

# Legal notice

## Terms and Conditions

Thank you for visiting our website. These *Terms and Conditions of use* apply to the entire group of websites owned, operated, licensed or controlled by Royal Caribbean Cruises Ltd., Celebrity Cruises Inc., or their affiliates (collectively the "Company"), including but not limited to the websites [www.royalcaribbean.com](http://www.royalcaribbean.com) and [www.celebritycruises.com](http://www.celebritycruises.com) and [www.agent.royalcaribbean.dk/fi](http://www.agent.royalcaribbean.dk/fi), and related websites using the .fi/dk suffixes (collectively the "Company Websites"). Club Royal in Denmark, Finland, the Baltic's and Iceland by RCL Cruises Ltd., trading as Royal Caribbean International. We offer services and programs in many parts of the world. Company websites may refer to certain services or programs which are not available worldwide, without specifically limiting the offers as such. Such reference does not imply that the company intends to offer such service or programs in all countries or locations.

Read these *Terms and Conditions of use* carefully before using this website or any other company website.

By using this website or any other company websites, you signify your assent to these terms of use, all applicable laws and regulations (including export and re-export control laws) and agree that you are responsible for compliance with any applicable local laws. If you do not agree to these terms of use, please do not use the sites. We reserve the right, in our sole discretion, to change, modify, delete or otherwise alter portions of these terms at any time. Any such change, modification, deletion or alteration shall be effective immediately upon posting the same on a Company Website. Please check these terms periodically for changes. Your continued use of any company website following the posting of such changes means you accept those changes.



## Participation

Club Royal is open to qualifying employees (“Participants”) in Denmark, Finland, the Baltic’s and Iceland authorized by RCL to promote and sell Royal Caribbean International branded cruise package holidays (“hereinafter in the singular “Approved Travel Agent” or plural “Approved Travel Agencies” as applicable).

Participants are entitled to join Club Royal only on the basis of their employment by an approved Travel Agency who have a business partnership agreement with RCL (“Approved Travel Agency”). Participants acknowledge and accept that the company and the Approved Travel Agency which employs the participant may from time to time share details of a participant’s Club Royal accounts and bookings, for the purpose of account administration. For more information on RCL’s privacy policy, see the Club Royal website.

RCL reserves the right to de-activate any participant’s membership in the event that they fail to log into their Club Royal account for a period of 6 consecutive months. RCL will write to those participants who have failed to log into their accounts for a consecutive 6-month period by email and give them a period of 30 days to log back into their account for it to remain active. In the event that a participant does not log back into their Club Royal account within 30 days of receiving any such email notification from us, the participant’s membership shall then automatically de-activate.

## Privacy

Any personal data you transmit to a company website by electronic mail or otherwise will be used by the company in accordance with the privacy policy of the company in your territory which you can access by visiting [www.agent.royalcaribbean.dk/fi](http://www.agent.royalcaribbean.dk/fi). That privacy policy refers to what is considered to be personal data by applicable laws. Any other communication or material you transmit to a company website, such as questions, comments and suggestions, will be treated as non-confidential and nonproprietary. The company shall be free to use such communication or material, including any ideas, inventions, concepts, techniques or know-how disclosed therein, for any legitimate purpose without further permission from you.



## Passwords

Passwords are personal to you. As such as a condition of accessing Club Royal and Club Rewards, you always undertake to keep your password confidential and not share with it with third parties. It is your responsibility to keep password and username details secret and RCL shall have no liability for any loss suffered by you where such loss is attributed to a failure by you to maintain adequate account security.

You also undertake to log off from the Club Royal website if you are likely to be away from your computer for any prolonged periods.

In the event of you ceasing to be an employee of an Approved Trade Partner, you shall no longer make use of Club Royal in any way.

## Limited License

You should assume that everything that you read or see on any company website is copyrighted or otherwise protected and owned by the company or some third party who licensed to the company the right to use such material. Unless otherwise expressly noted, nothing that you read or see on any company website may be copied or used except as provided in these *Terms and Conditions of Use* or with the prior written approval of Royal Caribbean Cruises Ltd. To obtain such approval, please contact [salesupport.nordic@rccl.com](mailto:salesupport.nordic@rccl.com)

We grant you permission to print individual pages from a company website, unless otherwise expressly noted, for your own personal, noncommercial use in learning about, evaluating or purchasing the company's services or products. No other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sale, transmit, upload, download, store, display in public, alter or modify these materials. This grant of permission is not a transfer of title, and under this permission you may not:

- Use the materials for any commercial purpose, or for any public display (commercial or noncommercial);
- Remove any copyright, or other proprietary notations from the materials;
- Transfer the materials to another person or "mirror" the materials on any other server.



