# Passenger Ticket Contract 乘客購票契約

## 1. Important Notice to Passengers 乘客重要須知

You should read through all terms of this Contract carefully, especially those provisions restricting Passengers' rights with particular attention to Article 4, Article 6, and Articles 7 to 9 of the Passenger Ticket Contract. Please retain this Contract for future reference.

您應仔細詳閱本契約條款,特別是針對本「乘客購票契約」第四條、第六條、第 七條至第九條有關限制乘客權益之規定。請留存本契約以便日後查看。

If you purchase a Cruise ticket or use this Contract you and all other Passengers travelling with you under this Contract (including any accompanying minors or other persons for whom Cruise tickets were purchased) will be deemed to have agreed to be bound by the terms and conditions of this Contract, whether you have signed it or not. In addition, you acknowledge the availability of and agree to abide by the terms and conditions that apply to the Cruise that appear in the applicable Carnival Taiwan or Carrier brochure, online at http://www.princesscruises.com.tw/ or other Cruise ticket booking platform. In the event of any conflict between the aforementioned brochure or website materials and this Contract, the terms of this Contract shall prevail.

如您購買遊輪船票或使用本契約,您與適用該契約之您的其他旅遊同伴(包含任何同行之未成年人或其他為其購買遊輪船票之人)不論是否簽署本契約,均視為同意受到本契約條款和條件之拘束。此外,您承諾並同意遵守英商康年華臺灣、運送人手冊及官網 http://www.princesscruises.com.tw/或其他遊輪訂票平台所示適用於遊輪之條款和條件。上述手冊或網站資料與本契約發生衝突時,應以本契約條款為準。

## 2. Introduction

Carnival PLC, Taiwan Branch Carnival Taiwan ("**Carnival Taiwan**") is Carnival plc's subordinate company in Taiwan. Carnival plc is the operator of the Princess Cruises brand vessels in Taiwan. Carnival Taiwan provides Cruise ticket issuance and Cruise Fare settlement and other services on behalf of Carnival plc. The Passenger Ticket Contract ("**Ticket Contract**") stipulates the terms and conditions that apply to the relationship between the Passenger and Carnival Taiwan. The Passage Contract, attached as Appendix I, sets forth the terms and conditions that apply to the relationship between the Ticket Contract and the Passage Contract, the terms of the Ticket Contract and the Passage Contract, the terms of the Ticket Contract and control.

英商康年華股份有限公司臺灣分公司(下稱「康年華臺灣」)是康年華股份有限 公司在臺灣之隸屬公司。英商康年華是臺灣公主遊輪品牌之船舶營運商。康年華 臺灣代表康年華公司提供遊輪船票簽發和遊輪船票結算等服務。本「乘客購票契約」(下稱「購票契約」),訂有適用於乘客與康年華臺灣關係的條款和條件。 附錄 I 所示「航行合約」規定有關乘客與船舶運送人間適用的條款和條件。如 購票契約與航行合約的條款有任何衝突,應以本購票契約的條款為準。

#### 3. Definition 定義

"**Carrier**" means collectively Carnival plc, the Vessel, the Vessel's owners, managers and agents, any affiliated or related companies of the foregoing and their officers, crew, pilots, agents or employees.

所稱「運送人」是指英商康年華、船舶、船舶所有人、管理人、代理人及任何前述者之關聯或關係企業及其主管、船員、駕駛、代理人或員工。"Contract" means collectively the Passenger Ticket Contract, the Passage Contract and any cover pages, appendices or exhibits that are attached thereto.

所稱「合約」是指乘客購票契約、航行合約及任何隨附之扉頁、附件或附檔。

"Cruise" means the specific cruise covered by this Contract, as the same may be modified, and shall include those periods during which the Passenger is embarking or disembarking the Vessel and those periods when the Passenger is on land while the Vessel is in port engaged in any third party provided activities or tours related to or offered during the Cruise.

