



AZAMARA®

# Travel Advisor Guidelines



Gozo, Malta

Explore Further<sup>SM</sup>

**TRAVEL ADVISOR GUIDELINES**  
**(North America, Puerto Rico and the Caribbean Islands Only)**  
*(As of 3/26/2021)*

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## 1.0 GUIDELINES DETAIL

### 1.1 Guidelines

**SP Cruises OpCo Limited**, operating as and through its brand **Azamara** (“**Azamara**”) requires that each individual, company, travel agency, tour operator, travel intermediary and travel distributor that books, sells or distributes cruise accommodations offered by Azamara (“Travel Partner”) must comply with these Travel Industry Guidelines (the “Guidelines”). These Guidelines are available at [www.AzamaraConnect.com](http://www.AzamaraConnect.com), and may, at Azamara’s discretion, be communicated by Internet publication and/or be distributed in any form of print. Azamara may amend these Guidelines at any time, in its sole discretion, and any such modifications shall become effective immediately, unless otherwise specified. Travel Partner agrees that, by making bookings with and/or entering into a Travel Partner Agreement with Azamara, it hereby agrees to all of the terms, obligations and restrictions of these Guidelines which shall survive the termination of any underlying Travel Partner Agreement (defined below).

### 1.2 Scope

These Guidelines apply only to the following two separate and distinct Territories: (i) “North America” which means and includes the fifty States of the United States (excluding Puerto Rico and other U.S. territories), the District of Columbia, Bermuda and Canada; and (ii) the “Puerto Rico and the Caribbean Islands” which means and includes Puerto Rico and the Caribbean Islands identified on [www.cruisingpower.com](http://www.cruisingpower.com) as being part of this Territory (as of the date shown above, Aruba, Anguilla, Antigua and Barbuda, Bahamas, Barbados, Bonaire, Cayman Islands, Curacao, Dominica, Grenada, Haiti, Jamaica, Netherlands Antilles, Saint Kitts & Nevis, Saint Lucia, St. Kitts, St. Maarten, Sint Maarten, Turks and Caicos, Trinidad and Tobago, St Vincent & Grenadines, and the U.S. and British Virgin Islands. Outside of these Territories, please contact the appropriate Azamara office or your international representative.

The Guidelines apply to the following: (i) any Travel Partner that has an agreement in place with Azamara, including, but not limited to, Travel Agency Agreements, Commission Letters, National Account Sales Agreements, Marketing Agreements, Commission Agreements or Annual Sales Plans (collectively “Travel Agency Agreement(s)”); (ii) any Travel Partner that uses the Worldwide Web to market or process the booking, sale or distribution of cruise accommodations; and (iii) any third party with which Travel Partner may engage or enter into a business arrangement (as permitted under the terms of the Travel Partner Agreement) regarding the advertisement, marketing, sale and/or distribution of any of Azamara’s products. The Guidelines shall not apply to any individual consumers who book any Azamara cruises for themselves or for others and who receive no commission or payment from Azamara.

### 1.3 Purpose

The purpose of these Guidelines is to establish standards for advertising, marketing, selling, booking, and payment for, cruises offered by Azamara and for the use of Azamara’s intellectual property, including without limitation trademarks, service marks, copyrighted materials and images, b-roll, still-images and other authorized video (collectively “Azamara Property”), regardless of whether such property is used and/or registered by Azamara, or used in print material, on the Internet, or otherwise.

#### 1.4 Compliance with Guidelines; Agent of Customer

Travel Partner shall periodically review these Guidelines to ensure compliance. Travel Partner agrees and acknowledges that it is not an agent of Azamara, but rather is an agent of its respective customers.

Nothing in these Guidelines provides Travel Partner with any right, license, authorization or approval to make bookings with Azamara or to receive any commission or other payments directly or indirectly from Azamara. The terms of any such payment or commission shall be set forth in the relevant Travel Partner Agreement between Azamara and Travel Partner.

## 2.0 TRADEMARKS, COPYRIGHTS & OTHER INTELLECTUAL PROPERTY

### 2.1 Azamara Trademarks

The lists and instructions for use of trademarks and service marks belonging to Azamara are provided at [www.cruisingpower.com](http://www.cruisingpower.com). The absence of a logo, program, offer, or other name from a trademark list does not constitute a waiver of Azamara's trademark or other intellectual property rights concerning that name. Travel Partner shall regularly refer to the website content, which Azamara may update periodically.

#### [Azamara](#)

### 2.2 Rules & Restrictions of Use

Unless granted prior written approval or express permission for a specific purpose by Azamara, a Travel Partner shall not do any of the following:

1. Use any Azamara Property, or any variation thereof resembling Azamara's Property, as part of a corporate, business or trade name, regardless of the nature of services or products to be offered in conjunction with the name.
2. Use any Azamara Property directly adjacent to or in combination with any other words not expressly authorized by Azamara, including but not limited to Travel Partner's corporate and business name.
3. Use any Azamara Property or any variation thereof, including but not limited to misspellings, for any part of an Internet domain name or URL, social media web site page, username or handle, online profile, web or phone application, or any other Internet use without the express, prior written consent of an officer of Azamara.
4. Use any Azamara Property, or any variation thereof resembling Azamara Property, in advertising, marketing, promotions or public relations, including but not limited to, advertising links, banner ads, etc.
5. Use any Azamara Property or any variation thereof resembling Azamara Property in any way that gives the appearance of identifying its own businesses and programs or suggesting affiliation with, sponsorship or endorsement by Azamara.
6. List in any type of directory, including telephone and internet listings, under the heading "Azamara" or any variation thereof.
7. Use any Azamara Property in a manner that would appear to identify Azamara in Travel Partner programs, discount programs, or promotions that Azamara has not expressly authorized, offered, promoted or endorsed.
8. Organize or coordinate any event in which Travel Partner refers or represents itself as an Azamara brand or any variation thereof.
9. Under no circumstances may Travel Partner transfer, assign or otherwise permit any third party to utilize Azamara Property, without Azamara's express prior written permission.

10. Use or create any advertising materials, including web site pages, that incorporate the Azamara Property or recreate the look and feel of Azamara, such that a consumer may believe the advertising or web page is hosted by or affiliated with Azamara. A disclaimer stating that the web page is not affiliated with Azamara does not satisfy this requirement.

In addition, Travel Agency shall comply with the following:

1. To the extent that Azamara permits Travel Partner to use any Azamara Property, Travel Partner may only use that portion of Azamara Property, in only the manner authorized by Azamara, and solely to promote Azamara's products and the sale of its cruises. For clarity, the Azamara Property may not be used to promote the travel or cruise industry generally.
2. On first use of any Azamara brand trademark in any publication, use the appropriate ® or <sup>SM</sup> symbol, as identified on the applicable trademark list.  
[Azamara](#)
3. Travel Partner may not act in any way that might, as determined by Azamara's sole discretion, impair, infringe or dilute any part of Azamara's right and title in Azamara Property or its right to use Azamara Property.
4. Travel Partner may not at any time do or cause to be done any act contesting any of Azamara's rights in Azamara Property.
5. Travel Partner is not permitted in any manner to represent or to give the impression, including by virtue of domain name registration, that it has any ownership rights in Azamara Property or that it is affiliated with or sponsored by Azamara (other than as may be expressly set forth in the underlying Travel Partner Agreement).
6. Travel Partner acknowledges that the use of Azamara Property does not grant Travel Partner any right, title or interest in or to Azamara Property, including any goodwill therefrom, and does not prevent Azamara from using and/or registering Azamara Property for goods and services for which Azamara has any current or potential interest.
7. All use of Azamara Property by Travel Partner shall be for the sole benefit of Azamara.
8. Travel Partner is familiar with Azamara Property and is not permitted to file or register for any of Azamara Property, including names, tag lines, slogans, trademarks, logos, designs, domain names, imagery, or copyrighted material substantially similar to Azamara Property.
9. Any consent given by Azamara to use Azamara Property may be withdrawn by Azamara in its sole discretion at any time.
10. At any time upon Azamara's request or upon termination of the underlying Travel Partner Agreement, and at all times thereafter, Travel Partner will immediately stop using Azamara Property in every way and will deliver to Azamara or destroy, at Azamara's option, all material provided to Travel Partner on which Azamara Property appears.
11. Travel Partner hereby waives any rights that it may acquire by virtue of Travel Partner's use of Azamara Property and to any trademarks, names, slogans, domain names and imagery confusingly similar thereto.
12. Under no circumstances may Travel Partner offer or distribute to any other travel agency, Azamara's brand, products, inventory, pricing or any of Azamara Property, via Internet or other distribution system (including Global Distribution Systems, "GDS"), without Azamara's prior written consent. This restriction applies, without limitation, to any link or connectivity established by a third-party, with or through any of Travel Partner's web sites or GDS, that provides any other Travel Partner access to Azamara products, pricing or inventory.
13. Any breach by Travel Partner of the foregoing Point 12 shall give rise to the immediate termination of the underlying Travel Partner Agreement at Azamara's discretion. Furthermore, Travel Partner shall immediately return any commissions paid by Azamara for bookings of this nature. In addition to any other remedies at law or in equity, Azamara

shall have the right to withhold and set-off any commission or any other payments due to Travel Partner against any payments of commissions paid for such unauthorized bookings.

