

Carnival Cruise Lines, a division of Carnival Corporation (“**Carnival**”), has established this 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 agreements, commission letters, national account sales agreements, marketing agreements and commission agreements (collectively, the “**Travel Agency Agreements**”), (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. Travel Agency is not an agent of Carnival, other than as may be applicable with respect to certain General Sales Agents in non-U.S. jurisdictions, in which case the underlying Travel Agency Agreement will specifically set forth such agency relationship. Nothing in this Policy shall be deemed to give Travel Agent the right, license, authorization or approval to make bookings with Carnival or to receive any commission or any other payments directly or indirectly from Carnival, as the terms of any such payment or commission must be set forth in an underlying Travel Agency Agreement between Carnival and Travel Agent. It is understood that 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.com 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.

I. TRADEMARKS AND INTELLECTUAL PROPERTY RESTRICTIONS

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

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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" and any and all Carnival trademarks and Carnival imagery used in Carnival's web sites and in Carnival's fleet 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.

Travel Agency is not authorized to use any of Carnival's Property or any mark resembling any of Carnival's Property as part of its 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 the prior written approval of Carnival, unless such advertisement or other material is provided by Carnival to Travel Agency for an express purpose, and, in that case, Carnival's Property shall only be used in the exact form provided by Carnival. Travel Agencies may not use Carnival's Property in any part of a domain name without the express, prior, written consent of an officer of Carnival.

Travel Agency is 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 the prior written approval of Carnival. Travel Agency may not use Carnival's Property in a manner that would appear to identify programs developed by Travel Agency, particularly discount programs and "specials" that Carnival has not expressly authorized, offered, promoted or endorsed. Travel Agency may not use Carnival's Property directly adjacent to or in combination with any word(s) not expressly authorized by Carnival, particularly Travel Agency's corporate and business names.

To the extent that Carnival permits Travel Agency to use any of Carnival's Property, Travel Agency may only use that part of Carnival's Property as has been approved by Carnival and solely to promote Carnival's products and the sale of its cruises. Travel Agency may not act in any way which might, in 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. Travel Agency may not at any time do or cause to be done any act contesting any of Carnival's rights in Carnival's Property. Travel Agency is not permitted in any manner to represent or to give the impression that it has any ownership rights in Carnival's Property, including by virtue of domain name registration, or that it is affiliated with or sponsored by Carnival (other than as may be expressly set forth in the underlying Travel Agency Agreement), and acknowledges by any use thereof that such use shall not create in Travel Agency's favor any right, title or interest in or to Carnival's Property, including any goodwill therefrom, 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 Travel Agency shall inure to the sole benefit of Carnival. Travel Agency is familiar with Carnival's Property and is 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. Upon the earlier of (i) Carnival's request and (ii) termination of the underlying Travel Agency Agreement, and at all times thereafter, Travel Agency will immediately stop using Carnival's Property in every way and will deliver to Carnival, or destroy, at Carnival's option, all material provided to Travel Agency on which Carnival's Property appears. Any consent given by Carnival to use Carnival's Property may be withdrawn by Carnival in its sole discretion at any time. Travel Agency hereby waives any rights that it may acquire by virtue of Travel Agency's use of Carnival's Property and in any trademarks, names, slogans, domain names and imagery confusingly similar thereto.

Under no circumstances may Travel Agency offer or distribute to any other Travel Agency Carnival's brand, products, inventory, pricing or any of Carnival's Property via Internet or other distribution system (including any GDS system) without Carnival's prior written consent. This restriction includes, without limitation, any link or connectivity established by a third party with or through any of Travel Agency's web sites or GDS system which provides any other Travel Agency access to Carnival products, pricing or inventory. Any breach of this section by Travel Agency shall give rise to the immediate termination of the underlying Travel Agency Agreement at Carnival's discretion. Travel Agency shall immediately return any commissions paid by Carnival for bookings of this nature. In addition to any other remedies at law or in equity, Carnival shall have the right to set-off any commissions due to Travel Agency for applicable bookings against any payments of commissions paid for such unauthorized bookings.

