

## Celebrity Rewards

### PROGRAM

### TERMS & CONDITIONS

YOUR PARTICIPATION IN THE CELEBRITY REWARDS PROGRAM IS SUBJECT TO THESE TERMS AND CONDITIONS. BY ENROLLING IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

#### Helpful Reminders for Celebrity Rewards Members:

- We suggest that you visit and log in to your profile on the Celebrity Rewards website on a regular basis to claim your bookings, as they must be claimed within 90 days of making the booking in order to be eligible for rewards points.
- Look out for your monthly “Celebrity Rewards Account Statement” in your email (including your junk folder), since it serves as a great reminder to claim your bookings.
- Apply for your reloadable Celebrity Rewards Mastercard™ on [www.celebrityrewards.com](http://www.celebrityrewards.com) as soon as you register for Celebrity Rewards, since it can take up to 28 days after approval for your Mastercard to arrive. Without this Mastercard, you will not be able to participate in the Program or redeem point.
- You can start to redeem your points for cash reloads once you have accumulated 2,500 points (worth \$25).
- Ask the Celebrity Rewards Helpdesk Team any questions you may have using the [CONTACT US](#) page on [www.celebrityrewards.com](http://www.celebrityrewards.com).

#### ELIGIBILITY

Celebrity Cruises Inc., a Liberian corporation (“we”, “us”, “our” or “Celebrity”) operates this trade promotion and loyalty program which is known as the Celebrity Rewards program (the “Program”). The Program allows eligible travel agents (but not travel agencies) who enroll in the Program and obtain a Celebrity Rewards Mastercard to earn points and redeem those points for various items subject to these Terms and Conditions.

To enroll and participate in the Program, you must satisfy each of the following requirements:

- You must be an individual. The Program is not open to corporations, partnerships or other entities;
- You must be a travel agent located in the fifty states of the United States of America, in Canada, in Puerto Rico in Bermuda, or in one of the Caribbean Islands. As used herein, “Caribbean Islands” means the following countries: Aruba, Anguilla, Antigua and Barbuda, Bahamas, Barbados, Bonaire, Cayman Islands, Curacao, Dominica, Grenada, Haiti, Jamaica, Netherlands Antilles, Saint Kitts & Nevis, Saint Lucia, St. Kitts, St. Maarten, Sint Maarten, Turks and Caicos, Trinidad and Tobago, St Vincent & Grenadines, and the U.S. and British Virgin Islands;
- If you are self-employed, you must be registered as a travel agency authorized to promote and book Celebrity cruises in North America, or Puerto Rico and the Caribbean Islands, and in good standing (i.e., on active “book” status) with Celebrity;
- If you work for a travel agency, that travel agency must be registered as a travel agency authorized to promote and book Celebrity cruises in North America, or Puerto Rico and the Caribbean Islands, and in good standing (i.e., on active “book” status) with Celebrity (hereinafter, an “Authorized Travel Agency”);
- You must apply and be approved for a Celebrity Rewards Mastercard;
- If you are not already registered as an individual user on [www.cruisingpower.com](http://www.cruisingpower.com), then you will need to register as an individual user on [www.cruisingpower.com](http://www.cruisingpower.com) to ensure that you personally have a log-in and password for Cruising Power.
- You must be at least 18 years old; and
- Where required by applicable law, you must possess a valid license as a travel agent and be in good standing.

- Your participation in the Program must not violate your employer’s/headquarter agency’s policies. Please check your employer/headquarter agency policies before enrolling. If enrollment would violate an employer’s policies or applicable law or if enrollment would be restricted by applicable law, Celebrity may cancel your enrollment and/or your participation in the Program without notice and without liability to Celebrity of any kind and any points or other benefits otherwise provided by the Program shall be forfeited.

Individuals who meet the foregoing requirements are referred to herein as “Eligible Travel Agents.”

## HOW TO ENROLL

Eligible Travel Agents may enroll in the Program by taking the following steps:

- Register as an individual participant in the Program by logging into [www.celebrityrewards.com](http://www.celebrityrewards.com) and completing the online Program enrollment form.
- You must accept the Program’s Terms and Conditions in the manner provided at [www.celebrityrewards.com](http://www.celebrityrewards.com). By applying and/or participating in the Program, you agree to be bound by the Program Terms and Conditions as the same may be modified by Celebrity from time to time, with or without notice. Any failure on your part to comply with these Terms and Conditions, including any abuse of the reward earning criteria or misrepresenting any information to the Program Administrator or on your Celebrity Rewards Mastercard application, may result in immediate termination of your membership in the Program.