The permissions granted hereunder shall automatically terminate if you violate any of these restrictions and may be terminated by the company at any time. The materials contained in the company website are protected by applicable copyright, and trademark law. Please review the company's copyright and trademarks pages for additional details.

We make no warranties or representations to you that your use of any materials displayed on a company website will not infringe the rights of third parties.

## **Disclaimers**

The Company has used reasonable efforts in collecting, preparing and providing quality information and materials, but does not warrant or guarantee the accuracy, completeness, adequacy or currency of the information contained in or linked to this website or any other company website. Users of information from this website or any other company website or links do so at their own risk. We assume no liability or responsibility for any errors or omissions in the content of any company website. The company is not responsible for pricing, typographical, or other errors and reserves the right to cancel without liability any bookings made at erroneous rates. While the company may make changes to the information in any company website or to any company service or product at any time without notice, the company makes no commitment to update the information on a company website.

The materials in the company websites are provided "as is" and without warranties of any kind either express or implied, including without limitation any warranty for materials, information services or other services or products provided through or in connection with any company website. To the fullest extent permissible pursuant to applicable law, company disclaims all warranties, express or implied, including, but not limited to, implied warranties of accuracy, merchantability and/or fitness for a particular purpose.

The company does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site or any other company website or the server(s) that makes the company websites available are free of viruses or other harmful components.

To the fullest extent allowed by applicable law, the company does not warrant or make any representations regarding the use or the results of the use of the



materials in this website or any other company website in terms of their correctness, accuracy, reliability, or otherwise. You (and not the company) assume the entire cost of all necessary servicing, repair, or correction.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

### **Limitation of Liability**

Under no circumstances, including, but not limited to, negligence, shall the company be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this website or any other company website, even if the company or a company authorized representative has been advised of the possibility of such damages. In no event shall the company's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing this site or any other company websites.

### **Governing Law**

These terms and conditions shall be governed in accordance with the laws of England, excluding provisions regarding conflicts of law. Participants agree to submit to the exclusive jurisdiction of the Swedish courts for all matters (including contractual and non-contractual disputes).

### **Website Copyrights**

Unless otherwise expressly noted, all materials, including images, illustrations, designs, icons, photographs, appearing anywhere on a Company website are protected by worldwide copyright laws and treaty provisions. The copyright on such materials is held by or on behalf of the original creator of the materials. None of the materials may be copied, reproduced, displayed, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described in the Linking Policy section or with the specific cruise brand's prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on company website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.



U.S. Government Rights: United States Government license rights in the materials appearing on Company websites are limited to those mandatory rights identified in ARS 252.227-7015(b) and all other applicable laws and regulations. All other use is prohibited without the prior written approval of the applicable cruise brand. Use of any of the materials appearing on company websites by the Government constitutes acknowledgment and acceptance of the Company's proprietary rights in the materials.

## **Trademarks**

The trademarks, service marks, logos and graphics (the "Trademarks") appearing on company websites are registered and unregistered trademarks of Royal Caribbean International's or its subsidiaries (collectively, "Royal Caribbean") or others.

Other product names used in this publication are for identification purposes only and may be trademarks of their respective companies. No license or right is granted by implication, estoppel or any other means to use any Trademark appearing on Company websites.

Any use of Royal Caribbean's Trademarks or linking to a company website must follow the terms set out in our Linking Policy section. A partial list of the trademarks owned by Royal Caribbean and its subsidiaries, is set out below. If you are unsure whether a trademark, service mark, logo or graphic not on the list is the property of a company or if you have any questions about the use of Royal Caribbean's Trademarks please contact our Webmaster. Royal Caribbean vigilantly enforces its intellectual property rights and will actively seek the recovery of any costs and damages it may incur preventing the misuse or misappropriation of its property.