II. SALES AND PAYMENT POLICIES AND PROCEDURES

A. Payments.

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Travel Agency must book directly with Carnival using its own individual Travel Agency identifier (telephone number(s), pseudo city or similar unique identification). Reservations may be made through Carnival's Reservations department, through a variety of 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 credit cards, Travel Agency check, wire transfer or FunShipPay online system. Payments by credit card should be for the gross purchase price. 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). Unless and until Travel Agency receives notice from Carnival to the contrary, payments by check, wire or FunShipPay may deduct the applicable commission from the final payment sent to Carnival. Carnival's mailing address for cruise payments is Carnival Cruise Lines, P.O. Box 526170, Miami, FL 33152-6170. To the extent that Carnival believes, in its sole discretion, that Travel Agency's operations jeopardize its ability to fulfill 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 check/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 Funds 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 and/or (v) terminate the underlying Travel Agency Agreement. In the event a booked guest makes a request pursuant to (iv) 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 credit card company's then-existing procedures for credit card transactions and collect proper authorizations from clients for all credit card charges. In the event of a fraudulent or unauthorized 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 unauthorized transaction resulted from such Travel Agency's negligence or intentional misconduct. Notwithstanding the foregoing, Travel Agency shall have no liability to Carnival for 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 credit card transaction including but not limited to: an imprint of the credit card and the cardholder's faxed or original signature on a document authorizing the specific charge in dispute, (3) it does not know (acting reasonably) that the credit card is being used in an unauthorized 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. 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 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 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.

B. 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:

1. Any Travel Agency with ARC or IATAN appointment that conducts published business hours.
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.

3. A business conducting published business hours that is located within an organization and is clearly identified as, and held out to the members of the organization to be, an office engaged in the sale of travel.
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.

C. 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.

D. 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 honor any such booking resulting from the error or otherwise be liable in such circumstances.

E. 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.

F. 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.

III. LEGAL COMPLIANCE.

A. Customer Information.

“Customer Information” relating to Carnival customers who book through Travel Agency shall include the personal information provided by such customers including, without limitation the customer’s (and his or her travel companions’) name, address, email address, telephone number (whether residential, business or cell), credit or debit card number, bank account number, social security number and driver’s license number, travel preferences and requirements, age or date of birth, and any other information provided by customers to Travel Agency as part of Travel Agency’s provision of services governed by the terms of this Travel Agency Policy. Travel Agency shall obtain from all Carnival customers affirmative consent from such customers for their Customer Information to be transferred to and used by Carnival for Carnival’s business purposes. Travel Agency shall also include in its privacy policies a notice that Travel Agency is sharing Customer Information with Carnival and its affiliates, who may use such information for their own purposes. Travel Agency shall ensure that all Customer Information residing with them in any format is used solely as described in Travel

Agency's applicable privacy policies and other representations made to consumers, is used in compliance with all applicable laws, regulations and industry guidelines, and that Travel Agency complies with all laws that apply when using Customer Information as described herein (including California's "Shine the Light" law). Travel Agency further represents and warrants that it shall ensure that all Customer Information is maintained in a secure location and on a secure network, with limitations on physical and electronic access, including password protection and/or encrypted technology, that it will monitor access to Customer Information, that it has a written policy and trains employees on how to comply with Travel Agency's obligations described herein, and that it will otherwise protect the Customer Information from unauthorized access, destruction, use, modification and disclosure. Travel Agency shall be fully and solely responsible for its security of Customer Information; and, in the event of a suspected breach in the security of such data, Travel Agency shall immediately notify Carnival of any such suspected breach, and shall bear all costs and expenses associated with such breach, including without limitation the cost of notification of all affected customers, the costs incurred by Carnival (including legal fees) associated with such incident and all damages, fines or penalties associated with or arising out of such breach.

