



**UK TRAVEL AGENCY AGREEMENT
2018 TERMS & CONDITIONS**

THIS TRAVEL AGENCY AGREEMENT IS BETWEEN CARNIVAL CORPORATION TRADING AS CARNIVAL CRUISE LINES ATOL NO 10599 WHOSE REGISTERED OFFICE IS AT 3655 N.W. 87TH AVENUE, MIAMI, FLORIDA 33178-2428 (“CARNIVAL” “CCL” “WE” OR “US”) AND THE TRAVEL AGENCY WITH ITS FULL NAME AND ADDRESS SET OUT IN THE TRAVEL AGENCY COVER SHEET WITHIN THE ELECTRONIC MAIL TO WHICH THIS AGREEMENT IS ATTACHED (“TRAVEL AGENCY” or “YOU”) WHEREBY TRAVEL AGENCY IS APPOINTED AS CARNIVAL’S AGENT PURSUANT TO ATOL REGULATIONS 12 AND 22 ON THE DATE STIPULATED IN THE TRAVEL AGENCY COVER SHEET.

1. Effective Date and Term. This Agreement shall commence on the Effective Date and continue until the expiry of the Term when it shall automatically terminate.
2. Travel Agency Agreement Cover Sheet and 2018 Commercial Terms. The terms set forth in the documents attached to this Agreement entitled the 2018 Commercial Terms and Travel Agency Cover Sheet within the electronic mail by which this Agreement is distributed to Travel Agency (together hereinafter referred to as the “**TAA Cover Sheet**”) constitute an integral part of this Travel Agency Agreement and are incorporated herein by reference. Collectively the TAA Cover Sheet and this Travel Agency Agreement are referred to hereinafter as the “**Agreement**”. Any capitalised term used but not herein defined will have the meaning provided in the TAA Cover Sheet and any capitalised term used but not defined in the TAA Cover Sheet will have the meaning set out in this Travel Agency Agreement.
3. Product Description. This Agreement covers all Carnival Cruise Lines (“**Carnival**”) brand cruise products in all categories for all sailings, subject to such restrictions or limitations as may be placed by Carnival from time to time and as otherwise set forth herein.
4. Net cabins booked. “Net cabins booked” are gross new bookings and any cancelled bookings that are re-booked (i.e. reactivated) minus cancellations during the specified Term of this Agreement and includes both individual and group bookings. “Net cabins booked” excludes free cabins, any tour conductor credit for group bookings, reduced agent fares and full ship charters. If there is a material increase in Travel Agency’s “Net cabins booked” volume during the Term compared to the previous booking period which is due to matters outside the normal course of business (e.g., merger, consolidation or any other form of combination with, or purchase of accounts from, another travel agency; or addition of offices or locations that were previously included in the “Net cabins booked” volume of another travel agency), then Carnival reserves the right to revise the “Net cabins booked” targets or any other terms of this Agreement. Furthermore, if there is a material change to Carnival’s ship capacity during the Term, Carnival, in its sole discretion, reserves the right to change any minimum commission threshold targets specified on the TAA Cover Sheet.
5. Appointment. We appoint you as our non-exclusive agent to sell Carnival cruise holidays (“**Holidays**”) in the United Kingdom and Republic of Ireland (the “**Territory**”) as advertised and described in any brochure and on the Carnival websites www.GoCCL.co.uk and www.carnival.co.uk subject to the terms of this Agreement. Nothing in this Agreement shall prevent you from acting as agent for any other supplier or from selling your own travel or travel-related services and products. If you intend to sell any Holidays as part of a Package (as defined in The Package Travel, Package Holidays and Package Tours Regulations 1992 and from 1 July 2018, as defined in the new regulations which will implement the EU 2015 Directive on Package Travel and Linked Travel Arrangements in the United Kingdom (together, the “**Package Travel Regulations**”) acting as the principal contracting party (i.e. as “Organiser” under the Package Travel Regulations) for the entire Package including the Holiday with the customer, you may only do so with our prior approval (and as confirmed on the TAA Cover Sheet) and you must comply with Section 17 of this Agreement, in addition to all other applicable terms and conditions of this Agreement. Unless we have approved for you to act as principal of a Package including a Holiday, in all dealings with third parties on our behalf you will describe yourself as our “approved agent”.
6. Other applicable terms and conditions.
 - 6.1. Travel Agent Policy. In addition to this Agreement, Travel Agency shall adhere to and comply with all of Carnival’s terms and conditions found in the then-current UK & Republic of Ireland Carnival Cruise Lines Travel Agency Policy, which can be found by logging on www.GoCCL.co.uk (the “**UK - Travel Agency Policy**”), which additional terms and conditions are incorporated herein by reference and will apply to Travel Agency and to all sales made under this Agreement. Carnival reserves the right to supplement or modify, from time to time, all of the foregoing and to establish and modify other generally applicable Carnival policies and procedures applicable to Travel Agency and this Agreement. Travel Agency may also request a copy of the most current Travel Agency Policy by emailing Carnival at CCLcommercialterms@carnival.com. Travel Agency shall adhere to and comply with the same and will periodically review the UK - Travel Agency Policy to assure such compliance. The UK - Travel Agency Policy contains important requirements and obligations concerning, among other items, advertisement compliance, restrictions on advertised pricing, prohibition of retro dilution and Internet-specific advertisement and search standards.
 - 6.2. Carnival Booking Conditions. All cruises are sold subject to the terms and conditions of Carnival’s cruise holiday contract (the “**Carnival Booking Conditions**”), travel documents, and informative brochures. Carnival operates under a paperless system which provides

passengers with access to their travel documents through the Online Check-in portal (accessible at <https://www.carnival.co.uk/bookedguest>). The Online Check-in portal provides passengers with on-demand access to their Carnival booking, and enables them to print boarding passes, the cruise ticket contract, luggage tags, itinerary, and other pre and post cruise travel arrangements (“e-docs”). Travel Agency shall promptly inform booked passengers of Carnival’s paperless system and advise them how to access the Online Check-in portal for their e-docs, which include the terms and conditions of the Carnival Booking Conditions. Where we authorise you to sell Holidays as part of a Package, notwithstanding that the Package will be sold on your own terms and conditions, the Carnival Booking Conditions will apply so far as the cruise element of the Package and the carriage of the guests is concerned. With regards to the cruise element of the Package, your terms and conditions shall not, in any manner, restrict or diminish any of the customer’s rights or Carnival’s rights under the Carnival Booking Conditions and in the event of a contradiction between your terms and conditions and the Carnival Booking Conditions in relation to the Holiday, the Carnival Booking Conditions will prevail. Travel Agency shall provide the customer with the Carnival Booking Conditions, or direct them to the Carnival Booking Conditions, prior to taking the customer’s booking.

6.3. Compliance You will comply with all applicable laws and regulations in force at any time during the term of this Agreement, including, but not limited to: the Package Travel Regulations; The Civil Aviation (ATOL) Regulations 1995; The Civil Aviation (Air Travel Organiser’s Licensing) (Amendment) Regulations 2003; The Civil Aviation (Air Tour Organisers’ Licensing) Regulations 2012 and any amendments to such Regulations (together the “**ATOL Regulations**”); the mandatory agency terms that the Civil Aviation Authority may stipulate from time to time (the current version of which is set out in Section 16 of this Agreement) which apply if Travel Agency makes any sales of flight accommodation as our agent (and for the avoidance of doubt, not where Travel Agency sells flight accommodation as principal under its own ATOL); the Code of Conduct of the Association of British Travel Agents (ABTA); and any other codes of conduct or practice in force from time to time as they relate to agents or retailers of travel services (including but not limited to those relating to the advertising and/or sale of goods and/or services to consumers).

6.4. Marketing Representation. Travel Agency shall market Carnival and its products in a competent and professional manner to the best of its ability and deal fairly and in good faith with Travel Agency’s clients and Carnival.

6.5. Accounting records. Travel Agency will also keep full, proper and up to date books of accounts and records showing clearly all enquiries, transactions and proceedings relating to the sale of our Holidays and will, upon reasonable notice and at a reasonable time, supply such copies of such accounts and records to us which are reasonably necessary for us to address any issue arising in connection with your acting as agent for us, or allow our authorised representatives access to such books of account and to take copies if required. You will keep such records for a period of not less than 24 months from the date of the balance being due or from the date any disputed items are settled, whichever period is longer.

7. Applicable Bookings. Travel Agency shall only be entitled to earn the commission identified on the TAA Cover Sheet on those bookings made directly by Travel Agency on behalf of individual clients during the Term (“**Applicable Bookings**”). Bookings are not Applicable Bookings if they are (i) internet bookings generated by consumers on Carnival’s website if such consumer has not reached Carnival’s website (at the time the consumer makes the booking) through a Carnival approved link contained on a website owned or operated by Travel Agency or (ii) bookings made in breach of this Agreement including any provision of the Travel Agency Policy. In addition, no commissions will be payable on bookings derived from or through links with any Travel Agency website or GDS system not authorised by Carnival as more fully described in the UK - Travel Agency Policy. Where Travel Agency makes sales of Holidays as principal, “**Applicable Bookings**” shall include all non-commissionable and commissionable bookings made during the Term provided that Travel Agency has complied with Section 17, any other applicable terms of this Agreement and the UK - Travel Agency Policy.
8. Representations. Each party represents and warrants to the other party that (a) it has the requisite corporate authority to enter into and perform this Agreement, (b) this Agreement constitutes its legally binding obligation, enforceable in accordance with its terms, and (c) its execution and performance under this Agreement will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party’s rights. This Section shall survive the termination of this Agreement.
9. Relationship of the Parties. Travel Agency acknowledges and agrees that it is an independent contractor, and that it shall not act as an employee, franchisee, or licensee of Carnival. The commercial arrangements between us under this Agreement do not create a joint venture between Carnival and Travel Agency. Travel Agency shall be solely responsible for its liabilities and expenses in connection with this Agreement and the operation of its business. Travel Agency acknowledges that the rights granted under this Agreement are non-exclusive and nothing herein shall limit, restrict or prevent Carnival from doing business with other travel agencies, tour operators and travel wholesalers or from participating (in any manner whatsoever) in other distribution systems or networks for the sale of Carnival brands, products or inventory.
10. Indemnification. Travel Agency shall, indemnify, defend and hold harmless Carnival and its affiliates, parents, subsidiaries, owners, employees, agents, successors and assigns (collectively, the “**Carnival Parties**”) from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees) (collectively, “**Losses**”) arising out of or in connection with any action, failure to act or statement of any employee, agent, contractor or representative of Travel Agency, the operation of Travel Agency’s business, the failure of Travel Agency to promptly advise any passenger of Carnival’s paperless system and how to access the Online Check-in portal for their e-docs (including, without limitation, the Carnival Booking Conditions), or any breach of this Agreement by Travel Agency. This Section shall survive the termination of this Agreement. Where Travel Agency sells Holidays as principal as part of a Package, Section 17.5 shall also apply.
11. Governing Law/Jurisdiction and Dispute resolution. The law that applies to this Agreement is English law and the English courts have exclusive jurisdiction over any dispute relating to this Agreement. This Agreement sets out the entire agreement and understanding between the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. Nothing in this clause will limit or exclude any liability for fraud. If any issue between the parties arising out of or in connection with this Agreement cannot be resolved amicably through ordinary negotiations in good faith by appropriate representatives of the parties, the matter will be referred in writing by either party to our Head of Sales and your Managing Director or their equivalent. Such representatives of the parties will meet in order to attempt to resolve

the matter by negotiation within 14 days of a written notice from the other party to them giving details of the dispute. A claim may only be made to the courts once this meeting has taken place and no resolution has been agreed.

