

CARNIVAL'S CONDITIONS OF CARRIAGE

These Conditions of Carriage ("Conditions") **ARE BINDING ON THE PARTIES** and govern the relationship, responsibilities' and liabilities as between the Passenger and the Carrier.

The Carrier is Carnival and these Conditions apply to your Cruise and incorporate The Convention Relating To The Carriage Of Passengers And Their Luggage By Sea 2002 ("The Athens Convention 2002") and EU Regulation 392/2009 and any amendments or modifications thereof and you are bound by them.

DEFINITIONS

"Carnival"	means the carrier including the owner, charterer or manager of the cruise vessel and the, employers of the officers and crew and their servants and or agents and includes Carnival plc, a company registered at Carnival House, 100 Harbour Parade, Southampton, SO15 1ST, England under company number 04039524, operating under the relevant Carnival brand.
"the Cruise(s)"	means the carriage by sea of the Passenger on a Carnival cruise vessel trading as the relevant brand;
"Disability"	includes condition that results in a Passenger's mobility, when using transport, being reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, or as a result of age, and which results in that Passenger's situation needing appropriate attention and adaption to his particular needs in respect of the Cruise(s);
"Itinerary"	means the itinerary published in your Tour Operator's brochure or otherwise advertised and offered for sale by your Tour Operator as part of an inclusive tour;
"the Passenger"	means each and every person named in a booking and/or on a ticket issued for carriage on board a Carnival cruise vessel;
"a Significant Alteration"	means major changes to the Itinerary or any other aspect of the Cruise;
"Tour Operator"	means the company which enters into a contract with the Passenger for the provision of a holiday which includes a Cruise.

TICKETS

1. Carnival will provide carriage only to the Passenger named on a valid ticket (for the berth, cruise vessel and itinerary booked) issued by or on behalf of Carnival. The ticket is not transferable. All Passengers are required to produce a valid passport as means of identification. It is the Passenger's sole responsibility to have all necessary visas, permits, valid passports, health certificates and to comply with all applicable requirements.
2. All travel on the Cruise is subject to these Conditions which apply to all Passengers minors, persons under disability and their personal representatives.
3. Carnival will not carry a Passenger under the age of 18 unless they are accompanied by a Passenger aged 18 or over who will at all times during the Cruise be responsible for their welfare, conduct and behaviour.
4. Children aged 6 months or less at the commencement of the Cruise will be refused permission to board the cruise ship and Carnival shall have no liability whatsoever for any consequences of such refusal. Certain Cruises also have prohibitions on children aged 12 months or less. Passengers should check with the Tour Operator before booking.

FITNESS TO TRAVEL AND PASSENGERS WITH DISABILITIES AND/OR REDUCED MOBILITY

5. In order to ensure that Carnival is able to carry Passengers safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities including the vessel's flag state, all Passengers warrant that they are fit to travel on the cruise vessel for the Itinerary booked.

