Human Resources
Policies & Procedures Manual

TOPIC: Employment General

TITLE: Social Media Policy

APPLICATION: All employees of Holland America Line and Seabourn are covered by this policy.

OBJECTIVE: In general, Holland America Line and Seabourn view your participation in social networking sites, blogs, wikis, virtual worlds, personal websites and the like (collectively, “Social Media”) positively, respect your right to use them as a medium of self-expression and understand that they can be used as a great tool for engaging with consumers. These guidelines will help ensure that you access and use Social Media in a way that respects the rights of Holland America Line and Seabourn, your fellow employees, customers, company partners and affiliates.

We have developed these policies to balance the desire of employees to participate in Social Media activities while protecting Holland America Line’s and Seabourn’s legitimate business interests. Importantly, access to and the use of Social Media in the workplace, for personal or business use, is a developing area. As these policies likely will evolve over time, therefore, you should take care to be aware of the most current company policies on the use of Social Media.

POLICY:

I. Definitions.

1. “Holland America Line and Seabourn Social Media Accounts” or “Company Social Media Account(s)” means a Social Media account that identifies you as an employee of Holland America Line or Seabourn and that you use to (i) carry out your job functions as a Holland America Line or Seabourn employee and/or (ii) discuss or promote Holland America Line or Seabourn products or brands.

2. “Personal Social Media Account” means a Social Media account maintained by you that is used solely for your personal recreation and/or non-company related activities, and in which you may or may not identify yourself as an employee of Holland America Line or Seabourn.

II. General.

The following policies apply equally to your Personal Social Media Account and Company Social Media Accounts (if applicable):
1. Participation. You are welcome to participate in relevant Social Media.

2. Access. If you log onto or access Social Media from Holland America Line’s or Seabourn’s electronic communication systems (e.g. using Company issued computers, smart phones or internet access), you should understand that company devices can be monitored by the Company. You have no expectation of privacy as to any information you input or review while engaged in Social Media related activities on Company devices.


   o Holland America Line or Seabourn fully respects your rights to discuss wages, hours, and working conditions with your co-workers and others during non-working time (and as otherwise permitted by law) (“Protected Labor Activities”).

   o When posting comments to Social Media sites, including an online forum, such as a blog, you may not include any Holland America Line or Seabourn trade secret or other confidential or proprietary information of Holland America Line or Seabourn. Examples of these include financial information, business plans, operational issues, technical developments, customer information or prospects - including any information which may identify any Company guest without the guest’s consent - and medical information. This includes any project under development which has not been announced to the public (i.e., via a press release). If you have any questions about whether any piece of information constitutes a trade secret or other confidential or proprietary information, ask your direct supervisor/manager. Posting either Holland America Line’s or Seabourn’s trade secrets or other confidential or proprietary information about Holland America Line or Seabourn is grounds for immediate discharge. For good measure, you may consult Carnival’s Code of Business Conduct and Ethics, as well as the Holland America Line and Seabourn Data Classification, Handling and Disposal Policy for guidance about what constitutes confidential information. You can find both policies through the Employee Self Service website and on HomePort.

   o You may not use official Holland America Line or Seabourn e-mail addresses or provide any Company telephone numbers in connection with any Social Media unless you are acting on behalf of, and with the permission of, Holland America Line or Seabourn. This includes disclosing any Holland America Line or Seabourn owned or assigned email addresses (e.g., [name]@hollandamerica.com or [name]@seabourn.com) and/or phone numbers in any post.
Be cautious about disclosing personal information concerning you. In addition, you should never post personal information about another without permission. Consult Holland America Line and Seabourn’s Data Privacy and Payment Card Industry Compliance Policy, posted in the Benefits section of HomePort, for guidance on use of personal information.

You may not use any of Holland America Line’s or Seabourn’s logos, drawings, trademarks, copyrights, or other images or photographs of Holland America Line or Seabourn, or typically associated with Holland America Line or Seabourn, such as images of the ships not taken by you, in conjunction with any Social Media activities unless you are acting on behalf of, and with the permission of Holland America Line or Seabourn. Nor may you use any other Carnival company’s logos, drawings, trademarks, copyrights, or other images or photographs of a Carnival company or typically associated with a Carnival company in conjunction with any Social Media activities unless you have the permission of Holland America Line or Seabourn, plus the permission of the particular Carnival company involved. You may, however, “share” “re-tweet” or “re-pin” images you see on Holland America Line or Seabourn social sites such as Facebook, Twitter and Pinterest, so long as you do so within that same site using its functionality and you correctly attribute the image to Holland America Line or Seabourn.

Your Social Media communications about Holland America Line’s or Seabourn’s products and services must be factual, honest, and accurate. This promotes your credibility. If you discuss a Holland America Line or Seabourn product or service without knowing all of the relevant background, there’s a good chance that you will be “corrected” by the actual expert, which undermines your credibility. Even well-intentioned comments based on what you know may prove to be factually incorrect and could potentially be damaging.

