

## **ROYAL ONE TERMS & CONDITIONS**

Royal ONE<sup>SM</sup> is the rewards program (the “**Rewards Program**”) offered and administered by Royal Caribbean Cruises Ltd. d/b/a Royal Caribbean Group (“**Company**”, “**we**”, “**us**”) in connection with its cruise line brands, Royal Caribbean®, Celebrity Cruises® and Silversea® (each a “**Cruise Line**” and collectively the “**Cruise Lines**”).

These terms and conditions (the “**Rewards Rules**”) govern the Rewards Program and the Company’s relationship with individuals enrolled in the Rewards Program (collectively “**Members**”, and individually, a “**Member**” or “**you**”), as well as third party programs such as co-branded credit card programs administered by a third-party financial institution (“**Partner Programs**”). Capitalized terms used but not defined in context are defined in Section 1.

By accessing or using your Member Account, earning or redeeming any Points for Rewards, and/or receiving or redeeming Rewards or other benefits of the Rewards Program, you agree:

- you have read and accept these Rewards Rules; and you have read and accept the [Website Terms of Use](#) which are incorporated by reference herein; and
- you consent to the collection, use, sharing, receiving and disclosure of your personal data among the Company, Cruise Lines and Partner Programs, and each of their respective subsidiaries, affiliates and agents in accordance with the [Company’s Privacy Policy](#).

**THESE REWARDS RULES CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES WITH THE COMPANY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN THE REWARDS PROGRAM.**

These Rewards Rules supersede all previous terms and conditions applicable to Royal ONE. Company reserves the right to change, amend, modify or supplement these Rewards Rules, the structure for redeeming Rewards, with or without notice, at any time and in its sole discretion even though such changes may affect the value of Rewards, or the ability to obtain certain benefits (collectively “**Rewards Rule Changes**”). Any Rewards Rule Changes will be effective immediately, unless otherwise stated by Company, and may be posted to [INSERT URL]. Members are responsible for remaining knowledgeable of the Rewards Rules and any Rewards Rule Changes. To the extent required by applicable law Company will provide you with 30 days’ notice (or longer if required by law) of Rewards Rules Changes that: (i) limit or reduce the ways in which you can use Rewards; (ii) reduce the value of Rewards; or; (iii) cancel a Rewards benefit.

Your continued participation in the Rewards Program, including your redemption of Points and/or Rewards constitutes acceptance of any such Rewards Rule Changes.

### **1. DEFINITIONS.**

1.1. “**Account**” or “**Member Account**” means your existing guest account with one or more of the Cruise Lines through which your Rewards Program membership, Points and Rewards are reflected and administered.

1.2. “**Balance**” means the Points available for redemption in your Account at a given time.

1.3. “**Credit Card Partner Program**” means a Partner Program that is a cobranded credit card program administered by a third-party financial institution.

1.4. “**Points**” means the points credited to your Account under the Rewards Program (including any transferred to the Company by Partner Programs) that may be redeemed for Rewards in accordance with these Rewards Rules.

1.5. **“Rewards”** means the redemption benefits available under the Rewards Program, including Cruise Discounts and Onboard Credits, as further described in Section 4.

1.6. **“Reward Booking”** means an eligible future cruise booking with a Cruise Line to which you apply a Reward in accordance with these Rewards Rules.

## 2. **MEMBERSHIP.**

2.1. **Membership Eligibility.** Membership in the Rewards Program is free and available to any natural person who satisfies the eligibility requirements set by Company from time to time. At a minimum, you must (a) be the age of majority in your jurisdiction of residence; (b) have the legal capacity to agree to these Rewards Rules; (c) provide valid and accurate information when enrolling; and (d) have or create a valid Member Account. Corporations, groups, and associations are not eligible to participate in the Rewards Program. Employees, officers, directors, agents and representatives of the Company and the Partner Programs are eligible.