If at the time you no longer meet the Program’s eligibility requirements, for example you no longer work for a Travel Agency that is on active “book status” with Celebrity or your employer’s policies changed and no longer permit your participation in the Program, or if you elect to terminate your participation in the Program, then Celebrity may without liability to you or any third party:

- Cancel any Pending Points in your Celebrity Rewards account;
- Permit you to use any points in your Redeemable account balance up to that time in accordance with the terms of the Rewards Program for a period to be determined by Celebrity but not to exceed six (6) months; provided, however, that if the sole cause of your ineligibility is your employer/ headquarter location no longer being authorized to promote and book Celebrity cruises, then you will have ten (10) days to redeem your Redeemable Points. After that ten-day period, any unused Redeemable Points will be canceled without any liability to you or any third party.

## EARNING POINTS

This Program is designed to reward individual travel agents for selling cruises on the Celebrity Cruises fleet of ships. The Program enables Participants to earn points for every Celebrity booking they make, which can then be spent on rewards subject to these Terms and Conditions and any special terms and conditions linked to a temporary bonus points or redemption offer. No points are earned when you book cruises on any other brand, including those operated by Celebrity’s sister brands Royal Caribbean International and Silversea Cruises.

By participating, Eligible Travel Agents can earn Points on “Qualifying Bookings.” A “Qualifying Booking” is a new, active, booking for a Celebrity’s cruise made by you, with guest names and with full deposits paid, and not claimed by another participant. Within ninety (90) days from the date that you made a Qualifying Booking, you must “claim” the Qualifying Booking. Claims submitted after that ninety (90) day period will not be honored. To claim a Qualifying Booking, you must provide all required information at [www.celebrityrewards.com](http://www.celebrityrewards.com). Qualifying Booking cannot be transferred. Qualifying bookings can be either individual reservations or group reservations other than Seminar at Sea groups or groups with travel agent rates or Friends and Family rates, which are not eligible. Bookings made prior to your enrollment in the Program can be claimed as Qualifying Bookings provided they meet all of the criteria and are claimed within the specified ninety (90) day period from the date of booking.

Provided that they meet all of the criteria and are timely claimed, Qualified Bookings are worth the following Core Points:

- 500 Core Points (worth \$5) – Inside, Ocean View and Veranda
- 750 Core Points (worth \$7.50) – Concierge and AquaClass
- 1000 Core Points (worth \$10) – Retreat Sky and Celebrity Suites
- 1500 Core Points (worth \$15) – Retreat Upper Suites
- 1500 Core Points (worth \$15) – Galapagos All Suites

There is no limit on the number of points that you can accumulate in the Program.

The Core Points and/or Bonus Points associated with a Qualifying Booking will not be credited to your account as Redeemable Points unless and until the booking remains active past its final payment due date, Celebrity has been paid in full for the booking, and the travel agency it is attributed to continues to be Authorized Travel Agency at such time.

Under no circumstances will any of the following be treated as "Qualified Bookings" and therefore shall not be eligible for any Core Points or Bonus Points: (a) bookings made in violation of any Celebrity policy; (b) bookings on any cruise covered by a guest accommodation agreement (commonly referred to as a "chartered" sailing); (c) bookings made at travel agency rates or Friends and Family rates; (d) bookings in Seminar at Sea groups; (e) non-revenue bookings or bookings for which the cruise fare is complimentary, such as berths for which a tour conductor credit is being applied; (f) bookings made with a travel agency future cruise credit or voucher; or (g) any Future Cruise 'Cruise Later' booking references made onboard a Celebrity ship..

Qualified Bookings made at net rates will be eligible for Core Points only. Bookings made at net rates are not eligible for any Bonus Points incentives.

From time to time, Celebrity may run promotions allowing Program participants to earn Bonus Points, subject to the terms and conditions of the promotion. Any active Bonus Points promotions can be viewed once logged in at [www.celebrityrewards.com](http://www.celebrityrewards.com).

Points can be earned on Future Cruise 'Cruise Now' bookings, for which the ship and sail date are selected at the time of booking, made onboard. These points should appear on your weekly bookings update under 'claim my bookings'. Onboard Future Cruise 'Cruise Now' bookings must be attributed to you (if you are self-employed), or your employer Travel Agency's, booking phone number at the time when the booking is made onboard. Otherwise, these bookings will not be captured on the Celebrity Rewards reports and will therefore not be eligible for any points. This cannot be corrected later by any means, such as by transferring the booking to the correct agency phone number.

