

## **Terms And Conditions**

### **IMPORTANT NOTICE TO ALL GUESTS**

This document is a legally binding contract between the Carrier and the Guest. All Guests are advised to read the terms and conditions set forth below ("Passage Contract") carefully. The attention of Guest is especially directed to Clauses 5, 10, 12, 15 and 16 which contain important limitations on the rights of Guest to assert claims against the Carrier, the Vessel, their agents and employees and others.

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## 1.

### **INTRODUCTION AND DEFINITIONS**

All cruises/passages and all businesses and services undertaken by the Carrier are subject to the terms and conditions set out herein. In this Passage Contract, words importing the masculine gender shall include the feminine gender and vice versa. Words in the singular shall include the plural and words in the plural shall include the singular.

#### a.

For purposes of this Passage Contract the term "Carrier" shall mean Star Cruises (HK) Limited, its direct and indirect holding companies, subsidiaries, fellow subsidiaries, affiliates, designees, assigns or successors, the named Vessel, any substituted vessel, and its or their owners, operators, employees, agents, charterers, tenders, launches and related facilities. All rights, defences, immunities and limitations of liability of Carrier set forth herein shall also inure to the benefit of all of the Carrier's concessionaires, facilities, independent contractors or other service providers, whether at sea or ashore, including but not limited to shore excursion or tour operators, retail shop personnel; any affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; all suppliers, shipbuilders, component part manufacturers; and its or their owners, operators, managers, charterers, agents, pilots, officers, crew, servants and employees, who shall have no liability to the Guest, either in contract or in tort, which is greater than or different from that of the Carrier.

#### b.

The term "Cruise" means all water transportation aboard the Vessel and the Vessel's tenders from the port of embarkation to the port of final destination which Carrier agree to provide to Guest pursuant to this Passage Contract.

#### c.

The term "Guest" shall include but not limited to any person or entity making a reservation or purchasing the Cruise or for whom a reservation is made or the Cruise is purchased on the date and Vessel indicated on the relevant document, accepting or using this Passage Contract, including others in the care of the Guest, any accompanying minors, and any of the heirs, relatives, successors, assigns or representatives of the Guest, regardless whether signed by or on behalf of the Guest. "Guest" shall have the same meaning as "Passenger" in this Passage Contract.

d.

The "Fare" means the amount paid for the Cruise which includes only the transportation as specified herein, full board, and ordinary ship's food during the Cruise, but does not include gratuities, spirits, wines, beer, soft drinks, sodas or mineral waters, shore excursions, salon and spa services, or any other incidental or personal services charge or expense. The Fare does not include government taxes and/or fees, charges, tolls and taxes imposed or sanctioned by any governmental or quasi-governmental authorities including but not limited to Customs fees, head taxes, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, harbor maintenance fees and Internal Revenue Service fees, port/terminal charges and Guest handling charges, whether assessed on a per passenger, per berth, per ton or per vessel basis. In the case of per ton or per vessel assessments, those assessments will be spread over the passenger capacity of the ship. Such expense, charge, fee, cost or tax, as the case may be, shall be paid for in full by the Guest on demand at the prevailing rates in addition to the Fare. Subject to Clause 3 below, Government Fees and Taxes are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

e.

The term "Vessel" shall mean such vessel or vessels employed, hired, operated, provided and/or chartered by the Carrier in the performance of this Passage Contract, and/or any substitute vessel.

f.

The term "Passage Contract" means the reservation information provided by or on behalf of the Guest, the Carrier's acceptance of the reservation, and the terms and conditions contained herein, together with any amendments agreed in writing and signed by a duly authorized representative of Carrier. This Passage Contract shall constitute the entire agreement between Carrier and Guest and supersedes all other agreements, representations or conditions contained in Carrier's advertisements, notices, brochures or other literature and all promises and agreements made or claimed to have been made by anyone in connection with the Cruise to the Guest or anyone representing the Guest, whether oral or written.

g.

The term "Master" means the Captain of the Vessel or any person who acts under his authority.

h.

Except as provided in Clause 15, 16, 18 and 21 below, should any provision of

this Passage Contract be unenforceable, contrary to or invalid by virtue of the law of the jurisdiction in which this Passage Contract is sought to be enforced or be so held by a court of competent jurisdiction, such provision(s) shall be deemed to be severed from the Passage Contract and of no effect and all remaining provisions herein shall be in full force and effect and constitute the Contract of Carriage.

2.

**INCORPORATION AND APPLICATION OF ATHENS CONVENTION (CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA (1974) as amended by the Protocol to that Convention on 19 November 1976 (“THE ATHENS CONVENTION”))**

a.

The liability of Carrier and any other parties involved in supplying services in connection with the Cruise may be limited by international conventions including conventions relating to the carriage of guests and their luggage by sea, air and rail. Carrier shall be entitled to the maximum protection allowed by law in respect of their liability or any limitation on damages recoverable by Guest against Carrier.

The liability of Carrier for loss of life or injury to a Guest or for loss of or damage to baggage during the Cruise, wherever and whenever occurring, shall in no circumstances except by force of law exceed the limits of liability as provided under the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea (1974) together with the Protocol of 1976 to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea (collectively the "Athens Convention"). The Athens Convention shall be incorporated as part of the Passage Contract irrespective of whether the Carrier is international carriage or not.

Without derogating from or in any way depriving the Carrier or the Vessel of the benefits of any exemptions, exclusions or limitations contained in the provisions in clauses 5, 10, 12 and 15 and 16 of the Passage Contract, on Cruises which neither embark, disembark nor call at any U.S. port, the Carrier and/or the Vessel shall, to the extent permissible by law, be entitled to any and all liability limitations and immunities and rights applicable to it under the Athens Convention, which relevant terms and provisions include, inter alia,

i)

Article 5 whereby the Carrier shall not be liable for loss of or damage to monies, negotiable securities, gold, silver, silverware, jewelry, ornaments, works of art or other valuables, except where such valuables have been deposited with the Carrier for the agreed purpose of safe-keeping in which case the liability of the Carrier shall be liable up to the limit provided for in Article 8 of the Athens Convention unless a higher limit is agreed upon in accordance with paragraph

1 of Article 10;

ii)

Article 7 whereby the liability of the Carrier for the death of or personal injury to a passenger shall in no case exceed 46,666 SDR per carriage;

iii)

Article 8 whereby the liability of the Carrier for the loss of or damage to cabin luggage shall in no case exceed 833 SDR per passenger per carriage, and in the case of loss of or damage to vehicles including all luggage carried in or on the vehicle, 3,333 SDR per vehicle per carriage, and in the case of loss of or damage to luggage other than those mentioned in this paragraph, 1,200 SDR per passenger per carriage, subject to the full amount deductible as set out in Article 8(4).

iv)

Article 15 which deals with the notification of claims in respect of loss of or damage to luggage; and

v)

Article 16 which provides for a two-year limitation period for the bringing of claims shall be deemed to have been fully incorporated in these terms and conditions and the Passage Contract and liability shall in no circumstances exceed the limits therein prescribed from time to time.

b.

The term "SDR" mentioned above denotes an international basket of currencies created by the International Monetary Fund (IMF) in 1969. The IMF defines Special Drawing Rights (SDR) as follows:

The SDR is an international reserve asset, created by the IMF in 1969 to supplement the existing official reserves of member countries. SDRs are allocated to member countries in proportion to their IMF quotas. The SDR also serves as the unit of account of the IMF and some other international organizations. Its value is based on a basket of key international currencies.

In order to obtain the current USD equivalent of the SDR, please log on to the following website, managed by IMF - [http://www.imf.org/external/np/fin/rates/rms\\_sdrv.cfm](http://www.imf.org/external/np/fin/rates/rms_sdrv.cfm)

c.

