

## **COVID-19 SUPPLEMENTARY TERMS AND CONDITIONS (“COVID-19 Terms”)**

**IMPORTANT NOTE:** In response to COVID-19, we have implemented and enhanced our health and safety procedures and policies in an effort to protect our guests, crew and ship visitors, and to reduce the risk of exposure to COVID-19 and other infectious diseases on-board our ships.

**Please note that by booking a cruise holiday with us, you acknowledge that we have implemented the protocols mentioned in these terms and conditions in an effort to protect the health and safety of our guests, crew and ship visitors, and that you have read, understood and accepted them.**

These COVID-19 Supplementary Terms and Conditions are governed by the laws of your country of residence and any related claims or disputes will be heard in your local courts.

### **Health Acknowledgement**

Exposure to pathogens (such as the virus that causes COVID-19) is an inherent risk in places where people gather and may result in severe illness or death. Exposure may occur at any point during your voyage, onboard or ashore. Remaining onboard at all times during your voyage will not prevent exposure because pathogens may be brought onboard by others, including passengers who choose to participate in shore excursions or activities ashore in our various ports of calls or private destinations. Our health and safety measures mitigate the risk of exposure but cannot eliminate it entirely. Before booking or sailing on a cruise, all guests should consider their individual risk level for severe illness resulting from pathogen exposure and make an informed travel decision on that basis. We recommend guests with a higher risk of severe illness consult with their doctor prior to booking or sailing with us.

By booking a cruise with us, on behalf of yourself and/or others for whom you are acting (collectively “you” or “your”), you acknowledge that you understand the risks related to exposure to pathogens and their resulting illnesses while cruising with us, including those relating to guests who are at a higher risk of severe illness. It is a condition of boarding and remaining on-board any of our ships that all guests throughout their stay comply with our **Guest Health Safety and Conduct Policy** and all of our health and safety policies and procedures as notified by us. Please also be aware of the terms of our Refusal to Transport Policy which is available on our website.

These COVID-19 Supplementary Terms and Conditions are valid from the date of publication, are subject to change, and will remain in full force and effect until further notice. If there is an inconsistency or conflict between any of the terms of these COVID-19 Supplementary Terms and Conditions and the standard Booking Terms and Conditions applicable to your cruise, the provisions of these COVID-19 Supplementary Terms and Conditions will prevail.

### **IMPORTANT NOTICE: Before you book your cruise**

We are taking your health and safety very seriously in light of the current pandemic, and we have taken numerous steps in an effort to provide a safe environment for your cruise with us. We have put in place policies and procedures consistent with current government, regulatory and public health guidance. This guidance continues to evolve, and we will update our policies and procedures accordingly. We will communicate to you the policies and procedures which are relevant to your cruise before you sail with us and throughout your cruise should they change.

As the vaccination program is under way, it is very likely that we will ask adults for confirmation of vaccination (both doses) before you can cruise with us.

In addition to these COVID-19 Supplementary Terms and Conditions, we will provide information regarding port procedures; embarkation and disembarkation, social distancing and personal

protection measures; use of on-board facilities; shore excursions (if any); and containment and mitigation processes in the event of identification of suspected or confirmed cases of COVID-19, including contact tracing processes and post-cruise procedures.

Please note the additional procedures and protocols which might apply to your cruise based on national requirements which are referred to at the end of these Supplementary Terms and Conditions.

Breach of these COVID-19 Supplementary Terms and Conditions and any of the notified policies and procedures which we implement will be considered a breach of our Guest Health Safety and Conduct Policy, a breach of your contract with us and may result in you being denied boarding and/or required to disembark from the ship without any compensation.

### Government Advice

We recommend that before travel, you check the websites of your government and national health authority, and also the websites of the government and national health authorities of any countries you may visit, for the latest advice and information about travel, your health and safety, and more.

### Fitness to travel

Symptoms of COVID-19 include, but are not limited to, high temperature or fever, a new continuous cough, shortness of breath or difficulty breathing, a loss or change to your sense of taste or smell, muscle aches, headaches and fatigue. COVID-19 can have severe health consequences or be fatal in some cases, it is particularly dangerous for those who have certain underlying and/or pre-existing health conditions.

Before you book a cruise with us, you must ensure that you are fit to travel and that you will not endanger yourself or others during your cruise. This means you must disclose to us any pre-existing medical condition (whether or not diagnosed by a doctor) of which you are aware, including whether you have contracted or suffered symptoms of any infectious disease (including norovirus, salmonella or COVID-19) prior to travelling with us. You must also tell us at least 30 days prior to your cruise if you are unable to wear a facemask onboard for medical reasons.