2.2. **Enrollment.** You may enroll in the Rewards Program through one or more enrollment methods designated by Company from time to time. Individuals participating in a Credit Card Partner Program may be automatically enrolled in the Rewards Program.

2.3. **Enrollment Status.** Upon enrollment, your Rewards Program membership will be reflected in your Account. Points and Rewards are tracked and administered through your Account and no separate or standalone rewards account exists.

2.4. **Conditions of Enrollment.** You are responsible for reading and understanding the Rewards Rules, Account statements, and other communications about the Rewards Program. Membership is void where prohibited by law or your country of domicile. You must promptly notify the Company if you are not eligible to participate in the Rewards Program or if your Account has been credited with any Points, Rewards, or other benefit you did not earn or are not eligible to receive. Accounts are individual. No joint or shared Accounts are permitted even if you reside within the same household.

2.5. **Additional Information.** If you have any questions about the Rewards Program or these Rewards Rules, you may contact your corresponding Cruise Line call center: Royal Caribbean®: (888) 305-4626; Celebrity Cruises®: (800) 760-0654; Silversea®: (888) 978-4077.

## 3. **POINTS.**

3.1. **How to Earn.** You may earn Points through eligible activities. Additional ways to earn Points may be offered and may be subject to additional terms, which will be provided at the time of the offer and be considered part of these Rewards Rules.

3.1.a. **Partner Programs.** Certain Points may be earned through Partner Programs, subject to the applicable Partner Program rules, and in the case of a Credit Card Partner Program the applicable card program terms, each in addition to these Rewards Rules.

3.2. **Points Balance.** Points are credited to your Account when issued by the Company or transferred to Company by a Partner Program. Your available Balance can be viewed by logging into your Account and navigating to Royal ONE<sup>SM</sup>.

3.3. **Expiration and Forfeiture.** Points do not expire as long as your Account remains open and in good standing, except that Points transferred to Company from a Credit Card Partner Program must be redeemed within ninety (90) days after closure of the applicable credit card account. Company may suspend or terminate your participation in the Rewards Program, close your Account for Rewards Program purposes, and/or forfeit Points or Rewards if it determines you engaged in fraud, abuse, or conduct inconsistent with these Rewards Rules or applicable Partner Program terms, or if required by law.

#### 4. **REDEMPTION & REWARDS.**

4.1. **Generally.** You can redeem your Points for Rewards in connection with a Reward Booking.

4.1.a. Cruise Discounts. “**Cruise Discounts**” are dollars off the total price of your cruise purchase on an eligible future sailing on a Cruise Line ship. Points can be redeemed for Cruise Discounts at any time prior to Reward Booking departure so long as there is an outstanding balance due.

4.1.b. Onboard Credit. “**OBC**” is an onboard credit shown in USD to use onboard a cruise on a Cruise Line ship or for eligible pre-cruise purchases from Company in connection with a Reward Booking. OBCs expire if not used by 10:00PM EST on the final night of the Reward Booking. Points must be redeemed for OBC Rewards no later than seventy-two (72) hours prior to Reward Booking departure.

4.2. **Redemption Requirements.** To redeem Points for Rewards on a Reward Booking you must: (a) have an eligible future cruise booking on a Cruise Line; (b) be the primary guest on that booking; and (c) apply the Reward to that same booking on which you are the primary guest. Notwithstanding the foregoing, a Reward Booking does not include the following scenarios (each, a “**Charter**”): (1) a cruise booking arranged by an unrelated third party that sells the cruise booking to the guest and collects payment from the guest pursuant to the third party’s own terms and conditions of sale; or (2) passage on a cruise received from an unrelated third party that arranged the cruise program.

4.2.a. Credit Card Partner Program. In addition to the requirements in Section 4.2, if the Points being redeemed were earned through a Credit Card Partner Program, you must also be the primary cardholder of the applicable credit card at the time of redemption. When you request a Reward, Points will be deducted from your Balance. You may redeem Points for Rewards only if you have the requisite Balance. Redemptions start at 5,000 Points.