12. Confidentiality.

12.1 This Agreement is confidential and we both agree not to divulge its contents to any person who is not a party to it. Both parties agree not to divulge to any other person any confidential information (which, without limitation, will include financial details, customer details and any information disclosed (whether before or after the date of this Agreement, in writing, orally or otherwise and whether directly or indirectly) by or on behalf of the disclosing party to the receiving party in connection with the selling of Holidays by you as our agent) belonging to the other without the other party's prior written consent (except in respect of either party's professional advisers who are bound by equivalent duties on confidentiality).

12.2 You will promptly provide us with reasonable evidence of the financial state of your business upon request. If, on the basis of this evidence we reasonably believe that you are insolvent or that you are likely to become insolvent or to cease to trade, or you fail to provide us with such evidence upon request, we reserve the right to suspend trading with you and to terminate this Agreement.

13. Change of Ownership. Neither this Agreement nor any rights or obligations hereunder may be assigned by Travel Agency without the prior written consent of Carnival. Any attempt to do so shall be null and void. If Travel Agency, its business or a significant portion of its assets is sold or otherwise transferred, or if there is a material change in the ownership or control of Travel Agency, this Agreement may be terminated by Carnival in its sole discretion.

14. Termination. This Agreement will apply to all Applicable Bookings and will terminate automatically upon completion of all the Holidays sold during the Term, unless and until terminated earlier according to the provisions of this clause 14.

14.1. Either party may terminate this Agreement at any time:

14.1.1. immediately by written notice to the other party if the other party ceases trading or becomes insolvent (as defined in clause 14.4 below); or

14.1.2. by giving sixty (60) days' written notice to the other party.

14.2. In addition to clause 14.1, Carnival may suspend or terminate this Agreement immediately by written notice if:

14.2.1. you fail to pay any amounts due to us by the due date;

14.2.2. you breach this Agreement and fail to put right that breach within 30 (thirty) working days of being asked to do so;

14.2.3. we may reasonably consider that you have by your act or omission damaged our goodwill or any Carnival's Property (as defined in the Travel Agency Policy) or have acted in any way inconsistent with being our agent;

14.2.4. (without limitation to clause 13) you undergo a significant change in ownership or management;

14.2.5. your ABTA membership terminates for whatever reason and whether or not voluntarily by Travel Agency; or

14.2.6. we hold the reasonable opinion pursuant to clause 12.2 that you are insolvent or about to become insolvent or to cease trading.

14.3. If this Agreement is terminated (for whatever reason):

14.3.1. your right to act as our agent (and in the case of an agent who is authorised under the TAA Cover Sheet to sell Holidays as part of a Package for which it is principal your right to buy and onward sell Holidays), shall end immediately. Without limitation, we may take action under our Sales and Payment Policies and Procedure in the UK - Travel Agency Policy as regards outstanding payments and we may at our entire discretion either allow you to continue to deal with existing customers for the purpose of servicing those bookings and collecting balance payments, or we may take over some or all of those bookings at our entire discretion, and where we take over bookings you shall give us all reasonable assistance to do so and you shall thereafter have no further contact with those customers in relation to those bookings;

14.3.2. if you have dealt on our behalf with any prospective customers with whom Holiday contracts have not been made before the termination date, we may require you promptly to:

(a) notify us in writing giving full details of such customers and their contact details; and

(b) send us a copy of the relevant files.

14.3.3. without limitation, the provisions specified in the TAA Cover Sheet shall apply in respect of commission.

14.4. A party is insolvent if:

14.4.1. it is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; and/or

- 14.4.2. it (or any item of its property) becomes the subject of:
- 14.4.3. a formal insolvency procedure (such as receivership, liquidation, administration, voluntary arrangement or bankruptcy);
- 14.4.4. an application or proposal for a formal insolvency procedure; or
- 14.4.5. an application, proposal or procedure overseas with similar effect or purpose.

14.5. Termination of this Agreement shall not affect any accrued rights, remedies, obligations or liabilities of the parties existing at termination.

14.6. On termination of this Agreement (howsoever arising) any provision which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

15. **Binding Agreement.** This Agreement, including the UK - Travel Agency Policy, each Exhibit attached hereto and any other documents incorporated herein, constitutes the entire agreement between Carnival and Travel Agency with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, agreements, understandings and arrangements, both oral and written, between Carnival and Travel Agency with respect to such subject matter in relation to the period of the Term, provided always that Travel Agency will be bound by any changes made to the UK - Travel Agency Policy from time to time as published on www.GoCCL.co.uk and so long as Travel Agency continues to access such site and/or make bookings with Carnival following any such changes, then Travel Agency is deemed to have accepted the changes. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement which shall remain in full force and effect. This Agreement, including a facsimile or photocopy hereof, may be signed in counterpart, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument. **Travel Agency acknowledges that by continuing to make bookings with Carnival on or after the Effective Date, Travel Agency is agreeing to all of the terms and conditions contained herein, regardless of whether or not Travel Agency countersigns and/or returns this Agreement.** It is understood and agreed that no failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties Act 1999) except where such rights are expressly granted.

16. **Agency terms pursuant to Regulation 22 of the 2012 Regulations.** In accordance with Regulation 22 of The Civil Aviation (Air Tour Organisers' Licensing) Regulations 2012 as amended (the "**2012 ATOL Regulations**") the agency terms set out below (which are terms prescribed by the Civil Aviation Authority), are incorporated into this Agreement. By making available flight accommodation to consumers **as our agent** you are deemed to have accepted such terms. In the event of any conflict between this Section 16 and any other Section of this Agreement, this Section 16 shall take precedence to the extent of any conflict only.

The definitions used in this Agreement have the same meaning as those used in the 2012 ATOL Regulations. Additionally, "Licensable Transaction" means an offer made by a consumer (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organiser and constitutes an activity in respect of which that air travel organiser is required to hold an ATOL.

Duration of Agreement. Agency Terms 3, 5, 8 and 9 remain binding on the agent even if the principal ATOL holder has failed.

Extent of obligations. The obligations of all parties to this agreement extend only to the parties' conduct in respect of licensable transactions.

Priority of Agency Terms published by CAA. Pursuant to AST 2.2 and Agency Term 1 no agency term negotiated between the principal ATOL holder and the agent may contradict the CAA's mandated terms and any that do so will be void.

Agency Term 1. By making available flight accommodation to consumers in the capacity of an agent, in accordance with ATOL Regulations 9, 10 and 12 the agent is deemed to have agreed to the terms of the written agency agreement between the principal ATOL holder and its agent.

The terms of the agency agreement include terms mandated by the CAA to be agreed between principal ATOL holders and agents for principal ATOL holders making available flight accommodation as agents of that principal ATOL holder. Principal ATOL holders and agents cannot agree, whether in writing, by conduct or otherwise, any terms which contradict, or purport to contradict the terms mandated by the CAA.

The agent must keep a copy of this agency agreement for the period it is in force and for 12 months after it expires or is terminated.

Agency Term 2.1 Agents must comply with all the terms of ATOL Standard Term 1 as if they applied directly to the agent and any requirements to set out the principal ATOL holder's name and number should be read as requirements to set out the agent's principal's name and ATOL number. That is:

Parts of AST1 that apply to agents are set out below (for the avoidance of doubt AST1.8-AST1.10 do not apply to agents):

AST1.1. The ATOL holder must ensure that:

- (a) the name shown on its ATOL (or a trading name notified to the CAA), its ATOL Number and the ATOL logo; or
- (b) for Accredited Body Members, the statement "(Accredited Body Member trading name as notified to the CAA) is an Accredited Body Member of (Name of Accredited Body)" and the Accredited Body's ATOL number and the ATOL logo; and
- (c) the Statement:

“All the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: http://www.atol.org.uk/ATOL_certificate”

is stated clearly on all publicity material (including websites and brochures).

AST1.2. If some products listed in publicity material (including websites and brochures) are not ATOL protected, then the following statement should be stated clearly on all publicity material:

“Many of the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed [in this brochure/on this website]. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: http://www.atol.org.uk/ATOL_certificate”

AST1.3. ATOL holders that advertise ATOL protected products in broadcast media (television/radio/cinema etc.) must, unless the CAA agrees an alternative that achieves equivalent consumer clarity, ensure that the advert contains audible words “ATOL protected” and that the ATOL protected logo and ATOL number are shown during the broadcast.

AST1.4. The ATOL holder must ensure that the consumer is appropriately advised of:

- (a) the ATOL holder’s name, or its trading name notified to the CAA; and
 - (b) the fact that the booking is authorised under the ATOL holder’s ATOL number and is protected under the ATOL scheme, as set out in the ATOL Certificate to be supplied,
- immediately before it enters into a contract for a licensable transaction but after the consumer has chosen a flight and all other elements to be purchased. In this AST a consumer has chosen a flight when the date, origin and destination of each flight have been determined.

AST1.5. The ATOL holder must ensure that:

- (a) the terms and conditions upon which the ATOL holder (or its agent or AB member on its behalf) enters into a licensable transaction;
 - (b) the terms and conditions which the ATOL holder (or its agent or AB member on its behalf) holds out as terms upon which it will enter into a licensable transaction; and
 - (c) any receipts or invoices supplied by the ATOL holder, its agent or its AB member for a licensable transaction;
- each contain the ATOL holder’s name on their ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:

“Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.”

If an ATOL holder produces a receipt for money paid by a consumer the ATOL holder must identify which part of that money is protected by ATOL and which, if any, is not.

AST1.6. Where the information entered on an ATOL Certificate changes more than 72 hours before the consumer is due to depart from the UK, the ATOL holder must (and the ATOL holder must ensure its agents and AB members) supply a new ATOL Certificate containing the up to date information to the consumer as soon as possible and update this information on its business systems.

Where the information entered on an ATOL Certificate changes less than 72 hours before the consumer is due to depart from the UK, the ATOL holder must (and the ATOL holder must ensure that its agents and AB members) update and record those changes on their business systems.

Agreement with Consumer about form of ATOL protection

AST1.7A. Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails, services to be provided by the ATOL holder pursuant to a licensable transaction may be provided by another ATOL holder or the consumer may be required to claim a refund under the ATOL scheme by including in its terms of business with consumers the term that:

“We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).”