If you claim and earn Redeemable Points for a Qualified Booking that is subsequently cancelled, the amount of points originally awarded for that booking will be deducted from your account, even if the Redeemable Points have already been spent on rewards or that results in a negative balance. You can view bookings with a 'Cancelled' status at any time on your "Account Summary" page.

You may check your Account Balance at any time by visiting [www.celebrityrewards.com](http://www.celebrityrewards.com) and logging into your account.

## **REDEMPTION**

In order for the associated points to be reflected on your account, you must claim each Qualified Booking via the Celebrity Rewards Website no later than: (i) 90 days from the date that the booking was created, if it was created before the final payment due date; or (ii) the date of sailing, if the booking was created after the final payment due date. After that, the booking cannot be claimed.

Provided that your claim was timely submitted via the Rewards Website, you are still an Eligible Travel Agent, and the booking is a Qualified Booking, the associated points will be added to your Pending Points Balance. Pending Points will automatically transfer to your Redeemable Points Balance provided that the booking remains active, reaches the final payment due date and Celebrity has been paid in full for the booking, and the travel agency of record is still an Authorized Travel Agency.

If not used, your Redeemable Points will automatically expire and have no value upon the sooner of: (i) two years from the date when those points became redeemable; (ii) if you have been inactive, meaning you have not claimed a Qualified Booking under the Program or transferred any Redeemable Points to your Celebrity Rewards Mastercard, for one year or longer; or (iii) Celebrity terminates the Rewards Program.

Rewards are not transferable under any circumstances. Celebrity's decision on reward allocation is final and no correspondence will be entered into regarding the same.

There is no guarantee that the reward(s) offered under the Program will be available to every applicant or participant. Currently, the only rewards offered under the Program are administered using Redemption Points which may be spent only by using a reloadable Celebrity Rewards Mastercard. Eligibility for the Celebrity Rewards Mastercard is determined by the Mastercard's issuing bank. If your application for the Celebrity Rewards Mastercard is denied, you will not be eligible to participate in the Program.

If your application for the Celebrity Rewards Mastercard is approved, it can take up to 28 days to receive your Celebrity Rewards Mastercard. Note: Your application must reflect a U.S., Puerto Rico, Bermuda, Caribbean Islands or Canadian address (in the state or country where you reside) for delivery of the Celebrity Rewards Mastercard and ensure that a nominated representative will be available to sign for the delivery of the Celebrity Rewards Mastercard.

Once you receive your Celebrity Rewards Mastercard, you can use it to redeem your available Redeemable Points for an equivalent monetary value. For the first redemption, you need to have at least 2,500 available Redeemable Points (value of \$25.00) in your Celebrity Rewards account. The Mastercard can then be loaded and reloaded with Redeemable Points as and when they become available to transfer and redeem on an ongoing basis. Redeemable Points transferred from your Celebrity Rewards account to your

Celebrity Rewards Mastercard can take up to 28 days to appear on your Mastercard balance as funds available to spend. There are no transaction and other fees associated with the use of the Celebrity Rewards Mastercard.

However, Participants bear full responsibility for paying all taxes owed on rewards they receive under the Program.

## Definitions

As used in these Terms and Conditions, the following capitalized terms shall have the meanings specified below unless expressly stated otherwise:

**Account Balance** – means the points associated with a Participant’s account as recorded on the Rewards Website as a Redeemable Points Balance or a Pending Points Balance.

**Authorized Travel Agency** – means a travel agency registered with Celebrity as authorized to promote and book Celebrity cruises in North America, or Puerto Rico and the Caribbean Islands, and in good standing (i.e., on active “book” status) with Celebrity.

**Core Points** – means the base points awarded to a participant for a Qualified Booking. Core Points do not include Bonus Points for any additional point earning incentives.

**Program Administrator** - means Motivforce Marketing & Incentives Ltd (company number 07669029) whose registered office is at The Long Barn, Down Barn, Cobham Park Road, Surrey, KY11 3NE, United Kingdom, or any other program administrator appointed by Celebrity.

**Redeemable Points Balance** – means the total number of points that have been earned by a participant and which are eligible to be transferred by a participant to his or her Celebrity Rewards Mastercard.