B. Compliance with Laws.

Travel Agency will comply with all applicable laws, ordinances, rules, regulations, and guidelines, and shall not violate any third party rights with respect to the underlying Travel Agency Agreement and transactions contemplated thereby (including any advertising, marketing, or promotions in connection with such Travel Agency Agreement). Carnival in no way authorizes or approves any activity which does not comply with applicable laws, ordinances, rules regulations, or guidelines and in no way shall it be considered a joint venture, authorizing agent or in any other way be responsible for any activity Travel Agency engages in which violates these rules. Carnival does not endorse nor authorize the practice of blast faxing, unsolicited faxing, unsolicited text messaging, unsolicited e-mail solicitations, bulk messaging on third party websites, or any other practice of communicating with consumers and third parties in contravention of applicable legal requirements, including sending outbound prerecorded telephone messages of any materials promoting Carnival or its products, or making any outbound telephone call to any person on a federal, state, local, or Travel Agency-specific do-not-call list. Travel Agency agrees that materials promoting Carnival will only be sent to individuals who have requested the promotional information, whether by fax, email, text message, on third party sites, or through some other means whether now or hereafter created, and all such communications shall be made in compliance with applicable legal requirements and industry guidelines, and Travel Agency must be in full compliance at all times with all Federal, state and local laws and regulations (including, but not limited to, the TCPA, TCFAPA, and CAN-SPAM Act), and appropriate industry and other guidelines. Travel Agency agrees that it will indemnify, defend and hold harmless Carnival and its officers, directors, employees and affiliates from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any and all violations of this section without limitations of any kind, irrespective of any other contrary term in this Policy or the Travel Agency Agreement. Travel Agency agrees that it shall be responsible for all costs and expenses incurred by Carnival in enforcing Travel Agency's indemnity obligations hereunder. Travel Agency agrees that all use of Carnival's Property in Travel Agency's advertising, whether underwritten by a Carnival cooperative marketing budget or otherwise, will be in compliance with applicable Federal, state and local laws and regulations.

IV. GENERAL ADVERTISING & PRICING POLICY REQUIREMENTS AND GUIDELINES

A. Advertisement Compliance.

All use of Carnival's Property must be for the specific purpose of marketing Carnival cruises under these guidelines unless Travel Agency has received express written approval from Carnival for a different purpose.

1. Ads. All ads must comply with the specifications and requirements set forth in Carnival's online Brand Center, accessible from www.GoCCL.com or www.carnivalbrandcenter.com.
2. Logo. Approved advertising of Carnival cruises should include the current Carnival logo, which is available for download at www.GoCCL.com or www.carnivalbrandcenter.com.
3. Trademark Symbol. Where use of Carnival trademarks is authorized, Trademark symbols either ® or SM must appear with the ship name, brand name, or other Carnival logo, at the first mention in copy and in the first most prominent position in the advertisement. For your convenience, see www.carnivalbrandcenter.com for Ship

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names and some of the most used brand names and logos. Travel Agency agrees to check the Carnival Brand Center on a regular basis, as content is updated periodically.