In relation to Cruises which embark, disembark, or call at any U.S. port, the Carrier shall further have the benefit of all statutes of the United States of America providing for limitation of and exoneration/exemption 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. Nothing in this Passage Contract is intended to nor shall it operate to limit or deprive the Carrier of any such statutory limitation of or exoneration from liability under any applicable laws.

**3.**

**PASSAGE CONTRACT AND FARE**

a.

This Passage Contract shall incorporate and be governed by these terms and conditions which the Carrier may at any time amend without notice to the Guest.

b.

This ticket (sometimes in the form of booking confirmation) is valid only for the voyage specified and for the Guest named thereon and it cannot be transferred without Carrier's written consent. The acceptance or use of this ticket by the Guest shall be treated or deemed as acceptance and agreement by each of them to all of the terms and conditions of this Passage Contract.

c.

All Cruises are subject to availability at the time of booking. No Passage Contract shall exist until the deposit (or, where appropriate, the full price) has been paid, whether or not a booking confirmation has been issued, and all money paid to a travel agent shall be held on the Carrier's behalf until such time as it is paid to the Carrier. Failure to pay the sum by the due date shall entitle the Carrier to cancel the booking and impose a cancellation charge under the clause hereunder.

d.

The Fare paid shall be considered fully earned at the time of payment, or if not previously paid, then at the time payment is due or upon embarkation, whichever is sooner. The Carrier shall not be liable to make any refund to Guest in respect of lost ticket or in respect of ticket wholly or partly not used by a Guest except as expressly set forth herein, notwithstanding any statute or other governmental regulation to the contrary.

e.

Published Fares including those in any brochure or other publication may be subject to change at any time.

f.

The Carrier may alter the Fare specified at the time of reservation and impose, without prior notice, a surcharge upon the Fare of an amount to be assessed by the Carrier which the Guest shall pay prior to embarkation, in order to take into account changes in the cost of providing the Cruise caused by variations in certain transport costs, including fuel costs, dues, taxes, fees or adverse movement in currency exchange rates.

g. Services and goods provided during the Cruise and any port or airport charges and taxes which are not included in the Fare shall be paid by Guest. Where such services or goods are provided on board the Vessel, payment must be made before Guest leaves the Vessel.

h. Without prejudice to any lien over Guest's baggage and goods, Guest agrees that Carrier shall be entitled to prevent any baggage or goods belonging to or traveling with Guest from leaving the Vessel until all sums owed to Carrier by Guest have been paid.

#### **4. GUEST'S OBLIGATION**

a. Upon embarkation and throughout the Cruise, Guest shall have received all medical inoculations necessary for the Cruise and shall have available for production all proper and necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, medical certificates showing all necessary vaccinations, and all other documents necessary for the scheduled ports of call and disembarkation. Notwithstanding any advice or information provided by or on behalf of Carrier from time to time, it is Guest's sole responsibility to establish and comply with all entry requirements and ensure his legal eligibility to travel. The Guest is advised to check with his travel agent or the appropriate government authority to determine the necessary documents and travel eligibility requirements. Guest shall be responsible for and keep Carrier and all third parties indemnified in respect of any liability loss damage or expense arising out of any failure to comply with such requirement. Guest will be subject to any fine or other costs incurred by Carrier, which result from improper documentation or non-compliance with applicable regulations, which amount may be charged to Guest's stateroom account and/or credit card. Carrier may cancel the booking of any Guest who is or becomes ineligible to travel for any reason, or who is travelling without proper documentation. At any port or place Carrier or Master may refuse to embark or may disembark any Guest who, in the opinion of the Master or other authorized ship's officer, might be excluded from landing at destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease. In such cases, Guest shall not be entitled to any refund of Fare or compensation of any kind. Under no circumstances shall Carrier be liable for any cost, damage or expense whatsoever incurred by any Guest as a result of such cancellation or denial of boarding.



b.

Guest shall arrive for embarkation onboard the Vessel at the Cruise embarkation port by the time fixed by the Carrier, or if no time has been notified then Guest must arrive at least 3 hours before the time scheduled for departure. Guest agrees, in all ports of call during the Cruise, to return to the Vessel in good time, and in any event, not less than 30 minutes before the scheduled departure time, to board the Vessel. It is Guest's responsibility to be aware of the required boarding time and return to the Vessel so as not to miss Vessel's departure and to take into account any difference between the time on shipboard and shore side clocks. If Guest does not arrive to board on time at any port or place then Carrier shall not have any liability in respect of the consequence. Carrier shall not be obliged to delay or deviate from the intended itinerary and Guest shall bear any and all costs arising as a result thereof. Costs associated with transportation of Guest to rejoin the Vessel including, but not limited to, governmental fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall be borne by the Guest.

Furthermore, for those passengers who return late in any port of call during the Cruise, an administrative charge of HKD800 (or its equivalent) per person would be levied. And the Vessel shall have absolute right to leave the port as scheduled or anytime thereafter without any liability, compensation or refund whatsoever, and the Passage Contract (including any travel service or obligation as may have agreed under the passage contract) between the Carrier and any such passenger who ended up failed to return to the Vessel would be regarded as have been fulfilled completely and satisfactorily.

c.

Guest acknowledges that medical care on a cruise ship may be limited or delayed and the ship may travel to destinations where medical care is limited or unavailable, and that the Vessel may or may not carry a ship's physician or other medical personnel at the election of the Carrier. Therefore, every Guest warrants that the Guest and any person in Guest's care/responsibly shall be physically fit to take the Cruise at the time of embarkation and give a warranty that this is the case. The Carrier reserves the right to require any Guest to produce medical evidence of fitness to travel on the Cruise. Guest must be self sufficient and/or should travel with a companion to provide any assistance needed during the Cruise. Carrier reserves the right to require that any Guest who is not self-sufficient to travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency.

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Guest with any physical or mental disability, mobility problem, other medical condition or handicap which may require special care, treatment or assistance of any kind during the voyage (including persons confined to wheelchairs) must report to Carrier in writing when a reservation is made. If any such disability, mobility problem or condition arises after the reservation has been made then

notice must be given to Carrier as soon as possible. Carrier may require a medical certificate or other documentation, information or waiver relating to such disability, mobility problem condition as it considers necessary.

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The Carrier reserves the right to refuse or revoke passage to, or cancel the reservation of, any Guest who fails to notify the Carrier of any physical disability, mobility problem or other condition which may require special assistance or accommodation, or who is, in the sole judgment of the Carrier, as a result of such condition unfit to travel, or who may require care, treatment or attention beyond that which the Carrier can provide or if Carrier is not satisfied that the safety, comfort and well-being of the Guest and/or any other Guests can be guaranteed. In the event of denial of boarding of the Vessel, Carrier may at its absolute discretion refund all or part of the Fare, but otherwise no refund or compensation will be made by Carrier. Carrier shall have no liability in respect of any refusal to allow boarding in accordance with the provisions of this Clause.

●

Without limiting the generality of the above, and subject to the clauses herein, Guest who is pregnant shall disclose her pregnancy and the stage thereof to the Carrier at the time of reservation of passage. Guest who is in or over twenty-four (24) weeks of her pregnancy shall be prohibited from traveling onboard. All expectant Guests agree to provide the Carrier, on demand, prior to embarkation, with a physician's statement verifying that her gestational status is in accordance with these terms and conditions and certifying her fitness to travel even if she will be less than twenty-four (24) completed weeks pregnant upon disembarkation. Failure to do so may result in the cancellation of the Guest's reservation without refund, compensation or payment except as set forth in the Carrier's cancellation policy described in Clause 9, based on the timing of such cancellation.

●

Children aged 6 months or less at the commencement of the Cruise will be refused permission to board the Vessel and the Carrier shall have no liability whatsoever for any consequences of such refusal. Certain Cruises also have prohibitions on children aged 12 months or less. Guest should check with the Carrier before booking.