### **3.0 SALES & PAYMENT**

#### **3.1 Payment; Advanced Commission; Credit Cards; Refunds**

Payment may be made by acceptable credit card, travel agency check or CruisePay (web based electronic payment tool accessible via [www.cruisingpower.com](http://www.cruisingpower.com)). Final payments made by travel agency check or CruisePay (Electronic Funds Transfer) should be made net of the applicable commissions. Payments made by check should be sent via regular mail to Azamara, PO Box 025511, Miami, Florida 33102-5511, or via express mail Azamara, 1050 Caribbean Way, Miami, Florida 33132, Attention: Cash Processing Department.

Payments by credit card must be for the gross purchase price. When the gross purchase price is commissionable and has been collected by Azamara via credit card payment, the commissionable amounts collected above the net amount due for the reservation (gross purchase price less travel agent commission on the commissionable portion) will be advanced to Travel Partner as a check or electronic deposit via a third-party processor after Azamara's receipt of final payment. However, commission does not become due and payable (i.e., earned) until the associated booking, for which Azamara has been paid in full, has either sailed or been cancelled at a time when 100% cancellation charges have been levied and retained by Azamara (i.e., not refunded).

If commission was advanced by Azamara to Travel Partner for a booking which is later cancelled under circumstances where commission is not owed, or commission is not owed due to a violation of these Guidelines, Travel Partner shall immediately return the overpayment of commissions to Azamara. Azamara shall have the right to withhold and set-off any commission or any other payments due to Travel Partner to satisfy Travel Partner's obligations to Azamara.

In addition, under no circumstances will Azamara be obligated to pay commission on bookings unless they are genuine bookings made for the benefit of real people who are named on the booking and intending to travel. In the event that Azamara has reasonable grounds to suspect that this is not the case, Azamara has the right to cancel such bookings without any liability or obligation to pay commission for the same.

To the extent that Azamara believes, in its sole discretion, that Travel Partner's operations jeopardize its ability to fulfill its obligations to its customers or to Azamara, Azamara reserves the right to do the following: (i) put such Travel Partner on payment restriction, including but not limited to, "credit card only" or "cash only"; (ii) suspend bookings by such Travel Partner unless and until Travel Partner can provide adequate assurance to Azamara to the contrary; (iii) place the Travel Partner on "no book" status; (iv) withhold any and all commissions or co-op funds owed to Travel Partner to satisfy its obligations to Azamara; and (v) terminate the underlying Travel Partner agreement. The foregoing remedies are without prejudice to any other rights or remedies available to Azamara.

Travel Partner must adhere to the applicable credit card company's procedures for credit card transactions and collect proper authorizations from clients for all credit card charges). Travel Partner shall collect and provide to Azamara the following credit/debit card data from customers of Travel Partner who have booked a Cruise Line cruise: full name on the card, credit/debit card number and expiration date. In the event of a fraudulent or unauthorized credit card transaction through Travel Partner, such Travel Partner shall use reasonable efforts to assist

Azamara in resolving any related dispute between Azamara, the applicable credit card company, or the credit card holder. Travel Partner shall be responsible for payment to Azamara of any amounts related thereto if: (i) such fraudulent or unauthorized transaction resulted from such Travel Partner's negligence or intentional misconduct; or (ii) the verification method followed by Travel Partner is insufficient for Azamara to successfully defend against the chargeback.

In the event that a guest is entitled to a refund, Azamara is only responsible for refunding that portion of the amount paid by the guest that was paid to and retained by Azamara less any applicable cancellation fees. Travel Partner is responsible for refunding all additional amounts received from the guest. If Azamara received payment via credit card and a refund is owed, Azamara's refund will be made to that credit card. If Azamara received payment from Travel Partner and a refund is owed, Azamara's refund will be provided back to that Travel Partner. All monies refunded by Azamara to Travel Partner for the benefit of a guest must be sent by Travel Partner to the guest within 14 days of Travel Partner's receipt and cannot be substituted by Travel Partner for any Travel Partner voucher, travel voucher, or any form of payment other than cash.

### 3.2 Price Protection/Best Price Guarantee

If Travel Partner finds a lower price prior to final payment, a Travel Partner or guest can submit the Best Price Guarantee form to request to have a lower cruise fare or a promotional offer advertised to the general public applied to your booking. A thorough explanation of Azamara's Best Price Guarantee Program for bookings is available at <https://www.azamara.com/plan/best-price-guarantee>.

### 3.3 Pricing Accuracy

Azamara attempts to ensure the accuracy of the pricing reflected in its systems and the systems of approved distribution channels. However, in the event of a pricing error or omission, Azamara reserves the right to cancel or adjust the pricing of any reservation that is impacted by the error. In the event Azamara cancels such a reservation, a full refund will be made and cancellation penalties will not apply, unless an alternate resolution is required by applicable law.

### 3.4 Off Tariff Pricing

#### A. Net Rates

Azamara's brands offer certain Off Tariff rate programs ("Net Rates") to Travel Partners (specifically tour operators) in instances where pricing will be marketed in a covert manner and an approved Sales & Marketing plan is in place. Net rates are non-commissionable and are available for "best available" lead category based on a discounted lowest available fare calculation. These rates are subject to change at Azamara's discretion, may not be available on all open voyages (specifically not available for holiday-related sailings), and are not combinable with any other promotions.

### 3.5 Stateroom Occupancy Requirements

Azamara may require that staterooms with the capacity to accommodate three or more guests be fully occupied. Azamara reserves the right to move guests to a comparable stateroom with the appropriate number of berths if (i) Travel Partner books a stateroom with fewer than the maximum number of guests that the stateroom can accommodate, or (ii) a guest cancellation occurs and the remaining number of guests do not match the maximum number of guests the stateroom can accommodate.

### 3.6 Onboard Marketing Prohibition

While onboard Azamara's vessels, Travel Partner shall have no right to market future cruises to any guests who were not booked on that cruise by Travel Partner.

### 3.7 Transfer of Bookings (Effective February 18, 2021 for NEW bookings only)

#### A. Consumer to Travel Partner

Consumer direct bookings may be transferred to a Travel Partner of choice, up until 60 days from creation, if the request is made before the Final Payment due date and the booking is not paid in full. Azamara cannot accommodate a transfer if a booking has a ChoiceAir ticket and the transfer request involves a change in currency. If a direct guest would like to transfer a reservation to a Travel Partner, the Travel Partner Form ([Azamara](#)) must be completed and faxed back to the number on the form.

#### B. Travel Partner to Travel Partner

In order to change an agency on a booking, written authorization must be obtained from the agency of record that is releasing the booking and a letter of acceptance written on the letterhead of the agency taking over the reservation must be submitted to Azamara.