You are personally responsible for the content that you publish on Social Media. You may not (i) comment on competitors, legal matters, or parties, other than employees of Holland America Line or Seabourn, who may be currently in litigation with Holland America Line or Seabourn, or (ii) participate in Social Media (including written commentary or posting photos) on any matters that might be construed as an incident or crisis or that needs to be dealt with in a public relations framework, or that could create negative publicity for our company. If you have any questions about content that may fall under this description, please talk with your supervisor or the VP, Public Relations (HAL) or SVP, Sales and Marketing (Seabourn).
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- You must follow Holland America Line and Seabourn’s other employment and operational policies while engaged in Social Media activities, including for example, policies against discrimination and harassment.

III. Personal Social Media Accounts.

The following policies apply solely to your Personal Social Media Account:

1. Access. Personal Social Media Accounts used on personal time and on your personal devices are not monitored by Holland America Line or Seabourn. You may engage in the use of Personal Social Media Accounts, even if from your own personal devices, only during authorized break times and meal periods. Use of Personal Social Media Accounts at any other time during work hours is prohibited, unless otherwise authorized by your department head, in their sole discretion.

2. Guidelines.

- You may identify yourself as an employee of Holland America Line or Seabourn on your Personal Social Media Account; provided however, that if you do identify yourself as a Holland America Line or Seabourn employee on your Personal Social Media Account, you must include the following disclaimer somewhere on your Personal Social Media Account:

  “Views expressed on this website are mine alone and don’t necessarily reflect the views of my employer.”

- You may not use your Personal Social Media Accounts to carry out your duties and/or obligations of employment with Holland America Line or Seabourn, or to discuss or promote Carnival brands or products. You may use a Personal Social Media Account for purposes of engaging in Protected Labor Activities, provided that you do not represent your views and opinions as those of Holland America Line or Seabourn.

- Requests to “friend”, “follow” or become a member of a network of any Holland America Line or Seabourn guest, Holland America Line or Seabourn travel partner or industry colleague should only be accepted if you share a personal relationship with such individual. Professional relationships with such individuals should only be maintained through a Holland America Line or Seabourn Social Media Account.

IV. Holland America Line or Seabourn Social Media Accounts.

The following policies apply solely to Company Social Media Accounts:
1. Access. The creation and use of a Company Social Media Account is subject to the approval and consent of your department head and the VP Marketing Communications (HAL) or the Senior VP Marketing and Sales (Seabourn). No employee may create a Company Social Media Account without the prior approval of his or her department head. Use of a Company Social Media Account may be suspended or terminated by a department head at any time. If a department head suspends or terminates your use of a Company Social Media Account, you must comply with your department head’s request until further notified.

2. Guidelines.

   o If you participate in Social Media activities as part of your employment with Holland America Line or Seabourn, in connection with Holland America Line or Seabourn’s business or in relation to Holland America Line or Seabourn or its products, you must (i) participate through a Holland America Line or Seabourn Social Media Account; (ii) provide your department head with all relevant information pertaining to the Company Social Media Account, including the platform being utilized (i.e., Facebook, Twitter, YouTube, etc.) and the account name/”handle” of the Company Social Media Account; and (iii) disclose your affiliation with Holland America Line or Seabourn. Holland America Line and Seabourn require all employees who communicate on behalf of Holland America Line or Seabourn to always disclose their actual name and their affiliation. The use of aliases or other deceptive practices when engaged in Social Media activities on behalf of Holland America Line or Seabourn is prohibited. State your relationship with Holland America Line or Seabourn from the outset: for example, "Hi, I’m _____ and I work for Holland America Line or Seabourn ….”

   o Any content posted on a Company Social Media Account must remain professional and respect all copyright and fair use laws. Additionally, when you use a Company Social Media Account you may not make any disparaging statements towards any individual(s) of a particular race, religion, gender, sexual orientation, disability or national origin.

   o If you are a Holland America Line or Seabourn employee who uses Social Media as a tool in your position, then all professional contacts related to your current position with Holland America Line or Seabourn (including but not limited to travel agents, trade partners, travel/tourism colleagues, customers/guests) should be moved to a Company Social Media Account (i.e. Jane Doe HAL vs. Jane Doe). On reasonable request, you will provide to Holland America Line or Seabourn access credentials to your Company Social Media Accounts.
When posting information provided from any third party (including pictures), please ensure that you have received their consent in writing. A form of the Holland America Line or Seabourn Submission Consent and Release is attached as Exhibit A and can be utilized to obtain such consent. Alternatively, or if not possible, before posting you must contact the Director, Social Media (HAL) or the Senior VP Marketing and Sales (Seabourn) for approval.

