

航行合約

IMPORTANT NOTICE TO GUESTS: PLEASE CAREFULLY READ THE FOLLOWING PASSAGE CONTRACT TERMS THAT GOVERN ALL DEALINGS BETWEEN YOU AND THE CARRIER (DEFINED BELOW), AFFECT YOUR LEGAL RIGHTS, AND ARE BINDING ON YOU TO THE FULL EXTENT PERMITTED BY LAW; PARTICULARLY SECTION 5 GOVERNING ELIGIBILITY REQUIREMENTS FOR SAILING, SECTION 6, WHICH CONTAINS IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES, AND REQUIREMENTS RELATED TO ISSUES OF PUBLIC HEALTH SUCH, SECTION 14 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 15 AND 16 LIMITING LIABILITY OF THE CARRIER, THE VESSEL, AND OTHERS FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 17 LIMITING YOUR RIGHT TO SUE, IDENTIFYING THE FORUM FOR SUIT, REQUIRING ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND WAIVING YOUR RIGHT TO ARREST OR ATTACH CARRIER'S VESSELS.

賓客重要須知：請審閱以下航行合約條款。在法律允許的最大範圍內，該合約對您的預訂、航行和您與運送人之間的所有其它交易均適用，並影響到您的法律權利並對您具有約束力。特別是關於航行資格要求的第5條，第6條，其中載有與公共衛生問題有關的重要條款、條件、政策、程序和要求，關於提供醫療和其他個人服務的第14條，運送人及船舶對於死亡、疾病、傷害或其他與行李或個人財產有關的損壞索賠賠償責任的限制的第15條和第16條，以及第17條限制您起訴的權利，確定訴訟地，要求仲裁和放棄對某些索賠的陪審團審判，以及放棄您拘拿或扣押運送人船舶的權利。

1. INTRODUCTION; DEFINITIONS; GOVERNING LAW.

前言；定義；準據法。

Upon booking the Cruise, each Guest named on the booking confirmation/statement explicitly agrees to the terms of this Passage Contract. Any Guest booking or purchasing the Cruise represents that they are authorized by all accompanying Guests to accept and agree to all the terms and conditions set forth herein.

在預訂遊輪時，預訂確認書/聲明中的每位賓客明確同意本航行合約的條款。任何賓客預訂或購買遊輪均表示，他們已獲得所有隨行賓客的授權，接受並同意本協議規定的所有條款和條件。

You acknowledge and agree that, except as otherwise expressly provided herein, the resolution of any and all disputes between Carrier and any Guest shall be governed exclusively and in every respect by the general maritime law of the United States without regard to its choice of law principles, except (1) in cases involving death arising outside the United States, which shall be governed exclusively by the Death on the High Seas Act, 46 U.S.C. § 30301, *et seq.* and (2) You, the Carrier, and any third party beneficiaries of this Passage Contract shall be severally liable and not jointly for any breaches of this Passage Contract and for any acts or omissions that occur during the "Cruise" (as defined below). To the extent such maritime law is not applicable, the laws of the State of California (U.S.A.) shall govern the contract, as well as any other claims or disputes arising out of that relationship. You agree this choice of law provision replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

您承認並同意，除本協議另有明確規定外，運送人與任何賓客之間發生的任何及所有爭議，均應受美國一般海事法排他性管轄，而無需考慮其法律選擇原則，但下列情況除外：(1) 發生在美國境外死亡案件，應受《公海死亡法》（《美國法典》第 46 編§30301 等）排他性管轄，及 (2) 您、運送人和本航行合約的任何第三方受益人應就航行期間（定義如後），違反本航行合約或任何作為或不作為承擔個別責任，非連帶責任。在該海事法不適用的範圍內。如果此類海事法不適用時，應由加州（美國）法律作為本合約之準據法，並據此定其爭議及索賠。您同意此選法規則取代、代替及優先於任何相反規定之州法或國家法律。

This Passage Contract constitutes the entire understanding and agreement between You and the operator of the vessel ("Carrier"), which is Princess Cruise Lines, Ltd. unless the cruise is a time charter operated by Carnival plc, in which case Carnival plc is the Carrier, and supersedes any other prior oral, implied, written or other representations or agreements between You and Carrier, except that in the event of a direct conflict between a provision of this Passage Contract and a provision of the *Cruise Industry Passenger Bill of Rights* (PBOR) in effect at the time of booking, the PBOR controls. This Passage Contract governs the relationship between You and Carrier, whether the Cruise is purchased by You or on Your behalf and can only be modified by a subsequent writing signed by Carrier. You may not sell, assign or transfer Your booking or this Passage Contract. Any portion

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or provision of this Passage Contract that is invalid, illegal, or unenforceable shall be ineffective only to the extent of such invalidity, illegality, or unenforceability and, except as noted in Section 17(B)(ii) below, shall be severed from this Contract without affecting in any way the remaining provisions of the Passage Contract which shall remain in full force and effect.

本航行合約構成您與船舶運營商（“運送人”）之間的全部了解和協定，運送人是指公主遊輪，除非該遊輪是由 Carnival plc 營運的定期包船，在此情況下 Carnival plc 是運送人，並取代您與運送人之間先前的任何口頭、默示、書面或其他陳述或協議，除非航行合約的條款與預訂時有效的《遊輪行業賓客權利法案》（“PBOR”）的條款發生直接衝突，則以 PBOR 為準。無論該遊輪行程是由您購買還是他人代所您購買，您與運送人間之關係受本航行合約所規範，且需經運送人書面簽章方得修改。您不得出售、轉讓或轉移您的訂位或本航行合約。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，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，除下列第 17(B)(ii) 條所述外，在不以任何方式影響航行合約其它條款的情況下，這些條款將繼續完全有效。

You and Carrier agree and intend that certain third-party beneficiaries derive rights and exemptions from liability as a result of this Passage Contract. Specifically, all of Carrier's rights, exemptions from liability, defenses and immunities under this Passage Contract (including, but not limited to, those described in Sections 4, 6, 7, 8, 14, 15, 16, and 17) will also inure to the benefit of the following persons and entities who shall be considered "Carrier" only for purposes of such rights, exemptions from liability, defenses and immunities: Carrier's employees, agents, Alaska Railroad Corporation, the vessel named on the booking confirmation/statement (or any substituted vessel), the vessel's tenders, the vessel's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew members, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, shore excursion providers, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such vessel or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires. Guests participating in the Ocean Medallion Program are subject to the additional terms and conditions, which are incorporated herein by reference.

運送人和運送人同意並有意使某些第三方受益人因本航行合約而獲得權利和免責。具體而言，運送人在本運送合約項下的所有權利、責任免除、訴訟防禦和豁免權（包括但不限於 4、6、7、8、14、15、16 和 17 條所規定的權利）也將有利於下列人員和實體的利益，這些人員和實體僅為上述權利、免責事由、抗辯及豁免之目的而被視為“承運人”：運送人的雇員、代理人、阿拉斯加鐵路公司、訂位確認書/聲明上指定的船舶（或任何替代船舶）、船舶投標書、船舶所有人、經營人、經理、租船人和代理人、其任何附屬或相關公司及其高級職員、船員、飛行員、代理人或雇員，以及所有特許權所有人、獨立承包商、醫生和醫務人員、零售店人員、保健和美容人員、健身人員、岸上觀光供應商、旅遊經營者、造船廠和所有零部件、小輪、附件、船舶或設施的製造商，無論是在海上還是在岸上提供者，屬於或由其所有人、經營人、經理、代理人、租船人、承包商或特許經營人擁有或經營的任何此類船舶。參加海洋勳章計畫的賓客須遵守附加條款和條件，這些條款和條件並應列本合約。

"You," "Your" and "Guest" mean the person(s) booking or purchasing the Cruise or named on the booking confirmation/statement and persons in their care, including any minor, and their heirs, relatives, successors in interest, traveling companions, and personal representatives.

“您”、“您的”和/或“賓客”係指訂購或購買遊輪行程或訂位確認單/聲明書上所列之人，以及由您照護的人，包括任何未成年人、繼承人、親屬、利益繼承者、旅行夥伴及個人代表。

"Cruise" means the scheduled voyage as published in the booking confirmation/statement 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 land-sea package sold, taken with or included in the price of the Cruise, and any activities, shore excursions, tours, or shoreside facilities related to or offered during the Cruise.

“遊輪行程”係指就本航行合約之訂位確認單/聲明書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海陸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有相關或提供之任何活動、岸上觀光、旅遊或岸邊設施。

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"Cruise Fare" means the amount payable by You to Carrier for the Cruise, scheduled meals, accommodations while on board, air programs, and/or other travel components added to Your Cruise Fare and charged to Your stateroom account and/or credit card. The Cruise Fare does not include beer, wine, spirits, sodas or other bottled or specialty beverages, the discretionary Crew Incentive for Your Cruise, or required Service Charges on optional purchases as further explained below, travel protection purchased through the booking process, or charges for other incidental items, activities, excursions, transportation, or personal services during or in connection with the Cruise; or any Taxes, Fees, Port Expenses, airline or other carriers' services or baggage fees, for which a separate charge may be imposed. Your Cruise Fare can also include packaged fares where items are not added as a separate purchase.

"遊輪費用"係指您就您的遊輪行程所應支付給運送人之金額，包含遊輪行程、船上預定之餐點及住宿、廣播節目及 / 或運送人得列入您遊輪費用並向您客艙帳戶及 / 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或特別飲品、選擇性支付的船員獎勵，或下列所述其他自行選購服務之應付服務費、透過訂位流程購買的旅遊保障，或遊輪行程期間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稅賦、政府規費及港埠費用、航空或其他運送人服務或行李費用。您的遊輪費用亦可包含非單獨購買項目之打包費。

"Crew Appreciation" and "Service Charges": A Crew Appreciation will be automatically added to Your onboard account for Your convenience, to recognize the efforts of a wide variety of crew members in various departments who interact directly with Guests and/or behind the scenes throughout every cruise, including those in the Dining, Entertainment, Guest Services, and Galley areas. The amount of the Crew Appreciation is based on Your stateroom category. The Crew Appreciation is subject to adjustment at Your discretion, except as otherwise provided in the Crew Appreciation and Service Charge Policy. A Service Charge will be automatically added to optional purchases of beverage packages, drinks, dining room and specialty dining, onboard parties, and other services or amenities provided to Guests that are not included in the Cruise Fare. The Crew Appreciation and Service Charge payments on all vessels in our fleet are pooled and distributed in the form of compensation, including bonuses. For further details, please review our Crew Appreciation and Service Charge Policy, which can be found on the Carrier's website (external link: <https://www.princess.com/html/global/disclaimers/crew-appreciation/>).

"船員獎勵"和"服務費": 為方便您，船員獎勵將自動添加到您的客艙帳戶中，以表彰各個部門的各船員的努力，他們在每次巡航期間直接與賓客和/或幕後互動，包括在餐飲、娛樂和客艙服務和廚房區域。船員獎勵的金額是根據您的客艙類別而定。除非船員獎勵和服務費政策另有規定外，船員獎勵金會根據您的意見調整。服務費將自動添加到可選擇購買的飲料套裝、飲料、餐廳和特色餐廳、私人團體活動及其他服務，或其他未包含在遊輪船票費裡，供乘客自由選擇的產品、服務或設施。船隊中所有船舶的「船員獎勵和服務費」將計入共同基金裡並以津貼或獎勵金之形式分配給全船隊之船員。欲瞭解更多詳情，請查看我們的船員獎勵和服務收費政策，可在運送人網站查閱（外部連結：<https://www.princess.com/html/global/disclaimers/crew-appreciation/>）。

"Taxes, Fees & Port Expenses" as used by Carrier, may include any and all fees, charges, tolls and taxes imposed on the Carrier by governmental or quasi-governmental authorities, as well third-party fees and charges arising from a vessel's presence in a harbor or port. Taxes, Fees & Port Expenses may include U.S. Customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees, as well as fees for navigation, berthing, stevedoring, baggage handling/storage and security services. Taxes, Fees, & Port Expenses may be assessed per guest, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of guests on the vessel. Taxes, Fees & Port Expenses 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.