所稱「航程」是指本契約所涵蓋的特定航程並可對其進行修改。包括乘客上船或 下船的時間段,以及乘客在陸地上而船舶在港口從事於任何由第三方提供的與遊 輪相關或在遊輪期間提供的活動或旅遊之時間段。

"Cruise Fare" refers to the amount due for the Cruise. The amount includes taxes, fees and port expenses, onboard accommodation, standard restaurant dining, designated entertainment facilities and onboard shows, but does not include amounts due for other products or services such as crew incentive and service charges, some beverages, medical services, passports, visa application fees, all components of land tours, dining in specialty restaurants, spa services, purchases in the shops, or other fees which are charged separately onboard.

所稱「遊輪費用」是指遊輪的應付金額。該金額包括稅賦、政府規費及港埠費用、 船上住宿、標準餐廳用餐、指定娛樂設施和船上表演,但不包括其他產品或服務 (如船員獎勵和服務費、特定品項飲品、醫療服務、護照、簽證申請費等)的應 付金額、陸地旅遊的所有組成部分、特色餐廳用餐、水療服務、商店購物或其他 應在船上單獨收取的費用。

"Crew Incentive" and "Service Charges" refers to an amount which 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 Incentive is based on Your stateroom category. The Crew Incentive is subject to adjustment at Your discretion, except as otherwise provided in the Crew Incentive 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 Incentive 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 Incentive and Service Charge Policy, which found website can be on the Carrier's (external link: https://www.princesscruises.com.tw/downloads/contract).

所稱「船員獎勵」和「服務費」是指為方便乘客,將一筆船員獎勵金自動添加到 乘客的船上帳戶中,以表彰每次航行中直接與乘客互動和/或在幕後工作之各部 門船員的努力(包括餐飲場所、娛樂場所、賓客服務和廚房的船員)。船員獎勵 金基於乘客之艙房類別而異。除「船員獎勵及服務費政策」另有規定外,船員獎 勵金會根據您的意見調整。服務費將按自由選購項目計算,自動添加到乘客的船 上帳戶中,該項目包含飲料套裝、飲品、餐廳、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 隊中所有船隻的「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 。 詳 細 說 明 , 請 參 照 運 送 人 網 站 上 https://www.princesscruises.com.tw/downloads/contract 之「船員獎勵及服 務費政策」。

"Passenger" or "Guest" or "traveler" or "you" means all persons traveling under this Contract and persons in their care, together with their respective heirs and representatives. "Passenger" shall include the plural and the use of the masculine shall include the feminine. "Passenger Representative" refers to the Passenger who accepts other travelers' authorization and entrustment, pays the Cruise Fare for them, fills out and signs the Contract, provides other information and handles all related Cruise formalities on behalf of these other travelers. All declarations and expressions made by the Passenger Representative will be considered as the real intention of the Passenger Representative and all the Passengers he/she represents. All communications, introductions and notifications made by Carnival Taiwan and/or Carrier to the Passenger Representative are deemed to have made to all the Passengers he/she represents.

所稱「乘客」或「賓客」或「旅客」或「您」是指根據本契約航行之所有人員及 他們所照管的人員,並他們各自的繼承人和代表人。「乘客」應包括複數形式, 陽性詞的使用應包括陰性詞。「乘客代表」是指接受其他旅客的授權和委託,代 其支付遊輪費用、填寫並簽署合約、提供其他資料,並代表其他旅客辦理所有相 關遊輪手續之人。乘客代表所提出之所有聲明和表達將被視為乘客代表及其所代 表之所有乘客的真實意願。康年華臺灣及/或運送人與乘客代表之所有通訊、傳 達和通知均被視為已向他/她所代表的所有旅客發出。

"**Vessel**" means the ship operated by Carnival plc for which Carnival Taiwan provides customer soliciting, ticket issuance and related services and on which Passenger may be traveling or against which Passenger may assert a claim.