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If at any time any Guest reasonably appears to the Carrier, the Master, the Vessel's doctor, or any medical staff to be:-

i)

in any way unfit to proceed, a nuisance or likely to cause mischief, or likely to inconvenience, endanger or impair the health, safety or reasonable comfort of any person or persons whether onboard or not, or likely to endanger or impair the safety of the Vessel and/or her fittings, furnishings, machinery, equipment, or any part thereof or any property,

ii)

likely to be refused permission to land at the Guest's port of destination or any port at which the Vessel may call, or

iii)

likely to render the Carrier liable for the Guest's maintenance or support or repatriation,

the Carrier, the Master, the Vessel's doctor or the medical staff shall be entitled, regardless of any medical certificate produced, at its and/or his sole discretion, at any place or port and at any time to refuse to embark or transport such Guest, disembark the Guest at any port, transfer the Guest from one berth to another, transfer the Guest by other means of transportation or confine the Guest to a cabin or to the Vessel's clinic or any other part of the Vessel. Guest may not be able to participate in certain activities or programs either aboard the Vessel or onshore at ports of call if to do so would create a risk of harm to any Guest. Neither the Guest nor anyone travelling with the Guest shall be entitled to a claim against the Carrier for any loss or damage suffered as a result of any of the above actions.

●

Guests, including those mentioned herein, requiring any special or extra accommodation, or special or extra attention in the course of the voyage and not originally provided for, must inform the Carrier or its agents at the time of reservation of passage and will be charged accordingly for the same. Save as aforesaid, the Guest acknowledges and agrees that the Carrier shall have no responsibility or obligation to provide any special accommodation, services or equipment other than the accommodation, services or equipment normally provided to any other Guests.

●

Guests with special needs are advised that certain international safety requirements and regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing.

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Guests requiring the use of a wheelchair must provide their own junior/adult standard size wheelchair (22 1/2 inches wide), as any wheelchairs available on the Vessel are for emergency use only, and must be accompanied by a traveling companion fit and able to assist them.

●

The Guest hereby releases the Carrier from any and all liability for any loss of life, injury or damages proximately caused by pregnancy, a pre-existing sickness, disease, injury, infirmity, disability or illness, whether mental, physical or otherwise.

●

Guest agrees to indemnify and reimburse the Carrier in the event that the Carrier elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith.

- Reasonable expenses of any kind, including fines, penalties, duties or other charges, incurred or paid by the Carrier and attributable to the Guest's failure to observe or comply with any law of any country and/or regulations of the Carrier or any governmental authority, governmental agency or official, port or port official including any local requirements in respect of immigration, boarder patrol, customs and excise, agriculture, health or any other government regulation whatsoever shall be recoverable by and paid to the Carrier by and from the Guest on demand.

- The Guest shall have no right to any refund or any right of action against the Carrier in respect of any loss, costs or expenses sustained or incurred and the Carrier shall have no obligation or liability of any kind whatsoever to the Guest in respect of any action taken by the Carrier in good faith under these terms and conditions.

d.

Upon boarding the Vessel, the Guest must register a valid credit card or other acceptable payment method at the Front Desk to cover any stateroom charges. Guest agrees that if Carrier incurs any expense or sustains any damage as delineated in but not limited to this Clause, that Carrier may charge to Guest's statement room account and/or credit card for any such expenses incurred or damage sustained.

e.

Prior to disembarking the Vessel, the Guest must pay in full all amounts charged to the Guest's stateroom account.

f.

Each Guest agrees to abide by all rules and follow the directions of the Carrier and its officers at all times and failure to do so may subject the Guest to disembarkation without any liability on the part of the Carrier for a refund or any other related expenses or losses to the Guest or any accompanying Guest whatsoever.

g.

A Guest under 18 years of age ("Minor") must be accompanied by a Guest 18 years or older ("Accompanying Adult"). The Accompanying Adult expressly agrees to be responsible for the safety, conduct and behavior of the Minor throughout the Cruise; for night Cruise, the Accompanying Adult must occupy either the same stateroom as the Minor or a stateroom connecting with the Minor's stateroom. The Accompanying Adult's responsibility includes, but is not limited to, preventing the purchase or consumption of alcohol by the Minor, preventing the engagement in any form of gambling on board the Vessel by the

Minor, ensuring compliance with and preventing the violation of any ship rules by the Minor and indemnifying Carrier in respect of all liabilities and amounts payable in respect of the Minor in accordance with this Passage Contract. If the Accompanying Adult is not the parent or legal guardian of the Minor then either a certified copy of the marriage certificate of the Accompanying Adult and Minor or a notarized parental/guardian's consent letter that authorizes the Minor's travel and medical treatment of the Minor in case of an emergency must be delivered either to the representative at the pier or the Front Desk Officer of the Carrier. Failure to produce such documentation at embarkation may result in boarding being denied with no refund or compensation provided. Guests must be 18 years or older to purchase or consume alcohol or to engage in any form of gambling on the Vessel.

h.

Guest is subject to baggage restrictions made by Carrier (including, but not limited to, those set out in Clause 13 below) and other air and land carriers. Guest is responsible for checking these prior to departure and accepts responsibility for any baggage disallowed or additional charges caused by restrictions including any excess baggage charges.

i.

Guest is not allowed to bring onboard the Vessel any firearms, weapons of any kind, ammunition, explosive substances or any goods of a dangerous nature.

j.

Guest is not allowed to bring onboard the Vessel animals of any kind.

k.

Guests are prohibited from bringing any alcoholic drink, intoxicating liquor or beverage on board the Vessel. All alcohol, wine/champagne and excessive non-alcoholic beverages will be confiscated and discarded without compensation. Alcoholic beverages purchased in the Vessel's gift shops or at a port of call will be retained by Carrier for the duration of the Cruise and returned to Guest upon arrival at the port of disembarkation. Guest shall have no claim for any loss or inconvenience incurred as a result thereof. Carrier reserves the right to refuse to serve alcohol to any passenger. Guests acknowledge that the minimum age permitted for the purchase, possession or consumption of alcoholic beverages aboard the Vessel is eighteen (18). Guest agrees to supervise all Minor under their charge to insure that they do not violate this or any other shipboard regulations. Guest who attempts to purchase alcohol by using false identification will be deemed in violation of this policy. Guest agrees that Carrier has the right to disembark any Guest who violates this policy as well as any Accompanying Adult travelling with the Minor who violates this policy or any other shipboard regulation.

l.

All fragile, perishable and valuable objects carried onboard shall be carried at the Guest's own risk. Neither the Carrier nor the Vessel shall in any event be under any obligation or liability of any kind whatsoever to the Guest or any other person or persons for loss of or damage to fragile, perishable or valuable objects.

m.

Unless Guest obtains prior written permission from Carrier, Guest shall not solicit anyone on the Vessel, including without limitation other Guests, the Carrier's employees, personnel or agents during the voyage with respect to any professional, business, or commercial activity, for profit or otherwise. Failure to adhere to this prohibition may result in ejection from the Vessel without liability of the Carrier to refund any portion of the Fare or for any incidental costs whatsoever.

n.

Guest acknowledges that the Vessel contains non-smoking sections. Guest agrees to refrain from smoking in those sections and agrees that Carrier has the right to disembark the Guest for failure to observe Carrier's non-smoking policy.

o.

Illegal activity or behavior by Guests aboard is strictly forbidden. Guest agrees to comply with this policy and acknowledges that it is Carrier's policy to report incidents of illegal activity or behavior to the appropriate law enforcement authorities.

p.