### 3.8 Restricted Promotional Pricing

Travel Partner is responsible for ensuring compliance with the eligibility requirements of restricted promotional fares (for example Interline or similar promotions) for all reservations made with Azamara and shall at all times ensure that such fares are not knowingly offered or displayed to ineligible guests via any means, including through any internet or other distribution channel. If Travel Partner offers or displays restricted promotional fares to ineligible guests whether deliberately or due to the inability of any applicable distribution channel to prevent such display, then Azamara (i) may, at any time thereafter and in its sole discretion, remove such Travel Partner's access to such rates, and (ii) reserves the right to collect the difference between the fare paid and the lowest available fare for which the guest(s) are eligible by deducting the amount from any commissions owed to such Travel Partner under the applicable Travel Partner Agreement. Notwithstanding the foregoing, if an ineligible restricted promotional fare is offered or displayed as a result of a guest misrepresenting himself or herself to Travel Partner, Azamara will not take the action set forth in clauses (i) and (ii) above and will instead collect the fare difference directly from the guest.

### 3.9 Off-Selling

Travel Partner shall not "off sell" another vacation brand from a prospect generated by an advertisement which has been paid for via Azamara Cooperative "Co-op" media funds.

### 3.10 Travel Partner Code of Conduct

Azamara is pleased to offer its Travel Partners special reduced rates so they may experience first-hand Azamara's wonderful products and amenities, which are all delivered in an exceptional manner by our professional crew. However, as a condition of this opportunity, Travel Partners sailing under the reduced rate program must adhere to the following Travel Partner Code of Conduct.

## Travel Partner Code of Conduct:

1. Travel Partners sailing under the reduced rate program are prohibited from discussing their special rates with any other guests.
2. At all times during a cruise vacation, Travel Partners are prohibited from advertising and/or soliciting their professional travel services. This prohibition applies, regardless of whether or not the Travel Partner is sailing under a special pricing program or at the normal public rate.
3. All guests sailing, including Travel Partners, friends and/or family, are required to abide by the provisions of the Guest Health, Safety and Conduct Policy. The Guest Health, Safety and Conduct Policy helps ensure that all guests are able to participate in a safe and enjoyable cruise experience. It sets forth standards of conduct for guests to follow throughout their cruise vacation, including transfers to and from ships, inside terminals, while onboard, at ports-of-call, during shore excursions and at our private destinations. The Guest Health, Safety and Conduct Policy covers topics such as our COVID-19 related protocols, safety, security, guest/crew interaction, language or behavior that is inappropriately abusive or disruptive, smoking, prohibited items such as alcohol and drugs, parental responsibility, health, and environmental stewardship. Any guest, including Travel Partners, failing to abide by the Guest Health, Safety and Conduct Policy can face consequences including removal from a ship at the next port-of-call. The complete Guest Health, Safety and Conduct Policy can be reviewed on-line.

## 4.0 ADVERTISING IN GENERAL

### 4.1 Advertising Compliance

At all times, Travel Partner shall comply with this Section 4.0 (“Advertising In General”). Travel Partner’s use of Azamara Property shall be solely for the purpose of promoting and selling Azamara cruises. Any exceptions must be formally approved in writing by Azamara.

### 4.2 Specifications & Current Logos for Advertising

The specifications and requirements for all advertising of the Azamara brands including the current Azamara brand logos are available from the image library located at [www.cruisingpower.com](http://www.cruisingpower.com) (brand guidelines link).

### 4.3 Trademarks & Copyrighted Material

Travel Partner shall refer to Section 2.0 of these Guidelines with regard to the authorized use of Azamara brand trademarks and copyrighted materials.

### 4.4 Ship’s Registry

Ship’s registry information must always be included in all advertisements that references Azamara. If there are no specific ship references, then all of the registries that apply to Azamara vessels must be referenced. The current ship’s registries applicable to the Azamara brand is as follows:

- Azamara: Ships' registry: Malta

#### 4.5 Gift Certificates, Vouchers, Coupons & Promotional Offers

Travel Partner may create Travel Partner promotional offers, cruise and gift certificates, vouchers and coupons, and prior to publication or display, shall submit such items to Azamara for approval. If Azamara approves Travel Partner cruise certificate, the following shall apply:

1. The following statement shall be conspicuously placed on any cruise certificate and in a sufficiently large font size as approved by Azamara: *“IMPORTANT NOTICE: This Cruise Certificate has been issued by {Insert Travel Partner name} (the “Travel Agent”), a licensed seller of travel, and may be distributed only to an individual who will personally redeem it for a cruise with Azamara (the “Recipient”). The Cruise Certificate may not be transferred by either the Travel Agent or Recipient to another individual or entity or be used for any other purpose. Azamara reserves the right to reject any cruise certificate that has not been expressly authorized by Azamara. {Travel Partner name} is neither affiliated with nor an agent of Azamara and is therefore solely responsible for this offer.”*
2. Cruise Certificates, promotional offers, gift certificates, vouchers and coupons shall at all times comply with Section 2.0 of these Guidelines.
3. Cruise Certificates must be made available to consumers prior to purchase.
4. Azamara reserves the right to demand cancellation of any Cruise Certificate program, which fails to comply with these Guidelines or for which Travel Partner fails to meet a minimal standard of customer service.
5. Azamara approval of any Travel Partner program shall not be considered an endorsement of such program or any information contained therein or an opinion by Azamara that Travel Partner’s program is in compliance with applicable law, rules, or regulations or does not infringe or violate any third-party rights.

#### 4.6 Contests or Sweepstakes

Travel Partner shall have no right to use Azamara Property, including images, logos and trademarks, in any sweepstakes or contest (“Travel Partner Promotion”) without the express prior written authorization of Azamara. Sweepstakes approved by Azamara shall stipulate the following: *(Travel Partner name) is the Sponsor of this <sweepstake/contest>, is neither affiliated with nor an agent of Azamara and is therefore solely responsible for all aspects of this promotion.*

If Azamara approves Travel Partner Promotion, the following shall apply:

1. Travel Partner created sweepstakes shall clearly indicate that the promotion is provided by Travel Partner and is not endorsed or sponsored by Azamara;
2. The foregoing statement shall be conspicuously stipulated in the promotional rules and in a sufficiently large font size as approved by Azamara;
3. Promotions shall at all times comply with Section 2.0 of these Guidelines;
4. Promotional Rules must be made available to consumers prior to entry or purchase;
5. Azamara reserves the right to demand cancellation of any Travel Partner Promotion that fails to meet its guidelines and requirements; and
6. Azamara approval of any Travel Partner Promotion shall not be considered an endorsement of Travel Partner Promotion or any information contained therein or an opinion by Azamara that Travel Partner Promotion is in compliance with applicable law, rules or regulations or does not infringe or violate any third-party rights.

#### 4.7 Auctions/ Discount Clubs/Clearinghouses

Without the prior written approval of Azamara ("Cruise Line"), no Travel Partner shall advertise, market, promote or sell a Cruise Line's cruises or other services or products: (i) in any online or live auction (including but not limited to eBay, Craigslist or any similar web based Highest/lowest bidding venue); (ii) on any member's only website, discount club, cruise quote service or clearinghouse which prohibits or purports to prohibit disclosure to the Cruise Line of the prices being quoted to the consumer or which does not provide full transparency to the Cruise Line of the rates and offers being provided with respect to that Cruise Line's cruises or other products or services.

#### 4.8 Special Events

Any Travel Partner coordinating events shall not, under any circumstances, represent themselves as or affiliated with Azamara.

#### 4.9 Travel Agent Guide

Azamara provides an annual publication of a Travel Agent Guide ("TAG"), which is a comprehensive collection of brochures and collateral pieces with tips and information for agents to sell Azamara vacations. The publication is provided complimentary to Travel Partners. Azamara shall not tolerate any effort by Travel Partner or any third-party to sell or auction the TAG or any other form of Azamara promotional material for a profit.

#### 4.10 Flyers, Emails and Other Promotional Materials

From time to time Azamara may provide collateral pieces such as flyers or html images for Travel Partner's use in promoting Azamara vacations. Unless expressly stated otherwise by Azamara, these materials shall be distributed in their original form, and Azamara does not authorize Travel Partner to modify or otherwise alter such materials, extract, or copy any such materials, photographs, images, or content in whole or in part.

### 5.0 REBATING AND ADVERTISING PRICING GUIDELINES

#### 5.1 Rebating and Advertising Pricing Guidelines – Scope and Definitions

Travel Partner will at all times comply with the requirements of this Section 5.0 ("Rebating and Advertising Pricing Guidelines").