所稱「船舶」是指由英商康年華所營運之船舶,由康年華臺灣招攬乘客、簽發船 票並相提供相關服務,乘客據以乘船旅遊或得據此提出索賠。

#### 4. Restrictions on Travelers 乘客適航限制

4.1 Passengers hereby understand and agree that Carrier is not a professional medical services and equipment provider, therefore, Passengers should fully understand their own physical conditions, and ensure that their health is suitable for traveling. In addition, Passengers should observe the following restrictions on travelers when buying Cruise tickets:

# 乘客在此理解並同意,運送人並非專業的醫療服務和設備供應商,因此,乘客 應充分了解自己的身體狀況,並確保自己的健康狀況適合旅行。此外,乘客在 購買遊輪船票時應遵守以下限制:

i) Infants less than 6 months old at the time of embarkation cannot travel. For those transocean crossings (Atlantic, Pacific, Indian, Antarctic, Arctic, etc.), remote itineraries where there are more than two consecutive sea days, and any other itinerary which may present a significant risk to infants between 6 and 12 months of age, for which the minimum age to travel is 12 months.

登船時不滿 6 個月的嬰兒不能旅行。對於越洋行程(穿越大西洋、太平 洋、印度、南極、北極等)、超過連續兩天以上的海上偏遠行程,以及 可能對 6 至 12 個月大的嬰兒構成重大風險的任何其他行程,最低旅行 年齡限制為 12 個月。

Passengers under the age of 18 years must travel with a Passenger 18 years or older ("Accompanying Traveler"). If the Passenger under the age of 18 is not traveling with his/her legal guardian, the Accompanying Traveler must obtain the consent of the minor's legal guardian and fulfill all guardian responsibilities to ensure the safety of the person and property of the minor throughout the Cruise. All the guardian actions conducted by the Accompanying Traveler will be deemed as actions taken by the legal guardian. Additionally, for groups and families booking multiple staterooms, the

minimum age for each stateroom is 16 years, provided they are travelling with a parent or legal guardian. Queries, explanations or statements made by Carnival Taiwan and the Carrier in any form to the Accompanying Traveler shall be considered as having been made to and acknowledged by the legal guardian.

未滿 18 歲之乘客應與 18 歲(含)以上之乘客同行(隨行乘客)。若未 滿 18 歲的乘客未與其法定監護人同行,則隨行乘客必須徵得未成年人之 法定監護人的同意,並履行所有監護責任,以確保未成年人在整個航程 中的人身和財產安全。隨行乘客的所有監護行為均視為法定監護人的行 為。此外,對於預訂多個客艙的團體和家庭,如與父母或法定監護人同 行者,則每個客艙乘客的最低年齡得為 16 歲。康年華臺灣及運送人以任 何形式向隨行乘客所為的詢問、解釋或聲明,均視同已向法定監護人提 出並得到法定監護人的承認。

- iii) Passengers above 70 years old shall ensure they are in good health and fit for travel and must read and sign a Liability Exemption Letter (see Appendix A).
  70 歲以上的旅客應確保身體健康,適合出行,並閱讀並簽署免責書(見 附件 A)
- iv) Expectant mothers who will enter the 24th week of pregnancy and above by the last day of the Cruise are not allowed to travel on the Cruise. An expectant mother who is less than 24 weeks pregnant must present a letter issued by her doctor within two weeks before the Cruise departure date to prove the pregnancy period and that both the mother and the baby are in good condition, suitable for travel and that it is not a high-risk pregnancy. The expected date of confinement shall also be noted in the letter.