Partial List of Royal Caribbean's Trademarks: Royal Caribbean International®, Royal Caribbean®, The Nation of Why Not®, Allure of the Seas<sup>SM</sup>, Oasis of the Seas®, Liberty of the Seas®, Freedom of the Seas®, Independence of the Seas®, Brilliance of the Seas®, Navigator of the Seas®, Vision of the Seas®, Splendour of the Seas®, Grandeur of the Seas®, Majesty of the Seas®, Monarch of the Seas®, Club Royale<sup>SM</sup>, Savor<sup>SM</sup>, Save the Waves®, Gold Anchor Service®, Viking Crown Lounge®, CocoCay®, Labadee®, The Wilderness Express®, Adventure Ocean®, My Time Dining®.



## Linking Policy For Travel Agents

These *Terms and Conditions of Use* apply to the entire group of company websites. Many company websites contain links to or frames of non-company websites. We try to include links and frames only to other sites that are in good taste, but we do not control nor are we responsible for the contents of those sites. Similarly, we cannot guarantee that such non-company websites will not change without our knowledge. The inclusion of a link to or frame of any non-company websites does not imply the company's endorsement of the linked or framed sites or their content. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

The company encourages links to its internet sites by bona fide travel agents. Any such links to a company website must conform to the following rules:

Unless the company provides you, the travel agent, with prior authorization in writing, any link to a company website must use one of the logos which are protected by trademark law.

The company grants you a limited license to use these logos but does not transfer title in these logos to you. The logos may only be used as an active link to the appropriate Royal Caribbean or Celebrity Cruises site. To download the Royal Caribbean logo please log into Club Royal and visit the Marketing Toolbox.

- You may not use the logos to imply that any portion of the company has sponsored or endorsed your website without receiving the prior written permission of the company
- You may not alter the logos in any way, including proportions or colors and may not animate or morph the logos to change their appearance.
- You may not use the logos on any site which, in the company's sole discretion, disparages Royal Caribbean, Celebrity Cruises, Azamara or their affiliates or their respective products or services.
- The logos may only be used on World Wide Web pages which, in the company's sole discretion, make accurate references to the company and its products and/or services. The logos must be placed on the same page as the reference to Royal Caribbean or Celebrity Cruises and as close to the reference as feasible.
- Any link to a company website must only be to that site's home page. As an example, the home page of various company websites may be viewed and



accessed from the link displayed beneath the logos listed below. No "deep linking" to other pages on a company website is permitted without the company's prior written consent."

- The company may, in its sole discretion, terminate your right to use these logos at any time. The company may take action against any use of the logos that does not conform to these policies or that infringes any right held by the company and will actively seek the recovery of any costs it may incur preventing any such misuse or damages that may result from such misuse.

### **Other Logos and Graphics**

No logos or graphics other than those listed here may be used without the prior written approval of the company. Any unauthorized use of any materials contained on a company website may result in criminal or civil penalties and the company will actively seek the recovery of any costs and damages it may incur preventing the misuse or misappropriation of its property.

### **TERMS AND CONDITIONS GOVERNING USAGE OF OUR IMAGES**

By making use of the Image Library in our Marketing Toolbox you agree the following conditions:

All images for download shall be used exclusively by Approved Trade Partners to promote the sale of Royal Caribbean International cruise holidays only.

You undertake that your use of any advertisement by you featuring any image(s) deriving from the Image library must strictly adhere to the terms and conditions of the specific image which shall include, but not necessarily be limited to, conditions relating to the following:

- Permitted distribution channel(s);
- Geographic scope of use;
- Duration in time an image may be used for;
- If any credit to the author is required; and
- Any special terms and conditions or permissions applicable to any asset.

See Image Library for terms and conditions relating to any specific images you wish to make use of. Please ensure you check the terms and conditions relating to the use of any image immediately prior to commencing any marketing/PR campaign utilizing such image(s).





Notwithstanding compliance with any restrictions on image usage as may be applied to the use of any image, any advertisement featuring any image(s) from the Image library must also be used strictly in accordance with any brand guidelines provided to you from time to time.

You undertake that you will not give access to, provide, share or distribute images to third parties for their own usage outside of your organization or for any purpose other than specified at 1 or as permitted by us.

You will not modify any image(s) without our express written permission.

You will immediately inform us in the event of any third -party claim relating to your use of such images.

You will indemnify us for any losses we incur as a result of any breach of these terms and conditions or the license to use any image by you. Losses include, but are not limited to, fines, charges, fees, penalties, costs, expenses, compensation, damages and expenses.

You will be solely responsible for any third-party costs, including without limitation, residuals, fines, fees or other payments if you make use of any asset outside any limitations notified to you relating to any image.