"稅賦、政府規費及港埠費用"包含政府或準政府機關所徵收，並船舶停靠港口所需支付給第三方之所有費用、收費、通行費及稅賦。上開費用可能包含海關費用、人頭稅、巴拿馬運河通行費、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、入境費及營業費用，並助航費、鋪位費、貨物卸載費、行李手續/貯藏費或保安檢查費用。稅賦、政府規費及港埠費用可能會按每名乘客、每個鋪位、

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每噸或每艘船為基礎課徵。稅費之課徵是按每噸或每艘船為基準，並以船舶之載客量計算。稅賦、政府規費及港埠費用可能會調整，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。

2. GUEST'S OBLIGATIONS.

賓客之義務

(A) Before You board the vessel, You must
在登船前，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.
熟悉本航行合約的條款。
- (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.
攜帶所有必要的旅行證件，如護照、簽證、公民身份證明、再次入境許可、未成年人許可、健康證明（顯示已進行所有必要的預防接種）以及您將經過的沿途停靠港口所需的所有其它文件。

It is the Guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Guests are advised to check with their travel advisor or the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without recourse or 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.

賓客應全權負責獲得並在必要情況下提供適當的有效旅行證件。建議所有賓客與租船人或適當的政府部門核實，確定所需的必要文件。如果您未攜帶適當的文件，將會被拒絕登船或上岸且運送人不承擔責任，且您無權獲得任何類型的退款、付款、賠償或抵用信用扣抵額，並且如果由於您的證明文件不當或不符合適用規定導致運送人被收取任何罰金或其它費用，則您將負責支付該等費用，透過您的客艙帳戶和/或信用卡收取。

PASSPORT REQUIREMENT WHEN MINORS TRAVEL WITH ONE ADULT ON VOYAGES GOVERNED BY U.S. WESTERN HEMISPHERE TRAVEL INITIATIVE ("WHTI") (includes travel within BERMUDA, CANADA, CARIBBEAN, MEXICO, UNITED STATES) 未成年人與一名成年人在美國及其他西半球旅行計畫 ("WHTI") 管轄之區域內（包括百慕達、加拿大、加勒比海、墨西哥、美國境內的旅行）航行旅遊時，應攜帶護照。When minors are traveling with only one adult 21 years of age or older, Carrier requires that all guests must be in possession of a valid passport. Carrier has implemented this requirement so that Your party remains together should an emergency arise that requires one or more in Your party to be disembarked in a non-U.S. port. Carrier cannot guarantee that all members of Your party will be allowed to disembark with only a WHTI-compliant document or birth certificate.

如果未成年人僅與一名 21 歲或以上的成年人同行時，運送人要求所有賓客必須持有有效護照。運送人執行此項要求，是為確保發生緊急情況時，需要一名或多名貴方人員在非美國港口下船時，貴方保持同行。運送人不能保證您的團隊成員僅憑符合 WHTI 的文件或出生證明而被允許下船。

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- (iv) Arrive at least two hours before the scheduled or amended sailing time and have with You all required documentation. Attach a completed Carrier luggage tag to each piece of baggage.
您必須至少在預訂的或修改的啟航時間之前兩小時抵達，並攜帶所有必要的證件。並在每件行李上附上一個完整的行李牌。
- (v) Be sure that You and any person in Your care are fit to take the Cruise. (See Sections 6 and 9, below).
確保您以及您照護的所有人的健康狀況均適合進行遊輪旅行（詳細解釋請見以下第六、九條）。

(B) Upon boarding the vessel, You must register a valid credit card or other acceptable payment method at the Guest Services Desk to cover any charges to Your stateroom account.
登船後，您應於賓客服務櫃檯處登記一個有效的信用卡或其他可接受的付款方式，以用於交納在您的客艙帳戶下產生的任何費用。

(C) Prior to disembarking the vessel, You must pay in full all amounts charged to Your stateroom account.
在離船前，您必須全額支付在您的客艙帳戶下產生的所有費用。

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、賠償或任何信用扣抵額或損害賠償，運送人概不負責。

3. NOTICE CONCERNING SAFETY AND SECURITY.

關於安全及安檢須知

Carrier visits many 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, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to Guests while off the vessel. 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 on board its vessels, motorcoaches, dayboats and/or railcars owned or operated by us, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime or other potential sources of harm. Carrier reminds all Guests that they must ultimately assume responsibility for their actions while ashore. The United States Department of State and other similar 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 Guests and their travel advisors obtain and consider such information when making travel decisions. Although unlikely, the vessel may be confronted by actual or threatened war, warlike operations or hostilities. Carrier has the absolute right and sole discretion to respond to safety concerns of any kind including, but not limited to, sailing with or without lights, deviating from customary practices or rules and regulations concerning navigation, cargo or other matters in time of peace, or sailing armed or unarmed and with or without convoy.

運送人造訪了世界上許多國家的眾多港口。在任何特定時間，世界上都有可能出現戰爭、恐怖主義、犯罪、天災、內亂、勞工糾紛和/或其他潛在的傷害源等“問題地點”。當地狀況和基礎設施也可能會對離船的賓客造成危險。因此，可能有必要更改、取消或終止預訂的遊輪行程或與遊輪有關的任何活動，包括但不限於岸上觀光和港口參觀。儘管運送人努力為您船上的舒適及安全，並由我們所擁有或營運的長途巴士、日遊快艇及/或軌道列車等服務提供合理保障，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。運送人公司提醒所有賓客，他們必須最終為自己在岸上的行為承擔責任。美國國務院和其他類似的政府機關定期向賓客發佈諮詢和警告，根據該機構對賓客風險的認知，提供特定城市和國家當地情況的詳細資訊。運送人強烈建議賓客和其旅行顧問在做出旅行決定時獲取並考慮這些資訊。雖然可能性不大，但該船可能面臨實際或威脅的戰爭、戰爭行動或敵對行動。運送人有絕對權利並得全權酌情

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決定回應任何類型的安全問題，包括但不限於有燈光或無燈光航行，偏離有關航行、貨物或其他和平時期的慣例或規則和條例，或武裝或非武裝航行，帶或不帶護航。

There are risks inherent to being aboard the vessel and other means of transportation. These include, by way of example, having to evacuate the vessel or other means of transportation in case of emergency, having to move about on the vessel or other vessels during rough seas and lack of access to full medical services. For people who are ill or who have a mental or physical disability or impairment, these risks are more significant. For example: access to all parts of the vessel, other means of transportation or to facilities on shore may be difficult or impossible for some guests. In addition, medical evacuations during the Cruise, whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. Carrier reserves the right to determine, in its sole discretion exercised in good faith, whether and when a medical evacuation of any guest from the vessel will occur.

在遊輪上和其他交通工具上存在固有的風險。舉例來說，這包括在緊急情況下必須撤離船舶或其他運輸工具，海象不佳或無法獲得全面醫療服務時，必須在船舶或其他船舶上移動。對於患病或有精神或身體身障或殘障的人來說，這些風險更大。例如：一些賓客可能很難或不可能進入船舶的所有區域、其他交通工具或岸上的設施。此外，遊輪航行期間的醫療撤離，無論是海上、透過接駁船或偏離預定航程，都可能造成傷害的風險增加，可能因各種原因而不可行。運送人依誠信原則，保留權利得自行決定是否以及何時從船上對任何賓客進行醫療撤離的權利。

4. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION; CONFINE YOU TO STATEROOM OR DISEMBARK YOU.

運送人有權拒絕您的預訂和航行、取消您的預訂；限制您待在客艙或要求您離船。

Carrier reserves the right to refuse booking of passage on a Cruise to any person or to cancel Your existing Cruise reservation for any lawful reason and regardless of a guest'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 are not redeemable for cash. 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. 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. Except as otherwise provided, if You are required to remain on board the vessel 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 and/or those accompanying You. If You become unfit to travel for any reason during the Cruise and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a cruise after Carrier has advised You that You are no longer allowed to sail, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind.

運送人有權出於任何原因拒絕任何人的遊輪行程預訂或取消您現有的遊輪預訂，且無需承擔任何類型的退款或賠償，且不論該賓客的公主遊輪會員（Captain Circle）忠誠度層級或現有利益。在預訂航程開始前被運送人拒絕預訂或航行的任何人將獲得其票價的退款，且運送人再無其他責任。由於公主遊輪會員（Captain Circle）信用扣抵額無現金價值，因此將不獲得退款。除非本合約另有規定外，如您或未成年人或任何由您照顧之人在航行期間，基於任何原因不適宜乘船，或若您繼續處於船上將造成您個人或其他乘客之健康、舒適或安全有危害之虞，根據船長、醫護人員或運送人的建議，運送人將有權單獨決定是否使您離船、禁止您上船、限制您於客艙內、對您實施隔離、拘束您、更改您的住房或於任何時候使您離船，而毋庸承擔退款、償還、補償或信用責任。運送人有權要求您的醫生出具證明您適於旅遊之證明書，但出具該證明書不表示您即可免除上述由相關人員根據安全性對您做出的限制與安排。如您被要求應留滯於船上是由於受傷、疾病、身障或因任何政府或當局之要求，或任何非可歸責於運送人之原因時，您須支付運送人所有因您或您同行者產生之費用，包括飲食、交通、住宿、醫療和/或遣返服務。旅遊期間，如您基於

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任何原因不适宜旅遊和/或您提早離船，或您被拒絕航行，或在運送人通知不再允許您航行後並取消您的預定，運送人毋須承擔任何退款、償還、補償或信用扣抵額。

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

資格要求；飲酒；抽菸；賭博；酒精飲料。

The minimum Guest age to sail is 6 months of age at the time of embarkation in order to sail on Alaska, Canada/New England, Caribbean, Mexico, China, Europe (excluding Transatlantic), Japan (roundtrip) and Panama Canal itineraries. On all other cruises where there are more than 2 consecutive sea days, the minimum Guest age is 12 months of age at the time of embarkation in order to sail. No Guest under 21 years of age is permitted to book a cruise, and any Guest under 21 years of age must travel in a stateroom with a Guest 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. We are unable to accept group reservations for student or youth groups that do not conform to our minimum age requirements. Each Guest agrees and warrants that he/she will supervise any Guest 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 Guests under their supervision. For cruises operating in Japan, all guests under the age of 20 must travel with a guest age 20 or older. For cruises operating in Singapore and Taiwan, all guests under the age of 18 must travel with a guest age 18 or older. For cruises operating in Australia, specific age limits apply and You should consult with Your travel advisor or refer to the relevant travel brochure for more information.

搭乘始發阿拉斯加、加拿大和新英格蘭、加勒比海、墨西哥、中國、歐洲（橫渡大西洋航線除外）、日本（往返航線）和巴拿馬運河航線旅行的賓客最低航行年齡登船時須滿 6 個月，所有其他包含兩個連續航海日以上的航線的賓客最低年齡是 12 個月。21 歲以下的賓客不允許預訂遊輪行程，未滿 21 歲之賓客應於客艙中與 21 歲以上（含）之賓客同行，該賓客應在遊輪行程期間負責照顧他們。對於預訂多個客艙的家庭團體，每間客艙至少一人的最低年齡為 16 歲，惟應與父母或法定監護人同行。我們不接受不符合我們最低年齡要求的學生或青年團體的團體預訂。每位賓客同意並保證，他/她將隨時監督任何由他/她照顧的賓客，以確保在其監督下的所有賓客嚴格遵守所有政策以及運送人和船舶的所有其他規則。所有在日本運營的遊輪航次，20 歲以下的賓客必須與 20 歲或以上的賓客一起在一個客艙旅行。所有在新加坡和臺灣運營的遊輪航次，18 歲以下的賓客必須與 18 歲或以上的賓客一起在一個客艙旅行。所有在澳洲運營的遊輪航次，將適用特定的年齡限制，您應諮詢您的旅行顧問或參閱相關旅行手冊以獲取更多資訊。

No Guest under the age of 21 may purchase, possess or consume alcohol on board during the Cruise. No Guest under the age of 18 shall be permitted to engage in any gaming activities on board any vessel or to purchase cigarettes or tobacco products. On some sailings the minimum age for alcohol is under 21 and each Guest agrees to abide by whatever alcohol age restriction is in place on the vessel during the Guest's cruise. Indoor areas on board 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 Guest staterooms and on balconies. Violations to the onboard smoking policy will result in a \$250 cleaning fee 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 and at Your cost. The use of electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems is allowed within the confines of the Guest's stateroom (balcony not included) and within designated smoking areas only.

