







## EMPLOYEE SPACE AVAILABLE REQUEST

**Important:** This form should only be used if you do not have regular access to the online ESA systems. P&O cruises are excluded from the ESA program at this time. **Submit this form to** the cruise line you are requesting. **PCL:** ESA@PrincessCruises.com **HAL:** ESA@HollandAmerica.com **SBN:** ESA@Seabourn.com

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## TERMS AND CONDITIONS AGREEMENT FOR ALL CRUISE/TRAVEL PROGRAMS

Access to the Holland America Group employee cruise and travel programs (including the Employee Space Available and Friends & Family programs) is a privilege, not a right. Cruise opportunities or other discounted travel or lodging are not part of the terms of employment and will only be available as specifically included in this program.

Please read these terms and conditions carefully to ensure you comply with them and do not jeopardize your cruise and travel privileges or incur any unnecessary additional fees. Please note that "participants" refers to anyone traveling on or booking under an employee cruise and travel program, whether an active, inactive, or retired employee, an employee's traveling companion, a sponsored guest, or anyone traveling with a sponsored guest. Participants are responsible for ensuring that they and all their traveling companions understand the importance of these terms and conditions.

Eligibility for employee cruise and travel programs varies depending on the program and the category of employment (e.g., regular employee, seasonal employee, retired employee). These terms and conditions apply once you have satisfied the eligibility requirements for your category.

VACATION APPROVAL FOR REGULAR EMPLOYEES. The fact that an employee wishes to book a cruise, or has been approved and confirmed on a cruise, does not guarantee passage on the voyage. To participate in any employee cruise and travel program, regular employees must:

- Have sufficient accrued vacation and/or bonus vacation hours (including any additional days awarded from employer programs such as CRUISE.) to take the desired cruise as of the voyage departure date; and,
- Have a vacation request approved by the employee's manager or supervisor in advance of the first day of absence from work (Note: when the employee is notified that his/her Employee Space Available request will be confirmed, the employee must verify vacation approval before accepting and paying for the cruise); and,
- Be actively working (not on leave of absence or workers' compensation leave) as of the voyage departure date.

If all these criteria are not met, the employee will not be allowed to take the cruise, and all standard cancellation fees will apply. Please refer to the "Employee Time Off Policies" section in the Employee Handbook.

APPROPRIATE BEHAVIOR. Participants are considered representatives of the Holland America Group and its respective brands and are expected to exercise good judgment and behave in a professional manner at all times. The following are some guidelines and examples, but they should not be considered exhaustive:

- Participants are strictly prohibited from discussing any confidential company
  information, including the terms or fares of the employee cruise and travel programs
  and any onboard discounts. Because participants have the privilege of traveling at
  a reduced rate, they may not discuss their rates with third parties, including other
  passengers or outside travel agencies.
- Any misconduct (including, but not limited to: excessive drinking, loud or obnoxious behavior, property damage, arguments or physical confrontations with guests or crew members, or nonpayment of bills) on the part of any participant, will not be tolerated (see Non Compliance section below for consequences of misconduct).
- Participants must travel in the cabins assigned to them. Switching cabins and/or assigned cabin companions is strictly prohibited.
- When traveling on any Princess, Holland America Line or Seabourn ship, participants
  must remember that they are passengers, not crew. Participants are not permitted in
  crew areas, and fraternizing with the crew is strictly prohibited.
- Participants are not permitted to participate in any Marketing promotion, with the
  exception (for active employees and their guests traveling in the same cabin) of
  the respective loyalty programs (Princess Captain's Circle, Holland America Line
  Mariner Society, and Seabourn Club). Participants may not combine any other offer
  or discount with a reservation booked through an employee cruise program.
- Participants should not make requests for special treatment or discounts (aside from those specifically set forth as available to employees) or other inappropriate requests, including citing employment at any of the Holland America Group brands as justification for such requests, either before or during a cruise.
- Employees may not use company mail services to send cruise documents or any
  related cruise information to anyone traveling on any of the employee cruise or
  travel programs. The Documentation department will coordinate all such cruiserelated mailings. In addition, employees may not mail anything of a personal nature
  to the ships for their personal use or the use of their guest(s) during the cruise.
- Any complaints about onboard services should be referred to the Guest Services Manager/Director onboard in a polite and professional manner.
- Participants must pay their onboard bill in full before disembarkation. Any bill
  dispute should be addressed at the Hotel Front Desk in a polite and professional
  manner. If a dispute cannot be immediately resolved, the participant should pay
  the bill as presented and then follow the instructions below after returning home.
  If any method of payment for onboard services is declined and the issue is not
  immediately reconciled, the participant's (and, if the participant is the guest or
  traveling companion of an employee or a retiree, the employee's or retiree's) cruise
  and travel program privileges may be revoked.

Any issue that cannot be satisfactorily resolved while on board should be addressed as follows after the participant returns home:

- If the participant is an active employee, the participant should contact his or her supervisor to discuss how to proceed. If appropriate, the supervisor may then refer the issue to Human Resources—Global Employee Benefits for resolution.
- If the participant is a seasonal employee, the participant should contact Human Resources in Seattle at 206-336-5871.
- If the participant is a retiree, the participant should contact Human Resources— Global Employee Benefits at 661-753-2943.
- If the participant is a traveling companion or sponsored guest of an employee, the
  participant should contact the employee, who should contact his or her supervisor.
   If appropriate, the supervisor may then refer the issue to HR Global Employee
  Benefits for resolution.

FRIENDS & FAMILY. The Friends & Family programs for Princess Cruises, Holland America Line, and Seabourn must not be promoted in any way that might jeopardize the companies' good standing with the travel agent community. Participants should not discuss the details of the program with others. This applies in particular to travel agents and other cruise passengers. Any booking previously made through a travel agency (or any outside seller of travel) cannot be canceled and rebooked through the Friends & Family program. Participants who are eligible to sponsor guests are responsible for communicating these restrictions to any sponsored guests and are responsible for the good behavior of every person they sponsor. Sponsorship into the Friends & Family program should not be offered to casual acquaintances or "friends of friends." It should be reserved for close friends and family members only. Before sponsoring any guests, the participant should ask if they are currently working with a travel agent. Additionally, participants should advise guests not to mention Friends & Family to an agent during the course of booking any non-cruise portion of their travel (such as air tickets).

Bookings made through the Friends & Family program cannot be adjusted to the Employee Space Available rate if the voyage becomes eligible for Employee Space Available fares.

Participants who are eligible to sponsor guests must designate each of their Friends & Family sponsored guests as either "Employee/Family Member" or "Friend." For the program, the "Employee/Family Member" designation is defined as employee, spouse, children, brothers, sisters, parents, grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, parents-in-law, grandparents-in-law, and sisters/brothers-in-law. Any misrepresentation of sponsored guests may lead to the termination of Friends & Family privileges, or other disciplinary action. Also, existing Holland America Group and Carnival ethics policies prohibit the use of employment-related privileges for personal gain. Employees who can access bookings may not access or modify bookings for people they have sponsored.

NON-COMPLIANCE. If any participant fails to comply with any of these terms and conditions, (1) the participant may be barred from future cruise and travel program participation, (2) if the participant was an employee's or retiree's traveling companion or sponsored guest, the associated employee's or retiree's cruise and travel program privileges may be revoked, and (3) if the participant is an employee or an employee's traveling companion or sponsored guest, the associated employee may be subject to disciplinary action up to and including termination, in accordance with the terms of the Employee Handbook.

TERMINATION OF EMPLOYMENT. Terminated employees and their guests are not eligible to participate in the Employee Space Available program. Any Employee Space Available booking made prior to termination will be canceled upon termination of employment. Friends & Family bookings made prior to termination will, in most cases, remain in effect. However, Holland America Group reserves the right, at its discretion, to cancel Friends & Family cruises booked by terminated employees or their sponsored guests. Employees who are terminated for cause will not be eligible to participate in any Holland America Group travel program, nor will their sponsored guests.

CANCELLATION OF BOOKINGS. Confirmed bookings on either the Employee Space Available program or the Friends & Family program are subject to cancellation with or without advance notice if any eligibility provisions, frequency provisions, or other policies and procedures are not adhered to by a participant, or if assigned space is required for a commercial customer or due to cancellation of a sailing. In addition, confirmed bookings on the Friends & Family program are subject to all customary cancellation and reservations policies as outlined in our brochures.

MODIFICATION OR CANCELLATION OF PROGRAM. Holland America Group reserves the right to modify, change, suspend, or cancel at any time, without written or verbal notice, all or any part of the employee cruise and travel programs.

AGREEMENT. By selecting the "I Agree" button online, or signing this document in hard copy format, I attest that I have read, understand, and accept the terms and conditions of Holland America Group's cruise and travel programs, as outlined above (and, if I am an active employee, as outlined in the Holland America Group Employee Handbook). I also acknowledge and agree that travel is subject to the terms and conditions of the Passage Contract. I agree to abide by these terms and conditions whenever traveling under any employee cruise and travel program. I further acknowledge that if I breach this agreement (or, if I am an employee, violate any of the terms of the Employee Handbook), my travel privileges may be revoked and, if I am an employee, I will be subject to disciplinary measures, up to and including termination of employment.