We reserve the right to request additional information relating to you and your travelling party's medical history, and/or evidence that you and your travelling party are fit to travel before or after we accept your booking. Failure to provide information we reasonably request may result in you being denied boarding on the ship, and in these circumstances your booking will be treated as cancelled by you.

If we consider that, because of your health circumstances your booked cruise presents a health risk to you or others, we will contact you to explain our reasons and discuss any available options.

Please note that we may share with or receive from third party medical service providers any health information and/or samples you provide to us for the purpose of assessing your fitness for sailing at any stage in the booking process, prior to attending the port, at the port, and during your cruise.

### Denial of Boarding

Please note that you will be denied boarding (and your travelling party may be denied boarding) including re-boarding if:

- You test positive for COVID-19 prior to boarding including at home or at the port;
- You display any symptoms of COVID-19 on arrival at the port terminal, including a temperature over 38C, newly developed cough, loss or change to your sense of taste or

smell, shortness of breath, or other symptoms of an infectious disease, at our medical staff's sole discretion;

- You live in an area that is put into lockdown (including regional lockdown) or is in continued lockdown on the day of your cruise;
- You live with or have been in close contact with someone who has tested positive for COVID-19 or is displaying (any) symptoms of COVID-19 in the 14 days prior to your cruise; or
- You have entered the country of cruise departure from a country outside of the local Government's permitted travel arrangements list within 14 days prior to boarding date.

If you are denied boarding for any of the reasons above, you will be entitled to a refund for the full value of your cruise ticket.

### **Sickness Onboard**

If you test positive for COVID-19 when you are onboard, we will provide a 100% refund of the price of your cruise for you and your travelling party, we will provide your medical treatment onboard and we will arrange safe quarantine for you and your travelling party as required. We will also make arrangements for your return home and for the return home of your travelling party. We will bear the reasonable costs of these arrangements. We strongly encourage you to take out fully comprehensive travel insurance for any supplementary costs, in accordance with our standard booking conditions.

### **Before you arrive at the Port**

Online check-in will open well in advance of your cruise. We will let you know when online check-in will open and will close for your sailing. Completing the online check-in process for all the guests in your reservation will save you from needing to fill out forms at the pier and ensure you have enough time to complete the pre-boarding health screening process.

You will be required to complete a health declaration questionnaire and indicate your acceptance of our Health Acknowledgement, which is above, before arriving at the port on the day of departure or shortly before, this may include providing confirmation or evidence of your vaccination status. We may also require that you undergo testing for COVID-19 between 72 hours and 48 hours, or some other time as we will advise, before your cruise. These tests could be arranged by you at the testing centre of a testing service provider which we have approved and may be at your cost. These tests may include swabs of the nose and throat.

If we identify that you may have been exposed to or are likely to have been infected by COVID-19, we will require that you and your travelling party do not travel to the port. This is in order to prevent the transmission of COVID-19. In these circumstances, you will be effectively denied boarding and your travelling party may be denied boarding. Anyone denied boarding in these circumstances will receive a full refund of your cruise fare. Please note that guests of all ages must undergo these tests.

We recognize that some guests may not be able to undergo some of the tests we may require, such as guests who have had an active nosebleed in the past 24 hours before their test, or guests who have had nasal surgery in the past two weeks, or guests who have a low platelet count. There may be other medical conditions or indicators that mean that a passenger cannot undergo the tests we require. To the extent that guests cannot undertake the tests which we require, they will not be permitted to sail with us and in this event, we will offer a full refund.

If we require that you take a test for COVID-19, you must ensure that you continue to take reasonable precautions to protect your health between the time of the test and arriving at the port for your

cruise. If you feel unwell before your cruise, we ask you not to come to the port for your cruise.

## **Arrival at the Departure Port**

Mandatory pre-boarding health screenings will be conducted at the port and special health and safety procedures will be in place during boarding. These procedures are important and you must comply with all signs and instructions given to you in the port. Failure to do so will be a breach of your contract with us and may result in denial of boarding with no compensation of any kind payable.

The pre-boarding health screening will include as a minimum, verification of details provided in your health declaration questionnaire and a temperature screening. It may also include antigen testing. If any of the information you have provided to us indicates that you may be at heightened risk of having been exposed to COVID-19 or of having contracted COVID-19, you will go through a secondary health screening process at the port. This will be conducted by a medical professional and may include, but will not be limited to, temperature screening, swabs taken from the nose and/or throat, and verification of any fit to travel requirements for those who are High Risk Guests.

You must provide clear and accurate information at all times during your interactions with us and those service providers who support the provision of the services necessary to deliver your cruise, and you must cooperate with our staff and those service providers throughout the health screening and boarding process. Failure to do so will be considered a breach of our Guest Health Safety and Conduct Policy and may result in you being denied boarding with no compensation of any kind payable. Further details about the screening and testing process will be provided to you in good time ahead of your cruise.

