

**TERMS AND CONDITIONS FOR ROYAL CARIBBEAN GROUP'S  
"RCL CARES" OFFER  
TO GUESTS BOOKED WITH CRYSTAL CRUISES ON THE SHIP CRYSTAL ENDEAVOR**

**The RCG Endeavor Offer (the "Offer"):**

On July 18, 2022, Royal Caribbean Group ("RCG"), announced its acquisition of the cruise ship, Endeavor. Originally delivered to Crystal Cruises ("Crystal") in 2021, the ship will be renamed Silver Endeavour when it officially joins the Silversea Cruises fleet this month. While RCG's acquisition only covered the physical vessel, under the RCL Cares® Program, RCG is offering to protect the deposits of guests who were booked on Crystal Endeavor cruises cancelled after Crystal's parent company filed for bankruptcy protection on January 19, 2022.

Eligible guests who meet the requirements of the Offer will receive a RCG cruise credit (on Royal Caribbean International, Celebrity Cruises and/or Silversea Cruises) not to exceed the amount of the cruise fare and related taxes/fees paid by the guest to Crystal for the qualifying Crystal Endeavor booking (collectively, the "**Fare**"), less all amounts received by the guest in refunds or recovery from any source (the "**Credit Amount**"). Amounts paid by guests to Crystal for shore excursions, beverage packages, or other pre-cruise purchases, shall not be included in the Fare for purposes of the Offer.

**Offer Period:**

The Offer is available from July 18, 2022 through November 30, 2022, inclusive (the "**Offer Period**") only. Eligible Bookings (as defined below) and the guest's application to claim the Offer must be made during the Offer Period.

**Eligible Bookings:**

Subject to meeting the terms and conditions of the Offer, the Credit Amount will be valid for use toward the cruise fare and related taxes/fees for new eligible booking(s) made during the Offer Period on any Royal Caribbean International, Celebrity Cruises or Silversea Cruises cruise, regardless of sail date ("**Eligible Bookings**").

A cruise booking is treated as having been made when: (a) the reservation has been confirmed by the cruise line; (b) guest name(s) have been added; and (c) the initial deposits required by the cruise line have been paid to the cruise line. Bookings on Royal Caribbean International, Celebrity Cruises or Silversea Cruises that had guest names on them prior to the start of the Offer Period will be treated as having been made prior to the Offer Period; they cannot be cancelled and rebooked under this Offer. Any change(s) to the ship or sail date of an Eligible Booking made after the Offer Period will be treated as a cancellation and rebooking, thereby causing the booking to become ineligible for the Offer.

Eligible Bookings may include individual or group bookings; however, if the group has a contracted reservation with the cruise line, bookings within that group will be eligible only if the contract with Royal Caribbean International, Celebrity Cruises or Silversea Cruises was signed during the Offer Period.

Bookings on chartered sailings are not eligible under any circumstances. In addition, bookings made on Royal Caribbean International, Celebrity Cruises or Silversea Cruises using the following rates or promotions are not eligible: travel advisor reduced rates, FAM/Seminars at Sea bookings, Friends and Family rates, or Inter-line reduced rates,

**Offer Eligibility:**

The Offer is available to guests who: (a) had an active<sup>1</sup> booking on a Crystal Endeavor cruise that was cancelled by Crystal after January 19, 2022; (b) have not received a full refund of the Fare; and (c) do not recover (or are not eligible to recover) repayment of the Fare from another source, including without limitation, credit card chargeback; travel insurance; assignee for the benefit of Crystal creditors; or a Crystal performance bond. Eligible guests are hereinafter referred to as "Guests" or "you."

For the avoidance of doubt, the following guests are not eligible for the Offer:

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<sup>1</sup> "Active," meaning not cancelled by the guest prior to Crystal's cancellation of the cruise.

- Guests who cancelled their Crystal Endeavor booking prior to cancellation of the cruise, and have received (or will receive) the applicable refund (if any was due) from Crystal.
- Guests who were booked on a chartered Crystal Endeavor sailing. (Guests booked under a charter agreement should contact their travel organizer for more information.)
- Any person other than the Guest (or their legal appointed attorney or executor) who paid the Fare on an eligible Crystal Endeavor cruise booking.

#### **Process for Claiming the Offer:**

During the Offer Period, Guests must: (a) make one or more Eligible Bookings, either through their travel advisor or directly with the RCG cruise brand, and adhere to the chosen cruise line's standard payment terms; and (b) submit an application to RCG for the Offer.

As part of the application, Guests (or their travel advisor) will be required to complete a questionnaire and submit that to RCG by November 30, 2022, along with a copy of the Crystal booking confirmation and/or invoice reflecting the ship (Crystal Endeavor), sail date, and Fare paid. Guests who apply for the Offer may, at RCG's discretion, be required to submit additional information and documentation to RCG to establish the Guest's eligibility, as well as the Credit Amount.

Note: Guests (and their travel advisors) are advised to redact all but the last four digits of any credit card, social security or other tax ID numbers from all documentation prior to submitting copies to RCG.