**Pending Points Balance** – means the total number of points that will be transferred to the Redeemable Points Balance provided that the corresponding booking remains active, reaches the final payment due date and Celebrity has been paid in full.

**Booking Data** – Bookings and sales figures received by Celebrity and converted to points on the Rewards Website for the purposes of Program.

**Rewards Website** – means [www.celebrityrewards.com](http://www.celebrityrewards.com).

In relation to the interpretation of these **Terms and Conditions** and/or any advertising or marketing materials used by Celebrity in connection with the Program, the decision of Celebrity is final.

## GENERAL

1. Celebrity is not required to continuing offering the Program, or any award, reward or benefit under the Program, for any minimum about of time. Celebrity reserves the right to change, amend, terminate or suspend the Program, in whole or in part, at any time with or without notice. Further, Celebrity reserves the right to terminate the Program at any time without individual notice to you or any other participant. Upon the effective date of the Program’s termination, the following rules shall apply:
  - Effective as of the effective date of the termination, any Qualified Bookings you make will no longer be eligible to potentially earn Redeemable Points and no new claims for points may be submitted;
  - If, as of the effective date of such termination, your Pending Points Balance together with your Redeemable Points Balance when combined would be sufficient to allow you to redeem Redeemable Points for a reward, your Pending Points will not be cancelled until six (6) months after that termination date; otherwise, your Pending Points Balance will be terminated as of the effective date of the Program termination;
  - Any Redeemable Points you have but do not transfer to your Celebrity Rewards Mastercard prior to six (6) months after the effective date of the termination of the Program, will automatically expire.
2. Neither Celebrity nor the Program Administrator is responsible for errors including, without limitation, lost, late, damaged, misdirected, illegible, incorrect or incomplete communications, transmissions, or technical failures in connection with enrollment, transactions, inquiries, or any other type of communication, even if it is determined that its system or procedures or any other act or omission on our part caused the error.
3. You agree not to interfere or attempt to interfere with the operation of the Program in any manner or attempt to gain unauthorized access to the information we hold about your or anyone else’s participation in the Program. You agree that you will not use the Program in any manner that could damage, disable, overburden, or impair the Program or interfere with any other travel agent’s participation in the Program. Your disclosure of information to us is governed by Celebrity’s privacy policy, which can be found at [www.celebritycruises.com](http://www.celebritycruises.com).

With respect to any and all questions, interpretations or disputes regarding the meaning or interpretation of these Terms & Conditions, our determination, in our sole discretion, shall be final and binding for all purposes. Celebrity’s decision on all matters pertaining to

the Program is final and binding.

