

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:

CASE NO: L08-3-1171

OCEANIA CRUISES, INC.
_____ /

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which OCEANIA CRUISES, INC. (Oceania) is a member. The Office of the Attorney General and Oceania agree that consumers should be able to compare cruise line fares on a reasonably consistent basis. Accordingly, this Assurance of Voluntary Compliance (Assurance) is made without any admission or contention that Oceania has violated the law, for the purpose of resolving and settling this matter only, and without prejudice to Oceania's position in any pending or future litigation with third parties and to assist the Attorney General and the consumers of Florida. This Assurance terminates this investigation of Oceania and is entered into pursuant to the authority vested in the Office of the Attorney General under Section 501.207(6), Florida Statutes.

I. BACKGROUND

1. There are in excess of twelve different cruise lines and operators doing business in the State of Florida, all of whom advertise and market their cruises to Florida consumers
2. In their advertising, cruise operators advertise cruise fares in different ways, which may make it difficult for Florida consumers to accurately compare one cruise line's fare price with that of another cruise line.

3. The Attorney General has determined that consumers should be fully apprised about cruise fare prices in a reasonably consistent manner to facilitate reasonable and appropriate comparison shopping.

4. Therefore, the Attorney General has sought to make the manner in which “cruise fare prices” are disclosed reasonably consistent to consumers. This will facilitate price comparisons and this Assurance arises from the willingness of Oceania to assist consumers in making such determinations.

5. Oceania engages in the sale of cruises, including cruises that embark and debark in the State of Florida.

6. Oceania has advertised these services through travel agencies, in marketing brochures, newspapers, magazines, the internet and e-mails throughout Florida.

7. Oceania’s marketing brochures indicate that consumers are charged a certain monetary amount for the cruise fare price as well as certain additional amounts for other expenses. In its advertisements, Oceania states that consumers are responsible for certain charges in addition to the “cruise fare price.”

II. RESOLUTION

1. **THE PARTIES AGREE** that Oceania shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price.

2. **THE PARTIES AGREE** that, with exception of a fuel supplement charge, any charges collected by Oceania for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-governmental authority.

3. **THE PARTIES AGREE** that for purposes of this Assurance, the term “quasi-governmental” shall refer to an entity that is either: (1) a subordinate agency within a foreign or domestic federal, state or local governmental authority; or (2) an entity created or authorized by a foreign or domestic governmental authority to carry out a governmental function for the benefit of the public. This shall include, where appropriate, port authorities either within the United States or within a foreign jurisdiction.

4. **THE PARTIES AGREE** that nothing herein shall be construed to prohibit nor require Oceania from itemizing the amount of port charges or other charges included in the cruise fare price in its invoices or other communications to travel agents or to consumers.

5. **THE PARTIES AGREE** that Oceania will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Oceania shall be responsible for making the substantive terms and conditions of this Assurance known to independent third parties who are known to Oceania to advertise Oceania cruises.

6. **THE PARTIES AGREE** that with respect to consumers who, prior to November 12, 2007, had made a deposit on any booking for an Oceania cruise, Oceania shall not collect from such consumers the amount of the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge collected for those bookings. The refunds will be paid in the form of checks or credit card refunds for consumers who have already sailed, and in the form of onboard credits for consumers who have not yet sailed. For

consumers that have already sailed prior to the effective date of this Assurance, the check or credit card refunds shall be made within ninety (90) days of the effective date of the effective date. Within thirty days of the execution of this Assurance, Oceania will report to the Office of the Attorney General the total amount of refunds that have been made and, if all the refunds required by this Assurance have not been made at the time of that report, Oceania will thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

7. **THE PARTIES AGREE** that this Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Oceania and its commonly controlled affiliates, then the parties agree that neither this Assurance nor any of its terms can be used as a basis to assert an antitrust defense.

IN WITNESS WHEREOF, OCEANIA has caused this Assurance of Voluntary Compliance to be executed by ROBERT JAMES BINDER on JAN 22, 2009.

By my signature I hereby affirm that I am acting in my capacity and within my authority as President of Oceania Cruises, Inc. and that by my signature I am binding the corporation to this Assurance.

OCEANIA CRUISES, INC.

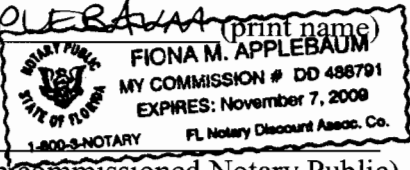
By: [Signature]
President

STATE OF FLORIDA
COUNTY OF

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida personally appeared Robert Binder who acknowledged before me that he executed the foregoing instrument for the purposes stated therein on the 22nd day of January, 2009.

Sworn and subscribed to before me this 22nd day of January, 2009.

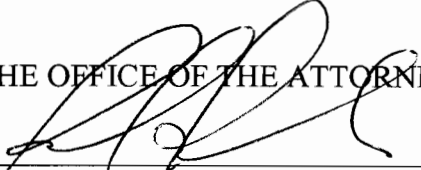
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NOTARY PUBLIC

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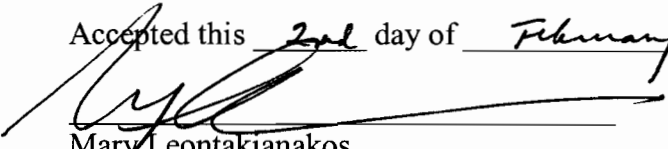
Personally known or Produced Identification
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Type of Identification Produced: _____

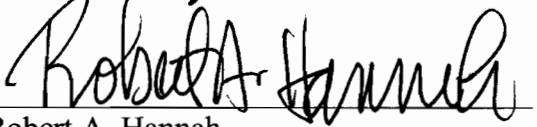
FOR THE OFFICE OF THE ATTORNEY GENERAL


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Accepted this 2nd day of February, 2009.


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Accepted this 2nd day of February, 2009.


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