Prohibition on transferring obligations under agreements with consumers without agreement of the CAA

AST 1.7A2.

Other than the clause required as set out in AST1.7A, the ATOL holder must not include a clause in its terms of its agreement with consumers that enables, or purports to enable, the ATOL holder to transfer its obligations to consumers in respect of a licensable transaction to another person (whether or not that person is an ATOL holder) without the prior agreement of the CAA.

Agreement with Consumers of assignment of consumer's claim where consumer receives a benefit from the Air Travel Trust

AST 1.7B.

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails and the consumer receives a payment or benefit under the ATOL scheme, then receipt of such payment or benefit from the Trustees of the Air Travel Trust is in return for assignment absolutely of the consumer's claim against the ATOL holder by including in its terms of business with consumers the term that:

"If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

AST1.11. An ATOL holder that sells a package (whether direct or via an agent or AB member) must produce a 'Confirmation'. The Confirmation must contain:

- Lead name
- Flight times
- Flight numbers
- Departure and arrival airports
- Name of air carrier (i.e. airline)
- Name and location of accommodation
- Other ground arrangements e.g. car hire, transfer, tours, entrance tickets
- Total price of package
- The unique reference number of the relevant ATOL Certificate.

Where an ATOL holder sells a package via an agent or AB member, whether or not that agent or AB member arranges a Flight-Plus incorporating that package, the ATOL holder must supply the Confirmation to the agent or AB member, who must supply it to the consumer.

The Confirmation must be sent to the consumer in order that it is received within 3 days of payment by the consumer being accepted.

AST1.12. If any of the information on the 'Confirmation' changes the ATOL holder must produce a revised Confirmation which must be received by the consumer as soon as possible. The Confirmation must make it clear that it is a revised Confirmation.

AST1.13. ATOL holders must ensure that it is a term of their agreement with their consumer that:

(a) money accepted by their agent or AB member from the consumer is held by that agent or AB member on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent or AB member's obligation to pay it to the ATOL holder for so long as the ATOL holder does not fail; and

(b) if the ATOL holder fails, any money held at that time by the agent or AB member, or subsequently accepted from the consumer by their agent or AB member, is and continues to be held by that agent or AB member on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the principal ATOL holder.

Agency Term 2.2. The agent must at all times identify the selling, protecting principal ATOL holder on all publicity material (including websites and brochures) that identify a flight or flight inclusive package or Flight-Plus which the agent is holding out it can make available to consumers.

Agency Term 2.3. If the agent produces a receipt for money paid by a consumer the agent must identify which part of that money is protected by the principal ATOL holder's ATOL and which, if any, is not.

Agency Term 3. The agent will, if requested by the CAA, report to the principal ATOL holder the unique reference number of each ATOL Certificate supplied by it, along with the corresponding ATOL holder's reference number, where it acts as agent for the principal ATOL holder and where the transaction with the consumer was a Flight-Only or a package. If requested to do so by the CAA at any time, and including after the failure of the principal ATOL holder, the agent will provide this information to the CAA.

Agency Term 4. The agent will provide any information requested by the principal ATOL holder necessary to enable the principal ATOL holder to comply with the ATOL Standard Terms or any term of its ATOL.

Agency Term 5. Any payment received by the agent from consumers, for services owed by the principal ATOL holder to the consumer, is received and held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust but subject to the agent's right and obligation to make payment to the principal ATOL holder for so long as the principal ATOL holder does not fail. If the principal ATOL holder fails the agent confirms it will continue to hold consumer payments on behalf of the Trustees of the Air Travel Trust and without any right or obligation to pay the same to the principal ATOL holder.

Agency Term 6. Where an agent makes available a package as agent of a principal ATOL holder, the agent must obtain a Confirmation (see AST1.11) from the ATOL holder and pass it immediately to the consumer by the specified method. Where an agent receives any revised Confirmation from the principal ATOL holder, it will immediately pass it to the consumer by the specified method.

Note: The “specified method” means:

- (a) in the case of a person who is present at the time the agent receives the Confirmation, handing it to that person;
- (b) in the case of a person who is not present at the time the agent receives the Confirmation, immediately sending to that person the Confirmation by email or some other equivalent electronic means; or
- (c) in the case of a person who makes a booking by telephone, either the method specified in sub-paragraph (b) or immediately posting the Confirmation to that person.

Agency Term 7. When accepting payments in respect of transactions the agent would need an ATOL to transact if the agent were not the agent of the principal ATOL holder, agents may only accept payment from consumers as defined in the ATOL Regulations 2012.

Agency Term 8. Immediately upon the failure of the principal ATOL holder, the agent will provide the CAA with information on:

- (a) money paid to it by consumers, in respect of services to be provided for future travel by the principal ATOL holder to consumers, and
- (b) the ATOL Certificate unique reference numbers issued by that agent which apply to that failed ATOL holder, in a form acceptable to the CAA.

Agency Term 9. The rights of the CAA and the Trustees of the Air Travel Trust to enforce any obligations under this agreement on either party are not excluded. For the avoidance of doubt, they may be enforced by the CAA and the Trustees of the Air Travel Trust.

Agency Term 10b. The agent may appoint a sub-agent to perform its obligations as the ATOL holder’s agent and to bind the principal ATOL holder into obligations with consumers or buying ATOL holders. However, the agent may only do so if it enters the ATOL holder into a written agency agreement that contains all the rights and obligations in the agreement that are required by the CAA and published in the CAA’s Official Record Series 3. Any sub-agent of the agent that does not have the benefit of a written agency agreement with the ATOL holder is not authorised to act on the ATOL holder’s behalf. As a consequence the agent will be responsible to the consumer (or buying ATOL holder) for any acts or omissions of the sub-agent. Note: In these circumstances, as well as the agent being liable to the consumer as a principal, both the “agent” and “sub-agent” would be acting in breach of the ATOL Regulations 2012.

Agency Term 11. If a new or revised Schedule of Agency Terms is published by the CAA in its Official Record Series 3 those new or revised terms will immediately take effect as terms of the agency agreement between the principal ATOL holder and the agent.

Agency Term 12. If the principal ATOL holder fails to comply with its obligations to a consumer and by reason thereof the agent incurs a liability or obligation to a consumer, the agent shall be indemnified by the principal ATOL holder against all consequences following such a failure.

17. Sales of Holidays as principal

Where Travel Agency intends to sell Holidays as part of a Package put together and sold by Travel Agency as principal contracting party to the customer (“Organiser” under the Package Travel Regulations) and such sales have been approved by Carnival pursuant to clause 5 above, the following terms and conditions apply:

17.1 All sales of flight accommodation made by the Travel Agency as principal in connection with the Holiday shall be sold under the Travel Agency’s ATOL (and not Carnival’s ATOL) and Travel Agency shall hold a valid ATOL to cover all such sales and maintain such ATOL until all Packages have been completed.

17.2 Travel Agency will provide financial protection for the security of all monies paid over by customers in respect of Packages sold by Travel Agency pursuant to the Package Travel Regulations and as required by the Civil Aviation Authority (as applicable) and Carnival financial protection won’t apply.

17.3 Travel Agency shall enter into a contract with the customer for the Package on its own behalf (i.e. as principal) on the basis of the Travel Agency’s own terms and conditions and all documentation provided to the customer including the customer invoice confirming the booking will state that the Travel Agency is the principal. If a confirmation invoice for the Holiday is automatically generated by Carnival in error, Travel Agency will use reasonable endeavours to ensure such automatically generated invoice is not sent to customers. Travel Agency’s booking conditions must comply with the Package Travel Regulations and include the following obligations of the customer:

- customers to ensure that they have all necessary passports, visas and inoculations;
- customer to provide a valid payment method to enable payment of their on-board account; and
- customer to hold valid personal travel insurance with medical and repatriation coverage of not less than £2 million and the cost of emergency evacuations from the ship, including by helicopter.

17.4 Travel Agency must notify the customer of, and offer to make available to the customer, a copy of the Carnival Booking Conditions (as published and updated from time to time on www.carnival.co.uk) prior to taking a booking, a copy also to be included in the ticket and referred to as binding the customer in the Travel Agency’s brochure or other marketing material.

17.5 Travel Agency acknowledges and agrees that Travel Agency will be responsible for the performance of the contract for the Package made with the customer under the Package Travel Regulations. Carnival will be responsible only for the cruise element of the Package. Travel Agency indemnifies and holds harmless Carnival against any and all loss, damage or liability (whether criminal or civil and including any

claims, fines, legal fees and other costs and expenses) arising from the negligent actions or omissions of the Travel Agency, its agents, employees or representatives, or arising from a breach of any of its obligations pursuant to this Agreement or otherwise arising from the performance or improper performance of the Package contract apart from the cruise.

17.6 If the customer cancels the Package including the Holiday, Carnival shall be entitled to charge the cancellation charges set out in the Carnival Booking Conditions from time to time and Travel Agency shall be responsible for paying these charges to Carnival.

17.7 If Carnival agrees net rates for Holidays to be incorporated into a Package, Travel Agency shall not disclose the net rates for the cruise element of the Package to the customer at any stage. UK – Travel Agency Policy shall apply to net rates.

17.8 All payments for Holidays shall be made to Carnival in accordance with the payment terms set out in the UK - Travel Agency Policy.

17.9 It shall be the responsibility of the Travel Agency to provide passport, visa and health advice to its customers for all parts of the Package including the cruise element and to ensure that customers are provided with correct travel documentation. Carnival shall not be responsible to Travel Agency or the customer if the customer is denied boarding for possessing incorrect travel documentation.

17.10 In relation to each booking, Travel Agency shall provide to Carnival in order to process the booking: customer's full name, address and contact phone numbers; customer's date and place of birth (as per their passport); any special dietary requests or requirements made known by the consumer; details of any medication condition which may require special care or assistance from Carnival; details of each customer's travel insurance policy; and such other details as Carnival may require in order to provide the cruise.

17.11 Travel Agency shall ensure that all customers are able to access the Holiday as seamlessly as possible, including, without limitation, following any instructions for joining any part of the cruise supplied by Carnival. For the avoidance of doubt, any failure by customers to join the ship for any reason whatsoever, in accordance with instructions provided to them or to the Travel Agency shall be a matter for the Travel Agency to deal with and Carnival shall no liability whatsoever.

**2018 UK TRAVEL AGENCY POLICY
CARNIVAL CORPORATION TRADING AS CARNIVAL CRUISE LINES**

Carnival Corporation, trading as Carnival Cruise Lines, ATOL NO. 10599 and ABTA NO. Y5878 appointing Carnival Cruise Line's Agent whose registered office is at 3655 N.W. 87th Avenue, Miami, Florida 33178-2428 ("CCL" "Carnival" "we" or "us") has established this UK & Republic of Ireland Travel Agency Policy (this "**Policy**") for the advertisement, marketing, selling and booking of, and payment for, cruises offered by Carnival and the use of Carnival's intellectual property, including without limitation trademarks, copyright material, imagery and ship photography (collectively, "**Carnival's Property**"), whether as used and/or registered by Carnival or whether a variance thereof, whether used on the Internet, in print material or otherwise.

