

IMPORTANT NOTICE TO PASSENGERS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN YOUR BOOKING, PASSAGE AND ALL OTHER DEALINGS BETWEEN YOU AND CARRIER, AFFECT YOUR LEGAL RIGHTS AND ARE BINDING ON YOU, TO THE FULL EXTENT PERMITTED BY LAW.

乘客重要須知：請審閱以下航行合約 (PASSAGE CONTRACT) 條款，該條款於法律許可之最大範圍內適用於您與運送人之間您的訂位、搭乘 (PASSAGE) 及其他所有交易，並影響您的法律權利且對您具拘束力。

1. INTRODUCTION; DEFINITIONS.

前言；定義

You and Your traveling companions are deemed to have read, understood and accepted the following terms and conditions of this Passage Contract which shall govern all dealings between You and Carrier. Upon receipt of a deposit (or, where appropriate the full fare), Carrier accepts the Passenger(s) named on the booking confirmation for the Cruise subject to the terms of this Booking and Passage Contract (“Passage Contract”). Except as otherwise expressly provided herein, this Passage Contract constitutes the entire understanding and agreement between You and Carrier and supersedes any prior oral, implied, written or other representations or agreements relating to the subject matter of this Agreement or the Cruise or the Cruise Tour.

您與您的旅行夥伴視同已閱讀、了解並接受以下規範您與運送人所有交易之航行合約條款與條件。於收到訂金（或於其他情況為全額船資）時，運送人依據本訂位及航行合約（下稱「航行合約」）之條件接受遊輪行程訂位確認單所列乘客。除本合約另有其他明定外，航行合約即構成您與運送人間之全部了解及協議，並取代關於本合約標的或遊輪行程或遊輪旅遊過去任何之口頭、默示、書面或其他陳述及協議。

Purchase or use of this Passage Contract, whether or not signed by the Passenger, shall constitute the entire agreement by Passenger, on behalf of himself and all other persons named on the booking confirmation accompanying this Passage Contract (including any accompanying minors or other persons for whom the booking was made/purchased) and can only be modified in writing and signed by Carrier. You may not sell, assign or transfer Your booking and no person other than those named on the booking confirmation may board the Vessel. Any portion or provision of this Passage Contract which is invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability and shall be severed from this Passage Contract without affecting in any way the remaining provisions of the Passage Contract which shall remain in full force and effect. This Passage Contract is drawn up in the English language with Chinese translation. This Passage Contract may be translated into any other language provided, however, that the English language text shall in any event prevail.

購買或利用本航行合約，無論乘客簽名與否，皆構成乘客代表其自身及隨附於航行合約訂位確認單所列所有其他之人（包含任何同行之未成年人及代為訂位／購票對象之其他人）之全部合意，且需經運送人書面簽章方得修改。您不得出售、讓與或轉讓您的訂位，且非訂位確認單所列之人不得登上船舶。航行合約任何部分無效、違法或無法執行時，僅於該無效、違法或無法執行之部分為無效，且應與本航行合約分離，而不影響本航行合約仍應具有完全效力及效果之其他條款。本航行合約以英文撰寫並附上中文翻譯。本航行合約得翻譯任何其他語言，惟任何情形下概以英文文字為準。

Carrier is not responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other monies to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund from Carrier to You.

您的旅行社所為任何陳述或行為，包含但不限於未將您的訂金或其他金錢滙寄運送人（此等情形下您仍負擔對運送人之責任）或未將運送人之退費匯寄予您，運送人概不負責。

Further, receipt by Your travel agent of this Passage Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You. You agree Carrier is not responsible for the financial condition or integrity of any such travel agent.

此外，您的旅行社收到本航行合約或來自運送人之其他任何通訊、通知或資訊，即構成您對於前開資料之受領。您同意運送人就前開旅行社之財務狀況或誠信無須負責。

For the purposes of the defenses, limitations of liability and rights of the Carrier set forth in this Passage Contract only, unless otherwise noted below, “Carrier” as defined here shall include the ship’s Operator, the Vessel named on the booking confirmation (or any substituted ship), the Vessel’s owners, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees.

本合約所稱「運送人」，就本航行合約所載運送人之責任及權利限制及訴訟防禦而言，應包含船舶營運商、訂位系統所列船舶（或任何替代船舶）、船舶所有人、管理人、傭船人及代理人，及其任何關連或關係企業及其主管、船員、駕駛、代理人或員工。

“You,” “Your” and/or “Passenger” mean the person(s) booking or purchasing the Cruise or named on the booking confirmation and person(s) in Your care, including any minor, heir and personal representative.

「您」、「您的」及／或「乘客」係指訂購或購買遊輪行程或訂位確認單上所列之人，以及您照護之人，包含任何未成年人、繼承人及個人代表。

“Cruise” and/or “Cruise Tour” means the scheduled voyage as published in the booking confirmation issued in connection with this Passage Contract, as may be amended pursuant to this Passage Contract, from the port of embarkation to the port of disembarkation, and also includes any air, rail, road or sea transport and any land accommodation components of any cruise tour package sold, taken with or included in the price of the Cruise, and any third party provided activities, shore excursions, tours or shoreside facilities related to or offered during the Cruise.

「遊輪行程」及／或「遊輪旅遊」係指就本航行合約之訂位確認單中所公佈之預定航程，得依據本航行合約予以修訂，從登船港到離船港，也包含所出售、與遊輪行程一併購買或包含於遊輪行程價格之任何遊輪旅遊套裝組合之任何航空、鐵路、公路或海運及任何陸地食宿項目，以及遊輪行程當中所相關或提供之任何第三方提供之活動、岸上觀光、旅遊或岸邊設施。

“Cruise Fare” means the amount payable by You to Carrier for Your Cruise. The Cruise Fare includes the Cruise, scheduled meals and accommodations while on board, air programs and/or other travel components that Carrier may add to Your Cruise Fare and charge to Your stateroom account and/or credit card. The Cruise Fare excludes beer, wine, spirits, sodas or other bottled beverages, gratuities, charges for other incidental items, activities, shore excursions, transportation or personal services during or in connection with the Cruise; or any Government Fees or Taxes, airline or other carriers’ services or baggage fees, for which a separate charge may be imposed.

「遊輪費用」係指您為您的遊輪行程應支付給運送人之金額。遊輪費用包含遊輪行程、船上預定之餐點及住宿、廣播節目及／或運送人得加入您遊輪費用並向您艙房帳戶及／或信用卡計費之其他旅行項目。遊輪費用不含啤酒、葡萄酒、烈酒、碳酸水或其他瓶裝飲料、贈品及遊輪行程期間或與其相關之其他附帶項目、活動、岸上觀光、運輸或個人服務之收費；或得另行收費之任何政府規費或稅賦、航空或其他運送人服務或行李費用。

“Government Fees and Taxes” may include any and all fees, charges, tolls and taxes imposed by domestic and/or foreign governmental or quasi-governmental authorities including but not limited to Customs fees, port fees, head taxes, port fees, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT incurred as part of a land tour, immigration and naturalization fees, whether assessed on a per passenger, per berth, per ton or per vessel basis. In the case of per ton or per vessel assessments, those assessments will be spread over the passenger capacity of the ship. Government Fees and Taxes are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full. Similarly, Carrier reserves the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges. No right of cancellation exists under either of these circumstances.