航行期間，21 歲以下的賓客不得在船上購買、持有或消費酒精。未滿 18 歲之賓客不得在任何船舶上從事任何博彩活動或購買香菸或菸草製品。某些航程的最低飲酒年齡為 21 歲以下，每位賓客同意遵守船上規定的任何飲酒年齡限制。船上室內區域不得吸菸，只允許在指定區域吸菸。戶外吸菸區在整個船舶上都有明確的標示。客艙和陽臺禁止吸菸。違反船上吸菸政策者將導致每次 250 美元的清潔費違規罰款，這將被計入到您的客艙帳戶。反覆違規可能導致您被要求遊輪行程結束前即遭勒令離船，而不予退費且可能向您收取所生費用。在賓客的客艙範圍內（不包括陽臺）和指定的吸菸區得使用電子菸、個人加熱菸或電子式尼古丁遞送系統。

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Guests agree not to bring alcoholic or non-alcoholic beverages on board for consumption or for any other use except as follows:

除以下情況外，賓客同意不攜帶酒精或非酒精飲料上船以供消費或用於任何其他用途：

- For Guests of legal drinking age, an allowance of one (1) bottle of wine or champagne (750 mL in volume or less) per Guest per Voyage may be presented to security during embarkation. A US \$20.00 corkage fee will be charged should Guests wish to consumer their wine or champagne in the ship's public areas.

對於符合法定飲酒年齡的賓客，在登船期間，每人每趟航程可允許攜帶一（1）瓶葡萄酒或香檳（容量不超過 750 毫升）。如果賓客希望在船上的公共區域飲用葡萄酒或香檳，將收取 20 美元的開瓶費。

- A US \$20.00 corkage fee (which is subject to change without notice) will apply to each additional bottle (750 mL in volume or less) beyond the one-bottle per Guest per Voyage allowance. Limitations apply, and wine brought in quantities deemed to be excessive by the vessel or security will be refused.

如賓客攜帶數量超過每位賓客每次航程一瓶的額度，每增加一瓶（容量小於等於 750 毫升）將收取 20.00 美元的開瓶費（如有更改，恕不另行通知）。攜帶超額酒類者，船方或安檢人員認為數量過多的酒水將有可能遭到拒絕或限制。

- Guests are also prohibited from bringing water, sodas and other non-alcoholic beverages on board that are packaged in bottles. A small quantity of non-alcoholic beverages (i.e., sparkling water, sodas, juice, milk) packaged in cans or cartons may be brought on board on embarkation day, only if carried on in Guests' hand luggage (not in checked luggage). A small quantity is considered a maximum of 12 sealed, unopened cans/cartons of 12 ounces each or less per person. Guests will be asked to discard open beverages in plastic containers prior to boarding.

禁止賓客攜帶瓶裝水、瓶裝蘇打水和其他非酒精類瓶裝飲料登船。少量罐裝或紙盒包裝的非酒精飲料（即汽水、蘇打水、果汁、牛奶）可以在登船日當天攜帶上船，但必須置於賓客的隨身行李中（而不是放在托運行李中）。此處的少量是指每人最多攜帶 12 瓶密封、未開封且容量為每瓶 12 盎司以下的罐裝或紙盒裝飲品。賓客將被要求在登船前，被要求丟棄已開封之塑膠瓶裝飲品。

All checked and carry-on luggage will be scanned and any prohibited items, including alcoholic/nonalcoholic beverages will be removed, confiscated, and discarded. If Your luggage is locked, the lock may be removed by security or, alternatively, the luggage will be held by security until You can be present for an inspection and any items in question further identified and/or surrendered. Carrier shall not be responsible for any loss, cost, disappointment or damage of any kind as a result of any luggage lock removal, alcoholic/nonalcoholic items, or other prohibited items removed and discarded in violation of the policy. You agree to surrender alcoholic beverages that are purchased duty free from the vessel's gift shop, or at ports of call, to Carrier, which will be delivered to Your stateroom just prior to disembarking the voyage. Any wine or champagne supplied by the Carrier to You are not subject to a corkage fee. Purified or distilled water in factory-sealed containers (including plastic containers) for use in conjunction with medical device(s) are allowed in checked luggage and must be packed with the device(s). Distilled/purified water in a factory-sealed container(s) (including plastic containers) for the reconstitution of infant formula are allowed in checked luggage for staterooms with infant bookings. Limitations apply, and allowances are subject to change without notice and remain subject to situational assessments by both security and the vessel.

所有托運和隨身行李皆應掃描受檢，包括酒精/非酒精飲料在內的任何違禁物品將被移除、沒收和丟棄。如您的行李被上鎖，鎖可能會被安檢人員移除，或行李將由安檢人員保管，直到您可以到場接受檢查並進一步識別及/或交出任何有問題的物品。因任何行李被拆鎖、酒精/非酒精物品或其他違禁物品被移除和丟棄而導致的任何損失、費用或損害，運送人無須承擔任何責任。您同意將從船上禮品店或在停靠港免稅店購買的酒精飲料交給運送人保管，運送人將在下船前將其送還至您的客艙。運送人提供您之所有葡萄酒或香檳酒均無須支付開瓶費。為與醫療器材一起使用之出廠密封容器（包括塑膠容器）裝的純淨水或蒸餾水可以放在托運行李中，且須與醫療器材一起打包。用於嬰兒配方奶粉之脫水/濃縮（還原）食品的出廠密封容器（包括塑膠容器）裝蒸餾水/純淨水可放入預訂嬰兒客房的托運行李中。可攜數量可能調整，不另行通知，且可能基於安檢和船舶評估而受影響。

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Guests who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel. Guests with questions about traveling on a vessel while pregnant should refer to the "Pregnancy" portion of the Frequently Asked Questions (external link: <https://www.princess.com/en-int/faq/pre-cruise>) section of the Carrier's website for more information about limitations to, and requirements for, cruising while pregnant.

在遊輪航程的最後一天將進入懷孕第 24 周的賓客應同意不得預訂遊輪行程或登船。對懷孕期間乘船旅行有疑問的賓客應參考常見問題解答中的“懷孕”部分瞭解有關懷孕期間航行的限制和要求的更多資訊（外部連結：<https://www.princess.com/en-int/faq/pre-cruise>）。

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 vessel 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 Guest agrees to comply.

您進一步同意遵守所有年齡、性別或其他適用於遊輪期間任何其他活動、服務或設施的資格要求，包括但不限於與使用任何 SPA 水療設施相關的要求，並確保您監督您照護的任何未成年人使用任何此類設施。船上和岸上的活動可能有年齡限制，這是為了所有參與者的安全和福祉而制定的。運送人和所有獨立承包商（視情況而定）有權出於安全或其他合法原因不時修改遊輪行程或岸上活動的資格要求，每位賓客皆同意予以遵循。

7. CANCELLATION BY YOU, REFUND, RECOMMENDATION FOR TRAVEL INSURANCE/PROTECTION AND YOUR TRAVEL ADVISOR

7. 您取消、退款、推薦旅行保險/保障措施及您的旅行顧問

For certain cruises and cruisetours, our Cruise with Standard Policy for Guest Cancellations, Refunds & Final Payment controls as described on the Carrier's website (external link: <https://www.princess.com/en-int/plan/standard-cancellation-refund-policy>).

對於某些遊輪行程和海陸套裝行程，我們的取消、退款政策與最後付款將按照運送人網站上的規定執行（外部連結：<https://www.princess.com/en-int/plan/standard-cancellation-refund-policy>）。

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 Taxes, Fees & Port Expenses, 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 or Your travel advisor 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 Carrier immediately receives written confirmation of cancellation. In such case cancellation shall be deemed effective as of the close of business Pacific Standard Time on the date You communicated such cancellation.

欲取消遊輪行程、海陸套裝行程或遊輪超值套裝，則需要支付取消費用（包括第三和第四個鋪位）。取消費用是按您已支付的票價計算，不包括稅金、政府規費和港口費、中轉費、燃油附加費、附加費、岸上和陸上觀光旅行以及大多數預先購買的禮品和/或特別服務。除非本條另有規定，否則您無權獲得任何退款、付款、補償或信用扣抵額。任何退款將直接透過您預訂時使用的付款方式退還，或退還給您的旅行顧問，並且您必須直接從前述方式獲得退款。您可以透過運送人核准的電腦預訂系統透過電話或電子通知書取消預訂，只要運送人可以立即收到書面取消確認。在此情況下，在您發出通知之日的太平洋標準時間營業結束時，該取消應視為生效。

Since a cancellation by you likely means a diminished opportunity to sell space on other cruises/cruisetours, the cancellation fees in the schedules below apply regardless of whether Your space is resold. You hereby agree that losses sustained by us in the event of Your cancellation would be very difficult or impossible to quantify, and that the fees set forth in our cancellation policy represent a fair and reasonable assessment as

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liquidated damages. 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, as illustrated in the schedules reference below.

(Please note that "Government Taxes and Fees" and "Cruise Charges" are defined in your Passage Contract and bookings.)

由於取消可能影響並減少向其他人銷售遊輪行程/海陸套裝行程上艙位的機會，因此無論您的艙位是否被轉售，都將按以下時間表收取取消費用。您特此理解並同意，如果您取消預訂，我們遭受的損失將難以或無法量化，並且我們取消政策中規定的取消費，是按公平及合理的方式評估潛在損失及可能應支付的違約金來計算。取消費用的金額根據遊輪行程/海陸套裝行程的航行時間長短和遊輪行程/海陸套裝行程及遊輪加值套裝取消時間長短而有所不同，詳見以下附表僅供參考。

(請注意，"政府規費"和"遊輪費用"的定義請參閱您的航行合約與訂位。)

Sailings 6 days or less 6 天或以下的遊輪行程		
Days Prior to Departure 出發前的天數	Item(s)* Assessed 計算項目	Cancellation Fee 取消費用
60 days or more 60 天(含)以前	None 無	None 無
45-59 days 45-59 天前	All Items 所有項目	Deposit Amount 訂金金額
15-44 days 15-44 天前	All Items 所有項目	50% of Total Charges 總金額的 50%
8-14 days 8-14 天前	All Items 所有項目	75% of Total Charges 總金額的 75%
7 days or less 7 天(含)內	All Items 所有項目	100% of Total Charges 總金額的 100%

Sailings 7 days or more 7 天或以上的遊輪行程		
Days Prior to Cruise or Land Package Departure 遊輪/陸上套裝出發前的天數	Item(s)* Assessed 計算項目	Cancellation Fee 取消費用
90 days or more 90 天(含)前	None 無	None 無
60-89 days 60-89 天前	All Items 所有項目	Deposit Amount 訂金金額
29-59 days 29-59 天前	All Items 所有項目	50% of Total Charges 總金額的 50%
15-28 days 15-28 天前	All Items 所有項目	75% of Total Charges 總金額的 75%
14 days or less 14 天(含)內	All Items 所有項目	100% of Total Charges 總金額的 100%

*Items: Cruise, Cruisetour, Cruise Plus Package, pre-purchased gift(s)/special services.