4.3. **How to Redeem.** You can redeem your Points for Rewards by logging into your Account through your Cruise Line website or available mobile app corresponding to your Cruise Line and navigating to Royal ONE<sup>SM</sup>. You can also call their corresponding contact centers listed in Section 2.5.

4.4. **Restrictions.** Only you, the Member, can redeem your Points for Rewards and any such redemption must be applied toward a Reward Booking in accordance with Section 4.2. Points and/or Rewards cannot be redeemed on your behalf by any other person or entity, including but not limited to by a travel agent, travel companion or family member. Rewards are provided only for personal, family or household use. Rewards cannot be applied toward past purchases or past orders and must be applied to future Reward Bookings. Unless required by law, Points and Rewards are not your property, have no cash value, cannot be redeemed for cash or its equivalent, are not purchasable, and are not transferrable, including but not limited to by operation of law, such as by inheritance, bankruptcy or divorce, except as expressly provided for in these Rewards Rules.

4.5. **Exclusions.** Unless the value of the Cruise Discount Reward is equal to or greater than the total cost of the Reward Booking, Rewards can only be applied to the cruise fare portion of the Reward Booking, and cannot be applied to any other costs including but not limited to non-refundable deposit amounts, admin fees, taxes and fees. Rewards cannot be applied toward gratuities and are not combinable with certain promotional fares and programs, including but not limited to travel agent rates, net rates, employee cruise requests, Seminar at Sea and other promotional fares and programs designated by Company from time to time.

4.6. **Booking Changes and Cancellations.**

4.6.a. General. Changes to a Reward Booking, including but not limited to cancellation, name changes, repricing and changes to ship and sail date, are subject to the Cruise Ticket Contract Cancellation and Payment Schedule and the Global Purchase Terms. Rewards and/or Benefits applied to any Reward Booking cancelled (or part of a cancelled Group shell)

prior to the sail date may be subject to a cancellation charge. Except as stated below, all Rewards are non-refundable once applied.

i. **OBCs.** Changes to a Reward Booking with OBCs are not treated as a cancellation for purposes of Section 4.6.a. If you cancel a Reward Booking more than 24 hours prior to departure, any OBC Reward will be refunded and Points redeemed on Reward will be returned to your Account and reflected in your Balance. If you cancel a Reward Booking 24 hours or less prior to departure, 100% of Points redeemed for OBC Rewards will be held in penalty. Notwithstanding the foregoing, a name change removing the Member from the Reward Booking will always be treated as a cancellation.

ii. **Cruise Discounts.** In the event the Cruise Discount Reward applied to the Reward Booking is greater than the cancellation charge, the remaining balance will be refunded after all cancellation charges have been assessed and Points redeemed on the Reward will be returned to your Account and reflected in your Balance. If a Rewards Booking includes OBCs and Cruise Discounts, Section i governs the OBC Reward portion and Section ii governs the Cruise Discount portion.

iii. **Exceptions.** If you cancel a Reward Booking part of a group that was rescheduled to a new ship and sail date, any Reward will be refunded and the full value of the Points redeemed on the Reward will be returned to your Account and reflected in your Balance.

## 5. **ADDITIONAL TERMS APPLICABLE TO THE REWARDS PROGRAM.**

5.1. **Monitoring Member Accounts.** The Company reserves the right to monitor Accounts, including but not limited to Points, Rewards and Balance, at any time and without notice, for compliance with these Rewards Rules and may review all Rewards and transaction history including, without limitation, requests for Benefits.

### 5.2. **Adjustments.**

5.2.a. **Missing Points or Rewards.** You may request credit for Points or Rewards that are not reflected in your Account by calling the corresponding Cruise Line contact center listed in Section 2.5.