6. Every Passenger is obliged to inform Carnival PRIOR TO TRAVEL of any condition, including but not limited to reduced mobility or any Disability, which may require special arrangements, medical equipment/supplies, care or assistance. This is to ensure that the Passenger can be carried safely and in accordance with all applicable safety requirements. If the Passenger cannot be carried safely and in accordance with applicable safety requirements then Carnival can refuse to embark that Passenger on the grounds of safety. Such a refusal will be based on an assessment of risk by Carnival to take into account the provisions of national law and other applicable legislation and international regulations including the International Management Code for the Safe Operation of Ships and for Pollution Prevention and the International Convention for the Safety of Life at Sea. It is important that the fullest information is provided by the Passenger.
7. Carnival reserves the right to require any Passenger to produce medical evidence of fitness to travel on the Cruise in order to assess whether that Passenger can be carried safely in accordance with applicable international, EU or national law. Where Carnival considers that it is strictly necessary Carnival may require a Passenger with reduced mobility or any Disability to be accompanied by another person who is fit and able to assist them in day to day tasks and capable of providing the assistance required by the Passenger with reduced mobility or any Disability. This requirement will be based entirely on safety grounds and may vary from vessel to vessel and based on the relevant Itinerary. Examples of Passengers who may fall into this category include Passengers who use wheelchairs or who require assistance with personal care. The assessment of whether or not it is strictly necessary for a Passenger to be accompanied will be based on information provided to the Tour Operator at the time of booking or to Carnival. Passengers are requested to provide as much information as possible to enable a full risk assessment to be made. Passengers may be asked to provide further information to ensure that Carnival has all relevant information.
8. In order to ensure that Carnival can provide the necessary assistance and there are no issues relating to the design of the ship or port infrastructure and equipment, including port terminals, which may make it impossible to carry out the embarkation, disembarkation or carriage of the Passenger in a safe or operationally feasible manner, Passengers who may require special treatment or assistance or with reduced mobility or Disabilities (including Passengers who use wheelchairs) must advise the Tour Operator in writing before a booking is made. Passengers who use wheelchairs must furnish their own standard size wheelchairs. Ships' wheelchairs are available for emergency use only. For the safety of the ship and all passengers on board, all wheelchairs and other aids to mobility must be stored in the Passenger's stateroom when they are not being used. Carnival reserves the right to refuse passage to any Passenger who has failed to notify the Tour Operator or Carnival of their requirement for special treatment or assistance or of reduced mobility or Disabilities (including the requirement to use a wheelchair). The cost for loss or damage to mobility equipment caused by the fault or neglect of Carnival or a shipping incident is subject to Carnival's absolute discretion to either repair or replace the equipment. Except where Carnival agreed otherwise and in writing at the time of booking Passengers are restricted to having onboard the vessel, two pieces of mobility or other medical equipment with a combined value not exceeding £2250 per cabin.
9. In order to ensure that Passengers are carried in accordance with applicable safety requirements Passengers are required to notify the Tour Operator in writing at the time of booking:
 - (i) of their specific needs with regard to accommodation, seating or services required and/or whether they need to bring any specific medical equipment on board;
 - (ii) of the nature any assistance required from Carnival or any terminal operator;
 - (iii) if the Passenger wishes to bring a recognised assistance dog on board the vessel. Assistance dogs are subject to national regulations. There is also a limit to the number of dogs which can be carried on board. It is therefore imperative that the requirement is notified at the time of booking.
 - (iv) of any other assistance which is required on board.
10. Please note that the medical facilities on board Carnival vessels are NOT equipped to perform dialysis. The shipboard doctors are not trained to provide dialysis treatments but are able to assist in emergency situations. It is the responsibility of the Passenger to provide all dialysis equipment and treatment. This includes antibiotics. A risk assessment shall be carried out by Carnival to

ensure that the Passenger can be carried safely and in accordance with applicable laws. The electrical supply on board Carnival vessels varies but may not be the same as the standard electrical supply in the UK. Passengers should contact the Tour Operator for specific details. It is important that any Passenger who will be bringing electrical medical equipment on board the vessel contacts the manufacturer or supplier to ensure that the equipment is safe to use on board the vessel. In relation to medical equipment there are limited storage facilities onboard. It is the responsibility of the Passenger to arrange delivery of all medical equipment to the vessel prior to departure. The requirement for Passengers to notify the Tour Operator prior to booking if they need to have medical equipment on board is to ensure that the medical equipment can be carried and/or carried safely. There are restrictions on the number of oxygen cylinders which can be carried in staterooms. The vessel's medical centre cannot refill or supply oxygen cylinders. It is the Passenger's responsibility to ensure that all medical equipment is in good working order and for arranging enough equipment and supplies for the duration of the Cruise. The vessel does not carry any replacement equipment and access to shore side care and equipment may be difficult and expensive. Passengers must be able to operate all medical equipment. If there are any particular medical conditions which require supervision then such supervision must be organised by the Passenger and at the Passenger's expense. The vessels do not provide one-to-one or other carers for physical or psychiatric or other conditions. The vessels do not offer respite services. Passengers must note that not all medical equipment can be carried or used onboard aircraft. Passengers must check with the airline prior to carriage.