遊輪行程最後一日前將進入懷孕第 24 週(含)以上的孕婦不得搭乘遊輪。懷孕不足 24 週的準媽媽必須在遊輪出發日期前兩週內出示醫生開具的證明,以證明懷孕期間母嬰狀況良好並適合旅行,且非屬高危妊娠。預計分娩日期也應在證明書中註明。

4.2 Passengers should consult Carnival Taiwan to confirm the health requirements applicable to the Cruise before buying cruise tickets, and shall inform Carnival Taiwan and of any medical or health condition they may have that may impact Cruise travel. Once a Passenger purchases a Cruise ticket, he/she is deemed to have been notified of the relevant travel health requirements, agrees that he/she can meet these requirements and accepts Carnival Taiwan's and Carrier's exemption from all losses and liabilities caused by the personal health of the Passenger.

乘客在購買遊輪船票前應先諮詢康年華臺灣以確認符合該遊輪旅遊的健康要 求,並應告知康年華臺灣可能影響遊輪旅遊的任何醫療或健康狀況。乘客一 旦購買遊輪船票,即視為已知悉相關旅遊健康要求,並同意其能符合這些要 求,且接受康年華臺灣及運送人得免除因乘客個人健康因素所造成的一切損 失和責任。

4.3 A Passenger's failure to provide a Liability Exemption Letter or Pregnancy Condition Letter as required by Article 4.3 and 4.4 above will constitute a fundamental breach of this Contract. Carnival Taiwan reserves the right not to provide a Cruise ticket to any such Passenger and the Carrier shall have the right to refuse to board the Passenger. All losses resulting from the above shall be borne by the Passenger.

乘客未按上述第4.3、4.4條規定提供免責聲明或懷孕聲明書者,構成對本契約之根本違反。康年華臺灣保留不向任何此類乘客提供遊輪船票的權利,且運送人有權拒絕該乘客登船。因上述原因造成的一切損失應由乘客承擔。

#### 5. Booking Procedure 訂位流程

5.1 Passengers must carefully review the Cruise product information before choosing a Cruise and making a booking. Passengers should also carefully read through and confirm acceptance of all the terms and conditions of this Contract.

乘客在選擇遊輪產品和預訂前必須仔細查看遊輪產品資訊。乘客尚應仔細閱 讀並確認接受本契約的所有條款和條件。

5.2 When a Passenger or Passenger Representative concludes this Contract or fills out booking information, he/she shall provide all required personal information to Carnival Taiwan, ensure the personal information provided is in accordance with the passport information of the travelers', and shall be responsible for the authenticity and validity of the information.

乘客或乘客代表在簽訂本契約或填寫預訂資料時,應向康年華臺灣提供所有 必要的個人資訊,並確保所提供的個人資訊與旅客的護照資訊一致,並應對 資訊的真實性和有效性負責。

5.3 Passengers agree that a Cruise booking will not be deemed confirmed until the Passengers receive a booking confirmation email from Carnival Taiwan. Carnival Taiwan will handle the booking and issue a booking confirmation email within 18 working hours from receipt of a booking request from a Passenger.

乘客同意須於收到康年華臺灣的預訂確認電子郵件後,才能視為已確認其遊 輪預訂。康年華臺灣將在收到乘客預訂請求後的18個工作小時內處理預訂, 並發出預訂確認電子郵件。

5.4 The deposit amount is 30% of total charges which will be due within 7 days after the booking has successfully been confirmed. Final payment of the cruise/cruisetour fare must be paid to Princess Cruises 60 days prior to sailing. There are no grace periods or extensions for receipt of final payment on a booking. All final payments are due by the final payment date or the booking will automatically cancel. A Final Payment Notice reminder will be sent 14 days PRIOR to final payment due date, followed by a second reminder sent 7 days PRIOR to final payment date.

訂金金額為總費用的30%,須在預訂確認後7天內支付。遊輪/遊輪票價尾款 須於啟航日前60天支付給公主遊輪。預訂費用的尾款支付不適用寬限期或延 期規定。所有尾款均須在最後付款日期前支付,否則預訂將被自動取消。尾 款付款通知提醒將在尾款付款到期日前14天發送,並在最終付款日期前7天 發送第二次提醒。

#### 6. Alteration, Cancellation and Transfer of Contract 契約變更、取消或轉讓

6.1 Passengers can change their Cruise 60 days before departure. The price of the changed Cruise is subject to the real-time price quotation from Carnival Taiwan. Passengers who change their Cruise less than 60 days before departure will be deemed to have rebooked the Cruise after cancelling the previous Cruise booking, and Carnival Taiwan will charge the corresponding cancellation fee according to Article 6.4 below.