5.2.b. **Correction of Rewards and/or Benefits.** At any time and in the Company's sole discretion (including, without limitation, in connection with a Partner Program, and/or where a Member was not eligible), the Company may correct (i) Points credited to your Account, (ii) the application of any Reward to a Reward Booking, and (iii) any other benefit credited to your Account. The Company also reserves the right, in its sole discretion, to prevent, cancel, or reconcile any transaction where the Company suspects there has been fraudulent activity connected with the transaction.

5.3. **Taxes.** Points, Rewards and/or other benefits may be subject to income or other taxes. You are responsible for paying all such taxes and for making all required disclosures. Company will not be liable for any tax liability, duty or other charges in connection with the issuance of Points, Rewards, and other Member benefits.

5.4. **Interpretation of Reward Rules.** All interpretations of these Rewards Rules are at the Company's sole discretion, and the Company's decisions will be final. In the event of any discrepancy between the English version and any translated version of these Rewards Rules, the English language version will govern.

5.5. **Limitation of Liability.** IN NO EVENT WILL ROYAL CARIBBEAN CRUISES LTD., ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND

AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE REWARDS PROGRAM, THESE REWARDS RULES, OR THE OPERATION OF THE REWARDS PROGRAM.

5.6. **Governing Law; Time Limits to Bring Suit; Arbitration; Class Action Waiver.** In this Section 4.7 only, inclusive of all subsections, references to “we” “us”, and “our” include Company and its past, present, and future parents, subsidiaries, affiliates and joint venturers, as well as our and each of those entities’ agents, employees, predecessors, successors, and assigns. In this Section 5.6 only, inclusive of all subsections, references to “you” and “your” includes Member, as well as your and each of those person’s assignees, heirs, trustees, agents, or other representatives.

5.6.a. TIME LIMITS TO PROVIDE NOTICE AND FILE A CLAIM.

NO CAUSE SHALL BE MAINTAINABLE AGAINST COMPANY UNLESS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE SUCH CAUSE AROSE OR BE FOREVER BARRED, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE, TERRITORY OR COUNTRY TO THE CONTRARY.

5.6.b. CLASS ACTION WAIVER.

YOU MAY BRING CLAIMS AGAINST COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LEGAL ACTION AGAINST COMPANY WHATSOEVER SHALL BE MAINTAINED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

5.6.c. MANDATORY ARBITRATION.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS IF THERE IS A DISPUTE.

Except as otherwise provided in the [Cruise Ticket Contract](#), any dispute or claim between you and us must be arbitrated. This agreement to arbitrate is intended to be broadly interpreted.

These Rewards Rules requires you and us to resolve most disputes in arbitration after first trying to resolve them between us. Arbitration is less formal than a lawsuit in court and uses a neutral arbitrator instead of a judge or jury. Discovery is more limited in arbitration than in a court proceeding. Arbitrators can award the same individualized remedies that a court can award. Their rulings are legally binding and subject to very limited review by courts. Arbitration will take place on an individual basis. Class and representative proceedings are not allowed, and you and we cannot seek, and arbitrators cannot award, relief on behalf of others.

BY AGREEING TO ARBITRATE, YOU AND WE EACH WAIVE THE RIGHT TO SUE IN COURT, TO TRIAL BY JURY, OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. This Section shall survive termination of the Rewards Rules or any other agreement between you and us.

i. *Pre-Arbitration Notice of Disputes and Informal Resolution.*

Before either you or we commence arbitration, the claimant must first send a written notice of dispute to the other (“**Notice**”). Any such Notice to Company must be sent by U.S. certified mail or professional courier service to Company c/o: Legal Dept, Royal Caribbean Cruises Ltd., 1050 Caribbean Way, Miami, Florida 33132 (“**Notice Address**”). Any such Notice to you will be sent to your address on file with

us, or an address we may ascertain after conducting a public records search. The Notice must include: (a) the claimant's name, mailing address, email address, and phone number; (b) a description of the nature and basis of the claim or dispute; and (c) the specific relief sought. The Notice must be personally signed by you (if you are the claimant), or by our business representative (if we are the claimant). Electronic signatures are not acceptable. If you have retained an attorney to submit your Notice, please also provide signed written authorization allowing us to share your data with your attorney.