11. Carnival and/or the relevant port authorities shall be entitled to administer a Public Health Questionnaire at any time. All Passengers agree to complete the pre-boarding questionnaire and to supply accurate information regarding any symptoms of illness including but not limited to gastro-intestinal illness. In the interests of health and safety Carnival may deny boarding to any Passenger who has symptoms of any viral or bacterial illness including but not limited to Norovirus. Refusal by a Passenger to complete the relevant pre-boarding questionnaire may in itself result in denied boarding.

12. In the event that any viral and/or bacterial illness is diagnosed whilst a Passenger is on board that Passenger may be required to remain in his or her stateroom for reasons of health and safety. In the event that any Passenger refuses to remain in their stateroom during the period recommended by the ship's doctor then that Passenger may for reasons of health and safety be disembarked by Carnival without any further liability.

PREGNANCY

13. Carnival recommends that women who are less than 12 weeks pregnant should seek medical advice prior to travel.

14. Carnival does not have on board its ships adequate medical facilities for childbirth. Accordingly for reasons of health and safety Carnival regrets that it cannot carry Passengers who will have entered their 24th week of pregnancy or beyond at any point during their Cruise. All pregnant women are required to produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel taking into account the proposed itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) calculated from both the last menstrual period (LMP) and ultrasound (if performed). Carnival cannot carry a Passenger unless they comply with the requirements of this clause. Carnival expressly reserves the right to refuse passage on board to any Passenger who appears to be in an advanced state of pregnancy and Carnival shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Passenger.

15. Pregnant Passengers are referred to clauses headed "Medical Treatment" for information regarding the medical facilities on board.

16. The ship's doctor is not qualified to deliver babies or to offer pre or post natal treatment and no responsibility is accepted by Carnival in respect of the inability to provide such services or equipment.

MEDICAL TREATMENT

17. The Passenger acknowledges that whilst there is a qualified doctor on board it is the Passenger's obligation and responsibility to seek medical assistance if necessary during the Cruise.

18. The ship's doctor is not a specialist and the ship's medical centre is not required to be and is not equipped to the same standards as a land based hospital. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither Carnival nor the ship's doctor shall be liable to the Passenger as a result of any inability to treat any medical condition as a result.

19. In the event of illness or injury a Passenger may have to be landed ashore for medical treatment. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Passenger is landed. Medical facilities do vary from port to port and no representations or warranties are made in relation to the standard of medical treatment provided by the various hospitals and/or clinics.

20. Shore excursions are available for separate purchase on board and are arranged by Carnival with local operators. They do not form part of these Conditions.

ALTERATION AND CANCELLATION BY CARNIVAL

21. Whilst Carnival will do its best not to cancel or to make any Significant Alteration after a booking confirmation has been issued by your Tour Operator, Carnival shall nevertheless be entitled at any time prior to departure to cancel the Cruise or to change and/or curtail the scheduled Cruise Itinerary where such cancellation or change reasonably becomes necessary on operational, commercial or other grounds. Carnival will inform your Tour Operator (or you if time does not permit) of any such cancellation or change of Itinerary as quickly as possible.