「政府費用及稅賦」得包含本國及／或外國政府或準政府機構徵收之所有費用、收費、通行費及稅賦，包含但不限於海關費用、港口費用、人頭稅、船塢使用費、碼頭費、檢查費、領港費、機場稅、旅館或陸地旅遊部分衍生之增值稅、入境費，無論係按每名乘客、每個鋪位、每噸或每艘船為基礎課徵。倘按每噸或每艘船課徵，則課徵額將除以船舶之載容量計算。政府規費及稅賦可能會調整，運送人有權收取航行時有效之調漲費用，即使費用已全額支付亦然。同理，運送人保留收取或轉嫁燃油附加費、安全附加費或類似附帶附加費之權利。對於前開情形皆無取消之權利存在。

“Operator” shall mean Carnival plc, a company registered in England, registered number: 4039524, Registered office: Carnival House, 5 Gainsford Street, London SE1 2NE *for select itineraries departing and returning to Australia (Sea Princess, Sun Princess, Dawn Princess), Japan (Sun Princess and Dawn Princess), Singapore (Sapphire Princess), China (Sapphire Princess), and Korea (Diamond Princess and Sapphire Princess).* In selling You cruises and issuing You tickets for itineraries departing from ports other than Australia, Japan, Singapore, China and Korea, Carnival plc acts as sales agent for the Operator of those itineraries: Princess Cruise Lines, Ltd. a company registered in Bermuda, registered number 26415, Registered place: Par La Ville Place, 14 Par La Ville Road, Hamilton HM08, Bermuda.

「營運商」就特定行程往返澳洲（海洋、太陽及黎明公主號）、日本（太陽及黎明公主號）、新加坡（藍寶石公主號）、中國（藍寶石公主號）及韓國（鑽石及藍寶石公主號），係指英商康年華旅行社股份有限公司（登記號碼為 4039524，註冊地址為 Carnival House, 5 Gainsford Street, London SE1 2NE）。而就自澳洲、日本、新加坡、中國及韓國以外港口啟航行程銷售並開票予您者，英商康年華旅行社股份有限公司則係該等行程營運商 Princess Cruise Lines, Ltd.（百慕達公司，登記號碼為 26415，註冊地址為 Par La Ville Place, 14 Par La Ville Road, Hamilton HM08, Bermuda）之銷售代理人。

“Vessel” shall mean such vessel or vessels owned, employed, hired and/or chartered by the Operator in the performance of the Cruise.

「船舶」係指營運商履行遊輪行程時擁有、使用、租用及／或包租之一艘或數艘船舶。

2. PASSENGER'S OBLIGATIONS.

乘客之義務

(A) Before You board the ship, You must:

在您登船，您必須：

(i) Pay Your Cruise Fare.

支付您的遊輪費用。

(ii) Familiarize Yourself with the terms of the Passage Contract.

熟悉本航行合約之條款。

(iii) Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates showing all necessary vaccinations, and all other documents necessary for ports of call in the countries to which You will travel.

攜帶所有必需之旅行文件如護照、簽證、公民證明、再入境許可、未成年人許可，以及顯示所有必要檢疫之醫療證明，以及您將旅遊國家之停靠港其他所有必要文件。

It is Your sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Passengers are advised to check with the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

您應就取得並備妥有效之旅行文件負起全責。建議所有乘客與相關政府機構進行確認，以判斷所需之必要文件。倘您無適當文件，您登船將遭到拒絕或將遭勒令離船，而不生退費、付款、賠償或任何性質扣抵之責任，且因文件不當或未遵循相關法規致使運送人衍生之任何罰款或其他成本，亦將由您負責支付，前開金額得計入您艙房帳戶及／或信用卡計費。

(iv) Arrive at least two hours before the scheduled or amended sailing time and have with You all required documentation. Attach a completed luggage tag to each piece of baggage.

於預定或修訂啟航時間前至少兩小時到達，並攜帶所有規定文件。每件行李均應繫上填寫完畢之行李牌。

(v) Be sure that You and any person in Your care are fit to take the Cruise as fully explained in Section 3 below.

請確認您及任何您所照護之人皆適合搭乘遊輪行程，詳如后述第3條。

(B) Upon boarding the ship, You must register a valid credit card or other acceptable payment method at the Passenger Services/Purser's Desk to cover any charges to Your stateroom account.

於登船時，您應於乘客服務處／總務櫃台登記一張有效信用卡或其他可接受之付款方法，以支付對於您艙房帳戶收取之任何費用。

(C) Prior to disembarking the ship, You must pay in full all amounts charged to Your stateroom account.

於離船前，您應全額支付向您艙房帳戶收取之所有費用。

Carrier shall not be liable for refund, payment, compensation or credit of any kind, nor damages resulting from Your failure to comply with any of the requirements set forth above.

因您未遵循前開任何須知而導致任何性質之退費、款項、賠償或任何扣抵或損害賠償，運送人概不負責。

3. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.

您將特殊需要告知運送人之責任

You agree that You or any person booking on Your behalf must inform Carrier at the time of booking and in writing of any special need or other condition for which You or any other person in Your care may require any special or extra accommodation or medical attention during the Cruise, or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Cruise, You must report it in writing to Carrier as soon as You become aware of it. Failure to report any such condition will release Carrier, the shipboard doctor and all other personnel from any liability related to the accommodation or treatment of such condition or for any other conduct whatsoever in connection therewith. Passengers acknowledge and understand that certain international, foreign or local safety requirements, standards, and/or applicable regulations involving design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Passengers requiring the use of a wheelchair must provide their own standard size wheelchair(s) as Carrier's wheelchairs carried on board the vessel are for emergency medical use only. You acknowledge and agree Carrier may disembark or refuse to embark You or anyone under Your care as set forth in Section 11 below.

您同意於您或於代您訂位之任何人訂位時，應將您或您所照護料之任何人於遊輪行程中可能需要任何特殊或額外之配合或醫療照護，或考慮或有必要使用輪椅或服務動物之任何特殊需要或其他狀況，以書面通知運送人。倘您訂講遊輪行程後產生前開任何特殊需要或狀況，您應於知悉時儘速向運送人提出書面報告。倘未通報前開任何狀況，則將免除運送人、船醫及其他所有人員關於前開狀況之配合或處理或其他任何相關行為之責任。乘客承認並了解，涉及船舶、船塢、登船船橋、錨或其他船上船下設施之設計、建造或操作，特定國際、外國或本地安全規範、標準及／或相關法規可能對於具有行動、溝通或其他障礙或特殊需要之人造成進出限制。由於運送人船舶上之輪椅僅供緊急醫療使用，需使用輪椅之乘客應自行提供其標準尺寸之輪椅。您瞭解並同意運送人得依后述第 11 條規定令您或您所照護之任何人離船或拒其登船。

4. ELIGIBILITY REQUIREMENTS; DRINKING; TOBACCO; GAMING; ALCOHOLIC BEVERAGES.

資格；飲酒；菸；賭博；酒精飲料

The minimum Passenger age is 6 months on Alaska, Canada/New England, Caribbean, Europe, Mexico, Panama Canal, Japan and Singapore itineraries, and 12 months for Asia (non-Singapore/Japan), Orient & Africa, Australia & New Zealand, Hawaii, South America, South Pacific and Transatlantic & Transpacific itineraries. Carrier is unable to accept a booking or subsequently carry a Passenger who is below the minimum age or who will enter the 24th week of pregnancy by the last day of the Cruise. Carrier reserves the right to refuse passage to any Passenger who is below the minimum age, or who appears to be in an advanced state of pregnancy and Carrier shall have no liability whatsoever in respect of either such refusal and/or carriage of any such Passenger.

