



# **Terms and Conditions**

Please note the Terms and Conditions outlined below are in effect from 4<sup>th</sup> October 2018 and supersede any previous Terms and Conditions outlined on <a href="https://www.celebrityrewards.com">www.celebrityrewards.com</a>. All participation in the Celebrity Rewards programme is regulated by these Terms and Conditions and users must adhere to these as outlined and which may be updated from time to time without notice.

The Celebrity Rewards Programme is sponsored by RCL Cruises Ltd trading as Celebrity Cruises (company number 07366612) with registered office address at Building 3, The Heights, Brooklands, Weybridge, Surrey KT13 0NY, United Kingdom (hereinafter "Celebrity Cruises").

The programme administrator is Motivforce Marketing & Incentives (MMI) Ltd trading as MMI (company number 07669029) whose registered office is at 16 Hanover Square, Mayfair, London W1S 1HT (hereinafter "Programme Administrator"),

# Programme Overview

Celebrity Rewards is a travel agent loyalty programme that has been specifically designed to reward travel agents for making sales of Celebrity Cruises branded cruise holidays. The scheme enables Participants to earn points against every Celebrity Cruises booking they make, which can then be spent on rewards from the Celebrity Rewards Catalogue subject to the rules of participation set out in these Terms and Conditions.

#### **Programme Definitions**

The following definitions apply to the programme:

Account Balance – the points associated with a Registered Participant as recorded on the Rewards Website as a Redeemable Points Balance or a Pending Points Balance.

**Approved Travel Agency** – UK and Republic of Ireland based travel agencies authorised by Celebrity Cruises to promote and sell Celebrity Cruises branded cruise package holidays.

Participants - an employee of an Approved Travel Agency who at all times meet the criteria specified in the 'Participation & Registration' Section.

**Celebrity Rewards Catalogue** – the rewards that are available on the Rewards Website subject to a Registered Participant having a sufficient number of Redeemable Points to purchase.

Registered Participant – a Participant that has successfully registered with the Rewards Programme in accordance with these Terms and Conditions.

Rewards Programme – the trade loyalty programme owned by Celebrity Cruises and named Celebrity Rewards.

Redeemable Points Balance – the total number of points that have been earned by a Registered Participant and which may be converted by a Registered Participant immediately into rewards from the Celebrity Rewards Catalogue subject to meeting the minimum points requirement for such reward. Since 15<sup>th</sup> December 2015, participants will receive 100% Redeemable Points at the time of claiming the booking.

**Pending Points Balance** –All bookings registered from the 15<sup>th</sup> December 2015 will accrue points at the time they are claimed. Bookings claimed up to the 14<sup>th</sup> December 2015 will accrue points only once the booking to which points are claimed has sailed and has been fully paid to Celebrity Cruises.

Rewards Catalogue - Online catalogue listing rewards available for redemption through participating in Celebrity Rewards.

**Rewards Programme** – means the benefits programme made available by Celebrity Cruises for the benefit of trade partner employees on the Rewards Website.

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

Rewards Website – means www.celebrityrewards.com

Core Points – The base points calculated on the cruise fare element of an applicable booking. Core points do not include points for any additional point earning incentives. A summary of core points earnings can be found on the 'Point Earning Cruises' page at www.celebrityrewards.com

#### **Programme Terms and Conditions**

- 1. Cruises reserves the right to vary or withdraw the Rewards Programme at any time by giving a minimum of 90 days' notice to Rewards Programme Registered Participants of any variations in terms or withdrawal of the Reward Scheme (excluding points associated with any rewards or rewards made available to Registered Participants which may be varied at any time at the discretion of the Programme Administrator or Celebrity Cruises), such notice to be despatched to Registered Participants by email to their registered email address. Variations to terms will also be set out herein from the effective date of such change and shall be binding on all Participants from that date. On the effective date of termination of the Rewards Programme all unused benefits will immediately expire.
- 2. Participation in the programme is subject to these Terms and Conditions. By applying to participate in the programme, applicants agree to be bound by all the Rewards Programme Terms and Conditions from time to time in force and failure to comply with these rules, including any abuse of the reward earning criteria or any misrepresentation of information to the Programme Administrator, will result in termination of membership in the programme.
- 3. Celebrity Cruises takes all reasonable care to ensure that any information contained in these Terms and Conditions and in any publication in association with the programme is accurate, but does not accept liability with respect to any errors or omissions in any information, whether written or verbal.
- 4. Celebrity Cruises decision on all matters pertaining to the programme is final and binding and no correspondence will be entered into.
- 5. It is the responsibility of the Participant to advise the Programme Administrator of any change in address, change of contact details, or change of employer by sending their details in writing to the Celebrity Rewards Help Desk via Contact Us on www.celebrityrewards.com