4. You agree to indemnify, release and hold harmless Celebrity Cruises Inc., its parent, affiliates, subsidiaries, licensees and their respective shareholders, officers, directors, employees, agents, successors and assigns, from and against any claim, demand, threat or action that may arise out of or in connection with the Program, the earning of rewards, your enrollment, participation and your acceptance or use of any award, reward or benefit you may obtain or have available to you in connection with the Program.
5. It is your sole responsibility to ensure the accuracy and completeness of the information you provide, and we obtain (or fail to obtain) in connection with your participation in this Program. You must notify the Program Administrator in writing of any change to your address, contact details, or employer by sending their details to the Celebrity Rewards Helpdesk via the "Contact Us" page on [www.celebrityrewards.com](http://www.celebrityrewards.com) no later than 10 days after the change.
6. It is your responsibility to keep passwords and username details secret. Celebrity accepts no responsibility for any loss suffered because of a participant's failure to maintain account security.
7. Points awarded and/or the activities of participants may be subject to random audit procedures at the discretion of Celebrity or the Program Administrator during or subsequent to the completion of the Rewards Program. In the event of any suspected irregularities, misuse, or fraud, Celebrity shall be entitled to terminate your participation in the Program without any liability whatsoever.
8. No pooling of points will be accepted and any participants who are found to be pooling points will have all Pending and Redeemable Points removed from their Account Balances and dissolved and their participation in the Program will be terminated with immediate effect.
9. It is your sole responsibility to log on to the Rewards Website to claim the Qualified Bookings you yourself have made. Any point discrepancies should be directed to the Celebrity Rewards Helpdesk via the "Contact Us" page on [www.celebrityrewards.com](http://www.celebrityrewards.com). Please include the detail and nature of the alleged discrepancy and allow 48-72 hours for the Helpdesk to respond to your query.
10. Points earned by a participant are not transferable. If you have Redeemable Points and change employers but remain within an Approved Travel Agency, your Redeemable Points will remain in your Account Balance, but all of your Pending Points will be forfeited. Any Qualified Bookings you made but have not claimed on or before the last date of your employment with the original employer can no longer be claimed.
11. Rewards will be transferred to a participant's Celebrity Rewards Mastercard in the primary currency used by Celebrity for paying commissions to the Authorized Travel Agency of record on the booking.
12. The Terms and Conditions, and any claim, controversy or dispute arising under or related to it, will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles.
13. CLASS ACTION RELIEF WAIVER. YOU HEREBY AGREE THAT YOU MAY BRING CLAIMS AGAINST CELEBRITY ONLY IN YOUR INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY LAWSUIT AGAINST CELEBRITY CRUISES INC., OR ITS AFFILIATES, SUBSIDIARIES OR PARENT COMPANIES WHATSOEVER SHALL BE LITIGATED OR ARBITRATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.
14. Alternative Dispute Resolution. Any controversy or claim arising out of or relating to the Program and/or these Terms and Conditions shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, contents, or results of any arbitration hereunder without the prior written consent of both parties. The number of arbitrators shall be one. The language of the arbitration and any award entered shall be English. Each party will, upon written request of the other party, promptly provide the other with copies of all documents relevant to the issues raised by any claim or counterclaim. At the request of a party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of two per party. Each deposition shall be limited to a maximum of three hours. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. The award shall be made within three (3) months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as required by statute. The arbitrator will not award consequential damages in any arbitration initiated under this Section. The award of the arbitrator shall be accompanied by a reasoned opinion. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
15. Regardless of the form of action or the basis of the claim, under no circumstances and in no event shall Celebrity or the Program Administrator be liable for: (a) any indirect, incidental, consequential, special, exemplary or punitive damages of any kind in connection with the Program and/or these Terms and Conditions; or (b) for any direct, compensatory or other damages in an amount in the aggregate, in excess of actual provable damages or \$300, whichever shall be less.

16. The Program is void where prohibited by federal, state or local law. These Terms and Conditions set forth all the terms of the Program in addition to, and supplement, the Program redemption rules that govern the redemption of points, and any other redemption rules provided by us or our agents. Neither Celebrity nor the Program Administrator has any other obligation with respect to the Program beyond those described in these Terms and Conditions.

#### **TERMINATION**

You may only have one valid registration with the Program. In the event you have multiple account numbers with the Program, Celebrity may terminate all or, at its discretion, all but one of those account numbers without notifying you and without liability to Celebrity of any kind. If Celebrity terminates your enrollment and/or participation in the Program for having more than one account, any points or other benefits otherwise provided by the Program shall be forfeited.

If you abuse any aspect of the Program, fail to follow the Terms and Conditions, or make any misrepresentation in connection with the Program, your participation in the Program will be terminated, all unredeemed points shall be forfeited and no additional points shall accumulate. **All decisions by Celebrity are final.**

Any tampering with the Rewards website such as modifying, adapting, translating or reverse engineering any portion of the website will result in your immediate removal from the Program and you may incur financial penalties as well.

Once enrolled, you may terminate your participation in the program at any time by providing notice in writing to the Program Administrator via the "Contact Us" page on [www.celebrityrewards.com](http://www.celebrityrewards.com).

Points, whether Pending or Redeemable, are not the property of the participant, are not transferable, have no cash value (except for Redeemable Points to the extent specifically enumerated in the Redemption Rules), and cannot be used as payment of any obligation to Celebrity or any of its affiliates. Any points (both Pending and Redeemable) shall be permanently forfeited if your account is closed by you, terminated by Celebrity or the Program Administrator, or upon your death.

#### **DATA USAGE CONSENT**

By applying for and/or participating in the Program, you agree that: (i) Celebrity and the Program Administrator are permitted to share your personal information with each other for purposes of administering the Program; (ii) the Program Administrator is permitted to share your personal information with third party suppliers of goods and services for the purpose of arranging delivery of rewards; (iii) the Program Administrator is permitted to use unidentifiable aggregate data which includes your personal information for purposes of obtaining statistical data relating to any aspects of the Program and is permitted to share such information with Celebrity on an aggregated basis; and (iv) Celebrity may contact you from time to time by email with information or advertisements related to Program-related rewards, points and promotions.

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