阿拉斯加、加拿大／新英格蘭、加勒比海、歐洲、墨西哥、巴拿馬運河、日本及新加坡行程之最低乘客年齡為六個月，而亞洲（非新加坡／日本）、東方及非洲、澳洲及紐西蘭、夏威夷、南美洲、南太平洋及橫渡大西洋及橫渡太平洋行程則為十二個月。運送人無法接受遊輪行程最後一日低於最低年齡或懷孕將進入第二十四週的乘客之訂位及後續運送。運送人保留拒絕低於最低年齡或懷孕將進入末期的乘客搭乘之權利，且運送人就前開拒絕及／或用送前開任何乘客不負任何責任。

For cruises on Diamond and Sun Princess operating in Japan and Sapphire Princess operating in Singapore all passengers under the age of 20 must travel with a passenger age 20 or older. For cruises on Sun, Sea and Dawn Princess operating in Australia specific age limits apply and Passenger should

consult with their travel agent or refer to the relevant travel brochure for more information. For all other cruises, Passengers under the age of 21 years must travel in a stateroom with a Passenger 21 years or older who shall assume responsibility for their care during the cruise. For family groups booking multiple staterooms, the minimum age for at least one person in each stateroom is 16 years of age, provided they are traveling with a parent or legal guardian. Carrier is unable to accept group reservations for student or youth groups that do not conform to our minimum age requirements. Each passenger agrees and warrants that he/she will supervise any passenger in his/her care at all times to ensure all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Passengers under their supervision.

針對於日本營運之鑽石及太陽公主號以及於新加坡營運之藍寶石公主號遊輪行程，20 歲以下之所有乘客皆應與 20 歲以上（含）之乘客同行。於澳洲營運之太陽、海洋及黎明公主號遊輪行程適用特定年齡限制，如需更多資訊，乘客應洽詢其旅行社或參考相關旅行宣傳冊。其他所有行程，未滿 21 歲之乘客應於艙房中與 21 歲以上（含）之乘客同行，由其承擔遊輪行程中之照護責任。針對預訂多個艙房之家庭團體，每個艙房至少一人應至少滿 16 歲，惟應與父母或法定監護人同行。運送人無法接受未符合本公司最低年齡規範之學生或青年團體訂位。每位乘客皆同意並保證其將隨時監督其照護之任何乘客，以確保其所監督之所有乘客皆嚴格遵循所有政策，以及運送人及船隻之其他所有規則。

For all vessels sailing from Japanese ports, the minimum age for gambling and drinking alcohol is 20 years or older. For all cruises originating from Australian or Asian ports other than Japan, as well as the Emerald Princess sailing round trip from Southampton, the minimum drinking and gambling age is 18 years or older. No Passenger under the age of 18 shall be permitted to purchase cigarettes or tobacco products. Indoor areas onboard the vessels are non-smoking and smoking is only permitted in designated sections. Outdoor smoking areas are clearly posted throughout the vessel. Smoking is prohibited in Passenger staterooms and balconies. Violations to the onboard smoking policy will result in a US\$250 fine for each occurrence, which will be charged to Your stateroom account. Repeated violations may result in You being disembarked prior to the end of the Cruise without any refund. The use of electronic cigarettes is never permitted in dining areas or in the Theatre.

航行於日本港口之所有船舶，賭博及飲酒之最低年齡為 20 歲以上（含）。於日本以外之澳洲或亞洲港口啟航之遊輪行程，以及往返南安普敦之翡翠公主號，賭博及飲酒之最低年齡為 18 歲以上（含）。未滿 18 歲之乘客皆不得購買香煙或菸草產品。船上室內區域不得吸煙，且僅得於指定區域吸煙。戶外吸煙區皆於船舶四處明確公告。乘客艙房及陽台禁止吸煙。違反船上吸煙政策者，每一件違規罰款 250 美元，並將計入您的艙房帳戶。若再犯，您可能於遊輪行程結束前即遭勒令離船，而不予退費。用餐區或戲院禁止使用電子香煙。

You agree not to bring alcoholic beverages of any kind on board for consumption except one bottle of wine or champagne per person of drinking age (no larger than 750 ml) per voyage only in Your carry-on luggage. A corkage fee of US\$15.00 per bottle (which is subject to change without notice) will be applied to wine and champagne brought aboard by You and consumed in the ship's public areas. Any wine(s) or champagne(s) supplied by the Carrier to You as a gift are not subject to a corkage fee. At embarkation, all luggage will be scanned for suspected alcohol in excess of the one bottle policy as provided herein. Your luggage will undergo a secondary inspection by a security team operating under CCTV (closed circuit surveillance) or in the event Your luggage is locked, You will be notified and are required to attend the secondary inspection where any alcoholic beverages of any kind found in violation of the one bottle policy will be removed and discarded. Carrier shall not be responsible for any loss, cost, disappointment or damage of any kind as a result of any alcoholic beverages removed in violation of the one bottle policy. You agree to surrender alcoholic beverages that are purchased duty free from the ship's gift shop, or at ports of call. Such beverages shall be surrendered to Carrier and will be delivered to Your stateroom on the last night of the voyage.

除已達飲酒年齡者，每人每趟航程可於隨身行李中攜帶一瓶葡萄酒或香檳酒（不超過 750 毫升）外，您同意不將任何種類酒精飲料帶上船飲用。您帶上船並於船上公共區域飲用之葡萄酒或香檳，將適用每瓶開瓶費 15 美元（可能調整，不另行通知）。運送人所提供您作為贈品之所有葡萄酒或香檳酒無須支付開瓶費。登船時，所有行李都將掃描偵測是否有疑似超過本合約一瓶酒政策之酒類。您的行李將由閉路電視下作業之安全小組進行第二次檢查，或倘您的行李上鎖，您將獲得通知，並必須參加該二次檢查，經發現違反一瓶酒政策之任何酒精飲料都將予以移除並丟棄。因違反此一瓶酒政策而移除任何酒精飲料所生任何種類之損失、成本、失望或損害，運送人概不負責。您同意將船舶禮品店或停靠港免稅購買之酒精飲料交給運送人，該酒精飲料將於航程最後一夜送到您的艙房。

You further agree to abide by all age, gender or other eligibility requirements applicable to any other activities, services or facilities available during the Cruise, including but not limited to those associated with use of any spa facilities, and to ensure that You supervise the use of any such facilities by any minor in Your care. There may be age restrictions applicable to activities on the ship and ashore, which are established for the safety and well-being of all participants. Carrier and all independent contractors, as the case may be, reserve the right to revise eligibility requirements for activities during the cruise or ashore for safety or other lawful reasons from time to time, and with which each Passenger agrees to comply.

您也同意遵守遊輪行程期間其他任何可供利用活動、服務或設施所適用之所有年齡、性別及其他資格規範，包含但不限於任何與 SPA 設施使用相關者，並確實督導您照護之任何未成年人對於前開設施之使用。為所有參與者之安全及福祉，船上及岸上活動可能設有相關年齡限制。運送人及所有獨立承包商（視情形而定）保留基於安全或其他合法理由隨時修改行程或岸上活動資格規範之權利，每位乘客皆同意予以遵循。

5. YOUR RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF SHIP; NO SOLICITATION.

您遵循法令、船舶規則之責任；勸誘之禁止

You shall be responsible for complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each country or state from or to which You will travel, as well as the requirements as set forth in this Passage Contract. You must at all times obey all the rules, regulations and orders of the ship, Carrier and the Captain. You shall conduct Yourself in a proper manner and with due regard to the health, safety, comfort, enjoyment of all persons at all times. You shall not solicit other Passengers for commercial purposes or advertise goods or services on board the ship without Carrier's prior written permission. You may be disembarked without Carrier's liability for refund, payment, compensation or credit of any kind if You or any Passenger for whom You are responsible violate any of these requirements, and agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance on demand.