## Participation & Registration

- 1. To participate in the Programme and to remain a Participant in the Rewards Programme, participants must:
- As of 4<sup>th</sup> October 2018, formally register as an individual user on <u>www.celebritycentral.co.uk/login./register</u> to ensure they have a log-in and password for Celebrity Central and Celebrity Passport;
- Accept the Terms and Conditions of the Rewards Programme;
- At all times remain an employee of an Approved Travel Agency. For the avoidance of doubt, Celebrity Cruises shall have no liability to
  Registered Participants where, for whatever reason, an Approved Travel Agency ceases to qualify as an Approved Travel Agency or the
  employee leaves the employ of an Approved Travel Agency. In such circumstances RCL shall suspend such Participant's account
  without liability to the Participant. RCL will however permit the Participant to utilise any points accrued up to that time in accordance
  with the terms of the Rewards Programme for a period of six months;
- Be permitted to participate at all times in the Rewards Programme by their employer Approved Travel Agency. In the event that an Approved Travel Agency advises Celebrity Cruises at any time that it does not agree to the participation of any Registered Participants in the Rewards Programme that are employees of the Approved Travel Agency, Celebrity Cruises shall suspend such Participant's account without liability to the Participant. RCL will however permit the Participant to utilise any points accrued up to that time in accordance with the terms of this Rewards Programme for a period of six months; and
- Have completed the minimum level of training required in Celebrity Passport.
- 2. It is the Registered Participant's responsibility to keep passwords and username details secret. Celebrity Cruises shall accept no responsibility for any loss suffered by Registered Participants where such loss is attributed to a failure by Participants to maintain account security.

### Celebrity Rewards Trade Loyalty Programme

- 1. You must at all times be a Registered Participant to be eligible to earn rewards under the programme. You must be registered with Celebrity Rewards prior to making a booking in order to claim your booking(s) and to be awarded points.
- 2. In order to exchange Redeemable Points for rewards in the Celebrity Rewards Catalogue, as of 1<sup>st</sup> January 2019, a Registered Participant must have attained the Celebrity Rewards Stamp in the Celebrity Central learning area, Celebrity Passport.
- 3. Participants will earn and receive loyalty points by selling Celebrity Cruises products and claiming their bookings through the Rewards Website. Points value of any booking is based on the stateroom category booked. Details of point values can be found on the 'Point Earning Cruises' page on <a href="https://www.celebrityrewards.com">www.celebrityrewards.com</a>
- 4. Additional point earning activities including completion of Stamps in Celebrity Passport, brand driven incentives and promotions may be run through the Rewards Programme on a periodic basis and will be communicated to all Registered Participants via email.

  Additional point earning incentives will have their own Terms and Conditions and may have additional eligibility booking criteria. Full Terms and Conditions for incentives can be found on the 'Promotions' page at <a href="https://www.celebrityrewards.com">www.celebrityrewards.com</a>
- 5. Individual points awarded and/or the activities of Registered Participants may be subject to random audit procedures at the discretion of the Programme Administrator during or subsequent to the completion of the Rewards Programme. In the event of any suspected irregularities, misuse or fraud, Celebrity Cruises shall be entitled and, where verified, terminate a Registered Participant's membership of this Rewards Programme without any liability whatsoever.
- 6. No pooling of points will be accepted and any Registered Participants who are found to be pooling points will have all Pending and Redeemable Points removed from their Account Balance and dissolved and their participation in the Celebrity Rewards programme will be immediately terminated. For the avoidance of doubt, Registered Participants can only register bookings they have taken personally.
- 7. Points will not be awarded for tour operator nett rate bookings, for travel agency rate bookings and non-revenue competition winner bookings, auctioned rate cruises or for complimentary stateroom bookings. Bookings made with a travel agency future cruise voucher will also be exempt from receiving points. Any 'Cruise Later' booking references created onboard our ships before or after 1st November 2014 cannot be captured within the Celebrity Rewards reports and therefore these bookings are not eligible for any points. We do however offer points on 'Cruise Now' bookings made onboard and these should appear on the weekly bookings update under 'My Bookings'. Onboard bookings must be booked under the correct agency ABTA/reference at the time of the booking being made. If

