

Refer-a-Friend Terms and Conditions

SP Cruises OpCo Limited d/b/a Azamara (hereinafter referred to as “Azamara,” “Azamara Cruises,” “we,” or “Company”) is offering advocates of Azamara the opportunity to refer friends via a Referral Program (“Program”) offered on the web site located at <https://refer.azamara.com/> (the “Site”).

- 1. Binding Agreement.** By using the Site, participating in the Program or booking or referring a friend for an Azamara cruise, advocates and referred friends are bound by these Terms and Conditions (“Terms”) and indicate their agreement to them. All of the Company’s decisions are final and binding.
- 2. Privacy.** The personal information collected, processed, and used as part of the Program will be used in accordance with the Company’s Privacy Statement, which is available [here](#).
- 3. Eligibility.** There are two different groups of people in this Program: (i) the Referrer (i.e., the Azamara advocate that is referring a friend) (the “Referrer” and/or “Advocate”) and (ii) the Referred Friend (i.e., the friend that is being referred to Azamara by the Advocate) (the “Referred Friend” and/or “Friend”). Both the Referrer and the Referred Friend must be at least 18 years old at the time of program participation. The Referred Friend must be new to Azamara or have not previously booked an Azamara cruise in the last 5 years, as determined by Azamara in its sole discretion. Referrer may not be a member of a travel agency or trade partnership, as determined by Azamara in its sole discretion.
- 4. How Advocates can Refer a Friend.** Advocates can create a personal shareable link or send an email to their friend via the hosted referral webpage <https://refer.azamara.com>. The link is shareable through social media, text messages, or email, allowing their friends to participate by clicking on it. The Referred Friend must meet the eligibility criteria as stated in the "Eligibility" section of this program. After the Advocate successfully submits the Referred Friend's information via the Site or shares their shareable link to their friend, and Azamara subsequently verifies the friend's eligibility upon their program registration, Azamara will send an email invitation to the Referred Friend to participate in the program by booking an Azamara cruise.
- 5. How Referred Friends Sign-up:** To participate in the program, the Referred Friend must first sign up via the Advocate's shared link by entering their email address. Successful registration is required to become eligible for the program. After a successful registration, the Referred Friend has the flexibility to make a booking through one of the preferred methods: The Azamara.com website, by calling their local Azamara call center number or by booking through their preferred Travel Partner. The Referred Friend must book their reservation using the same email address with which they registered for the program. Azamara shall not be responsible for honoring the program if the Referred Friend or Travel Partner does not successfully input the correct contact information when creating the reservation, this

includes, legal first and last name, date of birth and email address needed for the Referred Friend to qualify for the program's reward.

6. **Rewards.** Both the Advocate and the Referred Friend are eligible to each receive a \$200 USD Visa E-Gift Card. Once the Advocate has successfully referred a friend who is new to Azamara or have not sailed with Azamara in the last 5 years, and when the referred friend makes a booking with a deposit equal to or exceeding the total reward amount for both parties (\$400 USD), the Advocate will be eligible to receive a \$200 USD Visa E-Gift Card. The referred friend will receive their \$200 USD Visa E-Gift Card when their booking remains uncanceled and is within 90 days before the sailing's departure date. Advocates may earn a maximum of 2 rewards per calendar year. When claiming and redeeming the reward, both the Advocate and the Friend have the option to specify their preferred currency for receiving the reward. The value of the gift card and any restrictions will be as stated in the program or as communicated by Azamara. Rewards are subject to verification. Azamara may delay a reward for the purposes of investigation. Azamara may also refuse to verify and process any transaction for any reason. Unless otherwise stated, rewards have no monetary value and may not be redeemed for cash. The reward is not transferable and may not be auctioned, traded, bartered or sold.
7. **Restrictions.** Referrers cannot refer themselves or create multiple, fictitious or fake accounts with the Company or participate in the Program as "Friends." Subsequently, it is prohibited for the Referrer to make fake bookings, in an attempt to receive program benefits. Any such actions will result in the immediate disqualification from the program and the forfeiture of any accrued rewards. Neither the Referrer or the Referred Friend may use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene, or outside the spirit and intent of the Program. In addition, you may not: (i) tamper with the Program, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Program. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

Employees of the Company or any of its or their subsidiaries, affiliates, or promotional agencies are not able to participate.

8. **Restricted Rates:** Program is not available to reservations made under Complimentary Cruises, Interline Rates, Individual & Group Incentive, Contracted Groups, Charter Sailings, or Travel Agent rates.
9. **Liability. REFERRER AND REFERRED FRIEND UNDERSTAND AND AGREE THAT THE RELEASED PARTIES (DEFINED BELOW) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT,**

INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). By participating in the Program, you agree to defend, indemnify, release, and hold harmless the Company, Extole, Inc., as the provider of the referral service, and their respective parent companies, affiliates, and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to the Program (including, without limitation, any property loss, damage, personal injury, or death caused to any person(s)) and/or the awarding, receipt and/or use or misuse of any benefit in the Program. To be clear, the Released Parties shall not be liable for any technical errors or malfunctions, data theft or corruption, any printing or typographical error, or any damage to any computer system resulting from participating in or accessing or downloading information in connection with the Program. The Released Parties shall not be liable to any users for failure to supply any advertised benefit, by reason of any acts of God, any action or request by any governmental or quasi-governmental entity (whether or not valid), or any other activity or action that is beyond any of the Released Parties' control. **TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$200 USD (I.**

- 10. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE AND GIVE NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.**

11. **Bulk Distribution (“Spam”).** Each Referrer is the actual sender of the emails and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues, and family members. By submitting any email address as part of the Program, the Referrer represents that they have the appropriate permission and consent from the individual to share their email address with Azamara. Bulk email distribution, distribution to strangers, or any other use of the services described herein in a manner that is not promoted is expressly prohibited and may be grounds for immediate termination and further legal action. The Company has no obligation to monitor the Program or any communications, however, the Company may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program. **Referrers who do not comply with the law, including anti-spam laws, are obligated to indemnify the Program Entities against any liabilities, costs and expenses it incurs as a result of such spam.**
12. **Sign-In Credentials.** Users are responsible for maintaining the confidentiality of any sign-in credentials and are fully responsible for all activities that occur through the use of them. Users agree to notify the Company immediately if they suspect unauthorized access to their account. Users agree that the Company will not be liable for any loss or damage arising from unauthorized use of their credentials.
13. **Right to Cancel, Modify or Terminate.** Azamara reserves the right to reject any referral request, discontinue or change the Offer without notice.
14. **DISPUTES/GOVERNING LAW.** In the event of any claim or dispute, entrants submit to the exclusive jurisdiction and venue of the Courts of the State of Florida and application of Florida law without regard to choice of laws.