您有責任遵循您旅遊每個起迄國家所有入境、港口、衛生、海關及警察機關之規範及其他所有法令以及本航行合約所載規範。您應隨時遵循船舶、運送人及船長之規則、規章及命令。您應以適當方式作為，並隨時尊重所有人健康、安全、舒適、享受之需求。未經運送人事前書面同意，您不得基於商業目的於船上向其他乘客進行勸誘或廣告商品或服務。倘您或您負責之任何乘客違反此等規範，您可能遭勒令離船，運送人將不負退款、付款、賠償或扣抵之責，而因前開未合規所可能導致之任何費用或罰金，您並且同意於接獲請求時負擔及／或賠償運送人。

6. UNAUTHORIZED STOPOVER OR DISEMBARKATION.

未獲准之逗留或離船

Unauthorized stopover or disembarkation or failure to make any sailing of the ship at any port shall be at Your sole risk and expense. You may be denied subsequent boarding, and You will not be entitled to any refund, payment, compensation or credit of any kind.

您就未獲准之逗留或離船或未於任何港口登船應承擔一切風險並負擔所有費用。您後續登船可能遭拒，且您無權取得任何性質之退費、付款、賠償或扣抵。

7. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.

醫療保健及其他私人服務

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited, delayed or unavailable and emergency medical evacuation may not be possible from every location to which the ship sails. Therefore, You warrant that You and those who are under Your care are fit to travel. You acknowledge that all health, medical (including medical evacuation transportation) or other personal services in connection with Your Cruise are provided solely for the convenience and benefit of Passengers who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the ship or elsewhere at Your sole risk and expense without liability or responsibility of Carrier whatsoever, and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on Your behalf. Because Carrier is not a medical provider, doctors, nurses or other medical or service personnel work directly for Passenger and shall not be considered to be acting under the control or supervision of Carrier. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers and other personal service personnel shall be considered independent contractors who work directly for the Passenger.

由於海上航行及所造訪港口之性質，可提供之醫療可能有限、延遲或無法提供，且可能無法於船舶每個航行目的地進行緊急醫療後送，因此您保證您與您所照護者皆適於旅行。您承認與您遊輪行程相關之所有醫療保健（包含醫療後送運輸）或其他私人服務僅為乘客之便利及利益而提供，得向乘客收取該服務之費用。您接受並使用船上或其他地方可供利用之醫藥、醫療及其他私人服務時，您應承擔所有風險及費用，運送人無須承擔任何責任或職責，您並同意補償運送人為您所生之所有醫療或後送之成本或費用。由於運送人並非醫療提供者，因此醫師、護士或其他醫療或服務人員直接為乘客工作，不視為於運送人指揮或監督下之作為。同理，且於未限定之情形下，所有 SPA 人員、攝影師、講師、客座講師及表演者及其他私人服務人員應視為直接為乘客工作之獨立承包商。

8. NO ANIMALS.

不得攜帶動物

No pets or other animals are allowed on the ship at any time except for certain necessary service animals of a disabled Passenger, which require written notification to the Carrier at the time of booking Your Cruise and Carrier's written approval. You agree to accept responsibility, reimburse and/or indemnify Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on the Cruise. You further agree to determine and meet any documentary or other requirements related to the animal.

除殘障乘客之特定必要服務動物（需於您訂購遊輪行程時書面通知運送人，並獲得其書面許可）外，船上任何時間皆不得攜帶寵物或其他動物。您同意就遊輪行程中攜帶之任何服務動

物所生任何相關損失、損害或費用負責，並償還及／或補償運送人。您也同意判斷並符合該動物相關之任何記錄或其他規範。

9. CANCELLATION BY YOU; REFUND, RECOMMENDATION FOR TRAVEL INSURANCE/PROTECTION

您的取消；退費、旅遊保險／保障之建議

You are required to pay a cancellation fee (including 3rd and 4th berths) if You cancel Your Cruise, Cruisetour or Cruise Plus package. Cancellation fees are based on the fare paid, excluding Government Fees & Taxes, transfers, fuel supplement(s), surcharges, shore & land excursions and most pre-purchased gift(s) and/or special service(s). You are not entitled to any refund, payment, compensation or credit except as otherwise provided in this Section. Any refunds will be made directly to the method of payment You used at the time of booking and Your travel agent and You must receive Your refund directly from these sources. You may cancel by telephone or electronic advice via a Carrier-approved Computer Reservation System, provided that Carrier immediately receives written confirmation of cancellation. Cancellation notices shall be deemed effective as of the time of receipt by the Operator.

倘您取消您的遊輪行程、遊輪旅遊或增值遊輪套裝行程，則您必須支付取消費（含第三及第四同房床位）。取消費係基於已支付之費用，不含政府規費及稅賦、轉乘、燃油補充費、附加費、岸上及陸地觀光及多數預購禮品及／或特殊服務。除本條另有其他規定者外，您將無權獲得任何退費、付款、賠償或扣抵。所有退費將直接按您於訂位時之付款方法進行，且您的旅行社及您必須直接從這些來源獲得退費。您得經由運送人認可之電腦訂位系統以電話或電子通知方式取消，惟運送人應立即收到取消之書面確認。取消通知於營運商收到時間視為生效。

The amount of cancellation fee varies based on length of sailing for cruise/cruisetour and timing of cancellation for cruise/cruisetour and Cruise Plus package. Please refer to Your booking summary for the cancellation policy that applies to Your booking or contact Your travel representative.

取消費用金額視遊輪行程／遊輪旅遊之航程長短及遊輪行程／遊輪旅遊及增值遊輪套裝行程之取消時間而有所不同。請參閱您訂位摘要中適用於您的訂位之取消政策，或連絡您的旅遊代表。

Cancellation Policy Exception(s): If You have purchased a specially priced promotion where the deposit and/or the entire cruise fare is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever if You cancel Your booking.

「取消政策之除外情事」：倘您已購買特別訂價之促銷方案，其中訂金及／或整個遊輪費用為自付款時點起 100%無法退費，當您取消訂位時，您將無權取得任何退費、付款、賠償或扣抵。

10. TRAVEL INSURANCE; AT EASE WAIVER PROGRAM

旅遊保險；安心豁免計劃

Carrier recommends that You obtain Your own insurance and/or travel protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with Your Cruise. If You have enrolled under the At Ease Waiver program, You must notify the provider of this program, of any cancellation in accordance with the program's applicable requirements. Refunds or credits available under the At Ease Waiver program are subject to the terms of that program.

運送人建議您自行取得與您遊輪行程產生或衍生之相關行李、個人物品遺失或損毀、旅程取消及緊急疏散、意外死亡或損傷、疾病及醫療費用之保險及／或旅行保障。倘您參加「安心豁免計劃」，則您應就任何取消，依此計劃相關規範，通知此計劃提供者。依據安心豁免計劃可利用之退費或扣抵應符合該計劃之條款。

11. CARRIER'S RIGHT TO REFUSE YOUR BOOKING AND PASSAGE, CANCEL YOUR RESERVATION; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.

運送人拒絕您訂位及搭乘或取消您訂位；將您禁閉於您艙房內或勒令離船之權利

Carrier reserves the right to refuse booking of passage on a Cruise to any person or to cancel Your existing Cruise reservation for any reason without liability for refund or compensation of any kind and regardless of a passenger's Captain Circle loyalty level or existing benefits. Any person(s) refused booking or passage in advance of the scheduled sailing by Carrier will be given a refund of their Cruise Fare. Captain Circle points have no cash value and therefore will not be refunded. No refund will be given to a Passenger who is refused passage or whose reservation has been cancelled if the Passenger books a Cruise after Carrier has advised the Passenger that he/she is no longer allowed to sail on any of its vessels.

