www.celebrityrewards.com](http://www.celebrityrewards.com)

#### **DATA USAGE**

1. You agree by participating in the Rewards Programme that Celebrity Cruises and the Program Administrator shall be permitted to share personal information with each other relating to Participants for the purpose of administering the program.

2. You further agree that the Program Administrator shall be permitted to share your personal details with third party suppliers of goods and services for the purpose of arranging delivery of rewards.

3. You also agree that the Program Administrator shall further be permitted to use unidentifiable aggregate data for the purpose of obtaining statistical data relating to all aspects of the Rewards Program and shall be permitted to share such information with Celebrity Cruises

4. You further agree that by registering for this Rewards Program that we may contact you from time to time by email to update you on rewards, points and promotions.

