

# REFUSAL TO TRANSPORT

The Cruise Line may refuse to accept a booking request from an individual, may refuse to transport any guest at any time prior to boarding the Vessel and may remove any guest from its Vessel at any time, for any of the following reasons:

## **A. Government Request or Regulations**

Whenever such action is necessary to comply with any government regulations, directives, or instructions; or to comply with any governmental request for emergency transportation in connection with the national defense.

## **B. Force Majeure.**

Whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened, or reported all as more specifically detailed in the Guest Cruise Ticket Contract.

## **C. Search of Guest or Property**

When a guest refuses to permit search of his or her person or property for explosives, weapons, dangerous materials, or other prohibited items.

## **D. Proof of Identity**

When a guest refuses on request to produce positive identification; provided, however, that the Cruise Line shall have no obligation to require positive identification of persons purchasing tickets and/or presenting tickets for the purpose of boarding the Vessel.

## **E. Travel Across International Boundaries**

When a guest is traveling across any international boundary if: 1) the travel documents of such guest are not in order; or 2) such transportation would be unlawful

## **F. Failure to Comply with Cruise Line's Rules or Cruise Ticket Contract**

When a guest fails or refuses to comply with any of the Cruise Line's rules or regulations or any term of the applicable cruise ticket contract.

## **G. Guest's Conduct or Condition**

The Cruise Line will not refuse to provide transportation based upon race, color, national origin, religion, sex, ancestry or sexual orientation. Subject to those qualifications, the Cruise Line may refuse to accept a booking request from a guest, may refuse to allow a guest to board a vessel or may remove any guest from its vessel, when such refusal or removal of the guest is reasonably necessary in the Cruise Line's sole discretion for the guest's comfort or safety, for the comfort or safety of other guest or the Cruise Line employees, or for the prevention of damage to the property of the Cruise Line or its guest or employees. By way of example, and without limitation, the Cruise Line may refuse to book/transport or may remove guest from its vessel in any of the following situations:

1. When the guest's conduct is disorderly, abusive or violent.
2. When the guest attempts to interfere with any member of the crew of the Vessel in the pursuit of his or her duties, or fails to obey the instruction of any member of the crew.

3. When the guest has a contagious disease that may be transmissible to other guest during the cruise;
4. When the guest's behavior may be hazardous to himself/herself, the crew, or other guests;
5. When the guest is seriously ill.
6. When the guest's conduct creates an unreasonable risk of offense or annoyance to other guest.
7. When the guest's conduct creates a risk of harm or damage to the Cruise Line's vessel and/or property, or the property of other guest.
8. When the guest attempts to sell or advertise products or services onboard or attempts to or engages in demonstrations, protests or other behavior onboard which, in the Cruise Line's opinion, is detrimental to the onboard atmosphere, the enjoyment of the cruise by other guest or is contrary to the rights or expectations of concessionaires or vendors onboard or the Cruise Line.
9. Any guest who on a previous cruise with the Cruise Line, or its parent, subsidiaries or affiliates, committed a violation of a Guest Behavior policy that resulted in the early removal of the guest, the denial of boarding for the guest, or other disciplinary measures.

#### **H. Recourse of Guest**

The sole recourse of any guest refused carriage pursuant to this Policy shall be to receive a refund of any payments actually received by the Cruise Line subject to any applicable cancellation policies of the Cruise Line and the sole recourse of any guest removed en route for any reason specified in this Rule shall be as specified in the applicable Cruise Ticket Contract. The Cruise Line shall not be responsible for any lodging, meals, return transportation or other expenses incurred by the guest.

#### **I. Modifications.**

This policy is subject to change without notice. This Policy does not supersede any Guest Behavior policy adopted by the Cruise Line.