Guest agrees that he will not utilize any tape recording, video, or photograph of himself, any other Guest, crew, or third party on board the Vessel, or depicting the Vessel, its design, 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. Guest acknowledges that by boarding the Vessel, at any time, Guest irrevocably agrees to this provision, which is a condition precedent to being permitted on board the Vessel and can be enforced by any legal means, including but not limited to injunctive relief.

q.

If Guest is denied boarding, confined to a stateroom or disembarked from the Vessel pursuant to any provision of this Passage Contract, Guest agrees:

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Carrier will not be liable for any refund of the Fare, other compensation or any

damages.

•

Disembarkation and repatriation to the embarkation port or any other destination will be at Guest's sole expense.

•

To indemnify Carrier and that Carrier may charge Guest's stateroom account and/or credit card for any and all expenses incurred by Carrier in relation to Guest's disembarkation and/or repatriation.

r.

A Guest shall not have the right to exclusive occupancy of a cabin with two or more berths unless the single person surcharge is paid. If a cancellation results in a Guest becoming the sole occupant of a cabin with two or more berths, the Guest shall be liable to pay the single person surcharge. If a cancellation reduces the number of Guests originally booked in a cabin together, the remaining Guests shall each be liable to pay any increase in the price arising as the result of such reduction.

s.

Guest shall disembark the Vessel at the port of disembarkation or as directed by Carrier. Guest who remains on board the Vessel contrary to Carrier's direction after the end of the Cruise will be evacuated by Carrier. Guest agrees to indemnify Carrier and hold Carrier harmless against any delay, cost, expense, loss or damage incurred by Carrier due to Guest's refusal or failure to disembark the Vessel as per Carrier's direction.

t.

The Carrier recommends that the Guest obtain the Guest's own insurance protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with the Cruise.

u.

Guest is liable to the Carrier and shall reimburse and fully indemnify the Carrier and hold the Carrier harmless against all or any liabilities, losses, claims, damages, costs, expenses and/or delay, of whatever nature, sustained or incurred by, or made upon, the Carrier whether directly or indirectly, by reason of, in connection with or attributable to any act, omission, negligence of, or breach of duty or breach of or failure to perform or comply with, or negligent performance or compliance with these terms and conditions of the Passage Contract by the Guest or Minor for whom he is responsible.

v.

Guest is encouraged to make reference to travelling warning or outbound travel

alert issued by government of the Guest's country or governments of Guest's planned travel destinations before making reservation with the Carrier and embarkation.

**5.**  
**CARRIER'S OBLIGATION AND LIMITATION**

a.  
Carrier's responsibility shall never exceed the limitation of liability to which Carrier is entitled under applicable law and this Passage Contract. No undertaking, guarantee or warranty is given or shall be implied as to the seaworthiness, fitness, or condition of the Vessel or of any food, drink, medicine, or provisions supplied onboard the Vessel. In no event shall Carrier be liable for any incident arising outside the Guest areas of the Vessel or the Vessel itself including, but not limited to, those occurring ashore, on tenders not owned by the Vessel, on or resulting from equipment not a part of the Vessel, or upon docks or piers.

b.  
While every reasonable care is taken to provide medical attention to the Guests onboard, such medical attention and/or facility found onboard cannot be considered as full medical facilities as found in a general hospital. The medical facilities are provided as an emergency and first aid function only.

c.  
Guest acknowledges that in the event of any transportation required for evacuation due to medical reasons, such transportation arrangements are done for and on behalf of the Guest and at the Guest's own cost and expense. Guest also acknowledges and accepts that the Carrier is at liberty to claim such amount back from the Guest in the event of any payment advanced by the Carrier for such transportation.

d.  
Carrier may at any time for any reason whatsoever, without compensation to the Guest, provide accommodation to the Guest different from that already assigned to or provided for the Guest provided that the standard and type of accommodation are essentially the same or better than that (if any) confirmed by Carrier at the time of the reservation was made. If Carrier is unable to offer such alternative accommodation, Guest shall have the right to accept any alternative accommodation offered by Carrier and, if appropriate, reasonable compensation, or terminate the Passage Contract in which event there shall be a refund equivalent to the unused portion of the cruise-only fare, if any, but no further compensation.



Specific stateroom assignments are not guaranteed. Carrier reserves the right to move Guests to a comparable stateroom for any reason, including but not limited to, instances in which a stateroom is booked with fewer than the maximum number of Guests the stateroom can accommodate; or when a partial Guest cancellation occurs and the remaining number of Guests do not match the maximum number of Guests the stateroom can accommodate.

e.

When the Athens Convention applies, all claims against Carrier shall be brought in accordance with that Convention. In all other cases, the liability of the Carrier shall not exceed:-

i)

in the case of death of or personal injury to a Guest, the sum of US\$70,000/- per Guest including medical costs, disability compensation, etc (or whatsoever); and

ii)

in the case of loss of or damage to property, the sum of (a) US\$300/- per Guest, or (b) US\$5/- per kilogram of the item lost or damaged or, (iii) US\$75/- per bag or piece of baggage, whichever is lowest.

f.

If the Vessel does not sail on or about the scheduled or advertised date for any reason whatsoever, including fault of Carrier, Carrier shall have liberty to substitute any other Vessel or means of transportation, regardless whether owned or operated by Carrier, and to re-berth Guests thereon or, at Carrier's option, to refund the passage money paid or a pro rata portion thereof without further liability for damages or losses of any kind whatsoever.

g.

It is agreed that Carrier shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Carrier nor for any intentional or negligent acts of Carrier's employees committed while off duty or outside the course and scope of their employment.

h.

It is agreed that Carrier shall have no liability for loss, damage or injury to the Guest as a consequence of Guest's use of Vessel's athletic or recreational equipment or as a consequence of Guest's decision to participate in any athletic or recreational activity or event.

i.

Carrier shall not be liable to Guest for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damage was caused by the wilful neglect or conduct of

Carrier or its agent or employees and resulted from the same Guest sustaining actual physical injury, or having been at risk of actual physical injury.

j.

Carrier shall not be liable in respect of consequential loss or damage or in respect of claims for detention, delay or overcarriage however caused, save that in the case of loss to the Guest caused by delay solely attributable to the fault of Carrier, Carrier may reimburse expenses unavoidably incurred up to a maximum of 10% of the Fare paid.

k.

For fly cruises (and if not already confirmed at the time of booking), the Carrier will advise the details of the flight arrangements within a reasonable time after such arrangements are known. Where any of the arrangements have to be changed after such notification, any such change(s) shall not constitute a significant alteration and any liability of the Carrier shall be limited to paying any necessary and reasonable expenses incurred by the Guest directly as a result. For the avoidance of doubt, in no circumstances shall the Carrier be liable for denial of boarding by an airline contracted in relation to fly cruise, such denial being the sole discretion of such airline.

## **6.**

### **SAFETY AND SECURITY**

The Guest represents and warrants that the Guest and Minor for whom he is responsible are fit to proceed, are not in any way a nuisance and that the property and conduct of the Guest and Minor will not in any way cause any mischief or inconvenience, endanger or impair the health, safety or reasonable comfort of any person or persons whether onboard or not, or endanger or impair the safety of the Vessel and/or her fittings, furnishings, machinery, equipment, or any part thereof of any property. The Guest shall further defend and indemnify the Carrier and each and all of the agents or servants of the Carrier against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused by the breach of this representation.

The Guest, in the interest of international security and safety at sea and in the interest or convenience of the other Guests or any third party acting with governmental authority, agrees and hereby consents to a reasonable search, with or without notice, being made of the Guest's person and property whether physically, by way of screening, scanning or otherwise, and to the sequestration of any property which may, in the opinion of the Carrier, the Master and/or any officer on board the Vessel, be likely in any way to inconvenience, endanger or impair the health, safety or reasonable comfort of any person or persons whether on board or not, or to endanger or impair the safety of the Vessel and/or

her fittings, furnishings, machinery, equipment, or any part thereof or any property. Any Guest who refuses any such search or screening or scanning, or any Guest travelling with such items, may be denied boarding or disembarked and no refund of the Fare will be issued.