To the extent that Guests share personal data with RCG, it will be held in compliance with RCG's Privacy Policy and used only to process applications for the Offer and to manage Eligible Bookings. As a "Data Controller" as defined in the EU General Data Protection Regulation ("GDPR"), RCG is responsible for the personal data you provide to us and will only share such personal data within RCG and with our suppliers and business partners if we have a legitimate reason permitted by law, such as to facilitate your acceptance of this Offer. For more information on how we process personal data, please see RCG's [Privacy Policy](#).

#### **Recovery from Other Sources; Timing:**

Guests must seek to recover from all sources of refunds or other recovery still available to the Guest, and provide RCG with documentation to establish that you have done so.

Guests wishing to sail under an Eligible Booking while collections from other available sources remain pending will be responsible for full payment of the Eligible Bookings. In such event, should the Guest be unable to finally recover any portion of the Fare, as determined by RCG, RCG will reimburse the Guest for the Credit Amount to be applied against the Eligible Booking(s).

Guests who complete all efforts to collect from other available sources prior to sailing will need to pay initial deposits during the Offer Period in order to make an Eligible Booking. Once the Guest's eligibility and the final Credit Amount are approved, RCG will apply the Credit Amount to the Eligible Booking. If the Credit Amount is less than the cruise fare and taxes/fees for the Eligible Booking, the Guest will be required to pay the balance due, prior to sailing. However, if the Credit Amount is sufficient to cover the entire cruise fare and taxes/fees for the Eligible Booking, after the Guest sails, RCG will reimburse the Guest for the deposits paid.

**NOTE: In order to claim the Offer, you will be asked for written confirmation that: (a) you have not received any compensation or a refund of the Fare from any other source for your cancelled Crystal Endeavor booking; (b) if you or any of our booking party do receive any compensation or refund of the Fare from any other source for the cancelled Crystal Endeavor booking, you will notify RCG in order to revoke or reduce your Credit Amount, and/or return to RCG any additional monies paid to you under this Offer; and (c) you are aware that failure to do either of the above (if applicable) may constitute fraud.**

#### **Booking Process:**

Eligible Bookings may be created across all traditional booking outlets. There are no restrictions. Feel free to contact our team of trained agents at 1-877-353-4281 if further assistance is needed.

All such reservations are subject to availability and prevailing fares and offers in the Guest's market at the time of booking.

Guests in the EU that choose to apply for the Offer and who make an Eligible Booking will benefit from all statutory protection and financial bonding applicable to RCG cruise package holidays.

All Eligible Bookings will be subject to Royal Caribbean International, Celebrity Cruises or Silversea Cruises standard Cruise Ticket Contracts or Booking Conditions, and these are set out at [www.royalcaribbean.com](http://www.royalcaribbean.com), [www.celebritycruises.com](http://www.celebritycruises.com) and [www.silversea.com](http://www.silversea.com), respectively. You should read these carefully before deciding whether to book with one of these RCG cruise brands.

#### **Use of Travel Advisors:**

If a Guest books an Eligible Booking through a travel advisor, his/her travel advisor will be able to earn commission on the booking, including the portion "paid" using an approved Credit Amount, provided the Guest ultimately sails under the booking.

If a Guest works with a travel advisor to book an Eligible Booking, the travel advisor must be one that is authorized by RCG to promote and take bookings for its cruises in the country where the Guest resides. Travel advisors not yet authorized to take bookings with RCG would need to either: (i) work with a travel agent/advisor who is so authorized, or (ii) become authorized by signing up with the RCG office(s) that oversees the sales territory where the Guest resides.

#### **Use of the Credit Amount:**

The final, approved, Credit Amount may be applied solely toward payment of the cruise fares (including any items bundled into the cruise fare) and related taxes/fees on Eligible Bookings. Guests will be responsible for paying any difference in the cruise fare, taxes/fees and gratuities (if not bundled into the cruise fare), as well as any cruise add-ons including, without limitation, air, shore excursions, and other pre-cruise purchases (if not bundled into the cruise fare). These other charges will be the responsibility of the Guest.

If the cruise fare and related taxes/fees for an Eligible Booking are lower than the Credit Amount, the remaining funds will continue to be available for application toward any other Eligible Bookings.

#### **Expiration; Sharing the Credit:**

Eligible Bookings must be made during the Offer Period. However, provided the Guest submitted a timely application for the Offer, the documentation and review process necessary to establish their eligibility and the final Credit Amount may extend past the Offer Period.

To the extent not applied against Eligible Bookings, the Credit Amount will automatically expire and have no value.

Credit Amounts are non-transferable (by gift or otherwise) and may not be redeemed for cash. The Guest who is the holder of the credit must sail under the Eligible Booking in order for the Credit Amount to be applied. However, the holder may use the Credit Amount to pay for other guests in his/her stateroom under the Eligible Booking and guests booked under other reservations, provided that all such other guests are sailing on the same ship and sail date as the holder of the Credit Amount.

#### **More Information:**

For more information about the Offer, please contact our help desk for the country of your residency. These telephone numbers may be found at [www.royalcaribbean.com](http://www.royalcaribbean.com).

**IMPORTANT NOTE: The Offer is not intended to prejudice anyone's pre-existing statutory or contractual rights. RCG is not affiliated with Crystal, nor with any assignee or person or entity authorized to represent or act on behalf of Crystal or any related Crystal company, whether in relation to insolvency proceedings or otherwise. If in doubt, you should seek independent legal advice.**