We reserve the right to deny boarding to any guest exhibiting symptoms of contagious diseases, including COVID-19, or whose health screening results show they may have contracted such diseases. Guests who show or experience symptoms of a viral (including but not limited to respiratory or gastrointestinal illness) or infectious illness may be denied boarding following consultation with our medical staff.

The same right to refuse to allow you to travel with us or to use any of our services applies during your cruise where you are or appear to be unfit to travel or otherwise display symptoms of a viral or infectious illness (including as a result of diagnostic or monitoring data).

## **During your cruise**

### **Steps to help protect yourself and other guests**

Throughout the duration of your cruise, you should follow these simple rules to ensure you do your part to protect yourself and other guests:

1. Wash your hands regularly;
2. Avoid touching your face with your hands;
3. Catch coughs and sneezes in a tissue and dispose of the tissue immediately;
4. Wear an approved form of mask in accordance with instructions and signage;
5. Observe physical distancing rules; and
6. Participate in our contact tracing processes.

We recommend that you bring with you enough face masks for your cruise and for the journey from home to the ship. There will be plenty of hand sanitiser available on-board but you may wish to bring your own small portable supply particularly for the journey from home to the ship. All areas on-board the ship will be kept as clean as possible and all surfaces will be disinfected regularly in accordance with our new sanitation protocols. You may wish to bring disinfectant wipes for your personal use,

particularly during your journey from home to the ship.

### Health Monitoring on-board

We are rolling out a detailed disease prevention program which may include regular temperature screening, and/or testing for COVID-19 either by blood sample and/or a swab of the nose and/or throat. We may also require you to participate in contact tracing processes to help control the spread of COVID-19. This may include a requirement that you wear a wearable device at all times during your cruise which will help us to identify where you have been onboard. We will also use our CCTV footage to supplement any information we collect through any wearables and other information held in our systems, to help us to understand where you have been onboard and with whom you have been in contact. More information can be found in our privacy policies. Participation in these health monitoring and contact tracing processes will be mandatory. Refusal to participate will be considered a breach of the Guest Health Safety and Conduct Policy, a breach of your contract with us and could lead to you being disembarked from the ship.

### Reporting obligation

The symptoms of COVID-19 include but are not limited to, high temperature or fever, a new continuous cough, shortness of breath or difficulty breathing, a loss or change to your sense of taste or smell, muscle aches, headaches and fatigue. If you experience any of these symptoms, however mild, you must go to your stateroom immediately and let us know by reporting your symptoms through our mobile phone app (which you can download before sailing and use on-board) or by calling the medical facility on-board. Where necessary, if your condition is deemed contagious, you may be confined to your stateroom or placed in quarantine to avoid your condition spreading to other persons on-board or beyond.

If you do not have symptoms but a member of your travelling party has experienced symptoms, you must ensure that they have notified us of their symptoms and you must self-isolate in your stateroom in accordance with guidance from the medical facility on-board. You may be required to move to a new stateroom which has been set up and allocated for isolation/quarantine. You must comply with all instructions given to you during your period of isolation/quarantine and cooperate fully with crew throughout the disembarkation procedure at the end of the cruise.

Failure to report any of these symptoms or non-compliance with the instructions of the ship's crew and/or medical personnel is contrary to our Guest Health Safety and Conduct Policy and your contract with us and could lead to you being disembarked from the ship.

### Change in itinerary

We anticipate that a number of our cruises will have no ports of call in the itinerary and this will be made clear at the time of booking. To the extent that your cruise has any scheduled ports of call, please note that because of the unpredictability of the current worldwide pandemic, changes in rules and regulations implemented by countries may affect your ability to disembark at a port of call or your ability to visit certain areas of a country. We must comply with local port regulations and procedures which may come into force from time to time and at short notice. This may result in some or even all advertised ports of call being cancelled due to restrictions placed by local government or port authorities. It may also result in changes to the duration of your cruise. We will of course do our best to avoid any changes that will have a significant detrimental effect on your last confirmed itinerary. However, we cannot accept any liability with respect to any changes outside our control and although we will refund the cost of any excursions organised by and booked through us and our service providers, we will not pay any compensation beyond our legal obligation in such circumstances and as detailed in our standard booking conditions. Please carefully review the terms of your travel insurance to ensure that it covers to your satisfaction all of those costs and liabilities which you might incur as a result of a change to or the cancellation of your cruise.