項目：遊輪行程、海陸套裝行程、遊輪加值套裝、預購禮品/特別服務

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Cruise Plus Hotels
遊輪增值套裝飯店

Days prior to Holiday Departure† 距離假期出發前的天數	Cancellation Fee
57 days or more 57 天(含)前	No cancellation Fee 無取消費用
29 to 56 days 29-56 天前	50% of Total Charges 總金額的 50%
15 to 28 days 15-28 天前	75% of Total Charges 總金額的 75%
14 days or less 14 天(含)內	100% of Total Charges 總金額的 100%

†Holiday Departure is the earlier of cruise, cruise tour or hotel package start date.
假期出發日期為遊輪行程、海陸套裝行程或飯店套裝開始日期中較早的日期。

In the event of a conflict between this Passage Contract and the Carrier's Standard Policy for Cancellations, Refunds & Final Payment, and as described on the Carrier's website (external link: <https://www.princess.com/en-int/plan/standard-cancellation-refund-policy>), the description of such policies on the website controls.

如果本航行合約與運送人的取消、退款及最後付款的標準政策，以及運送人網站上的描述（外部連結：<https://www.princess.com/en-int/plan/standard-cancellation-refund-policy>）有衝突，以網站對該等政策的描述為準。

In the event of a conflict between this Passage Contract and Your travel advisor's Policy for Cancellation, Refund and Final Payment, the description of such policies provided by Your travel advisor takes precedence and controls.

如果本航行合約與您的旅行顧問關於取消，退款和最終付款時間的相關政策不一致，以您的旅行顧問提供的相關政策描述為準

CANCELLATION POLICY EXCEPTION(S):
取消政策例外情況 (S):

A. If You have purchased a specially priced promotion where the deposit is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your deposit under any circumstance if You cancel Your booking.

A. 如果您是以促銷價格購買時，自訂金付款時起，該訂金為 100% 不可退還。在任何情況下，如果您取消前述預訂，您將無權申請任何訂金之退費、付款、賠償或任何性質之信用扣抵額。

B. If You have purchased a specially priced promotion that is 100% non-refundable from the point of payment, You are not entitled to any refund, payment, compensation or credit whatsoever of Your Cruise or Cruisetour fare if You cancel Your booking.

B. 如果您是以促銷價格購買時，自訂金付款時起，該訂金為 100% 不可退還。在任何情況下，如果您取消前述預訂，您將無權申請任何遊輪行程或海陸套裝行程費用之退費、付款、賠償或任何性質之信用扣抵額。

Shore Excursion Cancellation Policy: For complete details on the terms and conditions governing Shore Excursions, please review Carrier's Excursion Terms & Conditions (external link: <https://www.princess.com/en-int/legal/excursion-terms-conditions>).

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岸上觀光取消政策：有關岸上觀光的條款和條件的完整細節，請查閱運送人的《岸上觀光條款和條件》（外部連結：<https://www.princess.com/en-int/legal/excursion-terms-conditions>）。

Name changes require the prior approval of Carrier and may not always be possible. Name changes and departure date changes are considered reservation cancellations and are subject to cancellation fees.
更改姓名需事先獲得運送人之批准，並且可能遭運送人拒絕。姓名變更和出發日期變更被視為取消預訂，並需支付取消費用。

Travel Insurance/Protection: Carrier strongly 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, and illness and medical expenses sustained or incurred in connection with Your Cruise.

旅行保險/保障：運送人強烈建議乘客購買自身所需的保險及/或旅行保障，以防止行李和個人物品遺失或損壞、旅行取消和緊急疏散、意外死亡或受傷，以及與遊輪行程相關且可能應負擔或產生的疾病和醫療費用。

If You have purchased Princess Vacation Protection or Princess Platinum Vacation Protection or Your own insurance and/or travel protection, You must notify Carrier or the Insurer of any cancellation as soon as possible and in accordance with all applicable requirements. Refunds or credits available under the Princess Vacation Protection program are subject to the terms of said program and must be claimed through the process described in the program documents. If You purchased Your air tickets through Carrier, all airline tickets are the property of Carrier and must be returned to and are refundable only to Carrier.

如果您已購買公主假期保障計畫、公主白金假期保障計畫或您自己購買的保險和/或旅行保障，於欲取消遊輪行程時，您必須根據所有適用的要求盡速通知運送人或您的保險公司。公主假期保障計畫提供申請退款及信用扣抵額，惟須根據該保障計畫之條款或程序申請上述退款或信用扣抵額。如果您透過運送人購買機票，則所有機票均以運送人為所有人，航空公司之退款將僅能以運送人為退款人。

Travel Advisor: Your travel advisor is Your agent and acts for You in making the arrangements for Your Cruise and any related travel, lodging, shore excursions, and tours. Carrier is not responsible for any representation or conduct of Your travel advisor, 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. You acknowledge that Your travel advisor acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. Further, receipt by Your travel advisor 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 advisor. In the event that Your travel advisor fails to remit to Carrier any monies paid by You to the advisor, You remain liable for the monies due Carrier, regardless of whether Carrier demands payment. No refund, payment, compensation or credit of any kind will be provided by Carrier, should You or Your travel advisor have to cancel or cut short Your Cruise, unless You have purchased Princess Vacation Protection or Princess Platinum Vacation Protection, meet the eligibility criteria, and make a claim through the process described in Your program documents.

旅行顧問：您的旅行顧問是您的代理人，並代表您安排您的遊輪行程及任何相關旅遊、住宿、岸上觀光和遊覽。運送人無須就您旅行顧問提出的任何表示或行為負責，包括但不限於任何未能將您的押金或其他款項匯給運送人。對此，您應始終對運送人負責，未能收到運送人向您退還之款項。您承認您的旅行顧問僅作為您的代理人，而不是運送人的代理人。此外，您的旅行顧問從運送人處收到的航行合約或任何其他信件、通知或訊息，均視為已送達給您。您同意運送人不需就任何此類旅行顧問的財務狀況或誠信負責。如果您的旅行顧問未能將您支付的任何款項匯給運送人，則無論運送人是否要求付款，您仍對承運人負有應付款項之負責。如果您或您的旅行顧問必須取消或縮短您的航程，運送人將不會提供任何形式的退費、付款、賠償或信用扣抵額，除非您已購買公主假期保障計畫或公主白金假期保障計畫，除需符合資格標準，並應透過該計畫所述的流程提出索賠。

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8. RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/ DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL; SUBSTITUTION.

運送人有權偏離預定路線、更改登船離船港口、取代運輸方式、取消遊輪行程和活動及變更或略過停靠港口；替換之權利

Except as otherwise provided, Carrier may, for any reason, without prior notice, cancel the cruise; deviate from the scheduled ports of call, route and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the vessel; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property; or change the date or time of sailing or arrival, change the port of embarkation or disembarkation, shorten the Cruise or substitute vessels, 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. Furthermore, the Captain of the vessel as well as the operator of any other means of transportation may, in his/her sole discretion, take any action deemed necessary for the safety, security, comfort, or well-being of any person or to prevent damage to or loss of the vessel.

除另有規定外，運送人得因任何原因取消航程而不另行通知；偏離預定的停靠港、路線和時間表；在任何港口或地點停靠或不停靠，或取消或修改船舶上或下船後的任何活動；遵守政府當局發布的所有法律和命令；為保護生命和財產提供援助；或更改航行或到達的日期或時間，更改登船或下船的港口，縮短遊輪或替代船舶、飛機或其他運輸或住宿。據此，您不應按預訂之遊輪行程安排重要約定或會議，運送人就航程可能的變更無需承擔任何責任。此外，船長以及任何其他運輸工具的營運人，為確保他人之安全、保障、舒適或福祉，或為了防止船舶損壞或滅失，可以自行決定採取任何必要的行動。

In the case of mechanical failures that cause the scheduled cruise to be cancelled, You are entitled to a full refund of the Cruise Fare and the Taxes, Fees & Port Expenses; or for mechanical failures that cause a cruise to be terminated early, a partial refund of the Cruise Fare and any unused Taxes, Fees & Port Expenses, travel expense to transport You to the scheduled port of disembarkation or Your home city at Carrier's discretion, and overnight lodging if an unscheduled stopover is required.

如因機械故障導致預定航程取消，您有權辦理遊輪費用全額退款並稅賦、政府規費及港埠費用之退還；或因機械故障導致航程提前終止，得辦理遊輪費用部分退款並任何未使用的稅賦、政府規費及港埠費用之退還、將您運送到預定下船港口或您的出發城市的費用將由運送人決定，如有預定外之中途停留及過夜住宿者亦同。

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 payment, compensation or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, which shall be the Guest's responsibility, whenever the cancellation or change was otherwise beyond Carrier's exclusive control. Carrier's non liability extends without limitation to any of those causes described in Section 17(B) (including, but not limited to, orders by governmental agencies restricting travel due to declared epidemics, pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies) 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 vessel'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. Except as provided above for mechanical failures, whenever the performance of the Cruise is hindered or prevented by any cause or circumstance whatsoever, the Cruise may be terminated and You may be landed with no further liability of the Carrier for refund, payment, compensation or credit of any kind except where a refund is required by law as a result of a declaration of a public health emergency or government order cancelling the cruise in question or delaying travel for more than 24 hours.

在任何超出運送人的專有控制範圍的原因導致的取消或更改的情況下，您不得向運送人提出索賠，運送人也不負責賠償或退還遊輪費用、遊輪費用的任何部分或其他任何形式的付款、賠償或信用扣抵額負責；亦不需就食宿或餐食費用、旅遊費用或其他損失、延誤、不便、不滿意或任何費用負責，上開費用均應由賓客自負。運送人的免責包括但不限於第 17 (B) 條所述的任何原因（包括但不限於政府機關因傳染病限制旅遊、流行病、突發公共衛生緊急情況或傳染病爆發、隔離、醫療事故等限制旅行的命令），國家或地區緊急情況和/或惡劣天氣；健康、醫療或環境因素；勞工、政治或社會動亂或動亂；或操作、商業或安全原因；或者基於運送人或者船長按誠信原則認為巡航或者巡航的任何部分可能危及船舶或者使任何人或者財產遭受損失、傷害、損害或者延誤。除上述關於機械故障的規定外，無論何時由於任何原因或情況阻礙或妨礙

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了航程的進行，航程可以終止，您將離船登陸，且運送人不承擔任何退款、付款、賠償責任以及任何形式的補償或信用扣抵額，但因宣佈公共衛生緊急情況或政府命令取消有關遊輪或延誤旅行超過 24 小時而依法要求退款的情況除外。

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:

如果且僅當取消或變更是由於前款所述以外的原因，且在運送人的專屬控制範圍內時，您同意運送人如有責任，仍應限於以下範圍：

- (A) If Carrier cancels the Cruise before it has started, it shall refund the Cruise Fare (less any air or accommodation charges incurred) and the Taxes, Fees & Port Expenses.
如果運送人在開航前取消航程，應退還遊輪費用（扣除已產生的任何航空或住宿費用）以及稅費、政府規費及港埠費用。
- (B) If the sailing is delayed and You are not accommodated on board the vessel, Carrier may arrange accommodations and food at no additional expense to You.
如果行程延誤並且您沒有在船上住宿，運送人可以為您安排住宿和餐食，不會向您收取額外費用。
- (C) If the scheduled port of embarkation or disembarkation for a Cruise is changed, Carrier shall arrange transportation to it from the originally scheduled port.
如果預定登船或下船的港口更動，運送人應安排從原定港口到變更後港口的交通運輸。
- (D) If the Cruise is terminated or ends early Carrier, at its option, may issue a cruise credit, make a proportionate refund of Your Cruise Fare, transfer You to another vessel or transport You to the scheduled final port.
如果遊輪提前結束或終止，運送人可以選擇發放遊輪未來航程消費金，按比例退還您的遊輪費用，將您轉船到另一艘船或將您運送到預定的最終港口。
- (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.
如果您支付岸上觀光或其他被取消活動的金額高於遊輪費用，您的退款金額將僅限於您當時為該活動支付的費用（如有）。

Under no circumstances shall the Carrier be or become liable for consequential or other damages of any kind sustained by any Guest except as expressly provided herein.

除非本合約另有規定，在任何情況下，運送人均不需對乘客遭受的任何類型的間接或其他損害承擔責任。

9. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.

您將特殊需要告知運送人之責任

Due to the risks inherent in travel by sea, as described in Section 3 of this Passage Contract, if You have any special medical, physical or other requirements, You, Your travel advisor, or any person booking on Your behalf is requested to inform Carrier in writing at the time of booking of any special need or other condition for which You or any other person in Your care may require medical attention or accommodation 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 are requested to report it in writing to Carrier as soon as You become aware of it. Guests 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 disabilities. Guests requiring the use of a wheelchair must provide their own as Carrier's wheelchairs carried on board the vessel are for emergency medical use only. You acknowledge and agree that Carrier may disembark or refuse to embark You or anyone under Your care as set forth in Section 4 above. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when

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provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

由於海上旅行的固有風險，如本航行合約第 3 節所述，如果您有任何特殊的醫療、身體或其他要求，您或您的旅行顧問或代表您預訂的任何人，在預訂時應書面通知運送人您或您護理的任何其他人在航程期間可能需要醫療照顧或住宿的任何特殊需要或其他情況，或計畫或需要使用輪椅或服務動物的任何特殊需要或其他情況。如果在您預訂遊輪後出現任何此類特殊需要或情況，請您在意識到後儘快以書面形式向運送人報告。賓客承認並理解，涉及船舶、碼頭、舷梯、錨地或船上或船下其他設施的設計、建造或操作的某些國際、國外或當地安全要求、標準和/或適用法規可能會限制身障人進入設施或活動。需要使用輪椅的賓客必須提供自己的輪椅，因為運送人在船上攜帶的輪椅僅用於緊急醫療用途。您承認並同意，運送人可以要求您或在您的照顧下的任何人（如上述第 4 節所述）離船或拒絕上船。在特定的情況下，如果您無法滿足某些特定的安全和其他標準，即使提供了適當的輔助設備和服務，我們仍保留拒絕允許您參與全部或部分航程的權利。

Persons with disabilities traveling on Carrier's vessel should refer to the "Accessible Cruising" portion of the Frequently Asked Questions (external link: <https://www.princess.com/en-int/faq/pre-cruise>) section of the Carrier's website for more information about policies, procedures, aides, and services for guests with disabilities. 身障人士參與運送人之遊輪行程時，應參考運送人網站上“無障礙巡航”部分（外部連結：<https://www.princess.com/en-int/faq/pre-cruise>）以便進一步了解相關政策、程序、協助更多資訊，為身障賓客提供服務。

Guest warrants that Guest and Guest's traveling companions are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or crew member or result in a deviation of the voyage. The Carrier recommends that any Guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage.

賓客保證賓客和賓客的旅行同伴在出發時身體和精神上都適合旅行，並進一步保證，該等賓客的身體或精神狀況不會危及任何賓客或船員或導致航程偏離。運送人建議任何不能自給自足的賓客與同伴一起旅行，同伴應負責在航程中所需的任何協助。

10. NO ANIMALS.

禁止攜帶動物。

No pets or other animals are allowed on the vessel at any time except for certain necessary service animals of a Guest with a disability, 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.

賓客不得攜帶任何寵物或動物上船，但身障賓客某些必要的服務類動物除外，且在預訂遊輪旅行時，賓客必須向運送人發出關於該服務類動物的書面通知，並獲得運送人書面許可。您同意承擔與攜帶上船舶的任何服務類動物有關的任何責任，並就其相關損失、損害或費用向運送人進行賠償。您進一步同意，確認並滿足與動物有關的任何文件的要求或其他要求。

11. UNAUTHORIZED STOPOVER OR DISEMBARKATION.

未經許可中途停留或下船

Unauthorized stopover or disembarkation or failure to make any sailing of the vessel 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. If You plan to disembark the vessel and/or to off load packages, boxes, or baggage before Your authorized port of call, You must advise the Passenger Services Desk no later than the day before arrival in that port to arrange an inspection of You and/or Your belongings by local customs authorities. Should You fail to comply with this requirement and You and/or Your belongings are not presented

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for inspection, You may be assessed monetary penalties by local authorities. Furthermore, You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance. You acknowledge that for round trip cruises commencing in a country that stop in other ports of that country, You may visit but may not permanently disembark in any port in that country other than the port of embarkation. If You do disembark in a different port in that country, a fine or penalty may be imposed by that country's government. In consideration of the fare paid, You hereby agree to pay any such fine or penalty imposed because of Your failure to complete the entire Cruise.

未經授權在任何港口停留或離船或未能登船應承擔一切風險並負擔所有費用。您可能被拒絕後續登船，您將無權獲得任何退款、付款、補償或任何形式的信用扣抵額。如果您計畫在您的授權停靠港之前下船和/或卸載包裹、箱子或行李，您必須在抵達該港口前一天通知客賓服務櫃檯，安排當地海關當局對您和/或您的物品進行檢查。如果您不遵守這一要求，並且您和/或您的物品未能出示接受檢查，您可能被當地政府處以罰款。此外，您同意承擔和/或賠償運送人因此違規行為可能產生的任何費用或罰款。您承認，對於在該國其他港口停留的國家開始的往返航程，您可以訪問該國的任何港口，但不得永久性地在該國的任何港口（登船港除外）下船。如果您確實在該國的其他港口下船，該國政府可能會處以罰款或處罰。考慮到已支付的遊輪費用，您在此同意支付因您未能完成整個航程而被處以的任何罰款或罰金。

12. RESPONSIBILITY TO COMPLY WITH LAW AND REGULATIONS, RULES OF VESSEL; NO SOLICITATION. 遵守法律法規、船舶規章制度的責任；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 this Passage Contract. You must at all times obey all the policies, rules, regulations and orders of the vessel, Carrier, and the Captain. You shall not solicit other Guests for commercial purposes or advertise goods or services without Carrier's prior written permission. You may be disembarked without liability for refund, payment, compensation, or credit of any kind if You or any Guest for whom You are responsible violate any of these requirements, and You agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance.

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。您必須始終遵守所有政策、船舶、運送人和船長的規則、法規和命令。未經運送人事先書面許可，不得為商業目的招攬其他賓客或為商品或服務做廣告。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、賠償或信用扣抵額之責，您並且同意負擔及 / 或賠償運送人因前開未合規所可能導致之任何費用或罰金。

13. COMPLIANCE WITH CARRIER'S ENVIRONMENTAL POLICY 遵守運送人的環境政策

Carrier is committed to protecting the environment and You must adhere to the Carrier's environmental policy as follows: Any dumping or pollution of any kind, including discharge or loss of any item, including personal items, into the ocean and/or waterways is strictly prohibited. You will be strictly liable for any illegal dumping or pollution. Any willful or negligent act of discharging, or releasing or not preventing any unauthorized item overboard, without the express permission of the vessel's onboard staff may result in a US \$500 charge, per violation, posted to Your onboard account. Additionally, You will be charged the reimbursement cost of any unauthorized discharged property belonging to the Carrier, and such charge will be posted to Your onboard account. You shall also be responsible for any fines or penalties imposed on the Carrier by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Your violation of the Carrier's environmental policy. Violation of this policy may result in You being reported to the authorities and Your disembarkation from the vessel. If You are disembarked for violating the Carrier's environmental policy, You will be responsible for all financial charges and expenses to return home, and no refund of Your unused cruise fare will be provided. Additionally, Your privileges to sail with the Carrier in the future may be revoked at the discretion of the Carrier.

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運送人致力於保護環境，您必須遵守以下運送人的環境政策：嚴禁於海洋和/或航道傾倒任何類型的污染物，包括個人物品的排放或丟棄。您將對任何非法傾倒或污染的行為承擔嚴重責任。未經船上工作人員的明確許可，任何故意或疏忽的卸貨行為、排放或不阻止任何未經授權的物品落水的行為，每違反一項可能導致 500 美元的罰金，並計入您的客艙帳戶。此外，您將被收取任何未經授權傾倒的屬於運送人的財物的補償費用，該費用將被計入到您的客艙帳戶。您還應負責任何政府、政府機關或官員、港口或港口官員對運送人施加的任何罰款或處罰，或因您違反運送人的環境政策而造成或招致的費用或損失。違反此政策可能會導致您被報告給當局和要求您下船。如果您因違反運送人的環保政策而下船，您將承擔回國的所有費用和開支，您未使用的遊輪費用將不予退還。此外，您將來搭乘遊輪的權利可能會因運送人之評估而遭取消。

14. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.

健康、醫療保健和其他個人服務。

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation will not be possible from every location to which the vessel sails. All health, medical or other personal services in connection with Your Cruise are provided solely for the convenience and benefit of Guests who may be charged for such services. You accept and use medicine, medical treatment and other personal services available on the vessel 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. Doctors, nurses or other medical or service personnel work directly for Guest and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Carrier does not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor or nurse may or may not furnish You. Similarly, and without limitation, all spa personnel, instructors, guest lecturers, entertainers and other service personnel shall be considered independent contractors who work directly for the Guest. Carrier strongly recommends that all Guests travel with a sufficient supply of their prescription medications to last fourteen (14) days beyond the scheduled conclusion of the Cruise.

由於海上航行以及所造訪港口之性質，所提供的醫療保健可能受限、延遲，並且無法在船舶航行所至的各個地點均提供緊急醫療後送。與您的遊輪行程有關的所有健康、醫療或其它個人服務均僅為賓客的便利和收益提供，並可收取相關費用。您接受並使用船上或其它地點的藥品、醫療和其他個人服務，風險和費用均由您個人承擔，運送人不承擔任何相關責任，且您同意對運送人為您所發生的所有醫療或撤離成本和費用進行補償。由於運送人不是醫療供應商，因此直接為賓客服務的醫生、護士或其它醫療人員或服務人員均不視為在運送人的控制或監督下工作。運送人不負責監督任何此類醫務人員的醫療專業知識，也不對醫生或護士可能或可能不向您提供的任何檢查、建議、診斷、藥物、治療、預後或其他專業服務的後果負責。同樣的，但不限於，所有 SPA 水療中心工作人員、攝影師、講師、客座講師和表演者以及其它私人服務人員均視為直接為賓客服務的獨立承包商。運送人強烈建議所有賓客在旅行時攜帶能夠涵蓋預訂的遊輪航程及其結束後的再多十四 (14) 天內的足夠的處方藥。

15. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS, INSPECTION.

行李和隨身物品、責任限制、安檢。

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, security, comfort or well-being of any person. A complete list of prohibited items may be found on the Princess website (external link: <https://www.princess.com/en-int/faq/pre-cruise>). This list is subject to change without notice; You should contact Carrier for questions regarding the potential prohibition of any other item. 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.

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您可攜帶合理數量的行李上船，行李中僅可包含您的隨身物品，包括手提箱、大衣箱、旅行袋、書包、袋子、衣架（掛有服裝）、化妝品和遊輪旅行中所需的其它私人物品。如果您透過航空或其它交通方式旅行，則適用航空公司或其它交通工具供應商的相關規定。您不得攜帶武器彈藥、管制物品或禁止攜帶的物品、易燃或危險物品、適用法律所禁止的任何其它物品或運送人認為將不利於任何人的安全或舒適的任何其它物品。被禁止攜帶的物品的完整清單可在公主網站獲得（外部連結：<https://www.princess.com/en-int/faq/pre-cruise>）。本清單如有更改，恕不另行通知；如果您對任何其他物品的潛在禁令有任何疑問，請聯繫運送人。您同意運送人有權隨時進入並搜查您的客艙、個人保險箱或存儲空間，或在任何地點搜查您、您的行李和/或個人物品。

You agree that Carrier's liability for loss or damage to baggage is limited to US \$250 per bag per Guest up to a maximum of two (2) bags per Guest for sailings 14 days or less and up to a maximum of three (3) bags per Guest for sailings 15 days or longer. An excess limit of up to a total of US \$1,500 or US \$3,000 per Guest is available with the purchase of Princess Vacation Plan or Princess Platinum Vacation Protection, respectively, upon presentation of a claim by You to the plan administrator. 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, including but not limited to those specified in section 30503 of Title 46 of the United States Code. You warrant that no such items will be presented to Carrier within any receptacle or container as 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. Guests 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，運送人對行李之損失或損壞的責任限制以賓客每人每件行李 250 美元，最多可為每位賓客搭乘 14 天或以下航程提供兩 (2) 件行李的賠償，最多可為每位賓客搭乘 15 天或以上航行提供三 (3) 個行李的賠償。如您購買公主假期保障計畫或公主白金假期保障計畫，則每位賓客提出索賠後，依購買的保護計畫可獲得最高總計 1,500 美元或 3,000 美元的行李損害理賠。在任何情況下，運送人均不對您的財產或行李的正常磨損或破損負責。運送人不承諾將任何生財工具、家庭用品、易碎或貴重物品、貴金屬、珠寶、文件、可轉讓票據或其他貴重物品，包括但不限於《美國法典》第 46 篇第 30503 節所列之物品。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。該等物品必須透過其它方式運送至您的目的地。強烈建議賓客始終將貴重物品、不可替代的物品和藥品保管在身邊，而不將該等物品放置在由他人搬運的行李或手提箱中。

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/Blu-ray 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, cosmetics, electric hair appliances, liquids, luggage locks, 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 under any circumstances, whether carried within Your luggage or otherwise. 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.

運送人不負責下列物品倘經查非於運送人得全權控制之原因下有遺失、失竊、毀損或遭丟棄者：現金、有價證券、可轉讓票據、珠寶、黃金、白銀或類似貴重物品或寶石、藝術作品、電子產品、電腦（掌上型電腦、筆記型電腦或其他電腦）、DVD 播放機、數位或快閃記憶體驅動的電腦設備、硬碟、記憶卡或其他電子記憶體儲存裝置、手持電子裝置或類似的裝置、行動電話、數位相機、錄影帶或錄音帶、CD、望遠鏡、娛樂設備、牙科設備、美妝、電子美髮器具、液體、行李鎖、眼鏡（包括眼鏡、太陽眼鏡和隱形眼鏡）、助聽器、藥物、醫療設備、輪椅、滑板車、烈酒或其他酒精飲料、香菸、菸草產品或商業或其他文件，無論是在您的行李中放置還是以其它方式攜帶。您可使用您客艙中的保險箱。惟您同意對於艙房內保險箱之使用不因此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

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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. 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。

16. LIMITATIONS ON CARRIER'S LIABILITY; INDEMNIFICATION.

運送人責任限制；賠償。

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

(A) 一般規定：本航行合約的任何內容均不應限制或剝奪運送人享有關於責任解除或限制的任何適用法令或法律、或任何國際公約項下的利益。

(B) Acts Beyond Carrier's Control, Force Majeure: Except as provided in Section 8 with regard to refunds and certain other expenses for cruises that are cancelled or terminated due to mechanical failures, 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; epidemic; pandemic; disease outbreak; public health crisis; natural disasters; inability to procure fuel and/or provisions; port and/or airport closures; acts of civil or military authority; acts, regulations, or laws of any government; government order or regulation; 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.

(B) 運送人不可控制之行為、不可抗力：除本合約第 8 條關於因機械故障取消或終止航程的退款和其他費用的規定外，運送人不需就天災導致之死亡、傷害、疾病、損害、延遲或任何人或財產任何性質之損失負責；流行病；傳染病；疫病暴發；公共衛生危機；天然災害；無法採購燃料及/或必須品；港口及/或機場關閉；民軍當局的行為；任何政府法案、法規或法律；政府命令或法規；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 Guest 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 Guest's physical injury or as the result of Guest having been at actual risk of immediate physical injury proximately caused by Carrier's negligence ("Emotional Harm").

(C) 精神損害之請求權：在任何情況下，運送人絕不因任何性質之精神上損害、精神痛苦或心理傷害而向賓客負責，除非經有管轄權的法院證實，上述傷害是由運送人的過失而導致賓客有遭受直接身體傷害的實際風險所引起（“精神損害”），則運送人應承擔相關責任。

(D) Assumption of Risk: You agree that by using the vessel's pools, sauna, athletic or recreational equipment and facilities or taking part in organized group or individual activities, whether on or off the vessel or as part of a shore excursion, You assume the risk of injury, death, illness or other loss. You agree that Carrier in no event is liable to You with respect to any occurrence taking place off the vessel, launches, tenders or other craft owned or operated by Carrier or for any event caused by the criminal conduct of any third party.

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(D) 風險承擔：您同意，使用船上的游泳池、桑拿運動或娛樂設備和設施，或在船上或下船期間或岸上觀光期間，參與有組織的集團或個人活動，您自行承擔傷亡、疾病或其它損失風險。您同意，運送人在任何情況下均不對在運送人擁有或經營的船舶、汽艇、接駁船或其他船舶以外發生的任何事件或由任何第三方的犯罪行為造成的任何事負責。

(E) Cruises To/From or Within the EU or EEA: On international cruises which neither embark, disembark nor call at any U.S. port and where You commence the cruise by embarking or disembarking in a port of a European Union Member State or the European Economic Area (EEA), Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to passengers in the event of accidents. Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the vessel, explosion or fire in the vessel, or defect in the vessel (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per passenger, (approximately US \$551,000 as of March 2020, which fluctuates depending on the daily exchange rate as published by the International Monetary Fund – external link: http://www.imf.org/external/np/fin/data/rms_sdrv.aspx) if the passenger proves that the incident was a result of Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs per passenger (approximately U.S. \$345,000 as of March 2020, which fluctuates depending on the daily exchange rate as published by the International Monetary Fund – external link: http://www.imf.org/external/np/fin/data/rms_sdrv.aspx). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs per passenger unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Carrier's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per passenger or 340 million SDRs per vessel per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For a copy of EU Regulation 392/2009, please visit the website for the Official Journal of the European Union (external link: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF>). In addition, Guests embarking a cruise in a European Union Member State port are afforded rights under EU Regulation 1177/2010. For a copy of EU Regulation 1177/2010, please visit the website for the Official Journal of the European Union (external link: <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177&qid=1440630405095&from=EN>).

(E) 往返歐盟或歐洲經濟區 (EEA) 的遊輪：如您在歐盟成員國或歐洲經濟區內的港口登船或下船開始航行，且該國際遊輪不在美國境內任何港口登船、下船或停靠，則運送人根據歐盟法規 392/2009 規定，運送人有權對行李丟失或損壞、死亡和/或人身傷害享有任何和所有責任限制和豁免。除非損失或損害是由船舶事故造成的，該事故被定義為船舶失事、傾覆、碰撞或擱淺、船舶爆炸或火災或船舶缺陷（定義見本條例），否則運送人的賠償責任限於每位賓客不超過 400,000 特別提款權（“SDR”），（截至 2020 年 3 月，約為 551,000 美元，根據國際貨幣基金組織公佈的每日匯率波動 - 外部連結：http://www.imf.org/external/np/fin/data/rms_sdrv.aspx），如果賓客證明事故是由於運送人的過失或疏忽造成的。如果損失或損壞是由運輸事故造成的，運送人的賠償責任限於每位賓客不超過 250,000SDR（截至 2020 年 3 月，約 345,000 美元，其波動取決於國際貨幣基金組織公佈的每日匯率 - 外部連結：http://www.imf.org/external/np/fin/data/rms_sdrv.aspx）。對航運事故造成的損失的賠償最高可提高到每位賓客 400,000SDR，除非運送人證明航運事故的發生並非運送人的過失或疏忽。航運事故不包括戰爭、敵對行動、內戰、暴動、自然災害或第三方的故意作為或不作為。如果損失或損害是由於戰爭或恐怖主義造成的，運送人對任何人身傷害或死亡（無論發生在航運事故或非航運事故期間）的賠償責任以每名賓客 25,000SDR 或每艘船舶每起事故 3.4 億 SDR 中的較低者為限。對於歐盟第 392/2009 號條例所涵蓋的遊輪，懲罰性賠償金不予追討。有關歐盟第 392/2009 號條例的副本，請訪問歐盟官方公報的網站（外部連結：<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF>）。此外，根據歐盟第 1177/2010 號條例的規定，在歐盟成員國港口登船的賓客享有權利，請造訪歐盟官方公報網站（外部連結：<http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010R1177&qid=1440630405095&from=EN>）。

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(F) Additional Limitations from Liability: In addition to all the restrictions and exemptions from liability provided in this Passage Contract, Carrier shall have the benefit of all the statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including but not limited to Title 46 of the United States Code sections 30501 through 30509, and 30511, which are United States statutes limiting the liability of Carrier. Nothing in this Contract is intended to nor shall it operate to limit or deprive Carrier or any such statutory limitation of or exoneration from liability under any applicable laws.

(F) 額外責任限制: 除本航行合約中規定的所有責任限制和免除外, 運送人應享有美國規定責任限制和免除的所有法規及其規定的程序的權利, 包括但不限於《美國法典》第 46 篇第 30501 節至第 30509 節和第 30511 節, 這是限制運送人責任的美國法規。本合約中的任何內容均無意限制或剝奪運送人或任何此類法定限制或免除任何適用法律規定的責任。

(G) Excursions, Shoreside Services and Other Transportation: All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders or motorcoaches, dayboats and/or railcars owned or operated by us, 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 by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the vessel, are provided, owned and/or operated by 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 in connection with any such activities, services or transportation or by accompanying You during such activities, Carrier does so as a convenience to Guests 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 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. Any company or person providing services or facilities of any kind in connection with a shore excursion or other activity offered for purchase by Carrier shall have the benefit of every defense to which Carrier is entitled under this Passage Contract.

(G) 岸上觀光、岸上服務和其它交通工具: 在運送人船舶以外的區域因您的遊輪旅行、在您的遊輪旅行之前、之後或期間提供的所有旅遊設施、旅行、活動、產品或服務, 包括但不限於任何類型的啟航前活動和啟航後活動、靠岸遊覽、飯店住宿、餐飲或運輸 (包括但不限於往返船舶的航空旅行) 均由第三方獨立承包商提供、擁有和/或運營, 該第三方獨立承包商的雇員、設施、運輸工具、產品和服務均不受運送人監督或控制。運送人提供或銷售任何該等活動、服務或運輸的預訂或票證, 或陪同您參與該等活動是為了方便賓客, 並應有權收取費用, 從該遊覽、服務或運輸的銷售中獲利, 但運送人不保證對該第三方獨立承包商或其雇員、運輸工具或設施進行監督或控制。對由於任何該等遊覽、服務或運輸產生的任何損失、延遲、損害、傷害、死亡或虛假陳述, 或取消任何該等短途旅行、服務或運輸而導致的任何損失、延遲或預約不成功 (包括但不限於航班取消、座位預訂錯誤、升級、超售或票務), 運送人不承擔任何責任。運送人不就任何該等承包商、運輸、行程、服務、產品或設施的適用性、安全性、保險或其它方面內容, 作出任何明示或暗示的保證。該等服務的任何責任將受本航行合約和您與該服務公司訂立的合約和/或價目表管轄。您同意, 運送人因任何獨立承包商未履行合約提供該等設施或服務的責任 (如果存在) 不超出運送人為了您獲得該等設施或服務而收取的金額。任何公司或個人提供與運送人提供的岸上觀光或其他活動有關的任何服務或設施, 應享有運送人根據本航行合約有權享有的每項抗辯的權利。

(H) Indemnification: In addition to the requirements of Section 13, above, pertaining to Carrier's environmental policy, 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 or this Passage Contract by You or any minor or other Guest in Your care.

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(H) 賠償：除上述第 13 條與運送人環境政策有關的要求外，如因您或任何未成年人或您所照護之人有故意、過失或其他違法或違反本合約之行為，並造成運送人被課以責任時，您同意補償及賠償運送人任何損害、責任、損失、罰款、罰金、收費或開支。

17. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; ARBITRATION; FORUM; WAIVER OF CLASS ACTION; WAIVER OF RIGHT TO *IN REM* PROCEDURES OF ARREST AND ATTACHMENT.

請求權及法律行動通知；時效；仲裁；審判地點；放棄集體訴訟權；放棄扣押及假扣押之對物訴訟程序。

The following provisions are for the benefit of the Carrier and certain third-party beneficiaries as set forth above in Section 1:

下列規定是為了保護運送人和上文第 1 條所述的某些第三方受益人的利益：

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

索賠通知和訴訟期限：

- (i) Claims for Injury, Illness or Death: In cases involving claims for Emotional Harm, bodily injury, illness to or death of any Guest, no lawsuit may be brought against Carrier unless (1) written notice giving full particulars of the claim is delivered to Carrier within 6 months from the date of the Emotional Harm, bodily injury, illness or death, (2) a lawsuit on such a claim is filed within 1 year from the date of the injury, illness or death, and (3) valid service of the lawsuit is made within 90 days of filing the complaint.

傷害、疾病或死亡之請求權：有倘發生任何賓客精神傷害、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一年內提出，及(3)提出書面起訴狀後 90 日內將前開任何訴訟之有效傳票送達運送人。

- (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 Guest's cruise, other than for emotional or bodily injury, illness or death of any Guest, 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 Contract, (2) legal action on such claim is commenced within 1 year 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：除針對任何賓客的精神損害、身體傷害、疾病或死亡的索賠外，只有在下列情況下方可向運送人提出與本航行合約或賓客遊輪航行有關的或由此產生的、任何類型的索賠，包括但不限於涉嫌侵犯公民權利、反歧視法、消費者法或隱私法或其它法定、憲法或法律權利的索賠，或任何損失、損害或費用的索賠，即：(1)可在本航行合約規定的實際或預訂航程終止日期（以先發生的為準）後 15 天內，向運送人提交一份書面通知，說明全部索賠詳情；(2)在預訂終止日期起的 1 年內，提請關於該索賠的法律訴訟；並且 (3)在開始訴訟後的 90 天內，向運送人發出關於該訴訟的有效通知。

(B) Forum and Jurisdiction for Legal Action:

訴訟地和管轄權：

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- (i) Claims for Injury, Illness or Death: All claims or disputes involving Emotional Harm, bodily injury, illness to or death of any Guest whatsoever, including without limitation those arising out of or relating to this Passage Contract or Your Cruise, shall be litigated in and before the United States District Court for the Central District of California in Los Angeles, or as to those lawsuits over which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Los Angeles County, California, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

傷害、疾病或死亡之請求權：涉及任何賓客的精神傷害、身體傷害、疾病或死亡之請求權相關爭議，包括但不限於因本航行合約或您的遊輪航程引起的或與之相關的索賠或爭議，且應在洛杉磯加州中區美國地方法院提起訴訟之案件，或在位於美國加州洛杉磯法院前，那些美國聯邦地院缺乏管轄權之案件，不包括任何其他國家、州、市、直轄市、縣或地區之法院。您同意管轄權並放棄對在此類法院提起的任何此類訴訟可能行使的異議權。

- (ii) All Other Claims; Agreement to Arbitrate: All claims other than for Emotional Harm, bodily injury, illness to or death of a Guest, whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation alleged violations of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Passage Contract or Guest's cruise, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA") located in the County of Los Angeles, California, U.S.A. to the exclusion of any other forum. You agree the arbitrator shall resolve any dispute as the validity or applicability of this arbitration clause. You consent to jurisdiction and waive any objection that may be available to any such arbitration proceeding in Los Angeles County. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and the fee schedule in effect at the time of initiating the proceeding with NAM, which are deemed to be incorporated herein by reference. NAM can be contacted at (800) 358-2550, attention Claims Department, 990 Stewart Street, First Floor, Garden City, NY 11530, to respond to any questions regarding the arbitration process or to obtain a current copy of the Comprehensive Dispute Resolution Rules and Procedures and/or fee schedule. The arbitrator must follow this Contract and can award the same damages and relief as a court.

所有其他索賠；仲裁協議：除對賓客的精神傷害、身體傷害、疾病或死亡以外的所有索賠，無論是基於合約、侵權、法定、憲法或其他法律權利，包括但不限於涉嫌違反民事權利、歧視、消費者或隱私法，或任何損失、損害或費用，與本航行合約或賓客的遊輪行程有關，或以任何方式產生或與之相關，但在小額索賠法庭提起訴訟的索賠除外，應根據《聯合國承認及執行外國仲裁裁決公約》（1958年，紐約），21 U.S.T.2517, 330 U.N.T.S.3, 1970 U.S.T.LEXIS 115, 9 U.S.C. 提交並通過有約束力的仲裁解決。§§ 202-208（“公約”）和《聯邦仲裁法》，9 U.S.C. § 1 et seq.（“FAA”）位於美國加州洛杉磯縣，不包括任何其他仲裁庭。您同意仲裁員應根據本仲裁條款的有效性或適用性解決任何爭議。您同意管轄權並放棄對洛杉磯縣任何此類仲裁程序的任何異議。仲裁應由國家仲裁和調解機構（“NAM”）根據其全面的爭議解決規則和程序以及在向 NAM 提起訴訟時生效的費用表進行管理，這些規則和程序被視為通過引用納入本文。請致電（800）358-2550，注意索賠部，990 Stewart Street, First Floor, Garden City, NY 11530 與 NAM 聯繫，回答有關仲裁程序的任何問題，或獲取綜合爭議解決規則和程序和/或費用表的最新副本。仲裁員必須遵守本合約，並可判給與法院相同的損害賠償和救濟。

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NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

除非適用的仲裁規則和本條另有規定，調查，或在任何法院（小額索賠法院除外）提起訴訟。仲裁員的決定將是最終的和有約束力的。其他您或運送人在法庭上享有的權利也可能無法在仲裁中獲得。

An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA.

仲裁員作出的裁決可在根據公約或 FAA 具有管轄權的任何法院作出。

Carrier and Guest agree that each shall have the right to take one (1) deposition of a witness or a party and only one deposition of an expert designated by another party. Such depositions shall be limited to three (3) hours each. The parties further agree that each party shall be permitted to propound to another party a single document production request no more than ten (10) specific categories of documents that are material as evidence in the case. In addition, each part may propound only one set of interrogatories to another party containing no more than twenty-five (25) interrogatories, including all subparts. Upon request by a party, the arbitrator(s) shall have the power to order such discovery, by way of document production, interrogatory, deposition or otherwise, as the arbitrator(s) considers necessary for a full and fair exploration of the issues in dispute. All claims filed in small claims court, and any claim as to which this arbitration provision is deemed unenforceable or which cannot be arbitrated for reasons beyond Your control, shall be litigated in and before the United States District Court for the Central District of California in Los Angeles, or as to those lawsuits over which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Los Angeles County, California, U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or locale. You consent to jurisdiction and waive any objection that may be available to any such action or proceeding being brought in such courts.

運送人和賓客同意，雙方均有權接受證人或一方的一 (1) 份證詞，另一方指定的專家的一份證詞。此類證詞每次不得超過三 (3) 小時。雙方進一步同意，每一方應被允許向另一方提出一份不超過十 (10) 種具體類別的文件製作請求，作為本案的重要證據。此外，每一部分只能向另一方提出一套不超過二十五 (25) 份的質詢書，包括所有子部分。在一方當事人提出請求時，仲裁員有權透過出示檔、質詢、供詞或其他方式，下令進行仲裁員認為充分、公正地探討爭議問題所必需的發現。向小額索賠法院提出的所有索賠，以及本仲裁條款被視為不可執行或因您無法控制的原因而無法仲裁的任何索賠，應在美國加州中部地區洛杉磯的地區法院提起訴訟，或對於美國聯邦法院缺乏管轄權的訴訟，在位於美國加州洛杉磯縣的法院進行，不得向任何其他國家、州、市、市、縣或地區的法法院提起。您同意司法管轄權，並放棄對在此類法院提起的任何此類訴訟或程序可能提出的任何異議。

The Arbitrator(s) and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement to Arbitrate including, but not limited to any claim that all or any part of this agreement to Arbitrate is void or voidable.

仲裁員，而不是任何聯邦、州或地方法院或機構，應具有解決與本合約的解釋、適用性、可執行性或形成有關的任何爭議的專屬權力，以進行仲裁，包括但不限於本合約的全部或任何部分無效或可撤銷的任何索賠。

(C) **WAIVER OF CLASS ACTION:** THIS PASSAGE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF

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INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 17(B)(ii) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 17(B)(ii) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

放棄集體訴訟：本航行合約規定透過個人法律訴訟獨家解決爭議，而不是透過任何集體訴訟或代表訴訟。即使適用法律另有規定，您同意針對運送人的任何仲裁或訴訟應由您單獨提起訴訟，而不是作為任何類別的成員或作為類別或代表訴訟的一部分提起訴訟，並且您明確同意放棄任何賦予您參與集體訴訟的權利的法律。如果您的索賠需要根據上述第 17 (B) (ii) 節進行仲裁，則仲裁員無權在集體訴訟的基礎上對索賠進行仲裁。您同意，本集體訴訟棄權書在任何情況下均不可與上述第 17 (B) (ii) 節規定的仲裁條款分離，如果由於任何原因，本集體訴訟棄權書對任何特定索賠不可執行，則僅在該情況下，該索賠才不受仲裁約束。

- (D) **WAIVER OF RIGHT TO IN REM PROCEEDINGS:** IN THE EVENT OF A MARITIME TORT, YOU MAY HAVE THE RIGHT TO PROCEED *IN REM* TO ARREST THE VESSEL OR ITS APPURTENANCES FOR PURPOSES OF SECURITY OR PROCEED *QUASI IN REM* TO ATTACH ANY OF CARRIER'S VESSELS TO ESTABLISH JURISDICTION. HOWEVER, YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO AN *IN REM* OR *QUASI IN REM* PROCEEDING TO ARREST OR ATTACH ANY OF CARRIER'S VESSELS FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

在 REM 程序中放棄權利：如果發生海事侵權，您有權在 REM 中繼續扣押船舶或其附屬設備，以作為擔保目的，或進行准物權訴訟，以附加運送人的任何船舶以確立管轄權。但是，您在此放棄您可能在 REM 或准 REM 程序中扣押或留置運送人的任何船舶，以獲得擔保或管轄權，並且完全依賴運送人的信用，向運送人提出任何索賠（如果完全如此）。

18. PERSONAL DATA; PRIVACY NOTICE; OCEAN MEDALLION CLASS® PROGRAM; FACIAL RECOGNITION; RECORDING; DISPLAY OF LIKENESS; PUBLIC WIRELESS SERVICES.

個人資料；隱私權聲明；海洋勳章；面部識別；記錄；相似性展示；公共無線服務。

The personal data You provide to Carrier, or which Carrier collects or receives about You, will be processed in accordance with the Carrier's privacy policies (external link: <https://www.princess.com/en-int/legal/legal-privacy>). The personal data Carrier collects from or about You may include Your name, street or email address, date of birth, passport, financial account, and/or telephone numbers, likeness, photograph, audio recordings or video images captured on board the vessel, or other information which would identify You personally. Onboard purchases of goods and services and participation in onboard activities including casino, spa and shore excursions, and the use of the Medallion® device on board MedallionClass® vessels, may generate additional personal data during Your voyage. You may also provide Carrier, or Carrier may collect, certain sensitive data such as Your health, medical condition, dietary or religious restrictions, gender or sexual orientation, as well as health and medical information. You agree Carrier may (a) keep Your personal and sensitive data ("PSD"); (b) use it in its business worldwide in accordance with its privacy policies (external link: <https://www.princess.com/en-int/legal/legal-privacy>); (c) share it with Carrier's affiliated/related companies, and (d) subject it to processing worldwide provided Carrier's safeguards are used. You agree any PSD You provide to Carrier in the European Economic Area ("EEA") may be used, processed and transferred within and outside the EEA and specifically to the U.S.