Each individual, company, travel agency, travel intermediary and travel distributor that books, sells or distributes cruise accommodations offered by Carnival (collectively referred to as "**Travel Agencies**" and individually, "**Travel Agency**"), including without limitation (i) those who have agreements in place with Carnival, including but not limited to travel agency or travel agency agreements, commission letters, strategic partnership and key account sales agreements, marketing agreements and commission agreements (each a "**Travel Agency Agreement**"), (ii) those who use the Internet to market and/or enable the booking, sale or distribution of cruise accommodations and their affiliates and (iii) those with whom they enter into business arrangements (to the extent permitted under the terms of the Travel Agency Agreement) regarding the advertising, marketing, sale and/or distribution of Carnival's products from time to time, must comply with this Policy, which may be amended by Carnival, in its sole discretion, from time to time. Travel Agency will periodically review the Policy to assure such compliance. Nothing in this Policy shall be deemed to give Travel Agent the right, license, authorisation or approval to make bookings with Carnival or to receive any commission or any other payments directly or indirectly from Carnival, as such rights, and the terms thereof, must be set forth in an underlying Travel Agency Agreement between Carnival and Travel Agent. Individual consumers booking Carnival cruises for themselves and/or for others and who are not receiving any commission or payments from Carnival are not "Travel Agents" hereunder.

If and when Carnival modifies this Policy (including but not limited to the "Pricing Policy" set forth herein), which modifications will become effective immediately unless otherwise specified therein, an updated version of this Policy will be posted at www.GoCCL.co.uk and may, in Carnival's discretion, also be communicated by Internet publication and/or distribution in print under memo or by letter, by facsimile or by e-mail. By making bookings with Carnival and/or entering into a Travel Agency Agreement with Carnival, you agree to all of the terms, obligations and restrictions of this Policy. The terms of this Policy will survive the termination of the underlying Travel Agency Agreement.

Capitalised terms and expressions used in this Policy not defined herein have the meanings set out in the Travel Agency Agreement.

1. Trademarks and other intellectual property

Carnival's Property includes the following:

"A-B-Seas", "Agency of Funology", "Bachelor's of Fun", "BookCCL.com", "CCL", "CCL University" and design, "CCLU Virtual Campus", "Camp Carnival" and design, "Carnival Capers", "Carnival", "Carnival Cruise Lines", "Carnival Cruises", "Carnival Fun Points", "Carnival Fun Shop", "Carnival's Got the Fun!", "Carnival Comfort Bed", "The Carnival Comfort Collection", "Carnival Concierge Club", "Carnival's Cruise Vacation Protection Plan", "Carnival Platinum", "Carnival Players Club" and design, "Carnival Rewards", "Carnival's Seaside Theater", Carnival's ship names (Carnival Destiny, Carnival Fantasy, Carnival Legend, Carnival Pride, Carnival Triumph, Carnival Miracle, Carnival Liberty, Carnival Ecstasy, Carnival Spirit, Carnival Valor, Carnival Inspiration, Carnival Sensation, Carnival Conquest, Carnival Fascination, Carnival Paradise, Carnival Imagination, Carnival Elation, Carnival Victory, Carnival Freedom, Carnival Glory, Carnival Splendor, Carnival Dream, Carnival Magic, Carnival Breeze), "Carnival's Total Choice Dining", "Carnival's Twister Waterslide", "Carnival University" and design, "Carnival Vacation Club", "Carnival's Vacation Guarantee", "The Carnival Vacation Store", "Carnival WaterWorks", "Circle C" and design, "Cloud 9 Spa", "Club Carnival", "Club 02" and design, "Club 21 Pairs", "Currents", "Fly Aweigh", "Fountain Fun Card", "Fun 21", "Fun for All. All for Fun.", "Fun Day at Sea", "Fun Force", "Fun Pairs", "FunPass", "Fun Points", "Fun Rewards", "Fun Ship", "Fun Ship Films" and design, "Fun Ship Freddy", "Funship Island", "Fun Ship Points", "Fun Ship Weddings", "the Fun Ships", "FunShipPay", "the Fun Shops of Carnival", "Funville", "GoCCL.com", "H2Ocean", "Magical Flying Beach Chair", "Master's of Memories", "Ocean Pals", "Ocean Players Club" and design, "PH.D. in Fun", "PH.D. of Awesome", "The Players Quarterly", "Preferred Awards", "Sail & Sign", "SeaNotes", the Ship Funnel design, the side and three-quarter view Ship Funnel Designs, "Spa Carnival", "Today's Carnival", "Total Choice Dining", "Vacation Interchange Privileges" and design, "VIP Vacation Interchange Privileges" and design, "World's Leading Cruise Lines", "The World's Most Popular Cruise Line", "Your Choice Dining", "Your Kind of Fun", "Your Time Dining", "Carnival LIVE" and any and all Carnival trademarks and Carnival imagery used in Carnival's web sites and in e-brochures and other Carnival print material from time to time, Carnival's other copyrighted content and other Carnival trademarks, service marks, logos or copyrighted material.

1.1. You may only use that part of Carnival's Property that we have approved for your use during the term of this Agreement and for the sole purpose of promoting and selling the Holidays in the Territory. This permission is subject to this clause 1 and to our right to revoke such approval at any time at our absolute discretion.

1.2. All right, title and interest in and to Carnival's Property and the associated goodwill, including any that may attach in the future as a result of your use of Carnival's Property, is and will continue to be owned by Carnival and/or one of its or affiliates. You recognise that ownership and agree never to contest it or the validity of the trade mark applications or registrations filed or obtained by Carnival or its affiliates. You must not act in any way which might, in our or Carnival's sole discretion, impair, infringe or dilute any part of Carnival's right and title in Carnival's Property or its right to use Carnival's Property. Any consent given by us may be withdrawn in our sole discretion at any time.

- 1.3. You agree that you will make only proper usage of Carnival's Property and will include the appropriate indication "TM" or ® at all appropriate times.
- 1.4. All representations of Carnival Property that you intend to use shall be submitted to us for approval, in our sole discretion, before use.
- 1.5. You are not authorised to use any of Carnival's Property or any mark resembling any of Carnival's Property as part of your corporate, business or trade names, nor in advertising, marketing, promotions or public relations, nor to give the appearance of identifying its own businesses and programs, nor elsewhere without first obtaining our prior written approval, unless such advertisement or other material is provided by us to you for an express purpose, and in that case Carnival's Property shall only be used in the exact form we provide.
- 1.6. You must not represent or give the impression that you have any ownership rights in Carnival's Property, including by virtue of domain name registration, or that you are affiliated or sponsored by us (other than as may be expressly set forth in this Policy or the Travel Agency Agreement), and you acknowledge by any use thereof that such use shall not create in your favour any right title or interest in or to Carnival's Property, including any goodwill deriving from Carnival's Property, nor prevent Carnival from using and/or registering Carnival's Property for goods and services in which Carnival has any current or potential interest. All use of Carnival's Property by you shall inure to the sole benefit of Carnival.
- 1.7. You are not permitted to register Carnival's Property, nor any names, tag lines, slogans, trademarks, logos, designs, domain names, imagery or other copyrighted material substantially similar to Carnival's Property. You hereby waive any rights that you may acquire by virtue of your use of Carnival's Property and in any trademarks, names, slogans, domain names and imagery confusingly similar thereto.
- 1.8. You agree that you are not permitted to list in any telephone or other directory under the heading "Carnival" or "Carnival Cruise Lines" or anything substantially similar thereto without first obtaining our prior written approval.
- 1.9. You may not use Carnival's Property in any manner that would appear to identify programs developed by you, particularly discount programs and "specials" that we have not expressly authorised, offered, promoted or endorsed.
- 1.10. You may not use Carnival's Property directly adjacent to or in combination with any word not expressly authorised by Carnival, particularly your corporate and business names.
- 1.11. You may not under any circumstances offer or distribute to any other travel agency, Carnival's products, inventory, pricing or any of Carnival's Property via the internet or other distribution system (including any GDS system) without our prior written consent. This restriction includes, without limitation, any link or connectivity established by a third party with or through any of your web sites or GDS system which provides any other travel agency access to Carnival products, pricing or inventory. If you breach this clause, without limitation to any other remedies that we shall have under this Policy or the Travel Agency Agreement or otherwise, we shall have a right to immediately terminate this Agreement at our absolute discretion and to require you to return to us any commissions paid by us to you in respect of such unauthorised bookings. In addition, we may set-off any commission due to you in respect of Applicable Bookings against any payments of commissions paid for such unauthorised bookings.
- 1.12. You will comply fully with the requirements regarding internet content, domain names and paid search and search optimisation set out in clause 2, 3, 4 & 5.
- 1.13. Upon the earlier of (a) our request and (b) termination of the Travel Agency Agreement, and at all times thereafter, you will immediately stop using Carnival's Property or any confusingly similar trade mark or trade name in every way, and will, as requested by us, either deliver to us all material provided to you on which Carnival's Property appears or destroy such material and certify in writing to us that you have returned or destroyed such materials and have not kept any copies of such materials.

2. Promotion, advertising and content

- 2.1. You will actively promote and sell our Holidays and promote our brand names in the Territory by carrying out directions and instructions we may give you from time to time, as well as in accordance with any business development plan that we agree in the Travel Agency Agreement.
- 2.2. We will supply to you at our expense with such number of brochures as you shall from time to time reasonably request. You may not copy, amend, adapt or use promotional material for any purpose without our prior written consent.
- 2.3. We will inform you as soon as possible of any material changes to our brochures or other promotional material and will provide you with new editions of brochures if applicable.
- 2.4. You will display at least one of each of our current brochures in a predetermined number of your outlet premises and comply with any detailed brochure racking requirements that we may require. If your outlet premises are too small to accommodate brochure displays, we may agree instead that you display our promotional leaflets.
- 2.5. The display of any other promotional material we may occasionally send you will be at your discretion.
- 2.6. We will only agree to meet the cost of marketing activity if you have our written consent (after the marketing plan has been reviewed) in advance of incurring the expenses.

2.7. From time to time we may agree with you that you will promote the Holidays to contacts that are included on a database or mailing list belonging to and/or controlled by you. If we do this you will indemnify us in respect of any liability we incur as a result of the breach by you of the warranty given in clause 7.2.

2.8. You must not promote Holidays in countries or territories other than the Territory, whether by website, newspapers, magazines, other media, direct or email mailings or any other forms of promotion without prior written consent from Carnival Cruise Lines.

2.9. All use of Carnival's Property must be for the specific purpose of marketing and selling the Holidays in accordance with this Policy and the Travel Agency Agreement, unless you have received express prior written approval from us for a different purpose.

2.10. All promotions of Holidays by you must be done in compliance with all applicable laws and regulations and shall include information identifying your company (including name, address and telephone number). We reserve the right to require you to cease any promotional activity involving the Holidays which we, in our sole discretion, determine may impair or damage our or Carnival's reputation.