22. After departure of a Cruise, Carnival does not guarantee that the cruise ship will call at every port on the Itinerary or follow every part of the advertised route or schedule or that every part of the Cruise will be provided. Carnival reserves the absolute right to decide whether or not to omit any such port(s) and/or to call at additional ports and/or to change the advertised route or schedule. Carnival shall also be entitled at any time to cancel or to cease performance of the Cruise and/or curtail the scheduled Cruise Itinerary and or services where such cancellation or change reasonably becomes necessary on operational, commercial or other grounds or by reason of an event of force majeure which shall include (without limitation) technical problems, war or threat of war, terrorist activity or the threat of the same, riots, civil commotion, disaster, Act of God, epidemic, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical problems on board the ship or at intended ports, including in each case, incidents of infectious or other diseases or illnesses, lawful deviation at sea in response to a distress call or other emergency, adverse weather conditions and any other event beyond Carnival's reasonable control.

23. Transit or part transit of straits, other sea areas controlled by vessel traffic schemes, canals, rivers and all other navigable waterways may be subject to delay due to operational circumstances and/or the requirements of the local authorities and Carnival shall have no liability whatsoever in respect of any such delay.

INSURANCE

24. It is a condition of carriage that every Passenger must have valid travel insurance in force for a minimum of the countries of call or on a worldwide basis for the entire duration of the Cruise against illness (including pre-existing conditions); accident; the cost of medical treatment and repatriation; and loss of or damage to luggage and valuables.

SECURITY, SAFETY AND SUPPORT

25. Passengers are expected at all times throughout the Cruise to conduct themselves in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons both on board the cruise ship and involved in the provision of any service or facility forming part of the Cruise or any shore excursion, and the Passenger expressly agrees to this. If it appears that a Passenger's conduct, behaviour or health is likely to endanger the Passenger's own health or safety or that of any other Passenger or crew or may make the Passenger likely to be refused permission to go ashore at any port or may make Carnival liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, or has failed to pay any monies owing to Carnival after having been given a reasonable opportunity to do so, then Carnival and/or the Master shall have the right according to the particular

circumstances to take any one or more of the following measures as may appear to be appropriate:

- 25.1 refuse to embark or to disembark the Passenger at any particular port or other place of call;
 - 25.2 disembark the Passenger;
 - 25.3 transfer the Passenger to another berth;
 - 25.4 confine the Passenger to a particular cabin or to the ship's medical centre;
 - 25.5 through the ship's doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine the Passenger to a hospital or any similar institution at any port as the ship's doctor may consider necessary.
26. Carnival reserves at all times the right to refuse embarkation on the cruise ship to any Passenger who in the sole but reasonable opinion of Carnival is in an unfit condition to travel due to sickness, illness or any physical or mental impairment. In such circumstances (save where it is shown that the Passenger's condition is attributable to the fault of Carnival) Carnival shall have no liability whatsoever.
27. In the event of Carnival and/or the Master acting in accordance with clauses 25 or 26 above, neither the Passenger nor (at the sole discretion of Carnival) any other person travelling with the Passenger (whether or not under the same booking) shall be entitled to make a claim against Carnival for any loss or expense incurred as a result of such action, whether for a full or partial refund of the price or for any other form of compensation or for the cost of returning to the United Kingdom or to any other place or for any other form of loss or expense whatsoever. Where the Passenger is repatriated pursuant to this clause at Carnival's expense, Carnival shall have the right to recover the cost of this.
28. For security reasons, it may be necessary at any time to search Passengers and/or their luggage and goods and the Passenger agrees to allow such search upon being so requested by the Master or any other authorised person.
29. The Passenger must not bring on board the cruise ship any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals. To do so shall be a breach of these Conditions and shall render the Passenger strictly liable to Carnival for any injury, loss, damage or expense and the Passenger shall compensate Carnival in full for any loss, damage or expense suffered by Carnival as a result of such breach. The Passenger may also be personally liable to statutory penalties. The Master (or any other officer delegated for the purpose) shall be entitled at all times to enter and search the cabin and personal luggage (whether or not in the cabin) of any Passenger who the Master reasonably believes may be in breach of this clause. Where the Passenger is found to be in breach of this clause, Carnival and/or the Master of the cruise ship shall be entitled to exercise any of the powers conferred by clause 25 and clause 27 shall apply.
30. Any crew member or other person authorised by Carnival shall be entitled to enter a Passenger's cabin to carry out necessary inspection, maintenance or repair work or for any purpose associated therewith.