4. Ships' Registry. 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 (i.e., Ships' Registry: The Bahamas and Panama).
5. Certificates, Coupons, Vouchers or other Promotional Offers. Carnival's Property may not be used on promotional cruise certificates, coupons or vouchers ("**cruise certificates**") without Carnival's express written authorization. Absent Carnival's express written authorization, Cruise certificates may only be distributed by a seller of travel to end users who intend to personally redeem the cruise certificate for the cruise and may not be given away by Travel Agency nor resold either by the distributee or the end user. Travel Agency shall be held responsible for ensuring that distributees do not resell or redistribute cruise certificates (unless Carnival provides its express written authorization otherwise), shall take steps to record the distribution of all cruise certificates issued and shall provide all such information to Carnival upon request together with the distributees' address, phone number and e-mail address. Each Carnival-approved cruise certificate issued by a third party shall contain the following statement: "*IMPORTANT NOTICE: This cruise certificate has been issued by [INSERT CERTIFICATE PROVIDER NAME], a licensed seller of travel, and may be distributed only to an individual who will personally redeem it for a cruise with Carnival Cruise Lines and may not be transferred by either the seller of travel nor by the distributee to another individual or entity, nor for any other purpose. Carnival Cruise Lines reserves the right to dishonor any cruise certificate that has not been expressly authorized by Carnival Cruise Lines. [INSERT CERTIFICATE PROVIDER NAME] is not affiliated with, nor an agent of, Carnival Cruise Lines, and is solely responsible for this offer.*" The foregoing must in all instances be located in a reasonably conspicuous position and be of a sufficiently large font size, as approved by Carnival, and the cruise certificate must also comply with Section I of this Policy and must in all cases be available to the consumer prior to purchase. Neither Carnival's review nor approval of any materials provided by Travel Agency will be deemed (a) an endorsement by Carnival of such materials or of any information contained therein, or (b) an opinion by Carnival that such materials comply with any applicable laws, rules or regulations, and not violate any third party rights. Carnival reserves the right, in its sole and absolute discretion, to at any time to demand cancellation any cruise certificate that does not meet Carnival's guidelines and requirements.
6. Sweepstakes or Contests. Carnival's Property may not be used in sweepstakes or contests ("Sweepstakes") without Carnival's express written authorization. Each Carnival-approved Sweepstakes conducted by Travel Agency shall contain in the Sweepstakes Official Rules the following statement: "*[INSERT TRAVEL AGENCY NAME] is the Sponsor of this [sweepstakes/contest] and is not affiliated with, nor an agent of, Carnival Cruise Lines, and is solely responsible for all aspects of this promotion.*" The foregoing must comply with Section I of this Policy and must in all cases be available to the consumer prior to entry or purchase if the Sweepstakes involves purchase. Neither Carnival's review nor approval of any materials provided by Travel Agency will be deemed (a) an endorsement by Carnival of such materials or of any information contained therein, or (b) an opinion by Carnival that such materials comply with any applicable laws, rules or regulations, and not violate any third party rights. Carnival reserves the right, in its sole and absolute discretion, to at any time to demand the immediate termination of any Sweepstakes that does not meet Carnival's guidelines and requirements.
7. Brand Image. A priority for Carnival is to protect its brand image in marketing and in use in public spaces on board its ships. Travel Agency shall adhere to the following guiding principles for marketing the Carnival brand in print, media, interactive and/or press releases (a) the marketing should promote a positive brand image; and (b) marketing should not promote activities that are inappropriate or detrimental including but not limited to excessive drinking, rowdiness, lewdness or any illegal activities. Marketing that Carnival, in its sole discretion deems unacceptable may result in cancellation of Travel Agency's bookings or unsold cabins, or discontinuation of further sales. Carnival reserves the right to deny booking to individuals, groups or charters that may be disruptive to the cruise experience for other guests on the ship or whose activities or message is inconsistent with the family-friendly experience. In addition to these advertising requirements, should Carnival determine in its discretion that a booked individual(s), group(s) or charter(s) plans include onboard activities that are inconsistent with our brand image, even if such activities have not been advertised, Carnival reserves the right to cancel the booking. Carnival's cancellation policy shall be applicable to any cancelled bookings. Carnival will also not be liable for any Travel Agency costs or losses as a result of improper marketing and no reimbursement of marketing

costs will be provided. Carnival is further not responsible for any damages, including consequential damages that may result from the discontinuation of marketing of a cruise or cancellation or cut off of sales of a particular individual, group or charter booking.

B. Pricing Policy.

Travel Agency will at all times comply with the following 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, catalogs, flyers, TV, radio, e-mail, Internet, and/or Internet booking engine.