The Master or any crew member acting under the authority of the Master shall be entitled to enter the cabin occupied by the Guest at any time for the purposes of searching for controlled or prohibited substances or for the purposes connected with maintenance work, security or safety.

## **7.**

### **AMENDMENTS OF TERMS AND RESERVATIONS**

#### **a.**

The Carrier may at any time amend the terms and conditions of the Passage Contract without notice to the Guest.

#### **b.**

Amendments to reservations are at the sole discretion of the Carrier and the Carrier shall be entitled to impose such administrative charges it deems fit in the event it accedes to any request to amend the reservation.

## **8.**

### **CANCELLATION OR ALTERATION BY THE CARRIER**

#### **a. Non-material Alterative by Carrier**

Cruise provided by Carrier is planned far in advance. Changes to times or itineraries, including changes to times and places of arrival or departure of cruise ships, flights and land based programmes, substitution of cruise ships, aircraft or other transportation or lodging may be made by Carrier for reasons including, but not limited to, operational matters, weather and sea conditions, the safety, comfort or enjoyment of Guests, or reasons beyond the control of Carrier. In case such changes are made, Carrier will endeavour to give notice of such changes at the earliest practical opportunity. Such changes will not amount to material alteration of the Cruise or to this Passage Contract. Guest shall have no claim against the Carrier, and the Carrier shall not be liable (whether for damages or a refund) for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever caused in such circumstances, except as provided for in Clauses 5(f) and 11 herein.

#### **b. Cancellation and Material Alteration by Carrier**

Carrier may, without prior notice, at any time prior to departure cancel or

materially alter the Cruise in circumstances which do not amount to Force Majeure Events as described in the Clause 10 including, but not limited to, unavailability of the Vessel, whether through charter out or owing to over booking of cabins, or otherwise. In this case Carrier will inform Guest as soon as is reasonably practical and offer Guest an alternative Cruise and/or if appropriate, reasonable compensation. Guest may elect either to accept any such alternative or to cancel and receive a refund of all sums paid to Carrier. Guest recognizes and agrees that it will not normally be possible for the Carrier to offer an appropriate substitute Cruise which is available at about the same time as and/or with a similar itinerary to that originally booked, but the Carrier will do its best to provide a suitable alternative cruise of similar duration and value. If Guest elects to cancel the Passage Contract, a written cancellation notice must be sent to the Carrier within 14 days of being advised of the itinerary change. No further compensation shall be payable.

**c. Interruption or Material Alteration during Cruise**

Subject to the above provisions of this Clause 8, if the Cruise is interrupted or significantly altered in circumstances which do not amount to Force Majeure Events, Carrier will make suitable alternative arrangements for its continuation. If it is not possible to make such alternative arrangements or Guest does not accept the alternative arrangements for good reason, Carrier will provide Guest with transport back to the place of departure, or such other place as Guest may reasonably wish and Carrier will make a pro rata refund to Guest based upon the number of whole days, if any, by which the scheduled duration of the Cruise is shortened by more than twenty-four (24) hours. No further compensation shall be payable.

**9.**

**CANCELLATION BY GUEST**

**Genting Cruise Lines - FIT Policy (Effective for bookings on and after 1 July 2018)**

Payment Schedule



At time of booking (credit card)

Amendment Policy (All cabins subject to availability)



Cancellation (including cancellation charges if applicable) and re-booking is required and applicable when:

- Total cabin change of passenger names (when all pax names within a cabin require change)
- Change of sailing date
- Downgrading of cabins (from higher category to lower category)
- Change of vessel
- Downgrading of Itinerary

Notes (for FIT Bookings):

- 100% of full cabin fare will be levied as cancellation charges in case of sailing during special holiday season.
- Change of all passengers in an original cabin will be treated as cancellation and prevailing rates of cabins will apply to new booking. Cancellation charges will be levied according to the Cancellation Policy.
- Any amendment imposed by the cruise line to the passenger, the amendment fee will be waived.
- Amendment fees are applicable to those amendment requests, which have been received not less than 5 calendar days prior to the departure date. Any amendment request received 4 calendar days or less prior to departure, 100% of full cabin fare as cancellation charges will be levied.
- No charge shall be levied for up sold of cruise provided that the original departure date remains unchanged.
- Amendment request must be made in writing to the cruise line's Reservations Office and shall be effective only upon actual receipt by the cruise line's Reservations Office. The Sales Agent is reminded to confirm the amendment request by telephone in order to avoid disputes.
- The Sales Agent is required to notify its customers of the cruise line's amendment fees above. Failure to do so will render the Sales Agent liable for any claims or compensation arising from disputes in the amendment fees levied.

•

For other changes:

- Change and swap of passenger names will be subject to a USD20 (or its equivalent) amendment charge per pax (provided at least one original name remain unchanged within each cabin)
- No amendment charge for the upgrading of cabins to higher category in the same itinerary, difference between original and prevailing rate will be charged
- No amendment charge for upsell of itinerary provided original departure date remains unchanged (e.g. from 2N itinerary to 7N), difference between original and prevailing rate will be charged
- No amendment charge for additional passengers within the same cabin, charged at original rates
- For any split-off and new cabins, the new cabin will be considered as new booking at prevailing rates

Cancellation Fees for All Cruise Lengths

**All Cruise Lengths**

**More than 100 days prior to departure:** Free refund, except non-refundable amounts

**100 – 46 days prior to departure:** 10% of Full Cabin Fare

**45 – 15 days prior to departure:** 30% of Full Cabin Fare

**14 – 08 days prior to departure:** 50% of Full Cabin Fare

**7 days or less prior to departure:** 100% of Full Cabin Fare

**No Show / No Written Notice:** 100% of Full Cabin Fare

Special Note for Japan Cruise of 2 nights or less:

**Before 30 days:** No Charge

**30 days – 03 days prior to departure:** 20% of total package tour fare

**02 days – 01 day prior to departure:** 50% of total package tour fare

**Departure date:** No show 100% charges.

**10.**

**FORCE MAJEURE**

Without derogating from or in any way depriving the Carrier or the Vessel of the benefits of any exemptions, exclusions or limitations contained in this Passage Contract, the Carrier and the Vessel shall not be liable for any loss and damages (whether economic, consequential or otherwise), detention whatsoever of or to any person, Guest or property or for inability to perform the Passage Contract or any part thereof caused by or arising out of or attributable to any:-

a.

acts of God, including but not limited to adverse weather conditions, perils of the sea, rivers, canals, lakes or other waters, perils of navigation of any kind, lack of passageway in canals, tides, earthquakes, storm, typhoon lightning, tempest or flood, ice,

b.

strikes on board or ashore, lockout, stoppages, or restraint of trade or labour, desertion or revolt of crew, barratry, industrial actions or labour difficulties, disturbance or conflicts, or shortages from whatever cause, whether partial or general and whether or not the Carrier be party thereto,

- c.  
any viral outbreak, pandemics, inclement weather, epidemics (including but not be limited to SARS or SARS' like events or Norwalk type diseases);
- d.  
nuclear explosion, radioactive or ionizing radiation;
- e.  
explosion, fire, collision, stranding, grounding or foundering of the Vessel or breakdown or failure of or damage to the Vessel or her hull, fittings, furnishings, machinery or equipment howsoever and wheresoever any of the same may arise or be caused,
- f.  
civil commotion, riot, unrest, insurrection, war, civil war, hostilities, blockage, restraint of Prince, Rulers or People, government restraint or requisition, political disturbance, rebellion, revolution, extortion, insurrection, civil strife, military or usurped power, invasion, act of foreign enemies, acts or threats of terrorism, acts of public enemies, piracy, hijacking, bombing, sabotage or criminal damage, seizure under legal process or arrest,
- g.  
acts, restrictions, regulations, bylaws, refusal to grant any licenses or permissions, prohibitions or measures of any kind on the part of any governmental authority or inability to secure or failure of supplies including fuel,
- h.  
mechanical breakdown, accident to, failure or irregular functioning of or damage to any electrical or electronic hardware, equipment, machinery, components or computers including programmes or software employed by the Carrier, their servants or agents, whether directly or indirectly, port closing, congestion, docking or anchoring difficulties, theft,
- i.  
import or export regulations or embargoes,
- j.  
quarantine restrictions,
- k.  
liability to wastage in bulk, or in weight, latent defect or inherent defect (even if existing at embarkation or commencement of Cruise, quality or vice or natural deterioration of the Vessel or property,

l.