2.11. Approved advertisements of Holidays must include the current Carnival logo which is available for download on the Carnival website – www.GoCCL.co.uk/BrandCentre.

2.12. Trade mark symbols either "TM" or ® must appear with the ship name, brand name or other Carnival logo at the first mention in the copy and in the first most prominent position in the advertisement. You agree to check the Carnival website – www.GoCCL.co.uk/BrandCentre for the current list of Carnival's Property on a regular basis, as content is updated periodically.

2.13. Where ships are mentioned in an advertisement, the particular ship's registry must also be indicated. If a specific ship is not mentioned in an advertisement, then registries encompassing all Carnival ships must be indicated.

2.14. Carnival's Property may not be used in any competitions or prize draws without our prior written consent.

3. Internet content and advertising requirements

3.1. Each web page in any website owned by the Travel Agency ("**Agency Website**") must clearly indicate that you are the website operator, with the name of the agency prominently displayed. If you develop a website for a third party's private use, the third party website user must be identified in the website consistent with the foregoing requirements. You must not state, whether implied or express, that the Agency Website is an official Carnival website, that you or the party for whom you have developed the Agency Website is an official Carnival agency or that we or Carnival is associated with or has endorsed you or the Agency Website.

3.2. You may only download or copy such Carnival Property, including content contained on Carnival's website or material otherwise provided by Carnival expressly for the purpose of download or copying to the Agency's Website ("**Carnival Content**"), as we agree for the express purpose of marketing Holidays in accordance with this Policy and your Travel Agency Agreement and may not, whether manually or with an automated tool, download or copy any of Carnival's Property for any other purpose.

3.3. Our consent to you use Carnival Content under clause 3.2 above is expressly limited to those uses and activities that are directly related to the promotion by you of Holidays and does extend to any other use or activity without our prior written consent. Furthermore our consent is granted on the following conditions:

3.3.1. you may not alter Carnival Content in any way except as may be specifically directed by us in writing;

3.3.2. you may not use Carnival Content in any manner which implies that we have sponsored or endorsed your agency or your business, product or activities;

3.3.3. you may not use Carnival Content in any manner which we determine undermines or disparages Carnival, our services and products, or in connection with the products and services of a competitor of us.

3.4. You must use any Carnival Content in accordance with applicable national, foreign or local laws, statutes, rules and regulations and must not violate the rights of any third party.

3.5. The consent to use Carnival Content may be revoked by us at any time, with or without cause and with or without prior notice. On revocation, you agree to cease any activity being conducted by you in reliance upon this Policy and any Travel Agency Agreement.

3.6. We or Carnival may require you to remove Carnival Content from use in the Agency Website at any time.

3.7. You must use the appropriate trademark notice symbol "TM" or ® adjacent to the trademarks at all reasonable times.

3.8. Our or Carnival failure to exercise any of its rights under this clause or otherwise in connection with the Agency's Website shall not be construed to be a waiver of such rights.

3.9. The consents granted are not assignable.

3.10. The consents granted under this Policy specifically exclude:

3.10.1. any photographs taken by parties other than Carnival, as noted near or below such photos;

3.10.2. any and all photographs and text that shows or names Carnival employees or other individuals.

3.11. By using the Carnival Content, you acknowledge that it 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 we or Carnival be liable for your use of the content or for any error, failure, defect or delay in your ability to access or use the Carnival Content, including but not limited to, any direct, incidental, indirect or consequential damages resulting from the same, even if we or Carnival have been informed of the possibility of such damages. In no event shall our or Carnival’s liability to you for use of the content exceed the amounts, if any, you have paid to access the Carnival download website.

4. Domain names, subdomains and URLs

4.1. You may not use Carnival’s Property or any substantially similar variation of Carnival’s Property including, but not limited to, variations of Carnival’s Property where several characters or symbols are reversed, replaced or inserted (“Typos”) in any part of a domain name, URL path or subdomain, without the express prior written consent of the Managing Director of Carnival Cruise Lines, UK & Ireland.

4.2. If you own or control a domain name in any “Top Level Domain” or jurisdiction that contains Carnival’s Property, anything substantially similar to Carnival’s Property or Typos, you agree to assign all right, title and interest in the domain name to Carnival immediately, upon request by us, take whatever steps are necessary to transfer the domain name, or allow the domain name to be transferred as relevant, to Carnival or other entity that Carnival designates at a domain name registrar designated by Carnival. You shall be responsible for all costs and expenses, including legal fees incurred by Carnival in enforcing the requirements of this provision. Upon our request, you must, within 7 days produce a list of all domain names, subdomains and URLs under your direct or indirect control, which contains Carnival’s Property, anything substantially similar to Carnival’s Property or Typos.

5. Paid search and search optimisation

5.1. If you participate in paid search advertising (e.g. sponsored listings or “pay-per-click” advertising) or any other forms of online targeted advertising with companies offering search engines (e.g. Google, Yahoo), travel search sites (e.g. TripAdvisor), comparison sites (e.g. NexTag or Sidestep) or other third party operated web sites (any such advertising being hereinafter defined as a “Paid Search”):

5.1.1. you must not bid on keyword terms containing Carnival Property, whether alone or in conjunction with other terms without prior written consent from Carnival Cruise Lines;

5.1.2. when purchasing generic cruise-related keywords such as “cruise” or “ship” or when purchasing destination and port keywords (e.g. Europe, Caribbean, Alaska) on broad match keyword term programs, you must ensure that your ads do not appear for consumer searches which include Carnival’s Property or Typos in combination with generic keywords (this is inclusive of all campaigns such as geo-targeting and day-parting and inclusive of all devices). Accordingly, to comply with this clause, you must list the following elements of Carnival’s Property as negative keywords at the level in search engines that encompasses negative matching for all campaigns (note that exact negative setting is not sufficient): “CCL”, “Carnival”, “Carnival Cruise Lines” and such other keywords listed on Carnival Website. For the avoidance of doubt, it would be a breach of this clause if a consumer search using a keyword phrase such as “CCL Alaska cruises” triggers your ad to appear if “Alaska cruises” was originally bid by you without the negative keyword of “CCL” in quotes;

5.1.3. you may not include CCL’s Property or anything substantially similar to Carnival’s Property or Typos in any hyperlink that you cause to be displayed as a result of a Paid Search;

5.1.4. you may only use Carnival’s Property or Typos in the ad text of an advertisement triggered by a Paid Search if (a) Carnival’s Property is not included in the search terms you have purchased; (b) the advertisement links to a landing page that is operated by you in compliance with this Agreement and which does not violate any law, regulation or rights of any other party; and (c) the landing page, other than any search or site navigation feature, is dedicated exclusively to the marketing of Holidays and does not have any references or links to other holidays, including, without limitation, other cruise lines.

5.2. If you own or operate a website either directly or indirectly that advertises Carnival cruises:

5.2.1. you must not present your site as an “official Carnival website” or otherwise suggest that your site is sponsored or endorsed by Carnival whether by means of keywords anywhere in the meta data or title tags or otherwise;

5.2.2. you must not use repetition of Carnival’s Property or anything substantially similar to Carnival’s Property or typos as keywords within meta data or site content for the purpose of skewing search result (known as keyword stuffing);

5.2.3. you may not present one type of page content to the search engines to achieve rankings on a Carnival Cruise Lines related search, but redirect users to another page that contains different or unrelated content or content that does not comply with this Policy;

5.2.4. you must not place text in your website that contains Carnival’s Property or typos on a page that is the same colour as the background or otherwise hide text containing Carnival’s Property, anything substantially similar to Carnival’s Property or typos including by using Carnival’s Property or typos as alternative text for images or in the <alt> html tag, causing it to be hidden from the viewer, but not from search engine spiders.

5.3. For the avoidance of doubt, the provisions in clause 5.2 applies to any profile, account, page, or post on a social networking website (including by example, but not limited to Facebook, MySpace, Twitter, LinkedIn Tumblr, Pinterest, Instagram etc.) blogging website including by example, but not limited to Blogspot.com, Wordpress.com, etc.), Video Website (including by example, but not limited to YouTube etc.) or any other website operated by a third party, directly or indirectly controlled by posted by you (“Social Media Website”).

5.4. You may not use or download to a user’s computer any spyware, adware, malware or similar tool or toolbars or other navigational elements that integrate with or frame the Carnival Website and are designed to divert traffic from the Carnival Website to competitive websites.

5.5. You may not screenscape (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 page from a Carnival website or database connected thereto.

5.6. Without prejudice to any other remedy available to us or to Carnival under this Policy or in law once we or Carnival has notified you that you have breached any of the requirements in this clause 5.6, you must take the following steps:

5.6.1. For a breach of the Paid Search requirements, you must disable non-conforming links, ads or web page or make changes to each link, ad text, ad title or web page as directed by us;

5.6.2. For breaches of domain names, subdomains and URL requirements except in the case of domain names which are addressed above, you must disable any non-conforming subdomains or URLs as directed by us;

5.6.3. For breaches of Social Media Website requirements, you must, at our discretion, disable or transfer exclusive control to us or any non-conforming username, account name, profile name, page name, or similar and disable any page, post application or advertising on any Social Media Website if allowed by the operator of the website.

5.7. If you breach the above requirements for a second time, or you fail to remedy a previous breach notified to you, we reserve the right to temporarily suspend or permanently revoke (a) your authorisation to book or sell Holidays and/or (b) payment of commissions for Holidays that are made during the period that the breach has not been remedied.

6. Sales and Payment Policies and Procedures

6.1. Payments. Travel Agency must book directly with Carnival using its own individual Travel Agency identifier (agency profile number(s), pseudo city or similar unique identification). Bookings/reservations may be made through Carnival a variety of offline and online channels or through any other distribution channel approved by Carnival. Distribution channels approved by Carnival are subject to change. Travel Agency may not fraudulently create or modify records.

Payment may be made by Carnival-approved debit/credit cards, BACs & CHAPs wire transfer, or via ABTA Travel Agency approved method of the Single Payment Scheme (SPS.-) SPS is not an acceptable method for bookings made within 7 days of the cruise departure date. All payments must be made by Travel Agency so as to be received by Carnival in accordance with the due dates set out in the Carnival Booking Conditions. If applicable to the Travel Agency, **payments may also be made as outlined in Appendix 1 attached herein.**

SPS. An ABTA Travel Agency that wants to opt into the SPS scheme may be set-up as follows: Notify ABTA via email callen@abta.co.uk and copy amound@abta.co.uk requesting they add Carnival Corporation, trading as Carnival Cruise Lines (Y5878) to your list of chosen operators. Alert Carnival via email at agencyprofilechangesUK@carnival.com.