1. Pricing Language.

- a. Approved Rates. Travel Agency will offer only “Approved Rates” and must always include the non-commissionable portion of the cruise fare (“NCF”), in the rate shown or communicated. All rates other than Approved Rates require the express written authorization of Carnival before being offered in any media. Advertising in any media must not contain any message that states, directly or indirectly, that Travel Agency will sell Carnival products below Approved Rates or at any special price, discount, or reduction not specifically authorized by Carnival. Examples include, but are not limited to, “we will beat any price” and “call us for additional discounts.” The term “Approved Rates” shall mean:
 - i. The lowest rate provided by Carnival that is available to the general public; and
 - ii. Rates provided to Travel Agency for short-term promotions that have been expressly authorized by Carnival for use in advertising and elsewhere; and
 - iii. Rates provided by Carnival that are restricted to select guests that meet specified criteria and offered in compliance with the terms of Section V of this Policy; and
 - iv. 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.
- b. Value-added Items. An Approved Rate may be combined with value-added items provided the following conditions are met:
 - i. The actual or perceived total value of the value-add item(s) cannot exceed USD 25 in value per passenger.
 - ii. The value-add must be a non-cash equivalent item. Examples include but are not limited to tote bags, hats, beach towels, memory books, and sunglasses and most Bon Voyage items.
 - iii. The value-add should be part of a Sales & Marketing plan promoting Carnival cruises and should not be an offer that is regularly given to customers in the normal course of business.
 - iv. Pre-approval for value-adds is not required; however, Carnival reserves the right to review promotional offers to ensure they align with brand guidelines and standards and may request that partners remove or change offers should they not meet this criteria.
 - v. Cash equivalent items may not be used as value-add promotions for Carnival cruises. These items may include but are not limited to cash, gas cards, transfers, onboard credits, pre-paid gratuities, third party cash back offers, free or discounted vacation protection coverage, free or discounted shore excursions, free or discounted hotel nights, reduced airfare, gift cards or anything that equates to a cost associated with the cruise.
 - vi. Travel agents are permitted to offer points and/or miles, provided they meet the following guidelines:
 - a. The points/miles are offered through a closed membership. A closed membership must meet the following criteria:

1. Travel agent must have the ability to demonstrate partnership with the third party providing the miles/points.
 2. The program includes credentials for its members (member ids, passwords, membership cards).
 - b. Travel agency must gain Carnival's written approval for Carnival participation in any membership programs prior to any advertising or promotion.
 - c. Carnival reserves the right to validate Travel Agency's participation with membership program.
 - d. When earning points or points equivalent on a CCL purchase the value cannot exceed 5% of the Cruise Fare.
 - e. Membership points/miles are earned on every transaction and cannot include special promotional point/miles opportunities provided by the membership program.
- c. **Complete Cruise Fare.** It is the policy of Carnival to advertise and communicate the complete cruise fare, consistent with the definition contained in the Passage Contract with only government fees and taxes and fuel supplements listed separately. No reference may be made to NCF's or "port charges" (or anything similar thereto) in Travel Agency's advertising, communications or pricing statements. The fuel supplement disclosure must be:
- i. Placed above, beneath or next to the pricing, and above or before the standard disclaimer. It may not be included as part of the standard disclaimer;
 - ii. Formatted in a bold font and in a font size that is approximately the same size as the text of the ad, but in no event in a font size smaller than 7 point; and
 - iii. Referred to as "Fuel Supplement". Do not use "surcharge" or any other descriptor.

For the required fuel supplement disclosure and standard disclaimer text, refer to the co-op advertising guidelines available at www.GoCCL.com. You should check periodically for updated text as it is subject to change without notice at Carnival's discretion.

2. **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.
3. **Government Fees and Taxes.** "Government Fees and Taxes" may include any and all fees, charges, tolls and taxes imposed by U.S. and/or foreign governmental or quasi-governmental authorities including, but not limited, to U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, air taxes or hotel VAT taxes incurred as part of a land tour, immigration and naturalization fees and Internal Revenue Service fees, whether assessed on a per guest, per berth, per ton or per vessel basis. In the case of per ton or per vessel assessments, those assessments will be spread over the guest capacity of the ship. Government Fees and Taxes are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

C. 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:

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:
 - a. 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.
 - b. For violations in mediums including newspaper, direct mail, magazine, catalogs, 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.
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 amount of Marketing Funds payable to such Travel Agency, (b) reduce or eliminate the commission rate payable to such Travel Agency, (c) terminate the underlying Travel Agency Agreement, and/or (d) cease accepting reservations from such Travel Agency.