COMPLAINTS

31. Any problem which arises during a Cruise must be raised by the Passenger at the time with a representative of Carnival during the Cruise. If the problem is not resolved to the full satisfaction of the Passenger during the Cruise, it is essential that to enable the complaint to be investigated properly, it must be notified in writing to the Tour Operator at the earliest opportunity thereafter and in any event no later than 28 days after the Passenger's return from the Cruise. Failure to report the complaint within this time may adversely affect Carnival's ability to investigate and deal with it and may prejudice any future claim. Complaints relating to EU Regulation 1177/2010 Concerning the Rights of Passengers when Travelling by Sea and Inland Waterways must be made to Carnival in writing within two months of the date on which the service was performed. Within one month, Carnival shall respond to the Passenger that the Passenger's complaint has been substantiated or rejected or is still being considered. However, the time taken to provide the reply shall be no longer than two months from receipt of the complaint. If the Passenger is still not satisfied, the Passenger can refer the matter to Cruise Lines International Association

(CLIA) to investigate the complaint. CLIA shall investigate and respond to the Passenger within 28 days with their decision. The Passenger shall cooperate with Carnival and/or CLIA to provide such information as is necessary to enable the complaint to be considered.

LIABILITY

32. Carriage of Passengers and their luggage by sea, including the Cruise(s), is governed by EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents (EU Regulation 392/2009) which may be viewed at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/2724/annex-b-reg-ec-392-2009.pdf and The Athens Convention 2002 which may be viewed at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prot_2002_Athens_8760.pdf. Copies are available on request. The Athens Convention 2002 and EU Regulation 392/2009 are expressly incorporated into these Conditions and any liability of Carnival for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be solely brought and determined in accordance with the Athens Convention 2002 and EU Regulation 392/2009 which limit the carrier's liability for death or personal injury or loss of or damage to luggage and make special provision for valuables. The limits of liability are assessed by reference to Special Drawing Rights (SDRs) which fluctuate depending on daily exchange rates. All SDR values in these Conditions are accurate as per 28 April 2014. Up to date figures may be assessed at the following website http://www.imf.org/external/np/fin/data/rms_sdrv.aspx. It is presumed that luggage has been delivered undamaged to the Passenger unless written notice is given to Carnival (as carrier):

- 32.1 in the case of apparent damage, before or at the time of disembarkation or redelivery;
- 32.2 in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Where the cruise is seagoing but does not call at more than one country (Domestic Carriage), then the provisions of the Athens Convention 1974 may apply and, if in the UK, the Merchant Shipping (Convention relating to the Carriage of Passengers and their Luggage by Sea) (Amendment) (Order) 2014 (2014 Regulations). In the event of death and/or personal injury then the limits applicable under the Athens Convention 1974 and the 2014 Regulations are 46,666 SDRs (£43,048) or 300,000 SDRs (£276,741) where the Performing Carrier's principal place of business is in the UK.

Non seagoing cruises shall be subject to the provisions of the Merchant Shipping Act 1995 and liability for death and/or personal injury will be limited to 175,000 SDRs per passenger.

In the event of death and/or personal injury then the limits applicable under the Athens Convention 1974 and the 2014 Regulations are 46,666 SDRs (£43,048) or 300,000 SDRs (£276,741) where the Performing Carrier's principal place of business is in the UK. In accordance with EU Regulation 392/2009 and the Athens Convention 2002 the Passenger has a right to compensation for death or personal injury up to 250,000SDRs (£230,617) per incident from the carrier in respect of a Shipping Incident (shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship) save where the Shipping Incident resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or was wholly caused by an act or omission done with the intent to cause the incident by a third party. Compensation for a Shipping Incident can increase by a further 150,000 SDRs to a total figure of 400,000 SDRs (£368,998) per Passenger per incident unless the carrier proves that the incident which caused the loss occurred without his fault or neglect. In the event of a non-shipping incident, the Passenger must prove that the incident which caused the damage was a result of the carrier's fault or neglect. In those circumstances the maximum amount payable will be 400,000 SDRs. In any case involving war or terrorism, the maximum payable is 250,000 SDRs per passenger or 340 million SDRs per ship per incident. A summary of EU 392/2009 may be viewed at

33. Pursuant to the Athens Convention 1974 and the 2014 Regulations, the limits applicable to cabin luggage are 833 SDRs (£768). The figure increases to 2,250 SDRs (£2,075) where EU Regulation 392/2009 and the Athens Convention 2002 apply.

Carnival is not liable in respect of the loss and/or damage to any valuables unless these have been deposited with the vessel. Using the cabin safe is not a deposit with the vessel. Where deposited with the vessel and unless a higher figure is agreed in writing, Carnival's liability will be limited to 1,200 SDRs (£1,107) in accordance with the Athens Convention 1974 and the 2014 Regulations. Where EU Regulation 392/2009 and the Athens Convention 2002 applies the limit is 3,375 SDRs (£3,113).

34. Any damages payable by Carnival up to EU Regulation 392/2009, the Athens Convention 2002 and/or the 2014 Regulations limits shall be reduced in proportion to any contributory negligence by the Passenger and by the maximum deductible specified in Article 8(4) of the Athens Convention 1974.

35. Insofar as Carnival may be liable to a Passenger in respect of claims arising out of carriage by sea, Carnival shall be entitled to all the rights, defences, immunities and limitations available, respectively, to it as carrier (including his own terms and conditions of carriage) and under the Athens Convention 2002, EU Regulation 392/2009 and where applicable the 2014 Regulations or the Merchant Shipping Act 1995 and nothing in these Conditions shall be deemed a surrender thereof. To the extent that any provision in these Conditions is made null and void by any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but no further.

36. Insofar as the Cruise may be performed on a ship not owned by Carnival, it is agreed that Carnival shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.

37. Any liability in respect of death and personal injury and loss of and damage to luggage which Carnival may incur to the Passenger shall always be subject to the limits of liability contained in the Athens Convention 2002, EU Regulation 392/2009 or the 2014 Regulations

38. All accounts for on-board services and goods and for shore excursions must be settled in full before the Passenger leaves the ship. In the event that a Passenger fails to settle his on-board account at or before the completion of the Cruise, Carnival shall be entitled to make a reasonable administration charge for the subsequent collection of such sum due in addition to any legal costs incurred.

ACTIONS, CLAIMS AND TIME LIMITS

39. Any action by a Passenger against Carnival arising out of carriage by sea must be commenced within the two year time limit prescribed by the by the Warsaw Convention, the Montreal Convention or the Athens Convention 2002 or EU Regulation 392/2009 or the 2014 Regulations, as applicable..

40. If a court or tribunal applies any law other than English law, Carnival shall (in respect of all exclusions and limitation of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.

INDEPENDENT CONTRACTORS

41. The Vessel carries on board service providers who operate as independent contractors. Their services and products are charged as extras. Carnival is not responsible for their performance or products. These contractors may include, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers and others providing services.

42. Carnival is not liable for any shore excursion providers and or their servants and or agents whether the shore excursion is purchased on board or prior to travel. Any shore excursions booked will be supplied by local operators. Carnival will at all times endeavour to

appoint reputable and competent local operators who apply the local laws and regulations of the relevant country. Shore excursion operators are not Carnival's servants, agents or suppliers. Carnival is not responsible for any acts or omissions which are wholly attributable to the fault of the local operators. Carnival does not operate, perform or otherwise organise and/or audit any shore excursions. All Passengers must ensure that they are fit and healthy to undertake shore excursions. All shore excursions are governed by the terms and conditions in the shore excursions brochure.

43. The services of all independent contractors shall be subject to their terms and conditions of business. Carnival shall not at any time have a higher liability to the Passenger than the independent contractor.

44. The limitations referred to in clauses 32 to 36 shall apply to all independent contractors.

HOW WE WILL USE YOUR DATA

45. In clauses 45 to 46, "you" means the Passenger. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, Carnival needs to use the personal data you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc. Carnival may pass personal data on to other relevant suppliers of your travel arrangements such as travel agents, airlines, hotels and transport companies. Your personal data may also be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law. Carnival may also use your personal data for the purposes of carrying out security checks. Your personal data may be shared with the police or other law enforcement or crime prevention agencies for security purposes. This may involve sending your personal data between different countries, including countries outside the European Union (EU) where controls on data protection may not be as strong as the legal requirements in the EU. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If Carnival cannot pass your personal data on to the relevant suppliers, whether in the EU or not, Carnival cannot properly effect your Cruise. For the safety and security of the ship and its Passengers, and to detect and prevent criminal activity, Carnival may operate closed circuit television (CCTV) cameras in certain areas on board the ship during your Cruise and thermal imaging cameras at the point of access to or from the ship. Thermal imaging cameras can be used to identify items concealed beneath clothing (including medical equipment) that are not otherwise visible to the naked eye. Please be aware, however, that Carnival does not undertake to operate all cameras or monitor or record CCTV images at all times. CCTV and thermal imaging camera footage may be retained and passed to the police or other law enforcement or crime prevention agencies (in any jurisdiction) in order to detect or prevent criminal activity or to assist in the apprehension and prosecution of offenders. Please be aware that there are photographers and camera crew on board the ship taking photographs and making films for Passengers to purchase at the end of the Cruise. They are happy to take reasonable steps to avoid filming you where you indicate that this is your preference, but you may be included unless you tell us otherwise and we are unable to guarantee that you will not be included on an incidental basis. Please be aware that calls made to Carnival, and calls received from Carnival, may be recorded for the purposes of audit, training and the monitoring of services provided by Carnival. Carnival may from time to time change its privacy notice, which describes how your personal data may be processed, and its up-to-date privacy notice is made available at cunard.com or pocruises.com (as appropriate) or by writing to the address given below.

DATA PROTECTION

46. The personal data you provide to Carnival, or which is obtained through your dealings with Carnival group cruise brands, will be processed in accordance with our privacy notice which is available on the Cunard and P&O Cruises websites. Carnival may use personal data about you to inform you about its products and services and deliver those products and services for you; to review your dealings with Cunard, P&O Cruises or other Carnival group cruise brands including your purchasing and entertainment preferences; to review, develop and improve the products and services Cunard and P&O Cruises offer; for market research purposes and for statistical analysis. Carnival will obtain your consent to processing where that is required. Carnival may share

personal data about you with other Carnival group companies and its suppliers, agents, sub-contractors or other commercial partners, including those outside of the EU, and will use appropriate legal and technical safeguards when it does so. Carnival will retain personal data about you for no longer than necessary for the purpose of processing, and you may withdraw your consent to processing at any time if you wish to do so. You may obtain, correct, or erase personal data about you, and restrict or object to processing if you wish. Should you wish to complain about our processing of your personal data you may submit a complaint to the relevant supervisory authority. For more information contact us at: Data Protection Officer, Carnival plc, Carnival House, 100 Harbour Parade, Southampton, SO15 1ST or via privacy@carnivalukgroup.com.

LAW AND JURISDICTION

47. Subject to the provisions of the Athens Convention 2002, EU Regulation 2009 or the 2014 Regulations, all Claims brought by the Passenger or its personal representatives against Carnival shall be subject to English law and the exclusive jurisdiction of the English Courts.