**Scope:** These Rebating and Advertising Pricing Guidelines apply to advertising or marketing of Azamara Cruises or Covered Services through any medium, including without limitation any newspaper, direct mail, magazine, catalogue, flyer, TV, radio, e-mail, telephone, facsimile, and all Internet vehicles such as search engines, booking engines, websites, pop-ups and banner ads.

**Definitions:** As used in this Section 5.0, the following terms shall have the meanings ascribed to them below:

"Azamara Cruises" means any cruises on a vessel operating under the Azamara brand but excluding: (a) berths sold to a purchaser under a whole vessel accommodation purchase and resale agreement; or (b) berths sold to a purchaser for resale under a resale group agreement.

“*Covered Services*” means any product or service other than cruises offered or sold by Azamara, including CruiseCare travel protection, shore excursions, beverage packages, pre/post hotel stays, and Cruisetours.

“*NCCF*” means that portion of the cruise fare for a Azamara Cruise on which the applicable Cruise Line does not pay a commission.

For Azamara Cruises, “*Floor Rates*” means:

- a. The lowest available fare provided by the applicable Cruise Line that is available to the general public for a specific berth on a Azamara Cruise;
- b. Rates provided by Azamara that are restricted to select guests, which meet specified criteria, and are offered in compliance with the terms of Section 3.8 of these Guidelines;
- c. Rates quoted by the applicable Cruise Line for group inventory (“*Group Rates*”) but only bookings that are part of a Group that qualifies for the advertised rate may be advertised at the Group Rate; or
- d. Special Group Rates that have been established between the applicable Cruise Line and a particular Travel Partner for specific inventory at rates intended for advertisement to the general public. However, only the specific inventory that is subject to the Special Group Rate can be advertised at that Special Group Rate.

For Covered Services (except for CruiseCare), “*Floor Rates*” means:

- a. The lowest available price provided by the applicable Cruise Line that is available to the general public for a specific Covered Service; or
- b. Special bundled prices that have been established between the applicable Cruise Line and a particular Travel Partner for specific Covered Services to be offered to a group at prices intended for advertisement to the general public.

For CruiseCare, “*Approved Rates*” means the prices provided by the applicable Cruise Line that is available to the general public for CruiseCare.

“*Value-adds*” means any and all items of value offered or provided by a Travel Partner as an incentive or reward for the purchase of Azamara Cruises or Covered Services, but it does not include cash or cash equivalents which are prohibited under Azamara’s rebate policy (as set forth in Subsection 5.2.1.)

Through the use of the applicable Cruise Line’s Group Amenity Points (“*G.A.P.*”) the Travel Partner may qualify for various amenities, such as onboard credits, champagne, chocolates, truffles and cocktail parties. Amenities obtained through the use of the *G.A.P.* will not be included in calculating the value of Value-adds offered by the Travel Partner.

A Tour Conductor credit allows the holder to obtain a berth on a covered cruise. The Tour Conductor credit does not cover any taxes and fees owed on that berth nor the *NCCF* due for that berth. Both must be paid by the Travel Partner or guest. Alternatively, the Travel Partner may apply the value of the Tour Conductor credit received (which again does not include taxes and fees or *NCCF*) against the cost of one or more of the other bookings on which the Tour Conductor credit is based but not on any other bookings.

## 5.2 Prohibited Discounting/Rebating Rule.

It is a violation of these Travel Agent Guidelines for a Travel Partner to: (i) sell any Azamara Cruises or Covered Services below the Floor Rates, regardless of whether such Azamara Cruises

or Covered Services were advertised or marketed at rates below the Floor Rates; or (ii) sell CruiseCare travel protection at any rate other than the Approved Rate.<sup>1</sup>

It is a further violation of these Travel Agent Guidelines for a Travel Partner to offer any form of rebate to the purchaser of Azamara Cruises or Covered Services, but excluding the rebates to the extent permitted as set forth in Subsections 5.2.1 and 5.2.2 below.

#### 5.2.1 Prohibition Against Cash Rebates

Travel Partners may not offer:

- (a) any rebates in the form of cash, or cash equivalents, in connection with the purchase of any Azamara Cruises or Covered Services; or
- (b) any rebating or incentive programs pursuant to which the purchaser will receive something that can be converted to cash or currency (e.g., a \$50.00 USD check or traveler's check).

These are strictly prohibited unless the rebating or incentive program, and any and all program-related materials, are pre-approved in writing by a Vice President of the applicable Cruise Line.

#### 5.2.2 Limit on Non-Cash Rebates and Value-Adds

Value-adds are essentially a form of non-cash rebate. The following summarizes Azamara's policy regarding Value-adds:

- (a) The total value, or perceived value to the customer, of all Value-adds combined cannot exceed ten percent (10%) of the cruise fare (including the NCCF);
- (b) Although Value-adds in cash or cash equivalents are prohibited, gift cards and gift certificates may be used as Value-adds, so long as the total value of all Value-adds combined does not exceed the aforementioned 10%;
- (c) Value-adds may not be offered in exchange for the purchase of CruiseCare, as no form of rebating is ever allowed in connection with CruiseCare; and
- (d) The dollar amount, dollar value, or value as a percentage of the cruise fare of Value-adds, cannot be advertised or disclosed to the consumer with the exception of onboard credits.

Value-adds would include items purchased from Azamara under any onboard gifts, onboard credit or amenity funded by the Travel Partner.

Items funded by the applicable Cruise Line will not be counted toward the 10% limit on Value-Adds, e.g. incentive provided under a Cruise Line promotion (like "Create Your Own Sale"), any stateroom upgrades provided by Cruise Line, or amenities obtained by the Travel Partner using Group Amenities Plus (GAP) points.

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<sup>1</sup> CruiseCare travel protection includes a regulated insurance product. The insurance carrier for CruiseCare does not permit any changes to the price of CruiseCare.

### 5.3 Prohibitions Against Advertising/Marketing Prohibited Rebates or Value-Adds.

Travel Partner shall not market, promote and advertise in any media any cruise fare(s) for Azamara Cruises or prices for Covered Services that would violate the prohibitions set forth in Section 5.2 above.

In addition, Travel Partner shall not market, promote or advertise in any media any message that states, directly or indirectly, that Travel Partner will sell: (a) Azamara Cruises or Covered Services below Floor Rates; or (c) CruiseCare travel protection at any rate other than the Approved Rate. Examples include, but are not limited to, “we will beat any price” or “call us for additional discounts.”

### 5.4 Complete Cruise Fare; NCCF; Taxes, Fees and Port Expenses.

It is a mandatory requirement of Azamara to advertise the complete cruise fare, consistent with the definition contained in the Passenger Ticket Contract. All cruise fares advertised, marketed, promoted or otherwise quoted to a consumer must: (a) include all applicable NCCF charges; and (b) must not disclose the existence of or separately state what portion of the cruise fare is NCCF. Only taxes, fees, qualifying port expenses, and fuel supplement surcharges may be listed separately. No reference may be made to NCCFs or “port charges” (or anything similar thereto) in Travel Partner’s advertising or pricing statements.

Taxes, Fees and Port Expenses may include: (a) any and all fees, charges, tolls and taxes imposed by U.S. and/or foreign governmental, quasi-governmental authorities or entities, including, but not limited to, Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, air taxes or hotel VAT taxes incurred as part of a land tour, immigration and naturalization fees and Internal Revenue Service fees, whether assessed on a per passenger, per berth, per ton or per vessel basis as well as certain qualifying non-governmental fees or charges. In the case of per ton or per vessel assessments, those assessments may be spread over the passenger capacity of the ship. Taxes, Fees and Port Expenses are subject to change and Azamara reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full. Under no circumstances shall a Travel Partner increase, decrease or modify the amount of taxes, fees and port expenses associated with any Azamara bookings.

When advertising cruise pricing for Azamara, Travel Partner shall display associated taxes, fees and port expenses as provided in this paragraph. The following are acceptable options:

- Taxes, fees, and port expenses can be included in the advertised cruise fare as one fully bundled price point.
- Disclose the full amount of taxes, fees, and port expenses immediately above, below, or to the side of the advertised cruise fare with the following verbiage: “Taxes, fees, and port expenses of \$\_\_\_\_\_ per person are additional.”
- Disclose the full amount of taxes, fees, and port expenses immediately above, below, or to the side of the advertised cruise fare with the following verbiage: “Taxes, fees, and port expenses of up to \$\_\_\_\_\_ per person are additional.”