V. RESTRICTED PROMOTIONAL PRICING

Travel Agency is responsible for ensuring compliance with the eligibility requirements of restricted promotional fares (for example Interline, Military, 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.

VI. INTERNET REQUIREMENTS AND GUIDELINES

A. Site Content Requirements and Guidelines.

In addition to the preceding requirements, the following additional site content requirements and guidelines apply to web sites and web pages under the direct or indirect control of Travel Agency that are used for marketing and/or displaying travel services.

1. Each web page in Travel Agency web site must clearly indicate that Travel Agency is the web site operator, with the name of Travel Agency being prominently displayed on every web page in the web site. In the event Travel Agency develops a web site for a third party's private use, the third party web site user must be identified in the web site consistent with the foregoing requirements. Travel Agency is not authorized to make the statement, either express or implied, that the web site is an "official Carnival web site"; that Travel Agency or the party for whom Travel Agency developed the web site is an "official Carnival agency" or that Carnival is associated with or has endorsed Travel Agency or its web site.
2. Travel Agency may only download or copy Carnival's Property from Carnival-provided material expressly for such purpose or from Carnival's web sites at www.carnivalbrandcenter.com and www.GoCCL.com ("Carnival Download Websites") from a designated download section of such web sites, if any, for the express purpose of marketing Carnival cruises in accordance with this Policy ("Content") and may not, whether manually or with an automated tool, download or copy any of Carnival's Property from any other section of Carnival's web sites nor for any other purpose. Carnival's consent for Travel Agency to use Content is subject to this Policy and the following conditions:

- a. The consents given by Carnival in this Policy are expressly limited to those uses and activities that are directly related to the promotion by Travel Agency of cruises and travel services offered by Carnival;'
- b. No other uses or activities with respect to the Content are permitted without the express prior written consent of Carnival;
- c. Travel Agency may not alter the Content in any way except as may be specifically directed by Carnival in writing;
- d. Travel Agency may not use the Content in any manner that implies that Carnival has sponsored or endorsed it or its business, product or activities;
- e. Travel Agency may not use the Content in any manner:
 - i. which Carnival, in its sole discretion, determines undermines or disparages Carnival or Carnival's services and products; or
 - ii. in connection with the products or services of a competitor of Carnival;
- f. Any use of the Content by Travel Agency must be in accordance with all applicable national, foreign or local laws, statutes, rules and regulations, and must not violate the rights of any third party;
- g. The consents granted in this Policy are conditioned upon:
 - i. Carnival's reserved right to require Content be removed from use in the Travel Agency Web Sites at any time; and
 - ii. The insertion of the appropriate trademark notice symbol TM, SM or ® adjacent to the trademarks at all reasonable times. Carnival's failure to exercise any of its rights hereunder or otherwise in connection with a Travel Agency Web Site shall not be construed to be a waiver of any such rights. The consents granted to Travel Agency under this Policy are not assignable.
- h. Specifically excluded from the consents given by Carnival in this Policy are:
 - iii. any copyrighted-protected photographs taken by parties other than Carnival, as noted near or beneath such photos; and
 - iv. any and all photographs and text which shows or names Carnival employees or any other individuals.
- i. By using the Content, Travel Agency acknowledges that the Content 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 CARNIVAL BE LIABLE FOR TRAVEL AGENCY'S USE OF THE CONTENT OR OF ANY ERROR, FAILURE, DEFECT OR DELAY IN TRAVEL AGENCY'S ABILITY TO ACCESS OR USE THE CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SAME, EVEN IF CARNIVAL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CARNIVAL'S LIABILITY TO TRAVEL AGENCY FOR USE OF THE CONTENT EXCEED THE AMOUNTS, IF ANY, TRAVEL AGENCY PAID TO ACCESS THIS CARNIVAL DOWNLOAD WEBSITES. APPLICABLE LAW MAY NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS SO THEY MAY NOT APPLY.