乘客可在出發日 60 天前更改航次,變更後的遊輪價格應以康年華臺灣現時報 價為準。旅客在出發日 60 天內變更遊輪,視為取消之前的遊輪預訂後重新預 訂遊輪,康年華臺灣將根據下述第 6.4 條收取相應的取消費用。

6. 2 A Passenger can enjoy a free full name change on a Cruise ticket 14 days or more before departure.

乘客可在出發日14天前享受遊輪船票全名免費更改。

6.3 If after a Cruise ticket is successfully booked it is subsequently cancelled by the Passenger, the cancellation fees will be assessed and varied by the length of sailing for cruise/cruisetour and timing of cancellation for cruise/cruisetour and Cruise Plus package, as illustrated in the schedules below. For certain promotional fares, the deposit is non-refundable.

如果乘客於遊輪船票預訂成功後取消預定,將產生一筆取消費,該筆取消費 是根據遊輪行程/遊輪旅遊的航行時間長短,以及遊輪行程/遊輪旅遊或遊輪 加值套裝的取消時間而有所不同,詳如下述時間表說明。針對某些促銷票價 方案,押金將不予退還。

Days Prior to Departure	Cancellation Fee
出發日前之日數	取消費
60 days or more	30% of Total Charges
60天(含)前	總金額的百分之三十
30-59 days	50% of Total Charges
30-59 天前	總金額的百分之五十
15-29 days	75% of Total Charges
15-29 天前	總金額的百分之七十五
14 days or less	100% of Total Charges
14天(含)內	總金額的百分之百

6.4 If Carnival Taiwan cancels a Cruise ticket after it is successfully booked, and such cancellation is caused by Carnival Taiwan or the Carrier's default, Carnival Taiwan shall fully refund the Cruise Fare and pay a cancellation fee to the Passenger as set forth below:

如因可歸責於康年華臺灣或運送人之違約,造成乘客訂票成功後遭取消其遊 輪預訂時,康年華臺灣將全額退還遊輪票價並向乘客支付取消費如下:

Before departure 出發前	Cancellation Fee (percentage of the Cruise Fare)取消費 (按遊輪費用百分比計算)
45 days and above 45天(含)以上	5%
15 - 44 days 15-44 天前	20%
8 - 14 days 8-14 天前	45%

6.5 Passenger understands and agrees that the Uniform-Invoice will not be issued to them at once when purchasing any goods or service onboard the cruise ship. All the invoices will later be emailed to passenger in form of E-Invoice after the tour.

乘客理解並同意,在遊輪上購買任何商品或服務時,不會立即收到統一發票, 所有發票將在旅行結束後以電子發票的形式通過電子郵件發送給乘客。

6.6 Passenger acknowledges that cancellation of a Cruise, deviation from the published itinerary or change or substitution of a port may also occur due to a Force Majeure Event or other occurrences as described in the Passage Contract. 乘客承認,由於不可抗力事件或航行合約中描述的其他事件,也可能導致遊 輪取消、偏離公佈的行程、更改或更換港口。

6.7 Notwithstanding any language that is or may be construed to the contrary herein, if Carrier cancels a Cruise before departure due to a Force Majeure Event, the only responsibility Carnival Taiwan and/or the Carrier has to Passengers is to refund the Cruise Fare to the Passenger or their Passenger Representatives after deducting those fees and expenses already paid to third parties that are not refundable.