Guest's acts, neglect or default, or breach of or failure to comply with any provision of these terms and conditions,

m.

insufficient or improper packing or labeling or addressing of the property,

n.

handling, loading, stowage or unloading of the property by the Guest, or any person acting on his behalf,

o.

circumstances which the Carrier or the Vessel could not avoid and the consequences of which it was unable to prevent by the exercise of reasonable diligence (collectively the "Force Majeure Events").

The Guest admits and acknowledges that travel by ocean-going Vessel occasionally presents risk and circumstance that may be beyond the ability of the Carrier to reasonably control or mitigate. The Guest assumes the risk of and releases Carrier from liability for any injury, loss or damage whatsoever arising from, caused by or in the judgment of the Carrier or Master rendered necessary or advisable by reason of any of the Force Majeure Events or from losses of any kind beyond the Carrier's control. Under any such circumstances the Cruise may be altered, shortened, lengthened, or cancelled in whole or part without liability to the Carrier for a refund or otherwise.

Carrier, in its sole discretion, shall have full liberty to proceed, to leave and enter ports with or without pilots or tugs; to deviate from the advertised route or direct or customary course; to put in at any unscheduled or unadvertised port; to cancel any scheduled call at any port; to tow and assist other vessels and to render assistance to save life and/or property; to omit, advance or delay landing at any scheduled or advertised port; to put back to port of embarkation or to any port previously visited; to substitute another Vessel or ports of call, with or without prior notice, at any time before, during or after sailing of the Vessel for any reason or purpose whatsoever which in the judgment of the Master/Carrier (whether alone or acting on advice from others) is reasonable, including, without limitation, any of the Force Majeure Events, medical condition of anyone on board, safety, security, comfort or convenience of Guests, emergency debarkations of Guests or crew, or late air, sea, car or motor coach departures or arrivals, governmental advisories or travel warnings. All such deviations shall be considered as forming part of and included in the proposed Cruise and shall not represent a material alteration of the Cruise. The Carrier shall have no liability to the Guest for any loss, damage or delay whatsoever, whether consequential or otherwise in such circumstances.

Carrier and the Master shall have the absolute right, without liability for compensation to the Guest of any kind, to comply with orders,



recommendations or directions given by any government or department of any nation or by any person acting or purporting to act with the authority of such government or department or by any committee or person having under the terms of the War Risks Insurance on the Vessel the right to give such orders, recommendations or directions, including but not limited to those pertaining to health, security, immigration, customs or safety. If by reason of, and in compliance with such orders, recommendations or directions anything is done or is not done the same shall not be deemed a deviation or a breach of this Passage Contract. Disembarkation of any Guest or discharge of baggage in accordance with such orders, recommendations or directions shall constitute due and proper fulfillment of the obligations of the Carrier under this Passage Contract.

In the case of quarantine of the Vessel involving detention of the Guest, each Guest must bear all risks, losses and expenses caused thereby and will be charged for food, accommodation and maintenance during the period of detention, payable day-by-day, if maintained onboard the Vessel for such period of quarantine and for all other quarantine fees and expenses assessed or incurred in respect of the Guest. Guest assumes all risks and losses occasioned by delay or detention howsoever arising. Costs connected with embarkation or disembarkation of Guests and/or baggage and costs of transfer between Vessel and shore as a result of the circumstances enumerated in this paragraph must be borne by the Guest.

If the performance of the proposed voyage is hindered or prevented (or in the opinion of Carrier or the Master is likely to be hindered or prevented) by the Force Majeure Events, or if Carrier or Master considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the Guest's destination may expose the Vessel to risk or loss or damage or be likely to delay her, the Guest and his baggage may be landed at the port of embarkation or at any port or place at which the Vessel may call, at which time the responsibility of Carrier shall cease and this Passage Contract shall be deemed to have been fully performed, or if the Guest has not embarked, Carrier may cancel the proposed voyage without liability to refund Fare paid in advance.

## **11.**

### **DELAY, OMISSION OR CHANGE OF PORTS**

The Carrier may, for any reason whatsoever, change the scheduled port of embarkation, omit or change any scheduled call at any intermediate port or omit or change the scheduled port of disembarkation or change the scheduled times of departure or arrival or scheduled duration of the passage, whether before or after the sailing of the Vessel, without previous notice to the Guest and the Guest shall have no right to any refund or any right of action against the Carrier and the Carrier shall have no obligation or liability whatsoever and whether for

delay or otherwise in respect thereof to the Guest except as follows:

i)

If the scheduled date and hour of sailing is delayed by more than 24 hours and Guest is not accommodated onboard the Vessel, then the Carrier may, at its sole discretion, arrange, at no additional expense to the Guest, reasonable accommodation and food for the Guest for the duration of the delay.

ii)

If the scheduled port of embarkation is changed then the Carrier may, at its sole discretion, arrange, at no additional expense to the Guest, substitute means of transportation (by sea, air or land to be determined by the Carrier) from the original port of embarkation to the rescheduled port of embarkation, or if such substitute transportation is not available, the Carrier will refund the Fare paid by the Guest.

iii)

If the scheduled port of disembarkation is changed then the Carrier may, at its sole discretion, arrange, at no extra expense to the Guest, substitute means of transportation (by sea, air or land to be determined by the Carrier) to the point of disembarkation from the nearest port at which the Vessel calls or if such substitute transportation is not available, the Carrier will refund to the Guest an amount equivalent to the cost of substitute transportation provided always such amount shall not exceed the Fare paid by the Guest.

iv)

If the scheduled duration of the Cruise is shortened, whether by reason of an omission or change in the Vessel's scheduled call at any intermediate port or ports, or otherwise, then the Carrier's sole liability in respect thereof is to make a pro rata refund of the Fare to the Guest based upon the number of whole days the Cruise is reduced provided that the scheduled duration of the Cruise is shortened by more than 24 hours.

v)

If for any reason whatsoever the scheduled duration of the Cruise is lengthened, the Carrier shall have no liability whatsoever in respect thereof to the Passenger for the extended period and the Passenger shall not be entitled to any payment or compensation for the delay.

Provided any delay, change or omission aforesaid is not caused by or in any way attributable to any breach by the Guest of the terms and conditions herein and/or any act, neglect or default on the part of the Guest and/or is not due to any Force Majeure Events.

If the change of itinerary is due to a technical problem with the cruise ship or any other matter not outside the control of the Carrier and which causes any loss of a scheduled port of call, the Carrier will refund an appropriate part of the Fare paid by Guest.

**12.**

**BENEFITS OF LIMITATION OF LIABILITY**

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent or sub-contractor whose services are from time to time utilized by and for the purposes of the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Guest for any loss, damage or delay of whatsoever kind exceeding that of Carrier while acting in the course of or in connection with their employment or agency. Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier (including such contractors as aforesaid) acting as aforesaid and for the purpose of all the foregoing provisions of this clause, the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be the Carrier's servants or agents from time to time (including such contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the Passage Contract.