Debit/Credit Cards. Payments by debit/credit card should be for the gross purchase price. A 1.5% handling fee applies to all credit card transactions (from 13 January 2018, no handling fees must be applied to the customer’s payment) and there is no fee for debit card transactions. When a booking paid with a credit/debit card requires a refund, it must be issued back to the same card account it was initially charged on and the refund cannot exceed the amount that was charged on the card. Carnival accepts the following debit/credit cards: MasterCard, Visa, American Express, Discover, Diner’s Club.

BACs & CHAPs bank wire. Approved Carnival bank accounts to wire payments are found on www.GoCCL.co.uk under the ‘Forms & Policies’ section. For BACs/CHAPs payment remittance notifications, please send via email to: DL-Cash Apps@carnival.com and a copy to ISpecialAccounts@carnival.com. Email details must include: reservation/booking number, ship name, sail date, cabin number, guests first/surname.

Any amounts collected by Carnival above the net amount due for the reservation (gross purchase price less Travel Agency commission) will be sent to Travel Agency in the form of a check or electronic deposit (less applicable third party processing fees).

Carnival is currently partnered with Bottomline Technologies - PayModeX procedures to refund/transfer monies when payment is received via BACS or CHAPS. Refunds will be in the booking currency. The first payment received via Bottomline is required to be by cheque or international draft which will result in a \$2.00 USD, or its equivalent in GBP or Euros, paper processing fee (fee applied to the travel agency). This occurs so that Bottomline can capture the accurate address information for future transactions. Travel Agencies are encouraged to enrol as soon as possible after receiving the first payment, in order to receive payments via direct deposit and to avoid possible future processing fees and delays. The enrolment process can take Bottomline up to 6 days to process the travel agency request. Travel agents should contact Bottomline Technologies - PayMode X directly to be set-up for this service. Email: customer_service@paymode.com / Website: www.paymode-x.com.

If Carnival believes, in its sole discretion, that Travel Agency's operations jeopardise its ability to fulfil its obligations to its customers or to Carnival, Carnival reserves the right to: (i) put such Travel Agency on a payment-type restriction, including but not limited, to 'credit card-only' and cashier's wire only; (ii) suspend bookings by such Travel Agency unless and until it can provide adequate assurances to Carnival to the contrary; (iii) withhold any and all commissions or marketing support (including without limitation reimbursement or funding for marketing campaigns) owed to Travel Agency to satisfy its obligations to Carnival; (iv) transfer affected booking(s), at booked guest's documented request, to be serviced by a different Travel Agency or Carnival directly; (v) terminate the underlying Travel Agency Agreement; (vi) charge interest on any outstanding payments due to Carnival at the rate set for the purposes of the Late Payment Commercial Debt (Interest) Act 1998, (viii) contact ABTA/SPS/TTA (Travel Trust Association) directly to collect payment if payment is not due to us by the due date. In the event a booked guest makes a request pursuant to the above, commission for the booking be paid to the new servicing Travel Agency and, if already paid, deducted from commissions payable to the original Travel Agency.

Travel Agency must adhere to the applicable debit/credit card company's then-existing procedures for credit card transactions and collect proper authorisations from clients for all debit/credit card charges. In the event of a fraudulent or unauthorised credit card transaction for a cruise product booked through Travel Agency, such Travel Agency shall use commercially reasonable efforts to assist Carnival in resolving any related dispute between Carnival and the affected client, as well as the applicable credit card company. Travel Agency shall be responsible for payment of any amounts related thereto if such fraudulent or unauthorised transaction resulted from such Travel Agency's negligence or intentional misconduct. Notwithstanding the foregoing, Travel Agency shall have no liability to Carnival for debit/credit card chargebacks provided Travel Agency complies with all of the following: (1) it correctly transmits the credit card information to Carnival, (2) it responds to all dispute inquiries, within the timeline established by Carnival, with all information gathered for debit/credit card transaction including but not limited to: an imprint of the debit/credit card and the cardholder's faxed or original signature on a document authorising the specific charge in dispute, (3) it does not know (acting reasonably) that the debit/credit card is being used in an unauthorised or fraudulent manner, and (4) it does not make any misrepresentations or false statements or omit any material facts in the underlying sale that is the basis for the chargeback. Travel Agency will comply with the Payment Services Regulations 2017 (with effect from 13 January 2018) with regard to payments taken from customers.

In the event a guest is entitled to a refund, Carnival is only responsible for refunding that portion of the amount paid by the client which was paid to and retained by Carnival, as determined for these purposes after first deducting all applicable amendment/administration/cancellation fees. Travel Agency is responsible for refunding all additional amounts received from its client (excluding any amounts Travel Agency generally retains or charges to its clients upon a refund (such as non-refundable booking fees and/or amendment/administration/cancellation fees), as well as any commission previously paid by Carnival or discount received from Carnival. However, if Carnival cancels a cruise and, in its sole discretion, decides to protect Travel Agencies' commission for such cruise, Travel Agency will not be responsible for refunding the commission to the client unless Carnival returns such amount to such Travel Agency as part of the refund amount payable by Travel Agency to the client. If the refund of a booking fee imposed by Travel Agency is required or being sought, such Travel Agency (and not Carnival) will be responsible for the same.

Travel Agency may collect from the customer a booking payment of less than the deposit only if Travel Agency has Carnival's prior written permission to do this, in which case Travel Agency are liable to pay to Carnival the balance of the deposit even if Travel Agency cannot collect it from the customer.

6.2. Wholesaling. Wholesaling of Carnival products is strictly prohibited without the express prior written consent of Carnival. For purposes of this Policy, "wholesaling" means (i) the sale of Carnival products by Travel Agency to another retail Travel Agency for the purpose of resale to consumers or (ii) the sale of Carnival products by Travel Agency directly to a consumer on behalf of another retail Travel Agency. For purposes of this Policy, a retail Travel Agency is an entity meeting one or more of the following criteria:

- 6.2.1. Any Travel Agency with ABTA, TTA and/or ATOL authorisation that conducts published business hours.
- 6.2.2. A retail business conducting published business hours in a location accessible to the public that is clearly identified as, and held out to the public to be, an office engaged in the sale of travel.
- 6.2.3. A business conducting published business hours that is located within an organisation and is clearly identified as, and held out to the members of the organisation to be, an office engaged in the sale of travel.
- 6.2.4. A business with office space (not in the home) in a location not accessible to the general public, provided the business is engaged in the sale of travel to the public, has two or more employees and is clearly identifiable as a travel seller by an advertisement or listing in the telephone or equivalent directory under the business name.

6.3. Retro Dilution. Carnival prohibits the "Retro Dilution" of its products. For purposes of this Policy, Retro Dilution occurs in situations where Carnival lowers prices on a sailing after Travel Agency has booked a client at a higher price, and thereafter (i) Travel Agency cancels the existing booking and then books the client again at the lower rate or (ii) modifies an existing booking in any manner and through any channel which results in an already-booked price being lowered other than, in either case, by contacting a member of the Carnival Reservations staff and the Carnival staff member agreeing to (1) reduce the price on an existing booking or (2) create a new booking at the lower rate. If Travel Agency commits or permits any act of Retro Dilution, Carnival may, in its sole discretion, take one or both of the following actions: (a) deduct the amount(s) of Retro Dilution from any current or future commissions due such Travel Agency under the underlying Travel Agency Agreement and (b) terminate the underlying Travel Agency Agreement.

6.4. Pricing Accuracy. Carnival attempts to ensure the accuracy of the pricing reflected in its system and the systems of approved distribution channels. However, in the event of a pricing error or omission due to an electronic error, typographical error, human error or any other error causing the pricing listed, quoted or advertised in an amount not intended by Carnival, Carnival reserves the right to cancel or adjust the pricing of any reservation that is impacted by the error. In the event Carnival 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, but in no event shall Carnival be obligated to honour any such booking resulting from the error or otherwise be liable in such circumstances.

6.5. Cabin Occupancy Requirements. Carnival may require that cabins with the capacity to accommodate 3 or more guests be fully occupied. Carnival reserves the right to move guests to a comparable cabin with the appropriate number of berths if Travel Agency either (i) books a cabin with fewer than the maximum number of guests the cabin can accommodate; or (ii) a guest cancellation occurs and the remaining number of guests do not match the maximum number of guests the cabin can accommodate.

6.6. Onboard. Travel Agency agrees that if Travel Agency, Travel Agency's representative and/or employee (collectively "Agent") is onboard a Carnival vessel, such Agent may not use any hospitality or sales desk, other vessel facilities, or any Carnival guest event or meeting to market future cruises to guests not currently booked by Agent while onboard the vessel, including, but not limited to, the distribution of marketing materials or other promotional items.

6.7. Non-Commissionable Net Rates. Net rate approved packages & programs must be submitted, together with a proposed sales and marketing plan, by email to Carnivalsalesuk@carnival.com for approval in advance of placement. Carnival cruises can only be offered at net rates in conjunction with one or more of the following travel packages or programs as outlined here, but not limited to, hotel, transportation (airfare, motor coach, train, etc.) and/or tour. Travel Agency must adhere to the Terms & Conditions set forth in clause 6.7.1 below when the net program's rate code is actively available for use:

6.7.1. Net Program Rate Code Terms & Conditions. Rates are capacity controlled and are not combinable with any other discount or promotional offer. Category restrictions and exclusions apply. Rates are for new bookings only. Rates are net of commission and cannot be sold or advertised on their own. Rates and margins may vary by ship and sail date based on availability and demand. Stateroom selection is available however minimum purchase of category 4A is required. Upgrades to higher categories are available at an additional cost. Changes are not allowed after bookings have been made. Standard cancellation penalties apply. Documents and booking confirmations to print "as agreed". Carnival reserves the right to withdraw and/or change offer at any time without prior notice. Offer is not available on Carnival Australia sailings. Ships' Registry: The Bahamas, Panama & Malta.

7. Legal Compliance

7.1. Anti-Corruption laws. You represent, warrant, and covenant that you have complied and will comply with all applicable laws of England and any other relevant jurisdictions including Republic of Ireland in connection with the performance of this Agreement. Without limiting the generality of the foregoing, you represent, warrant, and covenant that you have not and will not take any action that would cause us, our personnel, or anyone acting on our behalf to violate or be subjected to penalties under the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries and you will otherwise comply with the Carnival Corporation & plc Business Partner Code of Conduct & Ethics (see clause 7.3 below).

At all times while your Travel Agency Agreement is in effect and for at least two (2) years following its expiration or termination, you shall keep and maintain books, records and accounts in reasonable detail to accurately, completely and fairly reflect your activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with your performance of the Travel Agency Agreement. We or our designee shall have the right at all reasonable times during business hours to inspect and copy such accounts, books and records which are in any way related to the Travel Agency Agreement or this Policy. You shall provide to us or our designee any information reasonably required to (a) understand the materials contained in any such books, records and accounts; (b) trace any payments or expenditures in any way related to our business; and (c) ensure that you have complied fully with the terms of the Travel Agency Agreement, this Policy and with the Bribery Act 2010, the FCPA, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries, and other applicable laws and regulations.