After the Notice containing all of the information above has been received, within 90 days, either you or we may request an individualized discussion (by telephone or videoconference) regarding settlement ("**Informal Settlement Conference**"). You and we must work together in good faith to select a mutually agreeable time during business hours for the Informal Settlement Conference (which can be after the 90-day period). You and our business representative must both personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) may also participate.

Any applicable statute of limitations or contractual limitations periods will be tolled during the "**Informal Resolution Period**," which is the period between the date that a fully complete Notice is received by either you or us and the later of: (i) 60 days later; or (ii) the date an Informal Settlement Conference is completed, if timely requested.

ii. *Commencing Arbitration.*

An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. Any court of competent jurisdiction will have authority to enforce this Section including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. Any court of competent jurisdiction also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitrator shall not accept nor administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements.

iii. *Arbitration Procedure.*

The arbitration will be governed by the Consumer Arbitration Rules ("**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Section, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this Section another arbitration provider shall be selected by mutual agreement or by the court.) The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by writing to the Notice Address. As in court, you and we agree that any counsel representing someone in arbitration certifies that they will comply with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties and counsel. The arbitrator may consider rulings in arbitrations involving different claimants against us, but an arbitrator's ruling is not binding in other proceedings. Except as provided in this Section below, the arbitrator shall apply the substantive law that governs these Rewards Rules, and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. Unless you and we agree otherwise, the arbitration will be decided based on papers submitted

by you and us. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which either you or we are entitled.

iv. *Arbitration Fees.*

We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees (“**AAA Fees**”) if we initiate an arbitration. If the aggregate value of your claims is US\$750 or less, we will pay all AAA Fees, so long as you have fully complied with the Notice and Informal Settlement Conference requirements in this Section. In such cases, we will pay the filing fee directly to the AAA upon receiving a written request at the Notice Address that you have commenced arbitration or, if the AAA makes you pay the filing fee, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. If the aggregate value of your claims is US\$750 or more, you will pay all AAA Fees. In such cases, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules or this Section. For mass arbitration filings, you agree to pay all administrative fees for AAA to initiate the mediation process for the mass arbitration filings.

v. *Requirement of Individual Arbitration.*

The arbitrator may award declaratory or injunctive relief only in favor of the individual claimant seeking relief and only to the extent necessary to provide relief warranted by that claimant’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person, and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general proceedings; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief have been arbitrated.

vi. *Mass Arbitrations.*

If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether such cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. You agree to this process even though it may delay the arbitration of your claim. In the first stage, we and claimants’ counsel will each select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed or proceed in arbitration, and the AAA must not assess or demand payment of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the claimants must engage in a single mediation of all remaining cases, and we will pay the mediation fee. If the remaining claimants and we cannot agree how to resolve the remaining cases after mediation, we and claimants' counsel will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with AAA regarding the amount or timing of AAA fees.

If this Section applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any applicable statute of limitations or contractual limitations period for the claims and requested relief) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Section, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of AAA fees.

This subsection and each of its requirements are intended to be severable from the rest of Section. If, after exhaustion of all appeals, a court decides that the staging process in this Section not enforceable, then the cases may be filed in arbitration and the payment of AAA filing, administration, case-management, hearing, and arbitrator fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

vii. *Future Changes to this Section.*

Notwithstanding any provision in these Rewards Rules to the contrary, you and we agree that if we make any future change to this Section (other than a change to the Notice Address), you may reject that change by sending us written notice within thirty (30) days of the first notice of the change to the Notice Address provided above. To be effective, your rejection must include your name, mailing address, email address, phone number, booking reference, and a statement personally signed by you that you wish to reject the change to this Section. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.