You must include a disclaimer on each Company Social Media Account page, so that it clearly indicates that your opinions are your own and do not necessarily reflect the views of Holland America Line or Seabourn. For Facebook pages include in Notes section. For Twitter accounts include in Bio section of profile.

“Views expressed on this website are mine alone and don’t necessarily reflect the views of my employer.”

Avoid mentioning competitors’ names and company details, especially if it is in a negative way.

Do: “Holland America Line is the only cruise line with XX ships sailing from Seattle”
Don’t: “Brand X doesn’t have XX ships like Seabourn does”

If you use a Company Social Media Account, you will provide records of your Social Media activity on the Company Social Media Account to Holland America Line or Seabourn, on reasonable request.

V. Responsibility for Compliance.

If you have questions about these guidelines or any matter related to your Personal Social Media Accounts or a Company Social Media Account, you should contact your immediate supervisor.

Failure to Comply. Failure to comply with this policy could result in disciplinary action up to and including termination of employment, and may give rise to other sanctions including civil (or, where applicable, criminal) sanctions.

VI. Your Section 7 Rights.

Nothing in this policy is intended to curtail, infringe upon or otherwise limit your rights under Section 7 of the National Labor Relations Act, or similar state and/or federal law. Nonsupervisory employees retain their full rights to engage in protected concerted activity through Social Media channels.
EXHIBIT A

HOLLAND AMERICA LINE

SUBMISSION CONSENT AND RELEASE

The undersigned (“You”), have submitted to Holland America Line ("HAL") information, recorded images (including but not limited to photographs or video) and/or written content, which may include your name, likeness, image, voice, interview, performance, writings, questions, ideas and other information ("Submission"), for HAL’s use. You grant HAL, its affiliated companies and its agents, for no consideration or remuneration to You, an unlimited, irrevocable, worldwide, perpetual license and right to publish, reproduce, display, use or disclose the Submission, in whole, in part or in composite, in any way and in any and all media throughout the universe.

By making a Submission You warrant and represent that: (a) it is your original work; (b) that publication of your Submission via various media including Web posting will not infringe on any third party rights; (c) that You have obtained permission from any person whose name or likeness is used in the Submission (if any); and (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. You also warrant and represent that the Submission accurately reflects your experience and/or any depiction is known to be true and is based on your use of any product or service mentioned. Furthermore, You warrant and represent that You have not accepted and will not accept any benefit, directly or indirectly, for the mention of any third party. You acknowledge that, by acceptance of your Submission, HAL does not waive any rights to use similar or related ideas previously known to HAL, or developed by its employees, or obtained from sources other than you.

You agree that you will not assert against HAL any claim, action, suit or demand of any kind whatsoever, including without limitation those grounded upon invasion of privacy, defamation, libel, slander, infliction of emotional distress or for any other reason in connection with the exercise of rights herein granted. You further release HAL from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the Submission.
This agreement shall be governed by the laws of the State of Washington. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, next of kin, heirs, administrators, executors, officers and agents, as the case may be.

____________________________________
Signature

____________________________________
Signature

Printed Name(s): ____________________
__________________

Date: _______________________
Acknowledged: Holland America Line
EXHIBIT A

SEABOURN

SUBMISSION CONSENT AND RELEASE

The undersigned (“You”), have submitted to Seabourn Cruise Line ("SB") information, recorded images (including but not limited to photographs or video) and/or written content, which may include your name, likeness, image, voice, interview, performance, writings, questions, ideas and other information (“Submission”), for SB’s use. You grant SB, its affiliated companies and its agents, for no consideration or remuneration to You, an unlimited, irrevocable, worldwide, perpetual license and right to publish, reproduce, display, use or disclose the Submission, in whole, in part or in composite, in any way and in any and all media throughout the universe.

By making a Submission You warrant and represent that: (a) it is your original work; (b) that publication of your Submission via various media including Web posting will not infringe on any third party rights; (c) that You have obtained permission from any person whose name or likeness is used in the Submission (if any); and (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. You also warrant and represent that the Submission accurately reflects your experience and/or any depiction is known to be true and is based on your use of any product or service mentioned. Furthermore, You warrant and represent that You have not accepted and will not accept any benefit, directly or indirectly, for the mention of any third party. You acknowledge that, by acceptance of your Submission, SB does not waive any rights to use similar or related ideas previously known to SB, or developed by its employees, or obtained from sources other than you.

You agree that you will not assert against SB any claim, action, suit or demand of any kind whatsoever, including without limitation those grounded upon invasion of privacy, defamation, libel, slander, infliction of emotional distress or for any other reason in connection with the exercise of rights herein granted. You further release SB from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the Submission.
This agreement shall be governed by the laws of the State of Washington. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, next of kin, heirs, administrators, executors, officers and agents, as the case may be.

____________________________________
Signature

____________________________________
Signature

Printed Name(s): ____________________

Date: _______________
Acknowledged: Seabourn