We shall have the right to terminate the Travel Agency Agreement immediately upon written notice to you in the event we develop a good faith belief that you have breached any of the obligations, representations, and warranties in this clause. In the event we learn of information raising a reasonable possibility of such a breach, we shall be entitled to suspend performance of our obligations, including any payment obligations, for a reasonable period in order to investigate such a possible breach.

If a breach is caused by or linked to payments by you or any individual or entity acting on your behalf to a foreign official, as defined by the Bribery Act 2010, any obligations of payment by us to you shall be immediately extinguished and we shall have the right to demand return of all funds paid to you by us, except to the extent you can provide reasonable assurances that all or some portion of the funds were not used to make a payment to a foreign official.

7.2. Data Protection/Privacy. You will comply at all times with all applicable requirements of the Data Protection Act 1998 (and any legislation that supercedes that Act) and (from 25 May 2018) the General Data Protection Regulation (EU 2016/679) ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and any and all further amendments to such Regulations, together with all applicable codes of practice and/or guidance issued by or with the approval of the UK Information Commissioner or any trade association or body of which you are a member and all other applicable laws and regulations from time to time in force relating to data protection, privacy and the processing of personal data, including any new laws that may be enacted as a result of the United Kingdom's withdrawal from the European Union (together the "**Data Protection Laws**"). Personal data in this agreement shall have the meaning given in the Data Protection Laws. You will comply at all times with all requirements of the Data Protection Laws and with the terms contained in the Schedule 1 to this Policy which is incorporated herein. Further, as a requirement of (and in function of) the transfer of data to Carnival by the Travel Agency pursuant to the Travel Agency Agreement and Schedule 1 of this Policy, Travel Agency shall abide by the EU Standard Contractual Clauses contained in Schedule 2 of this Policy. In the event of any conflict between the clauses in

Schedules 1 and 2, this Policy or the Travel Agency Agreement as regards data protection, the clauses in Schedule 2 shall take precedence to the extent of any conflict only.

Before making a booking you must advise the client about Carnival's use of their personal data as set out in the Carnival Booking Conditions and the Carnival Privacy Policy (copies of which are available on www.carnival.co.uk). Furthermore, you undertake to ensure that all Personal Data (as defined under the Data Protection Laws) provided to us is transferred to us in accordance with a valid, legal basis for processing, pursuant to the Data Protection Laws and that it is accurate, true and complete. You undertake to notify us and correct any incorrect, untrue or incomplete Personal Data promptly and in accordance with the Data Protection Laws.

7.3. Business Partner Code of Conduct & Ethics. Travel Agency acknowledges that Carnival has established a Business Partner Code of Conduct & Ethics that can be found at <http://phx.corporate-ir.net/phoenix.zhtml?c=140690&p=irol-govconduct> and Travel Agency will ensure compliance at all times with the Code and any updated Code published from time to time during the Term.

8. Pricing Policy

8.1. General Pricing Policy. This Pricing Policy applies to the offering for sale of Carnival products via any medium, including without limitation telephone, in-person, newspaper, direct mail, magazine, catalogues, flyers, TV, radio, e-mail, Internet, and/or Internet booking engine.

8.2. Pricing Language-Approved Rates. Where selling as our approved agent, Travel Agency will offer only "Approved Rates" and must always include the booking/reservations components (commissionable and non-commissionable items – including Cruise Taxes, Fees & Port Expenses (as defined in clause 8.5 below) in the rate shown or communicated. No reference may be made to NCF's or "port charges" (or anything similar thereto) in Travel Agency's advertising, communications or pricing statements. All rates other than Approved Rates require the express written authorisation of Carnival before being offered in any media. The term "Approved Rates" shall mean:

8.2.1. The lowest rate provided by Carnival that is available to the general public; and

8.2.2. Rates provided to Travel Agency for short-term promotions that have been expressly authorised by Carnival for use in advertising and elsewhere; and

8.2.3. Rates provided by Carnival that are restricted to select guests that meet specified criteria; and

8.2.4. Rates for bookings through Carnival's Group Reservation department ("Group Rates") when offered by Travel Agency solely to a closed audience and not in any media available to the general public.

8.3. Approved Currencies. Carnival prohibits the use of currency converters by Travel Agency whether marketing or position on travel patterned. Travel Agencies in the UK territory must market, quote and transact in GBP only; Travel Agencies residing in the Republic of Ireland territory opt into EUR in addition to GBP.

8.4. Rates: Groups. Group Rates may not be offered on an Internet site or Internet booking engine, even if such Internet site requires users to register and use a password for access, or employs other restrictive devices, unless (a) access to view the rate is restricted to a closed audience who reaches the Internet site or Internet booking engine through a link embedded in a targeted email or through use of a specific promotional code that is provided only to the closed target audience and (b) it is not otherwise viewable to the general public in any way. Carnival reserves the right to determine, in its sole discretion, what does and does not constitute a closed audience.

8.5. Cruise Taxes, Fees and Port Expenses. "Cruise Taxes, Fees and Port Expenses" includes any and all fees, charges, tolls and taxes imposed on Carnival by U.K, U.S. and/or foreign governmental or quasi-governmental authorities, as well third party fees and charges arising from a vessel's presence in a harbor or port. Cruise Taxes, Fees and Port Expenses may include, but is not limited to, U.K. or U.S. customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, Internal Revenue Service fees, as well as fees associated with navigation, berthing, stevedoring, baggage handling/storage and security services. Cruise Taxes, Fees, and Port Expenses may be assessed on a per Guest, per berth, per ton or per vessel basis. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Vessel.

8.6. Restricted Promotional Pricing. Travel Agency is responsible for ensuring compliance with the eligibility requirements of restricted promotional fares (for example Resident's and Senior's rates or similar promotions) for all reservations made with Carnival 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 Agency 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 Carnival (i) may at any time thereafter and in its sole discretion remove such Travel Agency'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 Agency under the applicable Travel Agency 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 Agency, Carnival will not take the action set forth in clauses (i) and (ii) above and will instead collect the fare difference directly from the guest.

9. Enforcement of General Advertising & Pricing Policy Requirements and Guidelines

In addition to any enforcements by, and available remedies of, Carnival as set forth in this Policy and the underlying Travel Agency Agreement or by law or in equity:

9.1. First Violation: Once Carnival has notified Travel Agency in writing, including by e-mail, facsimile or other written communication, that Travel Agency has violated any of the General Advertising or Pricing Policy Requirements and Guidelines hereunder, Travel agency must take the following steps to remedy the violation:

9.1.1. For violations in mediums including telephone, in-person, e-mail, and/or any other one-to-one communication medium, Travel Agency must take steps to prevent any further violations such as correcting call scripts, verbiage, agent training, etc. within five (5) business days of the date of notice by Carnival.

2. For violations in mediums including newspaper, direct mail, magazine, catalogues, flyers, TV, radio, Internet, Internet booking engine, and/or any other mass media, Travel Agency must stop producing/running/airing any noncompliant piece within five (5) business days of the date of notice by Carnival.

9.2. Subsequent Violations: Following a second violation by Travel Agency or Travel Agency's failure to remedy a previously identified violation, Carnival, in its sole discretion, reserves the right to: (a) reduce or eliminate the commission rate payable to such Travel Agency, (b) terminate the underlying Travel Agency Agreement, and/or (c) cease accepting reservations from such Travel Agency.

10. Enforcement of Internet Requirements and Guidelines

In addition to any enforcements by, and available remedies of, Carnival as set forth in this Policy and the underlying Travel Agency Agreement or by law or in equity:

10.1. First Violation: Once Carnival has notified Travel Agency in writing, including by e-mail, facsimile or other written communication, that Travel Agency has violated any of the Internet Requirements and Guidelines hereunder, Travel Agency must take the following steps to remedy the violation:

10.1.1. For violations of Domain Names, Subdomains, and URLs Requirements, except in the case of domain names, which are addressed in Section VI(B) above, Travel Agency must disable any non-conforming subdomains or URLs as directed by Carnival within fifteen (15) business days of the date of notice by Carnival.

10.1.2. For violations of Site Content and SEO Requirements, Travel Agency must make the web site changes directed by Carnival within fifteen (15) business days of the date of notice by Carnival.

10.1.3. For violations of the Paid Search Requirements, Travel Agency must disable non-conforming links, ads or web pages or make changes to each link, ad text, ad title or web page as directed by Carnival within five (5) business days of the date of notice by Carnival.

10.1.4. For Violations of Social Media Website Requirements, Travel Agency must, at Carnival's discretion, disable or transfer exclusive control to Carnival, of any non-conforming username, account name, profile name, screen name, or similar on any Social Media Website or display if allowed by the operator of such website within five (5) business days of the date of notice by Carnival.

10.2. Subsequent Violations. Following a second violation by Travel Agency or Travel Agency's failure to remedy a previously identified violation, Carnival reserves the right to temporarily suspend or permanently revoke (a) site authorisation to book or sell cruise accommodations and/or (b) payment of commissions for cruise bookings that are made during the period of an uncured violation. Further, Carnival reserves the right to take appropriate legal action against all parties who violate its intellectual property rights, this Policy and/or any Travel Agency Agreement.

11. Tours and excursions

Travel Agency acknowledges that some cruise tours, land tours, shore excursions and activities sold by Carnival are provided by third party contractors, are sold separately from the cruise and are not included in the cruise fare. Travel Agency shall ensure that guest is made aware that these do not form part of the cruise holiday contract with Carnival and that the terms and conditions of the supplier shall apply. Travel Agency shall generally draw guest's attention to the Carnival Booking Conditions regarding tours, excursions and activities.

12. Carnival Booking Conditions

All cruises are sold subject to the terms and conditions of the Carnival Booking Conditions, travel documents, and informative brochures. Carnival operates under a paperless system which provides passengers with access to their travel documents through the online check-in portal (accessible at <https://www.carnival.co.uk/bookedguest>). The online check-in portal provides passengers with on-demand access to their Carnival booking, and enables them to print boarding passes, the cruise ticket contract, luggage tags, itinerary, and other pre and post cruise travel arrangements ("e-docs"). Travel Agency shall promptly inform booked passengers of Carnival's paperless system and advise them how to access the online check-in portal for their e-docs, which include the Carnival Booking Conditions.

13. Cruise Conditions and Important Information

Travel Agency is responsible to familiarise itself with the information concerning Reservations, Tours, Cancellation Charges, Travel and Health Documentations as applicable for each booking, as well as the Carnival Booking Conditions. In the event of any conflict between the brochures, information on the websites and the Carnival Booking Conditions, the Carnival Booking Conditions shall govern all bookings made for any guest.