B. Domain Names, Subdomains, and URLs Requirements

In addition to the preceding requirements, Travel Agency may not directly or indirectly use Carnival's Property or any substantially similar variation of Carnival's Property, including, but not limited to variations of Cruise Line 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 an officer of Carnival Cruise Lines. If Travel Agency directly or indirectly owns or controls a domain name in any Top Level Domain or jurisdiction that contains Carnival's Property, anything substantially similar to Carnival's Property or Typos, Travel Agency agrees to assign all right, title,

and interest in the domain name and shall immediately, upon request by Carnival, 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. Travel Agency shall be responsible for all costs and expenses, including legal fees incurred by Carnival in enforcing the requirements of this provision. Furthermore, upon request by Carnival, Travel Agency must, within seven (7) days, produce a list of all domain names, subdomains, and URLs under Travel Agency's direct or indirect control, which contain Carnival's Property, anything substantially similar to Carnival's Property or Typos.

C. Search Engine Optimization (SEO) Requirements and Guidelines.

These SEO requirements and guidelines apply to web sites and web pages under the direct or indirect control of Travel Agency.

1. **Meta Data and Title Tags:** A Travel Agency web site may not present itself as an "official Carnival web site" or otherwise suggest that it is sponsored or endorsed by Carnival by means of keywords anywhere in the meta data or title tags. Travel Agency web sites may not employ excessive repetition of Carnival's Property, anything substantially similar to Carnival's Property, or Typos as keywords (keyword stuffing) within meta data or site content for the purpose of skewing search results.
2. **Deceptive Redirects (Cloaking):** Travel Agency web sites may not present one type of page content to the search engines to achieve rankings on a Carnival-related search, but redirect users to another page that contains different or unrelated content or content that does not comply with this Policy.
3. **Hidden or Invisible Text:** Travel Agency web sites may not place text containing Carnival's Property or Typos on a page that is the same color 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, except as otherwise provided for in this Policy.

D. Paid Search Requirements and Guidelines.

These Paid Search Requirements and Guidelines apply to Travel Agency's direct or indirect use of paid search advertising or other forms of online targeted advertising, including but not limited to banner advertisements, behavioral, and contextual advertising offered by companies operating search engines (including but not limited to Google and Yahoo), travel search sites (including but not limited to TripAdvisor), Social Media Websites (including but not limited to Facebook), comparison sites (including but not limited to NexTag and Sidestep), or other third party operated web sites ("Paid Search").

1. **Keywords:**
 - a. **Carnival's Property, anything substantially similar to Carnival's Property and Typos:** Travel Agency may not use Carnival's Property or Typos as keyword terms, whether alone or in conjunction with other terms.
 - b. **Generic Keywords:** When purchasing generic cruise-related keywords (such as "cruise" or "ship" or "cruise deals") or when purchasing destination or port keywords for any port or destination serviced by Carnival (such as "Caribbean" or "Mexico" or "Miami") on broad match keyword terms programs, the Travel Agency must ensure that its ads do not appear for consumer searches which include Carnival's Property or Typos in combination with the generic keywords. This is inclusive of all campaigns (such as geo-targeting and day-parting). Travel Agency 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:
 - i. Carnival
 - ii. www.Carnival
 - iii. Carnival.com
 - iv. www.CarnivalCruise.com
 - v. CCL
 - vi. Carnival2011

- vii. Carnival2012
- viii. Carnival2013

For example, it would be a violation of this Policy if a consumer search using a keyword phrase such as “Carnival Miami cruises” triggers Travel Agency ad to appear if “Miami cruises” was originally used by Travel Agency without the negative keyword of “Carnival.”

2. **Ad Content:**

- a. **Link Text:** Travel Agency may not include Carnival’s Property, anything substantially similar to Carnival’s Property, or Typos in any hyperlink that Travel Agency causes to be displayed as a result of Paid Search.
- b. **Ad Text:** Travel Agency may only use Carnival’s Property in the ad text of an ad triggered by Paid Search if (i) Carnival’s Property is not included in the search terms purchased by Travel Agency; (ii) the ad redirects to a landing page that is operated by the Travel Agency in compliance with this Policy and does not violate any law, regulation, or rights of another party; and (iii) the landing page, other than any search or site navigation features, is dedicated exclusively to the marketing of Carnival cruises and does not have any references or links to other vacation opportunities, including without limitation other cruise lines. Travel Agency may not use Typos in the ad text of an ad triggered by Paid Search.