### Visiting ports and shore excursions

We anticipate that a number of our cruises will have no ports of call in the itinerary and this will be made clear at the time of booking. For cruises which do include scheduled ports of call, we will do our best to ensure that, where guests are able to disembark the ship, they are able to do so individually, although we may need to restrict disembarkation to guests who participate in shore excursions which are provided by us. Our ability to provide shore excursions is heavily dependent on local laws and regulations therefore some amenities in various destinations may be restricted or closed, and movement may be restricted due to physical distancing requirements. When you are either disembarking or embarking the ship at a port of call, you may be subject to additional mandatory health screening and checks. We will provide you with details of any additional health screening and checks prior to disembarkation at a port of call. Please note that the local authorities in the port of call may also require additional screening and testing of guests at the point of disembarkation and/or embarkation and you must comply with these requirements. Failure to comply with any of these health screening and checks or testing requirements will be considered a breach of the Guest Health Safety and Conduct Policy and your contract with us which may result in denial of boarding or disembarkation from the ship. Please note that we have no liability for injury or loss sustained in connection with shore excursions, subject to applicable law.

### On-board facilities

Please be aware that some or all of our on-board facilities and/or venues may be closed or restricted or subject to additional procedural requirements due to health and safety considerations, local laws or operational reasons.

We will be implementing strict hygiene control processes whilst you are on-board our ships. These will include, but are not limited to, the following;

- On-board shopping or retail facilities - these may be restricted or suspended at our sole discretion. We strongly advise you to telephone in advance to check any special procedures before making your visit. In addition, we may impose rules regarding the handling, delivery or return of purchased items (including on-board services) from time-to-time to seek to ensure a safe on-board environment for all guests.
- Dining venues - all guest dining procedures and facilities are subject to our health and safety protocols in order to prevent the spread of infection. Dining facilities have been configured for your safety and may require adjustment from time-to-time, meaning that your preferred option may not be available. Extra hygiene and sanitation processes may be imposed as required in our dining facilities, and you must comply with any requirement as notified in order to use the facilities.
- Room Service - will be subject to safe distancing rules, and if required our crew will be equipped with protective clothing. In certain cases, your order may be left outside your stateroom, you will be required to bring it into your stateroom and to leave your tray outside your stateroom for collection. Tray or trolley collections may also be restricted to room cleaning times, according to the ship cleaning schedule which will be advised to you in advance.
- On-board bar and lounge facilities and the sale of alcohol on-board - may be temporarily or permanently restricted or suspended due to health and safety requirements or operational issues, as determined in the sole discretion of the Captain and safety or medical crew.
- Private gatherings in staterooms - you may be required to refrain from private social gatherings in staterooms.
- Designated smoking areas - we have designated certain areas of the ship as smoking areas. These areas are subject to closure and physical distancing requirements.
- Casinos – special processes may be introduced in our casinos for health and safety purposes. You must comply with any requirement as notified in order to use the casinos.

### Stateroom

Whilst we will make every effort to provide you with a stateroom appropriate to your needs, please

be advised that due to health and safety requirements (including physical distancing requirements), we may not be able to provide you with your preferred stateroom specification. In addition, please note that social gatherings in staterooms may be restricted or prohibited during your cruise due to health and safety or operational reasons.

### Preparing for disembarkation

Your luggage will be electrostatically sprayed after you leave it outside your stateroom for collection, and you must wear any disposable gloves and any protective clothing if this is provided to you for use during the disembarkation process.

We anticipate that disembarkation will take place at scheduled times and in notified groups. No special requests for early or delayed disembarkation can be accommodated due to the current health and safety processes in place.

## **After your cruise**

Disembarkation, customs clearance, immigration and health screening checks will be carried out in strict compliance with local port regulations. This may cause some delay in your homeward or onward journey, and while we apologise for any inconvenience that may be caused, we do not assume any liability for resulting disruption caused by our compliance with health and safety procedures and/or local regulations applied from time-to-time.

The government authorities may require that all guests undertake a PCR test, a COVID-19 Antigen Rapid Test or any other test on arrival into the final port and you must consent to undertake this test. It is a condition of your sailing with us that you provide this consent and if you refuse to provide your consent, you will be denied boarding.

**Reporting symptoms** – If you or your travelling party experience symptoms of COVID-19 within the first 14 days of your arrival home, you must inform both your local Health Agency and us as soon as possible to allow us to take any appropriate action required.

**Check guidance** – before booking your cruise, and prior to your cruise departure date, you should regularly check the websites of the applicable Government and Health Authority where you live, and for the country of your cruise departure, as well as any planned ports of call for your cruise itinerary, for the latest health information and travel advice. For additional information, you can also contact your Travel Agent or check our website.

**Terms Drafted 24 March 2021**