- Disclose the full amount of taxes, fees, and port expenses immediately above, below, or to the side of the advertised cruise fare with the following verbiage: “Taxes, fees, and port expenses of between \$\_\_\_ and \$\_\_\_ per person are additional.”

#### 5.5 Azamara Rates & Offers

Rates and offers promoted or advertised by Azamara Rates & Offers are based on availability and are subject to change at any time. Promotions and offers are applicable to new bookings only within the specified booking window or promotional period, unless otherwise noted with written authorization of Azamara.

#### 5.6 Savings Certificate Program

Discounts off the cruise fare known as “Savings Certificate” program or “Dollars Off” discount, cannot be promoted as a direct reduction of the cruise fare. Travel Partner must advertise or promote the lowest available fare and expressly state the amount of the additional discount. For example, a cruise rate of \$999 with a \$200 Saving Certificate or Dollars Off discount must be advertised and promoted as costing \$999 with an additional \$200 savings. This discount cannot be promoted or advertised as \$799. The rates must match the lowest available fares as shown in the reservation system.

#### 5.7 Onboard Credit Offers

Unless otherwise specified, all Onboard Credit offers are not redeemable for cash, and any unused amounts will expire at 10:00 p.m. on the last night of the cruise.

#### 5.8 Non-Combinability Restrictions.

Agencies must adhere to any non-combinability restrictions, as stated in the terms and conditions of offers and promotions.

#### 5.9 Cruise Certificates

Cruise certificates (strategic, perishable or future cruise certificates) issued by Azamara cannot be reused or sold to another party. Cruise certificates must be used by the specified expiration date. Other terms and conditions are also included on the cruise certificate.

#### 5.10 Violations.

In the event of a violation of these Rebate and Advertising Pricing Guidelines related to one or more of the Cruise Lines, all of the Cruise Lines shall have the right to: (a) reduce or eliminate any cooperative advertising support that each would otherwise provide; (b) reduce or eliminate the commission to be paid on all cruises for each Cruise Line, or Covered Services, booked by the Travel Partner in violation of this Section 5.0 as well as any future bookings; (c) place the Travel Partner on “no book” status, as determined by the applicable Cruise Line. The foregoing remedies are without prejudice to any other right or remedy available to each Cruise Line.

## 6.0 ONLINE ADVERTISING AND INTERNET GUIDELINES

### 6.1 Purpose

The following guidelines apply to web sites, web pages and the use of the internet by a Travel Partner for marketing and displaying travel services.

### 6.2 Paid Search Guidelines

The Paid Search Guidelines apply to a Travel Partner that utilizes paid search advertising services like Google AdWords, Yahoo Search Marketing or Microsoft adCenter/Bing to send users directly to the Travel Partner's website or a third-party's website. Guidelines pertain to correct spelling and misspellings of Azamara's brand names, ship names and trademarks.

### 6.3 Paid Search Creative Execution

When using paid search services that incorporate Azamara brand names, ship names or other Azamara trademarks, the following applies:

1. Travel Partner cannot use the words "discount cruises" or "discounts" in paid search advertising copy. Words such as, "value", "deals", "savings" and "specials" are permitted;
2. Travel Partner cannot use any variation that connotes "% off" or "percentage off" unless:
  - a. The percentage included accurately represents percentage off discounts, then currently available through the respective Azamara brand's pricing; and
  - b. The eligible sailings are on the landing page, which is linked directly from the advertisement.
3. Travel Partner cannot use the words "Official Site" in paid search copy;
4. Travel Partner cannot use the name "Azamara.com," or any variation or derivative thereof in a paid search ad. If using keyword insertion and/or bidding on "Azamara," or similar term, you must add the ".com" as a negative term;
5. Travel Partner should align its price messages with the Cruise Line's corporate price messaging. For example, if Azamara is listing all prices on a per day per person basis, Azamara recommends that the Travel Partner do the same; and
6. Travel Partner cannot use the root URL of Azamara.com or Azamara.net in a display URL (i.e. in the final line of search copy). An example of an acceptable use is "websitename.com/azamara", but the following is not an acceptable use: "azamara.websitename.com".

### 6.4 Linking Destination

Linking destination ("Landing Pages") for online advertising, including email marketing, shall adhere to the following guidelines:

1. Must be a dedicated Azamara page;
2. Should not have any other cruise, vacation or travel company brand names, offers, itineraries or logos;
3. Should not sell competitor offers;
4. Must have the back button enabled;
5. Must have drop down menus that default to Azamara brand, offers, destinations, etc., if drop down menus or search widgets are used;
6. Must clearly indicate above the fold that the travel agent/agency is the web site owner or operator; and
7. Must not have a look and feel that is confusingly similar to the Azamara website.

### 6.5 Domain Names and URLs

Travel Partner shall not use, without the express prior written consent of the respective Azamara brand's Vice President of Sales, any Azamara property, or any derivative or variation thereof, in

a manner whereby any characters or symbols within such Azamara property are reversed, replaced or inserted (“Typos”) in any part of a domain name, URL path or sub domain. In the event Travel Partner owns or controls a domain name that contains Azamara Property or any derivative thereof, including Typos, Travel Partner shall promptly assign all right, title and interest in the domain name to Azamara via a domain name register designated by Azamara. Travel Partner shall bear all costs and expenses, including any legal fees incurred by Azamara in this regard. Additionally, within ten (10) days of Azamara’s request, Travel Partner shall produce a list of all domain names, sub domains and URLs, then owned by or under Travel Partner’s control, which contain Azamara Property or any variation thereof, including Typos.

## 6.6 Search Engines

The following requirements shall apply to web sites and web content owned by or under the control of Travel Partner:

1. Meta data and title tags: A Travel Partner website shall under no circumstances pose itself, through use of key words in the meta data or title tags, as an “Official Azamara site” or in any manner suggest sponsorship or endorsement by Azamara. Travel Partner websites shall not utilize excessive repetition of Azamara Property or anything substantially similar to Azamara Property or Typos as keywords (keyword stuffing) within any meta data or site content for the purpose of skewing search results.
2. Deceptive redirects (“cloaking”): Travel Partner websites shall not present one type of page content to the search engine’s to achieve rankings on an Azamara-related search, but then re-direct users to another page that contains different or unrelated content or content that is not in compliance with these Guidelines.
3. Hidden or Invisible Text: Travel Partner websites shall not place text on a page that is the same background color as the text or otherwise hide text, which contains Azamara Property, Typos, or anything substantially similar to Azamara Property. Travel Partner websites shall not use Typos as alternative text for images or in the <alt> html tag, which causes the text to be hidden from the viewer, but not hidden from search engine spiders.

## 6.7 Mobile Marketing Guidelines

Mobile web sites and advertisements must adhere to these Guidelines and to the following conditions:

1. The look, feel and name of mobile web sites, applications and tools that can be downloaded to a phone (games, maps, guides, video content, etc.), text, multimedia messaging services and mobile banner ads must not be confusingly similar to Azamara.com or any other company owned Azamara asset or application.
2. Travel Partner should not develop or launch any application with Azamara or a confusingly similar name in the title.
3. All mobile web sites, applications, messages and advertisements must clearly indicate that the travel agent/agency is the owner or operator.

## 6.8 Travel Partner Websites

Each web page in a Travel Partner website must clearly indicate that the Travel Partner is the website operator and display the Travel Partner name prominently on every page in the website. Should Travel Partner develop a website for any third-party private use, the third-party website user must be identified in the website consistent with the foregoing. Travel Partner is not authorized to make any statement, express or implied, that the website is an “Official Azamara site,” that Travel Partner, or the party that Travel Partner developed a website for, is an official Azamara agency or that Azamara has associated with or endorsed Travel Partner or its website.

## 6.9 Website Content

For the purpose of marketing Azamara products in accordance with these Guidelines, Travel Partner shall obtain Azamara Property from the image library located at [www.cruisingpower.com](http://www.cruisingpower.com) ([Azamara](http://www.cruisingpower.com)), which is expressly provided for such purposes (“Content”).