運送人保留拒絕任何人訂位搭乘遊輪行程或基於任何理由取消您現有遊輪行程訂位之權利，而無須負擔任何性質之退費或賠償責任，不論乘客之 Captain Circle 忠誠度層級或現有福利為何。任何於定航行前遭拒絕訂位或搭乘之人，將獲得其遊輪費用之退費。Captain Circle 積點並無現金價值，因此將不退費。乘客經運送人告知其不再獲准搭乘其任何船舶後，倘乘客仍訂購遊輪行程，則搭乘遭拒或訂位遭取消之乘客將不予退費。

Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any Doctor, You or any minor or other person in Your care during the Cruise are unfit for any reason for the Cruise, or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason.

倘運送人、船長或任何醫師全權認為遊輪行程中您或您所照護之任何未成年人或其他人基於任何理由不適合該遊輪行程，或您的出現可能不利於您或其他任何人的健康、舒適或安全，或依船長基於任何理由判斷為適合者，除本合約另有其他規定，運送人得隨時勒令您離船或拒絕您登船、將您禁閉於艙房、將您進行檢疫、束縛、變更您的住宿或勒令您離船。

Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. If You are required to remain on board the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You or those accompanying You. If You become unfit to travel for any reason during the Cruise and/or You disembark early, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

運送人保留要求您的醫師出具證明您適於旅行信函之權利，但請求該信函不表示運送人拋棄本條所載勒令您離船或拒絕您登船之權利。倘您基於受傷、生病或失能或任何政府或主管機構之行動，或其他非運送人過失之理由，必須待在船上或其他任何地方，您應就所導致之一切成本及費用，包含您或您同行者之食物、運輸、住宿、醫療及／或遣返服務，支付或償還

運送人。倘您於遊輪行程中基於任何理由變成不適合旅行，及／或您提早離船，則運送人不負任何性質之退費、付款、賠償或扣抵責任。

12. CARRIER'S RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL.

運送人偏離預定路線、變更登船／離船港口、取代運輸方式、取消遊輪行程及活動及變更或略過停靠港口之權利。

The Carrier cannot guarantee the Vessel will call at every advertised port or follow every advertised route or schedule. Although Carrier will do its best to maintain the itinerary, Carrier may at any time, cancel the cruise; deviate from the scheduled ports of call, route and/or timetable; change the port of embarkation or disembarkation; call or omit to call at any port or place or cancel or modify any activity on or off the ship; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; shorten the Cruise or substitute ships, aircraft or other transportation or lodging. Accordingly, You should not make any important arrangements or meetings based on the scheduled Cruise, which may change without liability to Carrier.

運送人無法保證船舶將停靠每個廣告中所述港口或遵循每條廣告路線或時刻表。儘管運送人將儘量維持行程，但運送人仍得隨時取消遊輪行程；偏離預定停靠港口、路線及／或時間表；變更登船或離船港口；停靠或跳過任何港口或地方，或取消或修改船上及船下任何活動；遵循所有政府法律及政府機構下達之命令；提供生命及財產救援協助；縮短遊輪行程或更換船隻、航空器或其他交通方式或住宿。因此，由於預定遊輪行程可能改變而運送人無須負責，您不應按預定之遊輪行程安排重要約定或會議。

You shall have no claim against Carrier, and Carrier shall not be liable for damages or a refund of the Cruise fare, any portion thereof, or other refund, payment, compensation or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, whenever the cancellation or change was beyond Carrier's exclusive control. Carrier's non liability extends without limitation to any of those causes described in Section 15(B) and/or inclement weather; health, medical or environmental considerations; labor, political or social disturbances or unrest; or operational, commercial or safety reasons; or was based on a good faith belief by the Carrier or the ship's Captain that the Cruise or any portion thereof might endanger the vessel or expose any person or property to loss, injury, damage or delay.

只要取消或變更超過運送人控制範圍外，您對於運送人不享有任何請求權，且運送人亦不就損害賠償或遊輪行程費用或其任何部分之退還或其他任何性質退費、付款、賠償或扣抵；亦不就旅館或餐點費用、旅行費用或其他任何損失、延誤、不便、失望或費用負擔任何責任。運送人之免責適用於（但不限於）第 15(B)條所載任何條款及／或險惡天候；健康、醫療或環境考量；勞工、政治或社會動盪或動亂；或營運、商業或安全理由；或基於運送人或船舶船長基於善意對於遊輪行程或其任何部分可能危及船舶或使任何或財產曝露於損失、傷害或延遲之認定。

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and was within the exclusive control of Carrier, You agree the liability of the Carrier, if any, shall nonetheless be limited as follows:

倘（且唯有）取消或變更係基於前項以外理由發生且於運送人控制範圍內，您同意運送人之責任（如有）仍應限制如下：

- (A) If Carrier cancels the entire cruise before it has started, it shall refund the Cruise Fare (less any air or accommodation charges incurred).
倘運送人於遊輪行程開始前取消其全部，則應退還遊輪費用（扣除已產生之航空或住宿費用）。
- (B) If the sailing is delayed and You are not accommodated on board the ship, Carrier may arrange accommodation and food at no additional expense to You.
倘航程遭到延誤，且您在船舶上未能膳宿，則運送人得安排住宿及餐飲，您無須付擔額外費用。
- (C) If the scheduled port of embarkation or disembarkation as specified in the passage ticket is changed, Carrier shall arrange transportation to it from the originally scheduled port.
倘船票所載預定登船或離船港口變動，運送人應安排從原定港口到該港口之交通。
- (D) If the Cruise is terminated or ends early, Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your unused Cruise Fare, transfer You to another ship or transport You to the scheduled final port.
倘遊輪行程終止或提前結束，則運送人得選擇核發遊輪行程扣抵，就您未使用之遊輪費用按比例退費、讓您轉搭另一艘船或將您送往預定最終港口。
- (E) If You pay the Carrier an amount above the Cruise Fare for a shore excursion or other activity that is cancelled, You will be limited to a refund, if any, of the amount paid for the cancelled activity. Under no circumstances shall the Carrier be or become liable for consequential or other damages of any kind sustained by any Passenger except as expressly provided herein.
倘您針對遭取消之岸上觀光或其他活動支付運送人高於遊輪費用之金額，則您的退費（如有）僅限於針對取消活動已支付之金額。除本合約明示規定外，於任何情形下運送人絕不就乘客之附帶或其他任何性質損害承擔責任。

13. NOTICE CONCERNING SAFETY AND SECURITY.

安全及保全須知

Carrier visits a large number of ports in numerous countries around the world. At any given moment there are likely to be “trouble spots” in the world in terms of war, terrorism, crime, Act of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Passengers while off the ship. Accordingly, it may be necessary to change, cancel or terminate the scheduled cruise or any activities related to the cruise, including without limitation shore excursions and port visits. Although Carrier endeavors to provide reasonable protection for Your comfort and safety onboard its ships, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Passengers that they must ultimately assume responsibility for their actions while ashore. Government agencies regularly issue advisories and warnings to travelers giving details of local conditions in specified cities and countries according to such agency’s perception of risks to travelers. Carrier strongly recommends that Passengers obtain and consider such information when making travel decisions.

運送人於世界各地造訪許多國家眾多港口。於任何特定時間，世界各地可能有戰爭、恐怖主義、犯罪、天災、內亂、勞資爭議及／或其他潛在傷害來源之問題地點。當地狀況及基礎設施可能造成乘客離船活動之危害。因此，可能有必要變更、取消或終止預定遊輪行程或遊輪

行程任何相關活動，包含但不限於岸上觀光或港口停靠。儘管運送人努力為您船上的舒適及安全提供合理保障，但運送人仍無法保證免於戰爭、恐怖主義、犯罪或其他潛在危害來源之所有相關風險。運送人提醒所有乘客上岸時必須為其行動負最終責任。政府機構定期依據其對於旅行風險之觀點發佈特定城市及國家之旅遊建議及警告，並註明當地詳細狀況。運送人強烈建議乘客作旅行決定時，應取得並考慮前開資訊。

14. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS.