儘管本文中存在有可能被解釋為相反的任何語言,如果運送人因不可抗力事件在出發前取消遊輪行程,康年華臺灣及/或運送人對於乘客或乘客代表之退款義務,限於將遊輪票價扣除已支付給第三方且不可退還的費用和開支後之 金額。

6.8 Passengers understand and agree that the departure time and arrival time of the Vessel is not guaranteed, any part of the voyage may be delayed, and calling ports may also be cancelled due to various reasons including, but not limited to, weather, emergency conditions affecting safe sailing, sailing through controlled waters and routes, and other reasons beyond Carrier's control (including, but not limited to, Force Majeure). Notwithstanding, Carnival Taiwan and the Carrier will use commercially reasonable efforts to arrange a substitute calling port or alter the Vessel's route in order to provide an alternative solution to Passengers . Under such circumstances, Carnival Taiwan has no obligation or liability to Passengers for refunds or other compensation.

乘客理解並同意,船舶的出發時間和到達時間無法保證,航程的任何部分可 能會延遲,停靠港口也可能因包括但不限於天氣、緊急情況影響航行安全、 航經管制水域及路線、或非運送人可控因素等原因(包含但不限於不可抗力 事件)而被取消。儘管如此,康年華臺灣和運送人將盡其商業上合理的努力 安排替代停靠港或更改船舶航線,以便為乘客提供替代解決方案。在此情況 下,康年華臺灣對乘客毋庸承擔任何退款或其他賠償義務或責任。

6.9 Carrier purchases compulsory cruise insurance for Passengers which provides compensation to Passengers for personal injury medical expense benefits, disability benefits and death benefits. Passengers' emergency medical services or personal property losses, changes or cancellations related to the Cruise itinerary caused by Force Majeure Events, and other losses, damages or injuries which is not incurred by Carnival Taiwan or the carrier are not covered by this insurance. It is strongly recommended that Passengers purchase any kind of insurance according to their personal needs.

運送人已為乘客購買強制遊輪旅遊保險,向乘客提供因不可抗力事件導致且 與遊輪行程相關的人身傷害醫療費用救助、殘疾救助和身故善後之理賠。因 不可抗力事件造成與遊輪行程有關的乘客緊急醫療服務或個人財產損失、航 程更改或取消,以及非因康年華臺灣或運送人造成的其他損失,損害或傷害, 不在本保險理賠範圍內。強烈建議乘客根據個人需要購買人身意外險。

6.10 Passengers agree to comply with the Passage Contract which is attached as Appendix I hereto. Passengers shall not refuse to embark or disembark the Vessel or interrupt the normal operation or sailing of the Vessel, nor behave in any other extreme way in violation of the Guest Conduct Policy or laws or regulations applicable to the Cruise. Passengers shall at all times comply with notices from the Vessel's Captain.

乘客同意遵守本契約附錄一所附的《航行合約》。乘客不得拒絕上下船或中 斷船舶的正常營運或航行,亦不得有任何其他違反《乘客行為準則》或違反 適用於遊輪的法律法規的極端行為。乘客應始終遵守船長的指示。

### 7. Rights and Obligations 權利及義務

7.1 Passengers shall watch and abide the departure and returning time when he/she disembarks the Vessel in a port. Carnival Taiwan nor Carrier shall assume any liability for a Passenger missing the boarding time due to a Passenger's own reasons.

旅客在港口下船時,應注意並遵守離船時間和返船時間。因可歸責於旅客之 原因致錯過登船時間,康年華臺灣及運送人對乘客不承擔任何責任。

7.2 Passengers acknowledge and agree that the Cruise Fare does not include luggage storage, except in the Passenger's cabin during the Cruise, or luggage transportation other than on the initial boarding and on the day of disembarkation. Passengers shall properly take care of their own luggage while in their possession and carry valuable belongings with them. Under no circumstance shall Carnival Taiwan assume liabilities for any losses or damages to passengers' luggage. Carrier's limited liability for luggage is as stated in the Passage Contract.