Travel Partner may not download or copy any Azamara Property from any other website, including other Azamara websites or pages, or use Azamara Property for any purpose other than the marketing of Azamara products. Travel Partner’s approved use of Azamara Property shall be subject to these Guidelines and to the following conditions:

1. All consents provided by Azamara in these Guidelines are expressly limited to Travel Partner’s use and activity directly related to promotion of Azamara cruises and travel services;
2. No other use or activity utilizing Azamara Content shall be permitted without prior written consent of Azamara;
3. Travel Partner shall not alter any Content in any manner except with Azamara’s written consent;
4. Travel Partner shall not use Content in any manner that implies Azamara has sponsored or endorsed Travel Partner or its business, services or products;
5. Travel Partner shall not use terms such as “our” or “us” when referring to Content owned by Azamara;
6. Travel Partner shall not use Content in any manner that:
  - a. Azamara, at its sole discretion, deems to undermine or disparage Azamara, its brands, services and products; or
  - b. Is in connection with products and services of an Azamara competitor.
7. Use of Content by Travel Partner must be in accordance with all applicable local, state, national and international laws, statutes, rules and regulations and must not violate any third-party rights;
8. The consents granted to Travel Partner under these Guidelines are subject to the following conditions:
  - a. Azamara has the right to require that Content be removed from Travel Partner’s website at any time;
  - b. Travel Partner shall comply with Section 2 of these Guidelines;
  - c. Azamara’s failure to exercise any of its rights hereunder or otherwise, in connection with Travel Partner’s website shall not be construed as a waiver of any rights; and
  - d. No consents or approvals granted under these Guidelines by Azamara to Travel Partner are assignable.
9. The consents provided by Azamara in these Guidelines specifically exclude any photographs and other content that are not available for download from the image library located at [www.cruisingpower.com](http://www.cruisingpower.com).
10. In its use of Azamara Content, Travel Partner acknowledges that the Content is provided AS IS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL AZAMARA BE LIABLE FOR TRAVEL PARTNER’S USE OF THE CONTENT OR OF ANY ERROR, FAILURE, DEFECT OR DELAY IN TRAVEL PARTNER’S ABILITY TO ACCESS OR USE THE CONTENT, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SAME, EVEN IF AZAMARA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AZAMARA’S LIABILITY TO TRAVEL PARTNER FOR USE OF THE CONTENT EXCEED THE AMOUNTS, IF

ANY, TRAVEL PARTNER PAID TO ACCESS THIS AZAMARA DOWNLOAD WEBSITE. APPLICABLE LAW MAY NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS SO THEY MAY NOT APPLY.

#### 6.10 Social Media Websites

The requirements of these Guidelines shall also apply to any profile, account, page or post on a social networking website (e.g. Facebook, Twitter, MySpace, LinkedIn), blogging website (e.g. BlogSpot.com, WordPress.com), video website (e.g. YouTube), or any other website operated by a third-party, directly or indirectly controlled or posted by Travel Partner (collectively "Social Media Websites"). Travel Partner should clearly identify itself as such and should not in any manner indicate an affiliation or endorsement from Azamara. Additionally, Travel Partner shall not, without Azamara's prior written approval, use or display Azamara Property, Typos, or anything substantially similar thereto in any username, profile name or similar name for any Social Media Website, or in any page, post, application or advertising on any Social Media Website.

#### 6.11 Spyware & Other Automated Tools

Travel Partner's use of online software applications that are referred to as "spyware," "adware," or "malware" or that extract data or content from any Azamara website shall be subject to the following:

1. Travel Partner shall not use or download to a user's computer any spyware, adware or malware or similar tool or toolbars or other navigational elements that integrate with or frame any Azamara website and are designed to divert traffic from any Azamara website; and
2. Travel Partner shall not "screen scrape" (evaluate and extract information from a web page through the use of software or programs) or use any data mining, robots or similar automated data gathering, extraction and/or analysis tools on any web or database connected thereto. Exceptions may be granted with the prior written consent of Azamara.

#### 6.12 Violations of the Online Advertising & Internet Guidelines

Azamara reserves the right, in addition to all other enforcements or actions available, to take the following steps in response to any violations of the Online Advertising and Internet Guidelines:

1. Violation of Paid Search requirements: As directed by Azamara, Travel Partner must disable non-conforming links, ads or web pages or make appropriate changes to each ad, link, ad text, ad title or web page;
2. Violation of Site Content requirements: As directed by Azamara, Travel Partner shall revise and/or change its web site;
3. Violation of Domain Name, sub domain and URL requirements: As directed by Azamara and in lieu of assigning such domain as per Section 6.5 herein, Travel Partner shall disable any non-conforming sub domain or URL;
4. Violation of Social Media requirements: As directed by Azamara, Travel Partner shall disable or transfer to Azamara any non-conforming username, account name, profile name, page name, etc. and disable any page, post, application or advertising (as permitted by the operator) on any Social Media website; and
5. In lieu of the foregoing and in response to flagrant or egregious violations of the Online Advertising & Internet Guidelines, Azamara in its sole judgment reserves the right to take appropriate actions, which include but are not limited to: (i) terminating co-op marketing funds; (ii) reducing or revoking commission; (iii) placing on "no book" status; and (iv) legal action.

## 6.13 Cross Border Selling

### A. Background

Most multinational companies recognize that the rules for hiring an employee in, for example, the United Kingdom, may differ significantly from those that apply when hiring an employee in China or Mexico. The explosive growth of the Internet now allows travel agents and tour operators based physically in a single country to reach out to guests on a multi-national basis. However, the lack of a physical presence in a country does not mean that transactions between a website and a consumer in that country are not subject to the laws of the country in which the consumer resides. For example, a number of travel agencies that only operate Internet websites nevertheless register as sellers of travel in California in part because consumers there can book cruises or air from that travel agency's website.

In addition, each Cruise Line's cruises and services are not sold under a single worldwide set of terms and conditions. Our passenger ticket contracts, cancellation policies, advertising policies and a number of other important factors can vary from country to country. Each of Azamara's domestic and international offices ("Office(s)"), and each member of our International Representative ("IR") network, are responsible for customers and Travel Partners operating in a specific geographic territory. Each Office and IR authorizes Travel Partners to market and take booking requests from guests in the territory covered by that Office or IR. **Note:** Although the "North America" and "Puerto Rico and Caribbean Islands" Territories are both managed out of Azamara's Office in Miami, Florida USA, these are two separate and distinct Territories for which authorization must be obtained separately. A Travel Partner authorized to market and take booking requests in one of these two Territories is not authorized to market and take booking requests in the other of the two, unless and until the Travel Partner is separately authorized by Azamara's Miami Office to do so.

### B. Purpose of This Policy

This policy is designed to provide Travel Partners with a straight forward answer to the question: can I market to and take booking requests from customers who are outside of the territory (or territories) that I have been authorized to operate in by the Cruise Lines ("Authorized Territories")?

Currently, our policy can be summarized as follows:

1. Principle 1: Only Take Bookings From Guests in a Territory for Which You Are Authorized.
  - a. Each Office only authorizes a Travel Partner to market and take booking requests from customers located in the country (or countries) assigned to that Office.
    - i. For example, the Office in Miami, Florida USA can only authorize a Travel Partner to market and book cruises for customers located in the North America Territory or, separately, the Puerto Rico and Caribbean Islands Territory. So a Travel Partner that has signed up with the Cruise Lines' Office in Miami for either of these Territories is not authorized to take a booking request from a customer in London unless that Travel Partner had also signed up with the Cruise Lines' Office for England.
    - ii. A Travel Partner: (1) cannot market cruises to guests booked outside their Authorized Territories; (2) must clearly and conspicuously disclose that any international toll free numbers the Travel Partner uses, whether in printed materials or on-line collateral materials that market Azamara brands, cannot be used for booking Azamara cruises unless the Travel Partner has permission from an Office or an IR for that market; and (3) is required to

obtain, at the time of booking, the information needed to determine whether the Travel Partner can take the booking.