行李及個人物品，責任限制

You may take a reasonable amount of luggage on board containing only Your personal effects, which shall include suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and other personal effects necessary for the Cruise. If You travel by air or other transportation the terms and conditions of the airline or other transportation provider apply to Your carriage on those conveyances. You may not take on board firearms, controlled or prohibited substances, inflammable or hazardous items, any other items prohibited by applicable law, or any other item Carrier deems in its sole discretion to be detrimental to the safety or comfort of any person.

您得攜帶合理數量、僅包含您私人物品之行李上船，其中包含手提箱、大衣箱、小提箱、小背包、含衣服之衣架、化妝品及遊輪行程其他必要私人物品。倘您以航空或其他交通方式旅行，則該航空或其他交通提供者之條款與條件適用於您於該運輸工具之攜帶。您不得攜帶槍械、管制或禁止物質、易燃或有害項目或相關法律禁止之其他任何項目，或運送人全權認定將妨礙任何人安全或舒適之其他任何物品登船。

You agree that Carrier's liability for loss or damage to baggage or personal property is limited to U.S. \$250 per bag. In no event shall Carrier be liable for normal wear or tear of Your property or baggage. Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables. You warrant that no such items will be presented to Carrier within any baggage, and release Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. Such items must be shipped to Your destination by other means. Passengers are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others.

您同意運送人對於行李或個人財產之損失或損害責任以每袋 250 美元為限。運送人絕不為您財產或行李正常耗損負責。運送人並不承諾將生財工具、家庭用品、易碎或貴重物品、貴金屬、珠寶、文件、票據或其他貴重物品視為行李托運。您保證不將前開物品置於任何行李中交給運送人，倘違反本保證規定而將前開物品交給運送人，您將免除運送人就該物品損失或損毀之一切責任。前開物品應以其他方式運往您的目的地。強烈建議乘客隨時保管貴重物品、不可替換物品及藥品，不要將該物品打包到行李或手提箱由他人處理。

Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products or business or other documents, whether carried within Your luggage or otherwise, that is found to be caused beyond Carrier's exclusive control. You may use the safe in Your stateroom.

However, You agree use of the stateroom safe will not increase Carrier's liability as provided in this Passage Contract.

您置於行李內攜帶之現金、證券、票據、珠寶、黃金、白銀或類似貴重物品或寶石、藝術品、電子裝置、電腦（手持式、膝上型或其他型式）、DVD 播放機、數位或快閃碟電腦設備、磁碟、記憶卡或其他電子儲存裝置、手持或類似裝置、行動電話、照像機、錄影帶或錄音帶、CD、望遠鏡、娛樂設備、牙科硬體、眼鏡（含眼鏡、太陽眼鏡及隱形眼鏡）、助聽器、藥物、醫療設備、輪椅、速克達、烈酒或其他酒精飲料、香煙、菸草產品或商業或其他文件，倘經查非於運送人全權控制之原因下遭到遺失、失竊、損毀或丟棄，則運送人不負其責。您得使用您艙房內之保險箱，惟您同意對於艙房內保險箱之使用不增加運送人於本航行合約所載之責任。

You agree that baggage or property, including all lost and found items retained by Carrier or delivered by You to Carrier, which remains unclaimed in writing for more than 90 days after Your disembarkation shall be deemed abandoned and the sole property of Carrier and You relinquish any claim thereto. You further agree to pay all fees and expenses incurred by Carrier to deliver any such items that are claimed by You, and Carrier assumes no responsibility whatsoever for otherwise delivering any such items or delivering items that are prohibited by law.

您同意倘行李或財產（包含運送人保留或您交給運送人之所有失物招領物品）未於您離船後 90 日內書面具領者，視同放棄，且成為運送人單獨所有，您亦放棄對其提出任何請求權。您也同意就您請領之任何物品，支付運送人交付該物品所衍生之所有收費及費用，且運送人絕不就交付該物品或交付法律禁止之物品承擔任何責任。

15. LIMITATIONS ON CARRIER'S LIABILITY; EXCURSIONS OPERATED BY THIRD PARTY INDEPENDENT CONTRACTORS; INDEMNIFICATION

運送人責任限制；第三方獨立承包商營運之觀光；賠償

(A) General: Nothing contained in this Passage Contract shall limit or deprive Carrier of the benefit of any applicable statute or laws, or any international convention providing for release from, or limitation of, liability.

一般規定：本航行合約所訂任何規定皆不限制或剝奪運送人任何相關法規或法律或免除或限制責任之任何國際公約之利益。

(B) Acts Beyond Carrier's Control, Force Majeure: Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.

運送人不可控制之行為、不可抗力：因天災導致之死亡、傷害、疾病、損害、延遲或任何人或財產任何性質之損失；戰爭；內亂；勞資爭議；恐怖主義、犯罪或他潛在傷害來源；政府干預；海上危險；火災；船舶遭扣押或扣留；提供醫療或其他協助之需要或非運送人所能控制之其他任何原因，或顯然非運送人過失造成之其他作為或疏忽，運送人皆不負其責。

(C) Claims for Emotional Distress: Carrier shall not be liable to the Passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such damages proven in a court of competent jurisdiction arising from

and attributable to Passenger's physical injury or as the result of Passenger having been at actual risk of immediate physical injury proximately caused by Carrier's negligence ("Emotional Harm").

精神上損害之請求權：運送人於任何情形下絕不因任何性質之精神上損害、精神痛苦或心理傷害而向乘客負責，但因乘客身體傷害所生或導致、經有權管轄法院證明之損害，或因運送人之過失所造成立即身體傷害之實際風險所致者（下稱「精神傷害」），不在此限。

- (D) Assumption of Risk: You agree that by using the ship's pools, sauna athletic or recreational equipment and facilities or taking part in organized group or individual activities, whether on or off the ship or as part of a shore excursion, You assume the risk of injury, death, illness or other loss.

風險負擔：您同意您使用船舶游泳池、桑拿運動或休息設備及設施，或參與組織團體或個人活動時，無論係船上或船下或作為岸上觀光之部分，你負擔了傷害、死亡、疾病或其他損失之風險。

- (E) Excursions, Shoreside Services and Other Transportation: All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders, provided in connection with, before, after or during Your Cruise, including but not limited to pre- and post- cruise activities, shore excursions, hotel accommodations, meals, or transportation of any kind including, but not limited to, air travel to and from the ship, are provided, owned and/or operated by third party independent contractors whose employees, facilities, conveyances, products and services are not subject to Carrier's supervision or control. In providing or selling reservations or tickets for any such activities, services or transportation or by accompanying You during such activities, Carrier does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such third party independent contractors or their employees, conveyances or facilities. Carrier accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service or transportation or any loss, delay or disappointment for any cancellations of any excursion, service or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking or ticketing. Carrier makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services, products or facilities. Any liability for such services will be governed by this Passage Contract and the contracts and/or tariffs between You and such service companies. You agree that, Carrier's liability, if any, for non-performance of any independent contractor providing such facilities or services shall not exceed the amounts received for such facility or services by Carrier on Your behalf.