E. Social Media Website Requirements

Travel Agency may use Carnival’s Property in Social Media Websites (as defined below) for the purposes of communicating information about Carnival, subject to the requirements of the Policy. Travel Agency may not use Carnival’s Property, anything substantially similar to Carnival’s Property, or Typos in any username, account name, profile name, screen name, or similar for any Social Media Website or display or undertake any other activity which may confuse consumers as to whether Travel Agency is acting on behalf of Carnival or is endorsed by Carnival. The following are considered Social Media Websites: social networking websites (including by example, but not limited to, Facebook, MySpace, Twitter, LinkedIn, etc.), blogging and community websites (including by example, but not limited to BlogSpot.com, Wordpress.com, etc.), Video Websites (including by example, but not limited to YouTube, etc.), or any other website operated by a third party, directly or indirectly controlled or posted by Travel Agency (“Social Media Website”).

F. Requirements and Guidelines for Spyware and Other Automated Tools.

These Requirements and Guidelines for Spyware and Other Automated Tools apply to Travel Agency’s use of online software applications that (i) fall under the general categories of “spyware,” “adware” or “malware,” as those terms are generally defined in the industry, or (ii) extract data or content from Carnival.com.

- 1. Travel Agency 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 Carnival.com and are designed to divert traffic from Carnival.com to competitive web sites.
- 2. Travel Agency may not “screen scrape” (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 web site or database connected thereto.

G. 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:

- 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:
 - a. 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.

- b. 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.
- c. 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.
- d. 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.

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) its authorization 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.

VII. ALL BOOKINGS

A. Products.

Travel Agency acknowledges that cruise tours, land tours and shore excursions sold by Carnival are often provided by third parties and Carnival acts only as a Travel Agency for such third party operators.

VIII. GENERAL

A. Passage Ticket and Contract.

The terms and conditions which govern the booking and the cruise are set forth in the Passage Contract and are incorporated herein by reference. [Click here for the entire Passage Contract.](#) Travel Agencies are responsible to familiarize themselves with all sections of the Passage Contract as they govern the guest's legal rights, particularly with respect to cancellation (Sections 6 and 7), the provision of medical care (Section 13), privacy rights, the Carrier's liability and the guest's right to sue. In the event of any conflict between the brochures or communication concerning any booking and the Passage Contract, the Passage contract shall govern all bookings made for any guest. Carnival operates under a paperless system which provides guests with access to their travel documents through the MyDocuments portal (accessible at www.carnival.com/mydocuments). The My Documents portal provides guests 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 Agent agrees to promptly inform booked guests of Carnival's paperless system and advise them how to access the MyDocuments portal for their e-docs, which include the terms and conditions of Carnival's Passage. Travel Agency agrees to be bound to all applicable terms set forth therein.

B. Cruise Conditions and Important Information.

Travel Agency is responsible to familiarize itself with the information concerning Reservations, Tours, Cancellation Charges, Travel and Health Documentations as applicable for each booking. In the event of any conflict between the brochures and the Passage Contract, the Passage Contract shall govern all bookings made for any guest.

C. Notification of Changes.

All cruise fares, non-commissionable fares and other charges are subject to change or addition without notice at Carnival's discretion until final payment has been received by Carnival. Carnival reserves the right in an existing reservation; up to the time of sailing, even if already paid, to assess additional government fees and taxes or other charges that were not in effect at the time of the booking.

D. Passenger Services Act.

Travel Agency agrees to comply with the 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. Travel Agency understands and acknowledges fines are imposed by 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 Passenger Services Act.

E. 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.

IX. 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.

X. LEGAL

A. Right to Amend.

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

B. Controlling Agreement

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

C. 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 breaches.