TERMS AND CONDITIONS

1. The Disney Cruise Line Castaway Club Program (the "Program") is sponsored by Magical Cruise Company, Limited, doing business as "Disney Cruise Line" ("DCL"). Eligible Guests may receive select benefits and communications pertaining to DCL experiences ("Program Benefits") through the Program. Guests who have completed one eligible DCL cruise are automatically eligible for certain Program Benefits ("Member" or "Members"). Acceptance of Program Benefits constitutes Member's full and unconditional agreement to these Terms and Conditions. Parents/Legal Guardians are responsible for managing their children's or wards' participation in the Program as Members and they agree to accept these Terms and Conditions on behalf of themselves and their children or wards.
2. The Program will continue until such time as DCL, in its sole discretion, elects to terminate the Program (the "Program Term"). Members can only receive Program Benefits during the Program Term and only by the methods set forth by DCL from time to time in its sole discretion. Members may only use Program Benefits during the "Redemption Term," defined as the Program Term and a period of sixty (60) days immediately following the last day of the Program Term. Membership in the Program will automatically terminate without notice if Member does not book or complete an eligible DCL cruise within the "Activity Period." The Activity Period shall mean the five (5) year period after debarkation day of the Member's last eligible DCL Cruise. However, DCL may (but is not required to) extend the Activity Period and/or continue making Program Benefits available to Member if Member does not book or complete an eligible DCL cruise within their Activity Period; such decisions shall be in DCL's sole discretion.
3. DCL reserves the right to modify, cancel, or terminate the Program at any time, for any reason and without notice, even though such modification, cancellation, or termination may affect a Member's ability to use any Program Benefits. In the event of Program cancellation or termination, Members must use any Program Benefits by the end of the Redemption Term.
4. DCL may from time to time and in its sole discretion inform Members about certain Program Benefits available to Members. Members may receive Program Benefits only through offers that are presented to Members from time to time via member communications, and/or other methods specified by DCL at any time during the Program Term, such as here on the DCL website. In the event of any conflict between these Terms and Conditions and any communication or information about any Program Benefits, these Terms and Conditions shall control. Members may choose not to receive marketing communications, including by logging into their account on the DCL website and changing their communication preferences. Members may change their postal or email address by logging into their account on the DCL website. DCL shall not be responsible or liable if Member does not receive notice of Program Benefits for any reason, including because Member chooses not to receive marketing communications or specifies an incorrect email.
5. Some Program Benefits may be: (a) available only to those 18 or 21 years and older; (b) offered only to Members based on the number of times the Member has completed travel on an eligible DCL cruise; (c) limited to one per household, travelling party or stateroom;

and/or (c) subject to availability and/or other restrictions and limitations. DCL shall have sole authority to make eligibility determinations for Program Benefits based on DCL's information and records.

6. Program Benefits are not (and shall not be deemed to be) property of any Member, are not guaranteed, and do not confer any rights to Member in any real estate, property, asset or other item whether intangible or tangible that is owned or controlled by DCL or any of its related companies, parents, subsidiaries or affiliates. Program Benefits, including but not limited to Program Benefits tier levels, may be revoked, changed, removed or discontinued at any time by DCL.
7. DCL reserves the right to modify any of the Terms and Conditions set forth herein—including without limitation the Program Term or Redemption Term, the Activity Period, methods by which Members receive information about Program Benefits, the substance of any Program Benefit, and the method(s) by which Members may redeem Program Benefits—at any time and without notice, even though these changes may affect a Member's ability to use any Program Benefits. A Member's continued participation in the Program constitutes the Member's acceptance of any changes to these Terms and Conditions. Members are responsible for remaining knowledgeable as to any changes that DCL may make to these Terms and Conditions. Any modification of these Terms and Conditions will supersede all previous versions of these Terms and Conditions.
8. Personal information processed in connection with the Program is subject to our Privacy Policy, available at https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/, and, if applicable, our US State Privacy Notice, available at https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/your-us-state-privacy-rights/.
9. Members may not: (a) combine Program Benefits with those of other Members; or (b) transfer, sell, or otherwise dispose of Program Benefits in any manner, including in violation or attempted subversion of these Terms and Conditions. Program Benefits have no cash value and may only be used pursuant to these Terms and Conditions. The use, sale, distribution, transfer or purchase of Program Benefits outside of the methods set forth in these Terms and Conditions is prohibited and void. Members are responsible for the payment of all taxes which may result from the receipt or use of any Program Benefits.
10. DCL reserves the right to take any action it deems appropriate in its sole discretion, including termination of the participation privileges of any Member, in the event that DCL believes (in its sole discretion) that a Member has violated these Terms and Conditions, engaged in any fraudulent activity, or violated any applicable laws, statutes, regulations or ordinances. DCL reserves the right to invalidate any Program Benefits it suspects have been used, sold, distributed, transferred or purchased in a manner inconsistent with these Terms and Conditions. In addition to termination of participation privileges, DCL shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
11. The Program is available to individuals only. Corporations, associations or other groups may not participate in the Program.
12. Upon termination of Member's participation in the Program, all Program Benefits shall be forfeited and cancelled immediately and irrevocably.

13. DCL is not responsible for any incorrect, incomplete, or inaccurate information supplied, modified, or removed by Member.
14. All questions or disputes regarding the Program, including but not limited to distribution or frequency of Program Benefits or Member's compliance with these Terms and Conditions, will be resolved by DCL in its sole discretion.
15. DCL reserves the right to correct, without any liability to Member, any errors or omissions in the Program or Program Benefits. DCL is not responsible for any failure or inability of Member to use their Program Benefits within the Redemption Term, whether caused by DCL, Member or a third-party's negligence, omission, defect, or error. In such event, neither DCL, nor any of its related companies, parents, subsidiaries, affiliates, or agents and their agencies, suppliers and other companies involved in the development or execution of the Program or the production or distribution of Program materials ("Releasees") shall have any liability to Member.
16. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE TO MEMBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR PROGRAM BENEFITS OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE RELEASEES OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF DCL IMPROPERLY DENIES A MEMBER ANY PROGRAM BENEFITS, LIABILITY WILL BE LIMITED TO THE PROVISION OF SIMILAR PROGRAM BENEFITS, AS DETERMINED IN DCL'S SOLE DISCRETION. BY PARTICIPATING IN THE PROGRAM, MEMBER WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE RELEASEES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED UNDER THIS PROGRAM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
17. Member agrees that any action at law or in equity arising out of or relating to the Program or the Program Benefits shall be filed, and that venue properly lies, only in state or federal courts located in Brevard County, Florida and Member hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.
18. MEMBER WAIVES THE RIGHT TO TRIAL BY JURY. MEMBER AGREES THAT ANY LEGAL ACTION WHATSOEVER ARISING OUT OF OR RELATING TO THE PROGRAM OR THE PROGRAM BENEFITS SHALL BE LITIGATED BY MEMBER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION.
19. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of law.

20. These Terms and Conditions constitute the entire agreement between Member and DCL pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.
21. These Terms and Conditions shall apply to the fullest extent permitted by law and are subject to the provisions of any applicable consumer protection legislation that cannot be excluded by contract. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which shall otherwise remain in full force and effect.
22. Program is void where prohibited by law.

23. Rev. March 2023