觀光、岸邊服務及其他交通工具：除搭乘運送人之船舶或小船外，您遊輪行程前後或期間提供之所有相關旅行設施、旅遊、活動、產品或服務，包含但不限於經由任何船舶、航空器或其他運輸工具之遊輪行程前後任何性質活動、岸上觀光、旅館住宿、餐點或交通，包含但不限於往返船隻之航空旅行，皆由第三方獨立承包商提供、擁有及／或營運，其員工、設施、運輸工具、產品及服務皆未受到運送人指揮或監督。運送人提供或出售前開活動、服務或交通工具之訂位或票證，或於前開活動中陪同乘客，係為便利乘客，並有權就前開觀光、服務或交通工具之銷售收費並賺取利潤，但並不承諾指揮或監督前開第三方獨立承包商或其員工、運輸工具或設施。因任何觀光、服務或交通工具所衍生之任何損失、延遲、損害、傷害、死亡或不實陳述，或任何觀光、服務或交通工具任何取消之任何損失、延遲或失望，包含但不限於航班取消、訂位錯誤、升等、超售或票務，

運送人皆不負其責。關於前開任何承包商、交通工具、行程、服務或設施之適用性、安全性、保險或其他層面，運送人皆未作任何明示或默示保證。前開服務之任何責任皆以本航行合約及您與前開服務公司間之契約及／或費率為準。您同意運送人對於提供前開設施及服務之任何獨立承包商債務不履行之責任（如有）不應超過運送人代您就前開設施或服務所收到之金額。

- (F) Contributory Negligence; Indemnification: You acknowledge that Carrier's liability will be reduced in proportion to any negligence or fault attributable to You. You agree to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by You or imposed upon Carrier as a result of any act, omission or violation of law, standard of care or this Passage Contract by You or any minor or other Passenger in Your care.

與有過失；賠償：您承認運送人之責任將按可歸責於您之任何過失或錯誤按比例降低。因您或您所照護之任何未成年人或其他乘客之任何行為、疏忽或違法行為、注意義務或本航行合約而由您所生或由運送人所承受之任何性質損害賠償、責任、損失、處罰、罰金、收費或費用，您同意償還並賠償運送人。

16. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; FORUM; GOVERNING LAW.

請求權及法律行動通知；時效；審判地點；準據法

- (A) Notice of Claims and Time Limits for Legal Action:

法律行動請求權通知及時效：

- (i) Claims for Injury, Illness or Death: In cases involving claims for Emotional Harm, bodily injury, illness to or death of any Passenger, no lawsuit shall be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 6 months from the date when the Emotional Harm, bodily injury, illness or death occurred (2) legal action on such a claim is filed within 2 years from when the date of the Emotional Harm, injury, illness or death occurred and (3) valid notice or service of any such action is effected upon Carrier within 90 days after commencement of the action;

傷害、疾病或死亡之請求權：倘發生任何乘客精神傷害、身體傷害、疾病或死亡之請求權相關案件，除以下情形外，不得向運送人提起訴訟：(1)自精神傷害、身體傷害、疾病或死亡發生日期後六個月內將註明請求權完整內容之書面通知送達運送人，(2)前開請求權之法律行動係於精神傷害、身體傷害、疾病或死亡發生日期後兩年內提出，及(3)法律行動後 90 日內將前開任何法律行動之有效通知或傳票送達運送人。

- (ii) All Other Claims: No claim of any kind, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this Passage Contract or Passenger's cruise, other than for Emotional Harm or bodily injury, illness or death of any Passenger, shall be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to the Carrier within 15 days of the actual or scheduled termination date of the Cruise (whichever occurs first) as specified in connection with this Passage Contract, (2) legal action on such claim is filed within 6 months from such scheduled termination date, and (3) valid notice or service of any such action is effected upon Carrier within 90 days after commencement of the action.

其他所有請求權：任何種類之請求權，包含但不限於據稱違反基本權、歧視、消費者或隱私權法律或其他法定、憲法或法律權利，或針對「航行合約」或「乘客」遊輪行程（任何「乘客」之「精神傷害」或身體傷害、疾病或死亡除外）所相關或衍生或有關之任何損失、損害賠償或費用皆不得向「運送人」提出，除非(1)「遊輪行程」實際或預定終止日期（以較早發生者為準）15 日內將註明請求權全部細節之書面通知送達「運送人」，(2)前開請求權之法律行動係於前開預定終止日期後六個月內提出，且(3)法律行動開始後 90 日內將前開任何法律行動之有效通知或傳票送達「運送人」。

- (B) Forum and Jurisdiction for Legal Action: Any dispute against Carnival plc arising out of or in connection with this Passage Contract or, transportation and/or services provided or to be provided by Carnival plc shall be litigated against Carnival plc only before a court of competent jurisdiction located in Taiwan. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

管轄：與英商康年華旅行社股份有限公司因本航行合約或英商康年華旅行社股份有限公司提供或將提供之交通運輸及／或服務所衍生或相關之一切爭議，僅得於台灣有管轄權之法院向英商康年華旅行社股份有限公司提起訴訟。您同意前開管轄權，並拋棄於前開法院採取前開法律行動時得提出之異議。

- (C) Governing Law: All claims arising out of or related to the Passage Contract or Your Cruise shall be governed by English law. If a court or tribunal applies any law other than English law, Carrier shall (in respect of all exclusions and limitations of liability) be entitled to the maximum protection allowed by that law including statutory protection of limitation as to the amount of damages recoverable.

準據法：本航行合約或您的遊輪行程所衍生或相關之一切請求權之準據法為英國法。倘法院或法庭適用英格蘭法以外之法律，則運送人應（關於責任之所有除外及限制）有權享有該法律允許之最大保護，包含關於可請求損害賠償之消滅時效。

- (D) Notice to Carrier: Any notices or other communication required to be given under the terms and conditions of this Passage Contract shall be deemed served to the other party if personally delivered, sent by Courier or post with signature upon delivery requested to Carrier at 9F.-1, No.77, Sec. 3, Nanjing E. Rd., Zhongshan Dist., Taipei City 10487, Attention: Legal Claims.

給運送人之通知：依本航行合約條款與條件規定應提供之所有通知或其他通訊，倘專人送達、以快遞或郵寄送達、送達時簽收且送達 10487 台北市中山區南京東路三段 77 號 9 樓之 1 予運送人（收件人：Legal Claims），視同送達對方。

17. RIGHT TO INSPECT

檢查權

In the interest of safety and convenience of other Passengers, You agree Carrier has, at all times with or without notice, the right to enter and search Your stateroom, personal safe or storage spaces, or to search You, Your baggage and/or personal effects at any location. You also agree to the confiscation and/or sequestration of any property which may, in the opinion of the Carrier, the Captain and/or any Officer onboard the Vessel, be likely in any way to inconvenience, endanger or impair the health, safety or reasonable comfort of any person onboard or not, or to endanger or the impair the safety of the Vessel or any other property.

為其他乘客之安全及便利，您同意運送人有權於通知或未通知之情形下隨時進入並搜索您的艙房、私人保險箱或儲存空間，或於任何地點搜查您、您的行李及／或個人物品。您同意倘任何財產依運送人、船長及／或船舶上任何幹部之意見，可能對於船上任何人造成不便，或危害或減損其健康、安全或合理之舒適，或危害或減損船舶或其他任何財產之安全，得予以沒收及／或扣押。

18. USE AND DISPLAY OF LIKENESS; PERSONAL DATA; PRIVACY NOTICE; PUBLIC WIRELESS SERVICES.

肖像之使用及展示；個人資料；隱私通知；公共無線服務

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Passengers, process, display and sell such photos to You and other Passengers. Carrier may utilize closed circuit television or other surveillance means on board the Vessel.

您授權運送人及其被授權人以任何方式且基於任何目的，於現在已知或未來設計之所有媒體使用您於遊輪行程擷取之您的照片／聲音／標記，而不受任何限制。專業攝影師拍攝乘客照片，加以處理、展示，並出售予您及其他乘客。運送人得利用船舶上之閉路電視或其他監控工具。

During the booking process and Your cruise holiday, You may provide personal data to Carrier that may include Your name, address, date of birth, email address, Your telephone number, special occasion dates, vacation preferences and passport and credit card information (cardholder name, card number and expiration date) as well as emergency contact information (the name, address and telephone number of someone not traveling with You who Carrier can contact in case of an emergency). ("Personal Information") In addition You may provide Carrier with certain additional information relating to Your dietary or religious preferences, health requirements, health insurance information, medical conditions, gender or sexual preference. ("Sensitive Information"). The purpose of collection by Carrier include, but not limited to, providing the services You have booked to You, improving our services by analyzing the Your personal data, sharing Your personal data with Carrier's affiliate in order to provide better and more comprehensive service to You, and marketing the services provided by the Carrier and its affiliates that could be interesting to You. You acknowledge and agree to provide accurate and current information and to update that information as appropriate.

於訂位過程及您的遊輪行程假期中，您可能提供可能包含您姓名、地址、生日、電子郵件地址、您電話號碼、特殊場合日期、度假偏好及護照及信用卡資訊（持卡人姓名、卡號及到期日），以及緊急連絡資訊（並未與您同行但運送人於緊急情況可連絡之某人姓名、地址及電話號碼）之個人資料（下稱「個人資料」）予運送人。此外，可能提供關於您膳食或宗教偏好、健保要求、健保資訊、身體狀況、性別或性取向（下稱「敏感資料」）之額外資料予運送人。運送人收集之目的包含但不限於提供您訂購之服務予您、經由分析您個人資料以改進本公司服務、與運送人關係企業分享您個人資料以提供更好、更全方位之服務予您，並行銷運送人及其關係企業提供且您可能感興趣之服務。您承認並同意提供正確及最新資訊，並就該資訊作適當更新。

You further acknowledge and agree Carrier may (a) keep and utilize Your Personal Information and Sensitive Information (collectively, "PSD") as long as the purpose of collection remains; (b) use Your PSD in its business worldwide including but not limited to respond to Your inquiries, process orders, contact You regarding customer service, advise You of products or services which may be of interest

to You or to personalize Carrier's service to meet Your needs or preferences (c) share it with Carrier's affiliated/related companies so that such affiliates/related companies may use such PSD to send You marketing materials which may be of interest to You, and (d) subject it to processing worldwide provided Carrier's safeguards are used. You agree any PSD You provide to Carrier in Taiwan may be used, processed and transferred within and outside Taiwan and specifically to the U.S.

您並且承認並同意運送人得(a)保留並利用您的個人資料及敏感資料（下稱「個人敏感資料」），只要收集目的不變即可；(b)將您的個人敏感資料用於運送人全球業務，包含但不限於回應您的詢問、處理訂單、針對客戶服務與您連絡、告知您可能感興趣之產品或服務，或將運送人之服務客製化以符合您的需求或偏好，(c)將其與運送人之關係／關係企業分享，使其得以使用該個人敏感資料將您可能感興趣之行銷資料寄給您，及(d)將其作全球處理，惟應採用運送人之防護措施。您同意您於台灣提供運送人之任何個人敏感資料皆得於台灣以內或以外使用、處理及移轉，特別是對美國之移轉。

You also acknowledge and agree Carrier may use and disclose Your PSD to unaffiliated third parties: (a) after You request or authorize it; (b) to help complete a transaction for You; (c) to comply with law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas; (d) to enforce this Passage Contract or other agreements, or to protect the rights, property or safety of Carrier or others including but not limited to reporting, assessing, investigating and otherwise managing accidents/incidents, including disclosures to lawyers and insurers; (e) for medical treatment (including medical disembarkation) purposes, including disclosures to health service providers, medical evacuation assistance companies, hotels, airlines, travel agents and, where You are unable to consent, next of kin (f) as part of a purchase, transfer or sale of services or assets (g) when provided to Carrier's agents, outside vendors or service providers to perform functions on Carrier's behalf; or (h) as described in Carrier's policies, as amended from time to time.

您亦承認並同意以下情形運送人得將您的個人敏感資料向非關係第三方揭露：(a)經您請求或授權；(b)協助您完成交易；(c)遵循法律、相關法規、政府及準政府請求、法院命令或傳票；(d)執行本航行合約或其他協議，或保護運送人權利、財產或安全，包含但不限於通報、評估、調查及管理事故／事件，包含向律師及保險業者進行揭露；(e)為醫療（含醫療離船）之目的，包含向保健服務提供者、醫療後送協助公司、旅館、航空公司、旅行社及您的近親（倘您無能力同意）之揭露；(f)作為購買、移轉或出售服務或資產之部分；(g)提供「運送人」代理人、外部廠商或服務供應者代運送人履行功能時；或(h)如運送人隨時修訂之政策所載。

Carrier takes steps to protect Your PSD including the use of internet security technology to encrypt information and implementing business practices and procedures including staff training on the importance of protecting PSD. You also play a role in protecting your PSD and You can help to maintain the security of your transactions by not sharing your booking number or password with anyone except those who are authorized to making booking arrangements on Your behalf. If Carrier receives instructions using your booking number or log-in information and password it is assumed that the instructions have been authorized by You.

運送人採取保護您個人敏感資料之步驟，包含使用網際網路安全技術將資訊加密，並施行相關商業措施及程序，包含針對保護個人敏感資料之重要性訓練人員。您於保護您的個人敏感資料亦扮演重要角色，此外，除經授權代您訂位之人外，不將您訂位號碼或密碼與其他人分享，也有助於維護您交易之安全。倘運送人接獲使用您訂位號碼或登錄資訊及密碼之指示，將假定該指示經過您的授權。

You consent to Carrier sending You commercial electronic messages, including by email and messaging services such as SMS, and to Carrier contacting You by telephone and fax, to provide

information about Carrier's products and services. You may request to be removed from Carrier's contact list at any time.

您同意運送人可向您傳送商業電子訊息，包含經由電子郵件及簡訊等傳訊服務，並同意運送人經由電話及傳真與您連絡，也同意運送人提供其產品及服務資訊。您得隨時請求自運送人連絡名單中移除。

Carrier may, but is not required to, make wireless Internet or telephone access ("Wireless Services") available as a convenience; Carrier accepts no responsibility for interruptions in its service. You agree to use Wireless Services at Your own risk; Carrier shall not be liable in any manner for resulting claims (including without limitation lack of privacy), losses or damages. Using Wireless Services is public; information sent or received is not guaranteed to be private. Your PSD may be available to third parties. By using Wireless Services You agree Carrier may monitor, record, intercept and disclose any transmissions and may provide to others all information relating to all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law. You agree to comply with the Carrier's Terms and Conditions of Wireless Services.

運送人得（但無義務）提供無線網路或電話接取服務（下稱「無線服務」）供便利之用；運送人不因該服務之中斷而負責。您同意自負風險使用無線服務；運送人不承擔任何所導致之請求權（包含但不限於缺乏隱私）、損失或損害賠償責任。使用無線服務為公開；收發之資訊不保證其隱私。您的個人敏感資料可能第三人取得。使用無線服務即表示您同意運送人得監控、記錄、攔截並揭露任何傳輸，並得依其全權考量或依法律要求，將所有無線服務一切相關資訊（例如帳務、帳戶或使用記錄）提供他人。您同意遵循運送人之無線服務條款與條件。

Carnival plc, August/2013

英商康年華旅行社股份有限公司，2013年7月