**13.**

**BAGGAGE, VALUABLES AND OTHER PROPERTIES**

a.

Whenever the term "baggage" is used herein, it shall mean only suitcases, valises, satchels, bags, hangers or bundles and their contents consisting of such clothing, clothing accessories, toilet articles and similar personal effects, including all other personal property of the Guest not in a container. No tools of trade, household goods, liquors, fragile or valuable items, bullion, jewelry, precious stones, negotiable instruments, documents, or other valuables of any description or such articles as are specified in the applicable law shall be brought upon the Vessel by Guest or contained in Guest's baggage, except under and subject to the terms of a special written contract entered into with the Carrier before embarkation upon application of the Guest. The Guest hereby warrants that no such articles have been carried on the Vessel or are contained in any receptacle or container presented by him to the Carrier as baggage. Carrier shall not be liable for any loss of or damage to any of the above listed items, or perishable items, dentures, optical devices (including contact lenses), medications, cameras, recreational and/or sporting equipment, cash, securities or other negotiable instruments under any circumstances whatsoever, whether carried within the Guest's baggage or otherwise.

b.

Each Guest is entitled to bring onboard the Vessel a maximum of two (2) pieces of baggage not exceeding fifty (50) kilogram in total which must fit comfortably into the Guest's cabin. However, subject to the Carrier's prior consent in writing, the Guest may bring onboard additional baggage, which shall be subject to an excess baggage charge based on the current applicable rates to be paid by the Guest to the Carrier.

c.

Baggage of any variety, including excess baggage, must contain only personal effects of the Guest and no Property of others shall be carried onboard the Vessel.

d.

The Guest must not carry as baggage, or bring onboard the Vessel, weapons, firearms, ammunition, explosives, incendiary devices or inflammable or other dangerous, harmful, hazardous or noxious article or substance of any kind. Each Guest warrants that no such articles are contained in any receptacle or other container carried or presented as baggage. Any such items or noxious substance in Guest's possession on embarkation shall immediately be surrendered to an appropriate member of the Carrier which reserves the right to confiscate, destroy and/or turn over to authorities these or any other items it deems in its sole discretion to be detrimental to the safety or comfort of any person or which are otherwise improperly in the possession of any Guest. The Guest shall be liable to and reimburse Carrier or Master for all fines or penalties imposed by the applicable law and for all damages and losses sustained by the Carrier, the Vessel, or any person or property or otherwise by reason or in consequence of any such goods or articles being brought or carried on board the Vessel by the Guest.

e.

The Guest is not permitted to bring on board the Vessel live animals of any kind.

f.

The Carrier or Master or any officer of the Vessel may at its or his sole discretion move any property from one part of the Vessel to another part of the Vessel or altogether remove from the Vessel, dispose of or destroy such property, for whatever reason at any time or place without any liability of any kind whatsoever to the Guest responsible for bringing such property on board or any person in whose possession or custody it is or its owner.

g.

Each piece of baggage must be securely packed and distinctly labeled with the Guest's full name, home address, name of Vessel, date of sailing and

destination and if the Guest fails to do so, the Carrier and/or the Vessel shall not be liable for any loss of or damage to or delay in delivery of the property whatsoever and howsoever arising.

h.

Property not claimed upon arrival of the Vessel will be stored at the risk and expense of the Guest and/or owner of the property and if not collected within 30 days of the Vessel's arrival, may be disposed of by the Carrier in any manner whatsoever it deems fit without any liability to or compensation to the Guest and/or the owner of the property and/or any other person.

i.

The Guest shall not be liable in respect of baggage or personal effects or property to pay or be entitled to receive any general average contribution.

j.

The Carrier, the Vessel and/or the Master shall have a lien upon any baggage, money and other property belonging to any Guest or in his possession whether the property is carried in the Vessel upon which the Guest is traveling or in any other vessel owned by or on charter to the Carrier, in satisfaction of any sums, monies, expenses, charges or damages whatsoever which are or may in any way have become due whether under the Passage Contract or any other contract or otherwise by the Guest to the Carrier, or to its servants, agents or representative including any expenses and costs incurred in exercising such lien and a right to sell the property by auction or otherwise, without notice to the Guest, and to apply the proceeds of the sale towards all amounts due from the Guest to the Carrier and costs and expenses of enforcing such lien and in relation to the storage and sale of such baggage and property. Upon accounting to the Guest for the balance remaining, if any, the Carrier, the Vessel and/or the Master shall be discharged from all liability whatsoever in respect of the property.

k.

All valuables must be kept in the safe designated by the Carrier from time to time.

l.

All disclaimers and limitations of liability contained herein shall apply to all valuables stored or accepted for storage by Carrier, including valuables stored with the Carrier in safety deposit boxes or security envelopes. Carrier shall not accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in cabins, and in no event shall Carrier be liable for loss or damage to property of any kind not shown by the Guest to have

occurred while in the Carrier's actual custody, or for ordinary wear and tear or normal usage.

m.

Loss of or damage to baggage during loading or disembarking must be reported by the Guest to Carrier's personnel prior to debarking the Customs in the related area; Carrier shall not be responsible for any such loss or damage which is not so reported. Liability, if any, for loss or damage to baggage occurring elsewhere than onboard the Vessel in connection with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and Guest agrees that Carrier does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage.

n.

Carrier has an absolute right to transfer Guest and/or his baggage to other carriers, whether by water, rail or air, to or toward the ultimate destination. In the event such substituted passage is for the convenience of the Carrier, it shall be at Carrier's cost. Otherwise, it shall be at the cost of Guest.

o.

During any transfer of baggage, including upon departure from any hotel or airport, arrival at any new destination or upon change of vehicle or means of transport, responsibility for identifying baggage belonging to the Guest and ensuring that it is dealt with as may be appropriate for delivery to the next destination lies with the Guest.

p.

Any baggage or property left on a Vessel at final destination shall be stored and repatriated at the Guest's expense.

#### **14.**

#### **INDEPENDENT CONTRACTORS, OCCURRENCES NOT ABOARD THE VESSEL, TOURS ETC.**

Guest acknowledges that all shore excursions/tour (whether conducted in the water, on land or by air), pre and post cruise airline flights and ground transportation, as well as certain on board concessions (including but not limited to shops) are operated by independent contractors.

In making any arrangements for the transportation of any Guest or his or her baggage by any other carrier, connecting carrier or otherwise; or for shore accommodations, excursions, amusement or entertainment for any Guest; or for any health, medical or other personal service or facility whatsoever for any

Guest provided by independent contractors; or if the Vessel requests emergency medical transportation or emergency medical care for the Guest on his behalf; it is understood and agreed that Carrier does so solely for the convenience and benefit of the Guest.

Carrier does not act on behalf of or supervise or control the independent contractors who own, furnish or operate such services or facilities nor makes any representation either express or implied as to their suitability. Such services or facilities are provided by the independent contractors who work directly for the Guest and are subject to such terms, if any, appearing in the tickets, vouchers or notices of such party or parties. Such independent contractors, in dealing with the Guest, work directly for Guest, and are not and shall not be considered in any respect whatsoever as employees, servants or agents of the Carrier and have no authority to act on behalf of Carrier. Each such person, party or entity shall be entitled to make a proper charge for any service performed for or on behalf of the Guest and the cost of such service shall be the sole responsibility of the Guest. Guest hereby agrees to reimburse and indemnify Carrier for any funds advanced on account of any such charges. Guest further acknowledges that although the independent contractors or their employees may use signage or clothing which contains the name of Carrier or other related trade names or logos, the independent contractor status remain unchanged.