- onboard bookings are made that are not tied to the correct agency ABTA/reference and subsequently transferred, these bookings will not be captured on the Celebrity Rewards reports and are therefore not eligible for any points.
- 8. Nett Tour Operator rate bookings created from 2<sup>nd</sup> February 2015 will be eligible for core points only, however, these bookings will not be applicable to any additional point incentives. Nett rate bookings made prior to 2<sup>nd</sup> February 2015 will not be eligible for points.
- 9. As of 1<sup>st</sup> January 2017, Group bookings are eligible to earn Celebrity Rewards points. Points for Group bookings are awarded when the sailing date on the Group booking is met and has been fully paid to Celebrity Cruises. Group bookings that have sailed the previous week will be uploaded to the Celebrity Rewards website once a week and participants will have 60 days from the sailing date to claim the Group booking.
- 10. Bookings data for the Registered Participant's agency for the previous week of sales will be uploaded to the Celebrity Rewards website by 9:00 GMT each Wednesday.
- 11. It is the Participant's responsibility to log on to the Rewards Website to claim the bookings they have individually made in order for the associated loyalty points to be awarded to their Account Balances. Bookings must be claimed via the Rewards Website within 60 days from the date that they were created. After 60 days, the bookings data will be removed and no longer able to be claimed.
- 12. Registered Participants will automatically receive 100% of the points attributed to the booking, based on the point values by stateroom category booked into their Redeemable Points Balance once the booking has been claimed from the 15<sup>th</sup> December 2015. Bookings claimed prior to that date will become Redeemable Points once the booking the points were earned on departs.
- 13. If a Registered Participant claims a booking that they do not own in error, they must email the Celebrity Rewards Help Desk via Contact Us on www.celebrityrewards.com with details of the booking, including booking reference number and date of booking, in order for the claim to be reversed. The Redeemable Points received for the booking claimed in error will immediately be deducted from the Registered Participants Redeemable Points balance.
- 14. As of 1<sup>st</sup> April 2017, if a booking which a Registered Participant has claimed and earned Redeemable Points for subsequently cancels, the amount of points originally awarded for that booking will be deducted from the Participant's account, even if the Redeemable Points have already been spent on rewards **or that results in a negative balance**. Participants can view bookings with a 'Cancelled' status at any time on their 'Account Summary' page.
- 15. Redeemable Points earned in the Rewards Programme have a 4-year validity period, unless Celebrity Cruises terminates the Rewards Programme or a Registered Participant has been inactive for 6 months or more. "Inactive" for the purpose of this section means not having made a redemption, claimed a booking or completed an e-learning module.
- 16. Point value of merchandise offered in the Celebrity Rewards Catalogue is based on current market pricing and is subject to change without notice
- 17. Any point discrepancies need to be directed to the Celebrity Rewards Help Desk via Contact Us on www.celebrityrewards.com with the detail and nature of the discrepancy. Please allow 48 hours for the Help Desk to respond to or resolve a query.
- 18. Points earned by a Registered Participant are individually owned by them. Earned points are points that have a 'Redeemable' status. Should a Registered Participant change employers but remain within an Approved Travel Agency, they will retain all their currently earned Redeemable Points within their Account Balance, but will forfeit all their Pending Points. Any sales that have not been claimed by the Participant by the last date of employment with their original employer, will be retained by the original travel agency with which the booking was made.
- 19. To participate in the Rewards Programme, all Registered Participants agree to accept the condition that points can only be awarded to the individual Registered Participant of an Approved Travel Agency who made the booking. In the event that it is established that a Registered Participant has claimed a booking that belongs to a different Registered Participant, Celebrity Cruises shall have the right to suspend or exclude the Registered Participant from the Rewards Programme at its absolute discretion and/or the loss of any accrued points or benefits in their Account Balance.