14. Passenger Services Act

Travel Agency agrees to comply with the U.S. Passenger Services Act which, among other things, does not permit a foreign flagged ship to transport guests between U.S. ports (i.e. embark in one U.S. port and permanently disembark in another) without a call to a distant foreign port. Travel Agency understands and agrees that combining two cruises on the same vessel that results in an embarkation and disembarkation in two different U.S. ports without an intervening stop at a distant foreign port is not permissible under the Act and accordingly Travel Agency will not make any bookings that would breach the Act. Travel Agency understands and acknowledges that fines are imposed by U.S. Customs and Border Protection for violations of this law. Travel Agency understands and acknowledges that if the result of a combined itinerary is that the guest will have embarked and disembarked in two different U.S. ports without an intervening stop at a distant port, a violation occurs regardless of whether the link code is placed on the booking. Travel Agency agrees that even if the guests disembark completely from the first voyage and then return to the pier to embark the second voyage, this is a prohibited voyage, unless the vessel calls at a distant foreign port. Travel Agency agrees to pay all fines and penalties imposed on Carnival for every violation by Travel Agency of the U.S. Passenger Services Act.

15. Communication with Booked Guests

Carnival reserves the right to communicate directly with all booked guests to: (i) provide the guest useful information about, and (ii) keep the guest engaged in, their future cruise experience. Travel Agency shall draw guests' attention to the privacy provisions in the Carnival Booking Conditions and the Carnival Privacy Policy (see www.carnival.co.uk) to which guests will be subject.

16. Consent

The consents given by Carnival in this Policy may be revoked by Carnival at any time, with or without cause and with or without prior notice. Furthermore, upon revocation, Travel Agency agrees to cease any activity being conducted by it in reliance upon such consent.

17. Right to Amend

Travel Agency agrees and understands Carnival reserves the right to amend this Policy at its sole discretion, and without notice.

18. Prevailing Agreement

To the extent any of the terms and conditions in this Policy are in conflict with the terms of Travel Agency's Travel Agency Agreement with Carnival, the terms of Travel Agency's current Travel Agency Agreement will prevail.

19. No Waiver

If Carnival fails to act with respect to your breach or anyone else's breach on any occasion, Carnival is not waiving its right to act with respect to future or similar breach.

Schedule 1

Data Protection Schedule

In the course of the performance of the Travel Agency Agreement Carnival and Travel Agency shall each collect, use, store, transfer or otherwise process Data (each in the capacity as a Data Controller (as defined in the Data Protection Laws)).

In order to comply with the provisions of Data Protection Laws and to ensure the protection of Data, the terms and conditions of this Schedule shall also apply in addition to the terms of the Travel Agency Agreement (and the Policy).

In this Schedule, unless the context otherwise requires:

“Data” means all personal data collected, generated, used, stored, transferred or otherwise processed by either party and which will be shared between us in connection with performance of the Travel Agency Agreement and which shall include:

- (a) full name of each customer in a booking;
- (b) address and contact details for each customer in a booking;
- (c) date of birth for each customer in a booking;
- (d) nationality of each customer in a booking;
- (e) official travel document details for each customer in a booking;
- (f) details of medical and mobility requirements for each customer in a booking;
- (g) next of kin details for each customer in a booking;
- (h) specific requirements for each customer in a booking; and
- (i) payment information.

“Losses” means all losses, costs, charges, expenses, liabilities, claims, actions, proceedings, fines, penalties, damages and adverse judgments.

1. Compliance with Data Protection Law

Travel Agency shall:

- a. comply fully with its obligations under the Data Protection Law;
- b. appoint a point of contact for data protection matters and provide Carnival with contact details for the same upon request;
- c. ensure that Travel Agency’s privacy notices are clear and provide sufficient information to customers for them to understand which of their Data shall be processed and/or shared with Carnival and/or its authorised sub-contractors in connection with customer’s booking and the purposes for the Data sharing and to enable a lawful transfer of the Data to Carnival;
- d. ensure that all Data that is shared with Carnival is collected, processed and transferred in accordance with the Data Protection Laws; and
- e. implement, maintain and at all times operate adequate and appropriate technical and organisational measures to (i) protect the security, confidentiality, integrity and availability of the Data, and (ii) protect against unauthorised or unlawful processing of the Data and against accidental loss, destruction or the making vulnerable of, or damage to, the Data.

2. Transfer of Data outside of the EEA

As Carnival is headquartered in the United States and has operations and entities in the United States and throughout the world, Data transferred to Carnival by Travel Agent will necessarily be transferred outside of the EEA. Travel Agency and Carnival shall enter into and strictly adhere by the Standard Contractual Clauses (cf. Commission Decision 2004/915 EC) in Schedule 2 to enable such Data transfer to take place. The parties agree that if one party is held liable for a breach of the Standard Contractual Clauses committed by the other party, the latter shall, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

3. Data processors

In the event that Travel Agency appoints a data processor in respect of any of Data processing activities then Travel Agency shall ensure that, prior to any processing of Data by the data processor, you enter into an agreement with the data processor on terms that comply with the requirements of Data Protection Laws. Travel Agency shall remain fully responsible for the acts, omissions and defaults of its data processor as if those were the acts, omissions and defaults of the Travel Agency.

4. Notification of a Data Incident

- a. If Travel Agency receives any complaint, notice, request (including any subject access request) or communication which relates directly or indirectly to the processing of the Data by Carnival, Travel Agency shall immediately notify Carnival in writing and shall provide full co-operation and assistance in relation to the same.
- b. If Travel Agency discovers or suspects:
 - i. any unauthorised or unlawful access, processing, use or destruction of any Data;
 - ii. any Data is disclosed or accessed in breach of the Data Protection Laws; or
 - iii. any loss, theft, damage, corruption or misappropriation by any means of any Data or media, materials, records, or information containing any Data; and/or
 - iv. any other security incident affecting the Data,

(each such incident, a **“Data Incident”**) then Travel Agency must notify Carnival’s Data Protection Officer at dpo@carnival.com in writing no later than 24 hours after discovery of the Data Incident and provide with that notification details of the nature of the Data Incident

including, the categories and approximate numbers of data subjects concerned and the categories and approximate number of personal data records concerned, the likely consequences of the Data Incident, and the measures taken or proposed to be taken to address the Data Incident including measures to mitigate possible adverse effects for data subjects.

- c. Travel Agency shall, where relevant, provide full cooperation, information and assistance to Carnival in relation to any Data Incident in accordance with the Data Protection Laws and Carnival's reasonable instructions.

5. Change in Law

In the event of any change in Data Protection Laws, Travel Agency shall take such steps (including agreeing to additional obligations or executing additional documents) as may be required by Carnival in order to ensure continued compliance with Data Protection Laws.

6. Indemnity

Travel Agency shall indemnify and keep Carnival indemnified against all Losses that Carnival may suffer, sustain or incur as a result of any breach by Travel Agency (or a processor on Travel Agency's behalf) of the provisions of this Schedule or any act, omission or default of any subcontractor which, had that act, omission or default been committed by Travel Agency, would constitute a breach of this Schedule.

Schedule 2

Standard clauses approved for the purposes of Directive 95/46/EC for the transfer of personal data to data controllers in third countries that do not ensure an adequate level of protection as set out in the Annex to Decision 2004/915 EC.

Between

Travel Agency defined in the TAA Cover Sheet
Travel Agency registered office address detailed in the TAA Cover Sheet
(hereinafter the data exporter)

and

CARNIVAL CORPORATION TRADING AS CARNIVAL CRUISE LINE
WHOSE REGISTERED OFFICE IS AT 3655 N.W. 87TH AVENUE, MIAMI, FLORIDA 33178-2428, USA
(hereinafter data importer)

each a **party**; together **the parties**.

1. DEFINITIONS

For the purposes of the clauses:

- (a) **personal data, special categories of data/sensitive data, process/processing, controller, processor, data subject and supervisory authority/authority** shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby **the authority** shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) **the data exporter** shall mean the controller who transfers the personal data;
- (c) **the data importer** shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) **clauses** shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in *Annex B*, which forms an integral part of the clauses.

2. OBLIGATIONS OF THE DATA EXPORTER

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under *Clause 3*, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

3. OBLIGATIONS OF THE DATA IMPORTER

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in *Annex B*, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of *Clause 1(e)*.

(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under *Clause 3* (which may include insurance coverage).


(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:

(i) the data protection laws of the country in which the data exporter is established, or

(ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or

(iii) the data processing principles set forth in *Annex A*.

Data importer to indicate which option it selects:	
(i)	The data protection laws of the country in which the data exporter is established.
Initials of data importer:	
	

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

4. LIABILITY AND THIRD PARTY RIGHTS

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses [Clause 1\(b\)](#), [Clause 1\(d\)](#), [Clause 1\(e\)](#), [Clause 2\(a\)](#), [Clause 2\(c\)](#), [Clause 2\(d\)](#), [Clause 2\(e\)](#), [Clause 2\(h\)](#), [Clause 2\(i\)](#), [Clause 3\(a\)](#), [Clause 5](#), [Clause 6\(d\)](#) and [Clause 7](#) against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

5. LAW APPLICABLE TO THE CLAUSES

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under [Clause 2\(h\)](#) which shall apply only if so selected by the data importer under that clause.

6. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE AUTHORITY

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

7. TERMINATION

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

(i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to [Clause 6\(a\)](#);

(ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent

event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by [Clause 6.1\(b\)\(i\)](#), [Clause 6.1\(b\)\(ii\)](#), or [Clause 6.1\(b\)\(iv\)](#) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if

(i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or

(ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under [Clause 6\(c\)](#)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

8. VARIATION OF THESE CLAUSES

The parties may not modify these clauses except to update any information in *Annex B*, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

9. DESCRIPTION OF THE TRANSFER

The details of the transfer and of the personal data are specified in *Annex B*. The parties agree that *Annex B* may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under [Clause 1\(e\)](#). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. *Annex B* may, in the alternative, be drafted to cover multiple transfers.

Dated: 25 May 2018

ANNEX A

DATA PROCESSING PRINCIPLES

- 1. Purpose limitation:** Personal data may be processed and subsequently used or further communicated only for purposes described in *Annex B* or subsequently authorised by the data subject.
 - 2. Data quality and proportionality:** Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
 - 3. Transparency:** Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
 - 4. Security and confidentiality:** Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
 - 5. Rights of access, rectification, deletion and objection:** As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
 - 6. Sensitive data:** The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under [Clause 2](#).
 - 7. Data used for marketing purposes:** Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
 - 8. Automated decisions:** For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a)** such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - (i)** (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
- or
- (b)** where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

Data subjects	
Customers of Travel Agency who make bookings for Carnival holidays	
The personal data transferred concern the following categories of data subjects:	
<ul style="list-style-type: none"> (a) (b) (c) (d) (e) (f) (g) (h) (i) 	<ul style="list-style-type: none"> full name of each customer in a booking; address and contact details for each customer in a booking; date of birth for each customer in a booking; nationality of each customer in a booking; official travel document details for each customer in a booking; details of medical and mobility requirements for each customer in a booking; next of kin details for each customer in a booking; specific requirements for each customer in a booking; and payment information.

Contact points for data protection enquiries:

Carnival Corporation (data importer): Data Protection Officer at dpo@carnival.com

Travel Agency (data exporter): Travel Agency to provide contact details of their data protection officer or privacy manager by email to Carnival Corporation.