- b. Similarly, each Cruise Line only authorizes an IR to sign up Travel Partners to market and take booking requests from customers located in a designated country. For example, the IR for Japan can only authorize a Travel Partner to market and take bookings from customers located in Japan.

To be eligible to earn commission on a booking, the Travel Partner will need to register with the applicable Cruise Line Office or IR responsible for managing the country in which the customer for that booking resides. Each Office reserves the right to refuse to pay or to reclaim any commissions paid for bookings to guests outside of the Travel Partner's Authorized Territory(ies). The foregoing is without prejudice to any other rights or remedies that the Offices or IRs may have (IRs may reserve that right as well), e.g., individuals who are legitimately dual residents generally can book with a Travel Partner in either of their resident countries but, depending on the facts, this general rule may not always apply.

2. Principle 2: Comply With All Applicable Laws and Prices and Terms and Conditions for the Territory.
  - a. Every Travel Partner is expected to comply with all applicable laws and agrees to indemnify the Cruise Lines in the event of claims that arise from the Travel Partner's failure to comply with such laws.
    - i. For example, if you are selling to a guest in the UK, if the law requires the Travel Partner to be licensed in the UK and to participate in their bond program for travel agencies, the Travel Partner must comply with those requirements.
    - ii. Also, while a Travel Partner in Mexico may advertise cruises in US dollars, it may be required under Mexican law to allow the customer to pay in Mexican pesos.
  - b. The terms and conditions, prices and other matters established for a specific country may not be offered to guests residing in another country without the express written consent of the Office responsible for that specific country.

### 3. Principle 3: The Guest's Home is the Key.

We recognize that determining where a person lives can be complicated so we currently use a single basic principle: Your Home is the Key. If the guest has a residence in a country in which the travel agent is authorized to sell and the booking is made under the Cruise Line's terms and conditions (including rates) applicable to residents of that country, the travel agency is authorized to sell to the guest. If the guest has a UK passport but only resides in France, only travel agencies authorized to sell in France are authorized to sell to that guest.

### 4. Principle 4: Support Easy to Do Business With.

- a. Travel Partners are free to register with as many different Offices or IRs as they want.
- b. We don't have the ability to offer travel agencies anywhere in the world the ability to sign up with one Office or IR and sell to guests anywhere in the world.

- c. A monthly report will be generated to give visibility to bookings that appear to be in violation of this policy.

#### C. Violations

Bookings made in violation of the Cross-Border Selling Policy will be subject to a reduction in or elimination of the commission paid by the Cruise Lines and/or such other consequences, including but not limited to, the elimination of other types of commissions for that booking or the exclusion of the revenue associated with that booking in making any incentive or override payment calculations, as determined by the applicable Cruise Line. The foregoing shall not waive any other right or remedy available to the Cruise Line for violation of the Cross-Border Selling Policy.

#### D. General

Any and all other Azamara policies and guidelines shall remain unaltered unless otherwise stated herein. This Policy is subject to change by Azamara without notice and may be void or altered where prohibited by or restricted by applicable law.

### 7.0 LEGAL

#### 7.1 Appropriate Communications; Prohibition Against Automated Promotional Tools including Robocalls, Texts and Faxes

Azamara does not permit the sending of outbound prerecorded telephone messages of any materials promoting Azamara brands or making outbound telephone calls to any person who is listed on a federal, state, local or travel agent specific "do not call" list. Travel Partner agrees that all communications related to the promotion of Azamara whether via phone, fax, email, text message, third party website or any other means shall comply with applicable laws, including but not limited to the Telephone Consumer Protection Act ("TCPA"), and industry practices.

Azamara strictly forbids and does not authorize the use of Solicitations (as defined below) to any consumer, business or other person or entity by means of an Automated Promotional Tool. Travel Partner shall not engage in Solicitations to any consumer, business or other person or entity by means of an Automated Promotional Tool to promote, market or otherwise solicit customers for: (a) a cruise on Azamara; (b) any services or products offered by Azamara to any guests at any time, potential guests or consumers on a cruise or in connection with a cruise; or (c) any services or products offered by Travel Partner or any third party in connection with a cruise offered by Azamara. As used in this Section, the terms: (a) "*Solicitation*" shall mean a communication to advertise, promote, market, solicit, or any other communication covered by the TCPA, the Telemarketing Sales Rule ("TSR") and any other applicable federal or state law; and (b) "*Automated Promotional Tools*" shall mean systems (such as auto-dialing or predictive dialing systems) for sending the following types of communications: promotional telephone solicitations; text messages; faxes; artificial or prerecorded voice messages; or any other form of communication covered by the TCPA, the TSR or any other applicable federal or state laws.

Travel Partner shall require any third parties directly or indirectly engaged in marketing or promoting for Travel Partner to comply with this Section 7.1, the TCPA, the TSR, and any other applicable federal or state law. Travel Partner shall strictly enforce these requirements against such third parties consistent with the specific terms of this Section 7.1. In the event of a breach

of this Section by Travel Partner or any such third party, Travel Partner shall notify Azamara of the breach within two (2) business days.

Exceptions to the foregoing prohibitions can only be approved in writing by Azamara Vice President of Sales.

Any violation of this Section 7.1 shall serve as grounds for immediate termination of Travel Partner's ability to book consumers' travel with Azamara. Travel Partner shall immediately, and at a minimum, cease all Solicitations using Automated Promotional Tools and the cancel any bookings made in violation of this Section 7.1 and shall cooperate with the applicable Cruise Line to re-book such cruises in a manner that does not violate state or federal laws at no additional cost to the guests or the Cruise Line. Depending on the circumstances, Azamara may require additional steps to be taken by Travel Partner to satisfy Azamara and the guest as to each such booking.

#### 7.2 Warranty of Compliance

Travel Partner warrants that it is in full compliance with all applicable federal, state and local laws and regulations, including but not limited to: the CAN-SPAM Act, the TCPA, the Telemarketing and the Consumer Fraud and Abuse Prevention Act, and the TSR. Accordingly, Travel Partner agrees to indemnify Azamara, its affiliates and their respective officers, directors and employees (the "Azamara Indemnitees") from any and all losses, liabilities, claims, damages, costs, expenses as well as reasonable attorney fees arising out of or in connection with any and all violations of this Section 7.0. Furthermore, Travel Partner warrants that all use of Azamara Property used to market and sell Azamara cruises and vacation services shall be in compliance with applicable federal, state and local laws and regulations.

#### 7.3 Americans With Disabilities Act Compliance

Azamara is subject to the requirements of the U.S. Department of Transportation Final Rule "Transportation for Individuals with Disabilities: Passenger Vessels," 49 Code of Federal Register Part 39 ("ADA Rule"). The rule is intended to ensure nondiscrimination of guests by passenger cruise lines on the basis of disability in accordance with the Americans with Disabilities Act. Under the terms of the ADA Rule, Azamara must ensure that any person or entity that is a U.S. travel agent that offers, books or sells cruises on Azamara's vessels meets the applicable requirements of the ADA Rule to the same extent as if Azamara was providing the service itself. Accordingly, and as an express condition of Travel Partner's ability to market, promote and/or take booking requests from guests for Azamara cruises, Travel Partner hereby represents that it is familiar with the requirements of the ADA Rule as they apply to its services and hereby covenants and agrees to adhere the following conditions: (i) Travel Partner shall comply with all applicable provisions of the ADA Rule when providing services to Azamara's guests or providing services that affect Azamara's guests or when performing services as a U.S. travel agent on behalf of guests or prospective guests of Azamara; and (ii) Travel Partner shall implement any directives issued by those persons Azamara designates as its experts in compliance with the requirements of the ADA Rule who are tasked with the authority to resolve guest complaints ("Complaints Resolution Officials"). Failure by Travel Partner to comply with the foregoing shall constitute a material breach by Travel Partner of these Guidelines, and Travel Partner shall indemnify and hold the Azamara Indemnitees harmless from any and all claims, costs, expenses and liabilities suffered as a result of such noncompliance.