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您向運送人提供的個人資料，或運送人收集或接收的有關您的個人資料，將根據運送人的隱私政策進行處理（外部連結：<https://www.princess.com/en-int/legal/legal-privacy>）。運送人向您或關於您收集的個人資料可能包括您的姓名、地址或電子郵寄地址、出生日期、護照、銀行帳戶和/或電話號碼、肖像、照片、在船上拍攝的錄音或影音圖像，或其他能夠識別您個人身份的資訊。在船上購買商品和服務，參與船上活動，包括賭場、水療 SPA 中心和岸上觀光，以及使用海洋勳章的船舶，可能會在您的航程中生成額外的個人資料。您也可以向運送人提供或運送人收集某些敏感性資料，如您的健康、醫療狀況、飲食或宗教限制、性別或性取向，以及與承運人的健康和醫療資訊。您同意運送人可以 (a) 保留您的個人和敏感性資料 (“PSD”) (b) 遵守其隱私政策（外部連結：<https://www.princess.com/en-int/legal/legal-privacy>）；(c) 與運送人的附屬/關聯公司共用，並且 (d) 在運送人的使用安全措施的情況下，在全球範圍內對其進行處理。您同意您在歐洲經濟區 (“EEA”) 向運送人提供的任何 PSD 可在 EEA 內外使用、處理和轉讓，特別是向美國提供。

You agree Carrier may 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; (e) as part of a purchase, transfer or sale of services or assets (f) when provided to our agents, outside vendors or service providers to perform functions on our behalf; (g) to Your relatives, travel companions and/or other third parties if expressly authorized by You; (h) with select marketing and strategic business partners for marketing or other commercial purposes, in accordance with Your preferences and applicable laws; or (i) as otherwise described in Carrier's privacy policies, as amended from time to time.

您承諾並同意，在下列情況下，運送人可使用並向無關聯的第三方披露您的個人資信，(a) 經您要求或獲得您的授權後；(b) 為了說明您完成一項交易；(c) 為遵守法律、適用法規、政府和准政府要求、法院命令或傳票之目的；(d) 為執行本航行合約或其它協議，或為保護運送人或其它方的權利、財產或安全之目的，包括但不限於進行報告、評估、調查和以其它方式管理事故/事件（包括向律師和保險公司進行披露）；(e) 作為服務或資產銷售、轉讓或出售的一部分提供；(f) 為履行合約而將資訊提供給運送人之代理人、外部供應商或服務供應商；(g) 向您的親屬、旅行夥伴和/或其他第三方（如果您明確授權）提供資訊 (h) 根據您的偏好和適用法律，與選定的行銷和戰略業務合作夥伴進行行銷或其他商業目的；或 (i) 運送人不時修訂之隱私權政策中另有說明時。

If You are traveling on board a MedallionClass® vessel or visiting certain resorts or destinations, You may receive a radio frequency technology-enabled wearable device (the “Medallion®”) to be worn during Your vacation. The Medallion® device is used to authenticate Your identity and accounts and to track Your onboard position and movements using beacon technology on the vessel or throughout participating resorts and destinations. By way of example, the Medallion® device may be used to (ii) access Your stateroom, (iii) make purchases on board and at participating shore side properties, (iv) associate You with photos taken by the Carrier during the voyage, and (v) provide information related to other guests and crew members with whom You may have come in close contact. Information about Your activity data and travel experience generated through the Medallion® device will be linked to Your PSD collected and used by the Carrier in accordance with its privacy policy (external link: <https://www.princess.com/en-int/legal/legal-privacy>). You are not required to use or wear the Medallion® device on MedallionClass® vessels. Please contact Your vessel staff to obtain a Cruise Card if You do not wish to use the Medallion®. Some features of the MedallionClass® services will not be available if You do not use the Medallion®.

如果您搭乘的是配備海洋勳章的船舶或參觀某些度假村或目的地時，您可能會收到一個支援無線射頻技術的可穿戴設備 (“勳章”) 在您度假時佩戴。勳章用於驗證您的身份和帳戶，並使用定位技術追蹤您在船上或整個參與度假村和目的地的位置和移動。例如，勳章可用於 (ii) 進入您的客艙，(iii) 在船上和參與岸上購買物品消費 (iv) 處理運送人在旅遊期間為您拍攝的照片，以及 (v) 提供與您可能密切接觸的其他賓客和船員有關的資訊。透過勳章生成的活動資料和旅行體驗資訊將連結到運送人根據其隱私政策收集和使用的 PSD（外部連結：<https://www.princess.com/en-int/legal/legal-privacy>）。您無需強制使用或佩戴海洋勳章，如果您不想使用勳章，請聯繫您的船上工作人員以獲得一張船卡，但勳章的一些特別功能和服務將無法使用。

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In response to the global coronavirus pandemic, You may be required to undergo health screenings and Carrier will collect personal information, such as health symptoms, survey or questionnaire data, information related to travel history and possible exposure to communicable illnesses, and other data as recommended by public health authorities or other government agencies or to otherwise demonstrate our guests' ongoing health and fitness to travel. Carrier may collect information about onboard contacts with crew members, guests or other individuals through a wearable portable device technology such as the Medallion® on MedallionClass® ships and properties and/or the OceanOrbit™ Contact Tracing system. These wearable devices collect data, such as personal contacts, timestamp, duration of contact and frequency of contact with others. Carrier will use this data to facilitate rapid contact tracing to help mitigate and manage the potential spread global pandemic illness. Carrier collects and uses this health and medical information strictly in connection with Carrier's legitimate interest in ensuring the health and safety of guests, crew members and the public and to comply with legal and regulatory requirements and obligations regarding public health initiatives and health and safety endeavors. As part of contract tracing efforts, Carrier takes reasonable precautions to respect Your privacy and confidentiality by communicating contact exposure information in a manner that is not personally identifiable, however, information about You may be disclosed in a manner that could allow the recipient to determine Your identity. Carrier may also disclose PSD, including health and medical information and contacts, with third parties, government officials, health agencies or individuals or institutions as reasonably necessary to attend to Your medical and safety needs and those of the other guests and crew members; to comply with legal and regulatory requirements; to facilitate public health response initiatives; to conduct contract tracing of individuals who are exposed to or test positive for any communicable illness; or if Carrier reasonably believes that such disclosure is necessary to inform Your health care or to protect the personal safety or health of our guests, crew members, or other individuals.

為應對全球冠狀病毒大流行，您可能需要接受健康篩查，運送人將收集個人資訊，如健康症狀、調查或問卷資料、旅遊史和可能接觸傳染病的資訊，以及公共衛生機關或其他政府機關建議的其他資料，或以其他方式證明我們的賓客的持續健康和適合旅行的資料。運送人可以透過一種可穿戴式裝置技術（如勳章）的接觸追蹤系統來收集船上與船員、賓客或其他個人的聯繫資訊。這些可穿戴裝置收集資料，例如個人連絡人、時間戳記、接觸持續時間和與他人接觸的頻率。運送人將利用這些資料促進快速接觸追蹤，以幫助緩解全球大流行疾病的潛在傳播。運送人收集和使用這些健康和醫療資訊時，嚴格考慮到運送人的合法利益，以確保賓客、船員和公眾的健康和安全，並遵守有關公共健康倡議和健康和安全努力的法律和監管要求和義務。作為追蹤工作的一部分，運送人採取合理的預防措施，透過以不可識別個人身份的方式傳達接觸資訊，尊重您的隱私和機密性，但是，有關您的資訊可能會以允許接收人確定您身份的方式披露。為滿足您以及其他賓客和船員的醫療和安全需要，遵守法律法規要求，促進公共衛生應對措施，對任何其他傳染性疾病或檢測呈陽性的個人進行追蹤，或者如果運送人合理地認為此類披露是必要的，或為告知您的醫療部門或保護我們的賓客、船員或其他個人的人身安全或健康的目的，運送人也可以向第三方、政府官員、衛生機構或個人或機構披露 PSD，包括健康和醫療資訊以及連絡人。

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, in any fashion and for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Guests, process, display and sell such photos to You and other Guests. 在您遊輪旅行期間，您授予運送人及其被許可方有權以任何方式和為了任何目的、在當前知曉的或隨後設計的所有媒體中，不受任何限制地使用您的照片/聲音/標記。專業攝影師可拍攝賓客，處理、展示照片並銷售給您或其它賓客。

Carrier may utilize closed circuit television, body cameras and other surveillance means on board the vessel that record Your image, voice and/or conduct at any time in the interests of safety and security.

為了安全起見，運送人可在船上使用閉路電視、隨身攝像機和其他監視手段，隨時記錄您的圖像、聲音和/或行為。

Carrier may use facial recognition software and/or technology that uses unique characteristics of Your face from Your security photo or live images to facilitate camera-enabled rapid embarkation and debarkation at entry and exit of the vessel at ports of call. Carrier may also use facial recognition software and/or technology on all photographs of You taken by our professional photographers, by You, and by other guests when You and/or other guests upload them into our system to allow You to quickly and easily find Your photographs with the

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swipe of Your cruise card (or by using Your Medallion® device) or by providing Your stateroom and folio number. By consenting to these terms and conditions, You acknowledge and consent to the use of facial recognition software and technology. Your unique facial identifiers supporting facial recognition will be deleted from our system after the end of Your cruise, though photographs that have been identified and linked to You will be retained for up to two (2) years to enable You to access and purchase photos and memorabilia after the end of the voyage. Carrier retains ownership of copyright in all photographs taken by our professional photographers, and Carrier reserves the right not to print or permit printing of any photographs that Carrier, in its sole discretion, considers to be offensive, objectionable or otherwise inappropriate.

運送人可能會使用臉部辨識軟體及/或技術，該技術將透過您拍攝的安檢照片或活動圖像中您面部的特徵，得促進在停靠港使用攝像頭辨識人別以快速登船離船。當您及/或其他乘客將自身照片上傳到我們的系統時，運送人還可以就我們的專業攝影師、您和其他客人拍攝的所有您的照片上使用臉部辨識軟體及/或技術，以便您透過掃描客艙房卡（或使用您的海洋勳章）或提供您的客艙和檔案號碼，快速輕鬆地找到您的照片。同意這些條款和條件，即表示您承認並同意使用臉部辨識軟體和技術。供臉部識別用途之您的臉部識別碼，將於航程結束後從我們的系統中刪除，但已識別並與您關聯的照片最多將保留兩（2）年，以便您再次登入並購買照片和航程結束後的紀念品。運送人擁有其專業攝影師拍攝的所有照片之版權，並且運送人保留權利決定是否在照片印製或允許印製任何其認為具有攻擊性、令人反感或其他不適當的內容。

You expressly agree not to use any photograph, video recordings and other visual or audio portrayals of You and/or any other Guest in combination with crew members or the vessel, or depicting the vessel, its design or equipment or any part thereof whatsoever for any commercial purpose or in any media broadcast or for any other non-private use, without the express written consent of Carrier.

您明確同意，未經運送人明確書面同意，不將您和/或任何其他賓客的任何照片、錄影和其他視覺或音訊描述與船員或船舶結合使用，或將船舶、其設計或設備或其任何部分描述用於任何商業目的或任何媒體廣播或任何其他非私人用途。

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 through, or in connection with Your use of, the Wireless Services, and Carrier is not liable for any lack of privacy while using Wireless Services. By using Wireless Services, You agree Carrier may, and You explicitly consent to, monitor, record, intercept and disclose any transmissions, including the contents of any such transmission, and may provide to others all information relating to, and content of, all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law.

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