乘客承認並同意,遊輪票價不包含行李寄存服務(遊輪期間在乘客艙內除外), 亦不包含初次登船和下船當天以外的行李運輸服務。旅客應妥善保管自己的 行李及隨身攜帶之貴重物品。在任何情況下,康年華臺灣均不對旅客行李的任 何損失或損壞承擔責任。關於運送人對行李的責任範圍請參閱航行合約中之 規定。

#### 8. Privacy Policy 隱私權政策

Passengers understand and agree that during Cruise ticket booking, Carnival Taiwan may collect passengers' "Personal Information", which includes, but is not limited to, Passengers' personally identifiable information, which can be used to independently identify Passengers' identity, such as personal identification card/passport, credit card information (cardholder name, card number and expiration date) and personal biometric information (hereinafter collectively referred as the "Personally Identifiable Information"), and Passengers' other information which need to be combined with other information to identify Passengers' identity, such as Passengers' name, address, gender, birth date and email address, telephone number, special occasion dates, vacation preferences, as well as emergency contact information (the name, address and telephone number of someone not traveling with the Passenger whom Carnival Taiwan can contact in case of an emergency). In addition, Passengers may provide Carnival Taiwan with certain information relating to Passengers' dietary or religious preferences, health requirements, health insurance information and medical conditions which is also "Personal Information" hereunder. Passengers acknowledge and agree that Carnival Taiwan and/or Carrier will use the Personal Information only for the following purposes: 乘客理解並同意,在遊輪訂票過程中,康年華臺灣可能會收集乘客的「個人資訊」, 包括但不限於乘客的個人身份資訊,這些資訊可用於獨立識別乘客的身份,例如 個人身份資訊。身份證/護照、信用卡資訊(持卡人姓名、卡號及有效期日)和 個人生物識別資訊(以下統稱為「個人身份資訊」),以及需要與其他資訊結合 方能識別乘客身份之其他乘客資訊,例如乘客姓名、地址、性別、出生日期和電 子郵件地址、電話號碼、特殊紀念(節日)日期、假期偏好以及個人身份證/護照 和信用卡資訊(持卡人姓名、卡號和有效期期日)以及緊急聯絡資訊(非乘客人 員的姓名、地址和電話號碼)與康年華臺灣在緊急情況下可以聯繫的乘客)。此 外,乘客可能會向康年華臺灣提供與乘客飲食或宗教偏好、健康要求、健康保險 資訊、醫療狀況等有關的資訊,這些資訊也屬於本協議項下的「個人資訊」。乘 客承認並同意康年華臺灣及/或運送人將僅將個人資訊用於以下目的:

- To administer and offer Cruise products and services, and to promptly communicate with Passengers regarding same;
   管理和提供遊輪產品與服務,並及時與乘客就此進行溝通;
- ii) To support the provision of Carnival Taiwan's and Carrier's services, and respond to Passengers' inquiries and requests and to process Passengers' transactions;

為支援康年華臺灣及運送人提供服務,回應乘客的查詢和要求,處理 乘客的交易;

iii) To perform contractual duties to Passengers and other parties involved in Cruise arrangements;

為向乘客及與遊輪安排有關之其他締約方履行合約義務。

- iv) To provide Passengers with aftersales services and support and to receive Passengers' feedback;
   提供乘客售後服務及支援並為獲得乘客反饋;
- v) To promptly notify Passengers of Carnival Taiwan's or Carrier's newest products, services, event previews or other promotional activities;

為迅速通知乘客康年華臺灣或運送人之最新產品、服務、活動搶先看 或其他促銷活動;

- vi) For internal purposes such as data analysis and research (this data shall not include any of Passenger's personally identifiable information)
   為內部目的使用,諸如資料分析或研究(該等資料不會包含乘客個人可識別資訊在內);
- vii) To issue important notifications in relation to the change or cancellation of Cruise products and services;

為發布與遊輪產品及服務變更或取消相關之重要訊息通知;

viii)In order to fulfill the above purposes, cross-border transmittal, sharing and use of Passenger's Personal Information with Carnival Taiwan's "Affiliated Companies" (which include, but are not limited to, Carnival Corp & plc Carnival Cruise Line, Holland America Line, Princess Cruises and Seabourn; P&O Cruises, Cunard; AIDA Cruises; Costa Cruises; and each of their subsidiaries) and business partners may occur. The countries or regions where the receivers are located include, but are not limited to, the United Kingdom, the United States of America, Germany, Italy, Australia, Japan, South Korea, Singapore and Taiwan.