#### 7.4 Anti-Bribery

Travel Partner has not taken, and will not take any action in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, gift, or anything of value, directly

or indirectly, to any government official or private person. Travel Partner shall not demand or accept the foregoing for the benefit of any of the following: (i) influencing, inducing or rewarding any act or decision by such person or by Travel Partner to do or omit to do any act in violation of his or her lawful duty; (ii) influencing, inducing or rewarding the improper performance of a relevant function or activity by such person or by Travel Partner; (iii) securing any improper advantage for such person or Travel Partner; and (iv) inducing such person or Travel Partner to use his or her influence with any governmental or private entity to affect any act or decision of the entity for the benefit of Travel Partner's business. For the avoidance of doubt the term "government official" includes any of the following: (i) officer or employee of government, department, agency, or instrumentality of a government (government-controlled enterprise); (ii) public international organization or person acting in an official capacity; (iii) political party or party official and (iv) candidate for political office. Further, the practices prohibited hereunder include making facilitation payments or "grease payments" to government officials to expedite routine non-discretionary government action, e.g., processing permits, visas and licenses, scheduling inspections, clearing customs, etc.

#### 7.5 Trade Sanctions

Both Cruise Line and Travel Partner acknowledge that under applicable US law, including but not limited to sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) (the "OFAC Regulations"), US persons (such as Travel Partner and Cruise Line) are prohibited from engaging in most types of transactions with any citizen or resident of specific countries, including Cuba, Iran, North Korea, Syria and Sudan. These broad sanctions may be referred to herein as "Country-Wide Sanctions." In addition, US Persons are prohibited from engaging in certain types of transactions (including providing passage on a cruise vessel) with specific individuals or entities whose names appear on OFAC's List of Specially Designated Nationals and Blocked Persons (or "SDN List"). Travel Partner hereby acknowledges its obligation to be familiar with and to comply with these laws and regulations (including the OFAC Regulations). In addition, Travel Partner acknowledges that Cruise Line may deny boarding to any customer where required by such sanctions and that Cruise Line may further be required to refuse to provide any refund of any payments made by such customer (or take other actions) as required by applicable law. No commission or other compensation shall be due to Travel Partner with respect to bookings made for such customers.

#### 7.6 Customer Information

Customer Information includes but is not be limited to the names, addresses, email addresses, telephone numbers (business, home, cell), travel preferences and requirements, age or date of birth, and any other information provided by customers to their Travel Partner for the provision of services governed by these Guidelines ("Customer Information"). Travel Partner shall include in its privacy policies a notice to its customers that it is sharing Customer Information with Azamara, who may use this information for its own purposes. Travel Partner shall further ensure that all Customer Information in its possession in any format is used solely in compliance with Travel Partner's applicable privacy policies as well as all applicable laws, regulations and industry guidelines. Travel Partner further warrants the following: (i) Travel Partner shall comply with all applicable laws (e.g. California's "Shine the Light" law) when accessing, processing or using Customer Information; (ii) Travel Partner shall maintain all Customer Information in a secure location and on a secure network with limitations on physical and electronic access (using passwords or encryption technology); (iii) Travel Partner shall maintain a written policy and train employees how to comply with the obligations stipulated herein; and (iv) Travel Partner will otherwise protect Customer Information from unauthorized access, destruction, use, modification and disclosure.

Travel Partner shall be fully and solely responsible for its security of Customer Information. In the event of a suspected security breach of Customer Information, Travel Partner shall immediately notify Azamara of the suspected breach and Travel Partner shall bear all costs and expenses relative to the breach, including but not limited to the following: (i) cost of notifying all affected customers; (ii) costs incurred by Azamara (including legal fees) associated with the security incident; and (iii) all damages, fines or penalties associated with or arising from such breach.

#### 7.7 Cruise Ticket Contract; Guest Requirements; COVID-19 Health Acknowledgement

The Cruise Ticket Contract sets forth the terms and conditions which govern all cruises and the booking thereof and is incorporated by reference in these Guidelines. Travel Partner should familiarize itself with the Cruise Ticket Contract as it governs the legal rights of all passengers relative to cruise cancellation, provision of medical services, privacy rights, Azamara's liability and the passenger's ability to bring a claim. Should any conflict arise between the brochures or communications relative to any booking, the Cruise Ticket Contract shall prevail. The Cruise Ticket Contract is available for reference on Azamara's consumer websites for North America and on [www.cruisingpower.com](http://www.cruisingpower.com).

As a condition to sailing on a cruise, each guest will be required to: (i) agree to be bound by the Cruise Ticket Contract; (ii) agree to Azamara's Health Acknowledgment related to COVID-19 (the "Health Acknowledgment"), which includes an acknowledgement of risk and an agreement to comply with Azamara's Guest Health, Safety and Conduct Policy, as well as its health and safety instructions; and (iii) undergo COVID-19 testing and health screenings, according to the protocols and procedures outlined on Azamara's website. Failure or refusal by a guest to do any of the foregoing will result in cancellation of the Guest's booking, denial of boarding and/or removal from the vessel.

At the time of offering any Azamara cruise to a guest or potential guest, Travel Partner shall notify each guest of the requirements outlined in this Section. Travel Partner agrees to indemnify, defend and hold harmless (and pay any and all reasonable attorney's fees, in connection therewith) the Azamara Indemnitees, any charterers, and any other owners or operators of the vessel and their respective directors, officers, employees and agents from and against any third party claims, suits, fines and/or liens arising out of Travel Company's breach or alleged breach of this Section 7.7.

#### 7.8 eDocs

Azamara operates under a paperless system that provides passengers online access to their travel documents. For all North America travel partners Azamara will generate eDocs as the default format for guest travel documentation. Printed documents are available upon request and are complimentary for Azamara. Travel Partner shall be responsible for familiarizing itself with the information concerning reservations, tours, cancellation charges, and travel & health documents and agrees to inform booked passengers about Azamara's eDocs system and how to access the online portal, which includes additional terms and conditions of passage. Travel Partner agrees to be bound by the applicable terms as set forth therein.

#### 7.9 Notification of Changes

Azamara reserves the right to change, whether via an increase or decrease, any published rates, including cruise rates and airfare charges without prior notice. In addition, Azamara reserves the right to pass through any third party imposed surcharges, also without prior notice. The guest will remain liable for any applicable taxes, fees and port expenses or surcharges that may be assessed by any government, quasi-governmental and/or non-governmental agencies or entities.

#### 7.10 Third Party Operators

Travel Partner shall acknowledge that cruise tours, land tours and shore excursions sold by Azamara are often provided by third-parties and Azamara merely arranges such cruise tours, land tours and shore excursions, as a convenience, on behalf of such third-party operators. The providers, owners and operators of such services, conveyances, products and facilities are independent contractors and are not acting as agents or representatives of Azamara. Even though Azamara may collect a fee for, or otherwise profit from, making such arrangements and offers for sale shore excursions, tours, hotels, restaurants, attractions, elements of the Azamara Land Tour packages that are provided by independent contractors, and other similar activities or services taking place off the vessel for a profit, Azamara does not undertake to supervise or control such independent contractors or their employees, nor to maintain their conveyances or facilities, and therefore Azamara makes no representation, whether express or implied, regarding their suitability or safety. In no event shall Azamara be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever to any guest which occurs on or off the vessel or the transport as a result of any acts, omissions or negligence of any third-party independent contractors.

#### 7.11 Consent

The consents or permissions given by Azamara in these Guidelines may be revoked by Azamara at any time, with or without cause and with or without prior notice. Furthermore, upon revocation, Travel Partner agrees to cease any activity being conducted by it in reliance upon such previously granted consent or permission.

#### 7.12 Violation of Guidelines

Notwithstanding the specific provisions of Section 6.12, in the event of a Travel Partner's violation of any of these Guidelines, Azamara without prejudice to any other rights and remedies at law or in equity, reserves the right to take any action it deems appropriate, including but not limited to issuing warning letters, terminating co-op funding, reducing or eliminating commission or placing the Travel Partner on "no book" status without additional notice.

#### 7.13 Controlling Agreement

To the extent any of the terms and conditions in these Guidelines is in conflict with the terms of Travel Partner's current agreement with Azamara, the terms of Travel Partner's current agreement will control.

#### 7.14 Waiver

Any failure by Azamara to act with respect to Travel Partner's breach or anyone else's breach of these Guidelines on any occasion shall not constitute a waiver of any rights to act with respect to future or similar breaches.