

Sixthman Gift Card Program Terms and Conditions

Welcome to the Sixthman, Ltd. Gift Card program (the "Program"). Please read these Terms and Conditions ("Terms") carefully before taking action. All transactions are subject to these Terms and the decisions of Sixthman on all matters related to the Program.

Sixthman reserves the right to terminate, modify, revise, or change the Program and these Terms, in whole or part, at any time with or without notice.

Eligibility

You must have a valid credit or debit card to purchase a Sixthman Gift Card and be at least eighteen (18) years of age.

Program Participation

To purchase a gift card, visit www.sixthman.net/giftcard. You must have a Sixthman account in order to purchase a gift card: existing users must sign-in to their account, and new users need to create an account when purchasing a gift card. Note that all gift cards are digital gift cards sent via email and there is no actual, physical gift card. Gift cards can be purchased using Visa, MasterCard, Discover or American Express. Sixthman gift cards cannot be used to purchase other gift cards.

Once the gift card is purchased, a confirmation e-mail with the gift card number and the gift card value will be sent to the recipient at the email address provided by the purchaser. The recipient may either (a) apply the gift card funds by logging into their account and following the instructions to apply the funds (or if the recipient does not have an existing account, a new one must be created); or (b) forward the email to a friend to claim the gift card funds.

Purchases of gift cards are NON-REFUNDABLE.

The gift card value can be applied to any Sixthman reservation by choosing "Pay with Gift Card" and entering the gift card number. If the value of the gift card exceeds the remaining balance on the reservation the remainder is applied to the reservation as onboard credit.

By participating, you agree that Sixthman, Norwegian Cruise Line Ltd., and their parents, affiliates and subsidiaries and their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") will have no liability or responsibility whatsoever for, and shall be held harmless against, any liability for any injuries, losses, or damages of any kind (including without limitation, direct, indirect, incidental, consequential, or punitive or exemplary damages) to persons, including personal injury or death, or property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of gift cards, funds, or participation in the Program. In no event shall the Released Parties be liable to you for any delay in or failure to perform due to causes beyond their control, including without limitation, any act of God, act of war, natural, disaster, weather, terrorism, or

any act or omission of a third party. This section will survive termination of your participation in the Program.

In the event any of these Terms are found by any Court to be void or otherwise invalid, the remainder of the terms and conditions shall remain valid and enforceable.

This Program and these Terms shall be governed by, construed, and interpreted under the laws of the State of Florida. The Federal and State courts of the State of Florida shall be the exclusive court of jurisdiction in the first instance for any disputes regarding these Terms.

Sixthman reserves the right to terminate this Program at any time, without notice.

Important Notices

- Sixthman provides the Program, these Terms, and other services and products “As Is” and, to the fullest extent permitted by applicable law, expressly disclaims any representation or warranties of any kind, express or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose. Under no circumstances, including but not limited to, negligence, shall Sixthman be liable for any direct, indirect, incidental, special or consequential damages arising out of the Program or any such other products or services, even if Sixthman has been advised of the possibility of such damages. In the event Sixthman or the Program is held liable for any damages related to these matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid for by you.

- Redemption of funds is subject to all applicable laws and regulations. Any applicable taxes are your sole responsibility. Sixthman is not responsible for, and reserves the right to correct any typographical errors, errors of description, or errors regarding the Program.

- In no event shall Norwegian be liable to any person, or anyone claiming through a person, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Sixthman’s acts or omissions in connection with the Program.

- Sixthman reserves the right to correct and/or recover any funds or other benefit granted in error.

- As a condition of participating, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Florida having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys’ fees, other than member’s actual out-of-pocket expenses, and member further waives all rights to have damages multiplied or increased.

For communications concerning these Terms, please contact Sixthman at www.sixthman.net/contact.