為實現上述目的,可能會與康年華臺灣的「關聯公司」(包括但不限於 康年華集團、康年華遊輪、荷美遊輪、公主遊輪、璽寶遊輪 P&O Cruises、 皇后遊輪、艾達遊輪、歌詩達遊輪及上述之子公司)及業務合作夥伴 進行跨境傳輸、共享和使用乘客的個人資訊。接收方所在國家或地區 包括但不限於英國、美國、德國、義大利、澳洲、日本、韓國、新加 坡和臺灣。

Carnival Taiwan respects Passengers' personal privacy and complies with relevant laws and regulations. Carnival Taiwan will not sell Passengers' Personal Information to third parties.

康年華臺灣尊重乘客的個人隱私並遵守相關法律法規之規範。康年華臺灣不會將 乘客的個人資訊出售給第三方。

### 9. Applicable Law and Jurisdiction 法律適用及管轄

This Contract, except for the Passage Contract attached hereto, is interpreted in accordance with and governed by the laws of the Republic of China. The parties shall settle any dispute arising out of this Ticket Contract or in connection therewith through friendly consultations. If no settlement can be reached through consultations, either party may refer the dispute to Chinese Arbitration Association for arbitration in Taipei.

本契約除附件航行合約外,均按照中華民國法律解釋並受其管轄。雙方應通過友 好協商解決因本購票契約引起的或與之相關的任何爭議。如協商不能解決時,任 何一方均可將爭議提交中華民國仲裁協會。

# 10. Severability 可分割性

In case any one or more of the provisions contained in this Contract or any portion thereof should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

如果本契約或其任何部分中的任一項或多項條款在任何方面有無效、非法或不可執行者,不影響或損害本契約其他條款的有效性、合法性和可執行性。

# Carnival PLC, Taiwan Branch

Passenger hereby confirm he/she has read, understands and accepts this Contract.

乘客在此確認其已閱讀、了解並接受本契約約束。

Name 姓名:

Signature 簽名:

Date 日期:

Appendix A: Liability Exemption

# 免責聲明

# (70 周歲以上乘客適用)

本人,\_\_\_\_\_(乘客姓名),身份證號/護照號\_\_\_\_\_,出生日期\_\_\_\_, 希望搭乘 \_\_\_\_\_\_公主號遊輪參加出行日期為\_\_\_\_\_至\_\_\_\_\_的, 目的地為\_\_\_\_的旅行("該旅行")。

本人已完全瞭解並接受公主遊輪所告知的乘客適航須知,並作出確認和聲明如下:

- 本人及本人直系親屬瞭解自己的身體狀況,本人並無不良疾病,確認身體狀況適合參加該旅行;
- 2、如本人未如實告知相關健康狀況,在該旅行中突發疾病,本人承擔因此產生的全部責任以及費用,並承擔因此造成貴司損失之賠償責任;
- 本人自願放棄在旅行過程中參加不適宜高齡者參加的所有景點或活動;若因本人堅持參加所產生的全部後果均由本人自行承擔;
- 4、在旅行過程中,如因本人身體不適或其他原因出現需提前返回、在靠港地就 醫、使用船上醫療設施等情況,或因不可抗力或突發疾病導致本人住院或身 故,由此產生的一切責任及費用均由本人自行承擔。

乘客(本人)姓名(簽名):

乘客直系親屬(簽名):

簽署日期: