

IMPORTANT NOTICE TO VISITORS

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY CARNIVAL CRUISE LINE TO, AND ACCEPTED BY, VISITOR SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW.

THE ATTENTION OF VISITOR IS ESPECIALLY DIRECTED TO SECTION 2, WHICH CONTAINS IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES AND REQUIREMENTS RELATED TO PUBLIC HEALTH SUCH AS COVID-19, AND TO SECTION 4, WHICH CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS TO ASSERT CLAIMS AGAINST CARNIVAL CRUISE LINE, THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING FORUM SELECTION, CHOICE OF LAW, TIME LIMITATIONS FOR FILING SUIT, ARBITRATION, AND CLASS ACTION WAIVER.

IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY!

In consideration of the right to board the vessel Carnival Corporation d/b/a Carnival Cruise Line (“Carnival”) and Visitor agree that boarding and use of the vessel is subject to the following legally enforceable terms and conditions:

1. DEFINITIONS AND SCOPE OF CONTRACT

(a) Whenever the word “Carnival” is used in this Contract it shall mean and include the Vessel, and all its owners, operators, employees, agents, crew, charterers, and insurers. The term “Visitor” shall include the plural where appropriate, and means all persons and entities including wedding guests, day visitors, contractors, auditors, and government officials who are boarding the vessel for any purposes whether related to business and/or pleasure.

(b) All rights, exemptions from liability, defenses and immunities of Carnival under this contract shall also inure to the benefit of Carnival’s facilities, servants, agents, managers, affiliated or related companies, suppliers, shipbuilders and manufacturers of component parts and independent contractors, including, but not limited ship’s physician, ship’s nurse, and other concessionaires, who shall have no liability to the Visitor, either in contract or in tort, which is greater than or different from that of Carnival.

2. PUBLIC HEALTH PRACTICES AND PROCEDURES; UNDERSTANDING AND ACCEPTANCE OF RISKS

(a) ALL VISITORS ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF BOARDING WITH THEIR PHYSICIAN AND TO REVIEW THE U.S. CENTERS FOR DISEASE CONTROL (“CDC”) WEBSITE FOR UPDATED INFORMATION. VISITOR ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ON THE VESSEL, THE VISITOR OR OTHER VISITORS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, INFLUENZA, COLDS AND NOROVIRUS. VISITOR FURTHER UNDERSTANDS AND ACCEPTS THAT THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND CARNIVAL’S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. VISITOR KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

3. COMPLIANCE WITH RULES, SOLICITATION, SMOKING, DRINKING, ILLEGAL ACTIVITY, SEARCHES, BEVERAGE POLICY AND ENVIRONMENTAL POLICY

(a) Visitor agrees to follow the directions of the ship's Master, or his authorized officer, at all times while on board. Visitor further agrees to abide by all shipboard rules and policies. Visitors shall not solicit anyone on the Vessel for any commercial, professional, illegal, or illicit purposes.

(b) Visitor acknowledges that smoking is only permitted in designated areas. Visitor agrees to refrain from smoking in non-designated areas and agrees that Carnival has the right to assess a \$500 charge, per violation, and to disembark the Visitor.

(c) Carnival has a "zero tolerance" policy toward any illegal activity or behavior by Visitors or crew aboard. Visitor agrees to comply with this policy and further acknowledges that it is Carnival's policy to report incidents of illegal activity or behavior to the appropriate law enforcement authorities.

(d) Tampering with Life Saving Devices: Visitor agrees to not tamper with or discard overboard any lifesaving device such as, but not limited to; life rings and life jackets, unless in an emergency or instructed to do so by the ship's master. Tampering with life-saving devices may result in a fine to the Visitor.

(e) All Visitors must adhere to Carnival's environmental policy as follows: Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Visitor will be strictly liable for any illegal dumping or pollution. Any willful or negligent act of discharging or releasing any unauthorized item overboard, without the express permission of the ship's staff may result in a \$500 charge, per violation.

(f) In consideration for boarding the vessel, it is agreed that Carnival shall have no liability as a consequence of Visitor's use of ship's athletic or recreational equipment or as a consequence of Visitor's decision to participate in any athletic or recreational activity or event.

4. TIME LIMITS FOR CLAIMS, JURISDICTION, VENUE, AND GOVERNING LAW

(a) Carnival shall not be liable for any claims whatsoever for personal injury, illness, or death of the Visitor, unless full particulars in writing are given to Carnival within 185 days after the date of the injury, event, illness, or death giving rise to the claim. Suit to recover on any such claim shall not be maintainable unless filed within one year after the date of the injury, event, illness, or death, and unless served on Carnival within 120 days after filing. Visitor expressly waives all other potentially applicable state or federal limitations periods.

(b) Carnival shall not be liable for any claims whatsoever, other than for personal injury, illness, or death of the Visitor, unless full particulars in writing are given to Carnival within 30 days after the Visitor debarks the Vessel. Legal proceedings to recover on any claim whatsoever other than for personal injury, illness or death shall not be maintainable unless commenced within six months after the date Visitor debarks the Vessel.

(c) It is agreed by and between the Visitor and Carnival that ALL disputes and matters whatsoever arising under, in connection with or incident to the ship visit and/or boarding the Vessel, including travel to and from the Vessel, shall be litigated, if at all, before the United States District Court for the Southern District of Florida in Miami, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Miami-Dade County, Florida, U.S.A. to the exclusion of the Courts of any other county, state or country. Visitor hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available.

(d) Any and all disputes whatsoever arising out of or relating to this Contract or Visitor's boarding and/or use of the Vessel well as the interpretation, applicability and enforcement of this Contract shall be governed exclusively by the general federal maritime law of the United States, without regard to choice of law rules, which replaces, supersedes and preempts any provision of law of any other state or nation, however, the terms of this Contract do not displace non-excludable consumer laws applicable in jurisdictions outside the United States. If a court of competent jurisdiction finds that general federal maritime law is not applicable to any part of a legal action brought under this agreement, then the laws of the State of Florida shall apply to the exclusion of the laws of any other state.

5. CLASS ACTION WAIVER

THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING VISITOR TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES VISITOR FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER THIS AGREEMENT. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, VISITOR AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY VISITOR INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION. Visitor agrees that Carnival can receive immediate judicial assistance to enforce this class action waiver.

6. CARNIVAL'S USE OF VISITOR'S LIKENESS & USE OF FACIAL RECOGNITION

Each Visitor grants Carnival and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of Visitor in any medium of any nature whatsoever for any purpose including without limitation trade, advertising, sales, publicity or otherwise, without compensation to Visitor and all rights, title and interest therein (including all worldwide copyrights therein) shall be Carnival's sole property, free from any claims by Visitor or any person deriving any rights or interest from Visitor. Each Visitor understands and agrees that professional onboard photographers may photograph Visitor, and that those photos may be processed, displayed, and sold to Visitors and others. Carnival may use facial recognition technology to enable embarkation, debarkation, at entry and exit of the Vessel at ports of call, on all photos taken by Carnival during Visitor's voyage, as well as those photos Visitor uploads to Carnival's mobile app.

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