### Rewards

- All rewards are subject to availability and the Programme Administrator and Celebrity Cruises do not guarantee or warrant in any way
  that the rewards offered under the programme will be available. In the event that an advertised reward is not available, a suitable
  substitute of equivalent function or value will be made. Images used in the catalogue are used to illustrate a product category therefore
  the actual models delivered may not match the image exactly.
- 2. Please allow up to 21 working days for verification of claims and delivery of rewards. No orders can be guaranteed for Christmas delivery if ordered after 1st December.
- 3. Participants must indicate a UK or Republic of Ireland delivery address (depending on where they reside) for each reward redemption and ensure that a nominated representative is available to sign for the delivery of the reward. If a redemption does not include a nominated person to sign for the reward or the person is not present to sign for the reward, the reward will not be delivered or processed.
- 4. If an item arrives damaged please report it immediately to Celebrity Rewards Help Desk via <u>Contact Us</u> on www.celebrityrewards.com, where a consultant will arrange for the item to be repaired or replaced.
- 5. Rewards cannot be converted into cash and are not transferable.
- 6. Celebrity Cruises and the Programme Administrator shall not be liable for any loss or damage whatsoever suffered (including, but not limited to, indirect or consequential loss) or personal injury suffered or sustained during the course of a travel reward or as result of rewards claimed, except for any liability which cannot be excluded by law. This provision does not in any way seek to exclude liability for death or personal injury caused by the negligence of Celebrity Cruises and/or the Programme Administrator or for fraudulent misrepresentation.
- 7. Celebrity Cruises will pay the tax and NI on rewards for Registered Participants, however it is the responsibility of the Registered Participant to contact their Accountant or Tax Adviser with any gueries relating to this matter, if required.
- 3. The Rewards Programme will occasionally offer auctions for reduced rate cruises. These cruises are cruise-only and include the NCCF (non-commissionable cruise fare) but the guest is responsible for the additional taxes, fees and supplemental fuel charges. Bookings are based on double occupancy; however, third and fourth guests may be added at the prevailing rates subject to availability. In general, standard inside or outside space will be assigned but is ultimately based on availability. We will specify the additional taxes and fees when promoting these applicable sailings. All auctions are based on availability at the time of going to auction and may be sold to a third party as part of Celebrity Cruises normal sales activity. Please note that if you win an Auction, you will be allocated the stateroom. If you cannot sail once you have won the Auction, you will forfeit any points you have used to bid.

- 9. Any cruise utilised by a Registered Participant under this Rewards Programme are bound by the Terms and Conditions of Celebrity Cruises that will be enforced from time to time. For UK based participants see celebrity
- 10. The Programme Administrator's decision on reward allocation is final and no correspondence will be entered into. In relation to the interpretation of the Terms and Conditions and any phrases in this programme, the decision of Programme Administrator is final.
- 11. Euro conversions are fixed annually and are based on the RCL Cruises Ltd company rates.

#### Termination

- 1. Failure of a Registered Participant to comply with these Terms and Conditions may result in the termination of a Registered Participant's involvement in the programme. All decisions by Celebrity Cruises are final.
- 2. Any tampering with the Celebrity Rewards website such as modifying, adapting, translating or reverse engineering any portion of the website will result in instant dismissal from the Rewards Programme and financial penalties may be incurred by the offender.
- 3. A Registered Participant may terminate their participation in the programme by providing notice in writing to the Programme Administrator at the Celebrity Rewards Help Desk via Contact Us on www.celebrityrewards.com.

# Data Usage

- 1. You agree by participating in the Rewards Programme that Celebrity Cruises and the Programme Administrator shall be permitted to share personal information with each other relating to Registered Participants for the purpose of administering the programme.
- 2. You further agree that the Programme Administrator shall be permitted to share your personal details with third party suppliers of goods and services for the purpose of arranging delivery of rewards.
- 3. You also agree that the Programme Administrator shall further be permitted to use unidentifiable aggregate data for the purpose of obtaining statistical data relating to all aspects of the Rewards Programme and shall be permitted to share such information with Celebrity Cruises. You further agree that by registering for this Rewards Programme that we may contact you from time to time by email to update you on rewards, points and promotions.
- 4. Any personal information you provide through the Rewards Website shall be stored on secure servers located within the United Kingdom.
- 5. Celebrity Cruises and Motivforce Marketing & Incentives both shall comply with the Data Protection Act 1998 in the treatment of your personal information.

## Law and Jurisdiction

1. These Terms and Conditions of the Celebrity Rewards Programme shall be governed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to hear any dispute relating to the Rewards Programme.