The Guest accepts and uses the services and products of all independent contractors at the Guest's own risk and expense without liability or responsibility of the Carrier. Carrier assumes no responsibility nor guarantees the performance of any such person, party, contractor, service or facility, or those under their orders or assisting them with respect to any diagnosis, medication, treatment, advice, services or care of any kind given to any Guest. The Guest shall have no right to any refund by the Carrier in respect of and Carrier shall not be liable for the act, neglect, default or omission of any independent contractors.

## **15.**

### **NOTICE OF CLAIM**

Any matter which gives rise to a problem, complaint or claim, or might do so, must be notified to the Carrier at the earliest possible opportunity. If the matter cannot be rectified immediately, Carrier must be notified in writing as soon as possible. Failure to give such notice of a problem, complaint or claim may mean that the matter cannot be properly investigated or rectified, and this may affect the Guest's rights.

#### **a.**

Any claim for injury or loss of life of the Guest shall be notified to the Carrier in

writing with full particulars within thirty (30) days from the date when the loss of life or injury giving rise to the claim occurred.

b.

Any claim for loss of or damage to property shall be notified to the Carrier in writing as soon as the loss of or damage to property is discovered together with particulars of all insurance cover.

c.

All baggage shall be presumed undamaged during carriage or storage by Carrier and the disembarkation of Guest or acceptance of re-delivery shall be prima-facie evidence of the delivery by the Carrier of the property in good order and condition and in the same quantity as when received. The Carrier and/or Vessel shall be under no liability whatsoever for any loss of or damage to the baggage/property of Guest unless written notice of loss of or damage to the same is given:-

i.

in the case of apparent damage, before or at the time of, or

ii.

in the case of damage which is not apparent or of loss, within fifteen (15) days from the date of disembarkation of the Guest claiming such loss or damage, or re-delivery of the property, or when re-delivery should have taken place, whichever is later.

d.

Any claim for which there is no notice provision in these terms and conditions shall be notified to the Carrier in writing within thirty (30) days from the date of disembarkation of the Guest making the claim or from the date when disembarkation should have taken place, whichever is later or in case of property, the date of re-delivery of the property or the date when redelivery should have taken place, whichever is later.

e.

When the Guest reports any loss of life or injury or loss of or damage to property, the Carrier shall be given the earliest opportunity of inspection to ascertain the cause of the loss of life or injury or the cause, nature and extent of the loss of or damage to property.

f.

Written notice shall be given to the Carrier under this clause.



## 16.

### TIME LIMITS FOR ACTIONS

a.

Any action for damages arising out of the death of or personal injury to a Guest or for the loss of or damage to property shall be time barred and the Carrier and the Vessel shall be discharged from all liability whatsoever if proceedings are not brought within a period of two (2) years, such period being calculated as follows:

i.

in the case of personal injury, from the date when such personal injury occurred or of disembarkation of the Passenger, whichever is earlier;

ii.

in the case of death of a Guest occurring-

(a)

before or at the time of disembarkation, from the date when the Guest should have disembarked, or

(b)

after disembarkation resulting from personal injury occurring during carriage, from the date of death, provided that this period shall not exceed two (2) years from the date of disembarkation;

iii.

in the case of loss of or damage to property, from the date of disembarkation of the Guest to whom the property belongs or in whose custody, possession or control of the property is or by, with or for whom the property was carried or brought aboard the Vessel, or from the date when disembarkation should have taken place, whichever is later;

b.

Any action or claim for which there is no time bar provision in these terms and conditions shall be time barred and the Carrier and the Vessel discharged from all liability whatsoever, after a period of two (2) years from the date of disembarkation of the Guest or from the date when disembarkation should have taken place, whichever is later or in case of property, the date of re-delivery of the property or the date when redelivery should have taken place, whichever is later;

c.

The law of the court seized of the case shall govern the grounds of suspension and interruption of limitation periods, but in no case shall an action or claim under any Passage Contract or these terms and conditions, whether the action or claim be brought in contract or in tort, be brought after the expiration of a period of three (3) years from the date of disembarkation of the Guest or from

the date when disembarkation should have taken place, whichever is later or in case of property, the date of re-delivery of the property or the date when re-delivery should have taken place, whichever is later;

d.

Notwithstanding the provisions in paragraphs a, b and c of this Clause, the period of limitation may be extended by a written declaration of the Carrier or by written agreement of the parties after the cause of action has arisen but before the expiry of the initial period of limitation. Carrier may at its sole discretion, but is not obliged to, grant or agree to such extension of the period of limitation.

## **17.**

### **USE OF LIKENESS**

The Guest agrees and consents that the Carrier and/or its promotional partners shall have the exclusive right to use and/or include any photographic, video, audio and other visual portrayals of the Guests in any pictorial medium of any nature whatsoever for the purposes of trade, advertising, sales, publicity commercially or otherwise without any liability or compensation whatsoever to the Guest and all rights, title and interest (including all worldwide copyrights) therein shall belong to the Carrier absolutely, free from any claim by the Guest or any person deriving any rights or interest from the Guest.

## **18.**

### **TERMS AND CONDITIONS APPLY TO CLAIMS, ACTIONS OR LITIGATION OF ANY KIND**

This Passage Contract applies to claims, actions and litigation of any kind (including but not limited to exceptional physical injury, illness or death) whether in "personam" against the Carrier or "in rem" against the Vessel or any Vessel in the same or associated ownership or management and whether founded in contract or in tort.

Even if the applicable law provides otherwise, Guest agrees that any claim or cause of action brought forth against Carrier shall be litigated solely in a personal capacity and not as a member of any class action or as part of a class action or in any other representative capacity. Guest agrees to waive any law entitling Guest to participate in a class action.

**19.**

**AGENTS AND WARRANTIES**

a.

Where the Guest books or reserves the Cruise, or otherwise deals with the Carrier, through a sales agent, travel agent, tour operator or other intermediary (hereinafter referred to as a "Travel Agent") the Guest agrees and acknowledges that:-

i.

the Travel Agent acts solely as the Guest's agent and not the Carrier's and is fully authorised to act for and on his behalf in making any arrangement for the Cruise and any related travel, lodging and tours or in any matter whatsoever including but not limited to entering into a Passage Contract with the Carrier, collecting any ticket issued by the Carrier, making, amending or canceling any reservation, signing any document whatsoever, and paying and receiving any funds.

ii.

all the terms and conditions herein shall form part of any passage contract concluded by the Travel Agent, for and on his behalf,

iii.

the Carrier shall not be liable for any act, neglect or default of the Travel Agent,

iv.

the Carrier shall not be liable to refund any monies paid by the Guest to the Travel Agent for onward transmission to the Carrier or other purposes which the Travel Agent failed to do, or to re-issue a ticket which has already been issued and delivered to the Travel Agent. Any refund made by the Carrier to the Travel Agent on behalf of the Guest shall be deemed payment to the Guest, regardless whether the monies are delivered by the Travel Agent to the Guest, and

v.

the Carrier is not responsible for any representation or conduct of the Travel Agent, including, but not limited to, any failure to remit Guests' deposit or other funds to the Carrier, for which Guests shall at all times remain liable to the Carrier, or any failure to remit a refund from Carrier to Guests, or any failure to comply with any regulations set out by the relevant authorities, including but not limited to visa requirements. In the event the Travel Agent shall fail to remit to the Carrier any monies paid to it by the Guest for whatsoever reason, the Guest shall be and remain liable for the Fare due to the Carrier, regardless of whether the liability is asserted before or after embarkation. Issuance and validity of this Passage Contract is conditional upon final payment being received by the Carrier prior to sailing.

vi.

Receipt of this Passage Contract, ticket (sometimes in the form of booking

confirmation) or any other documentation or notification pertaining to the Cruise by the Travel Agent shall constitute receipt by the Guest.

b.

Any Travel Agent or party dealing with the Carrier purportedly for and on behalf of another Guest or party (hereinafter referred to as the "Guest's Agent") hereby warrants and represents having the full and necessary authority to act for and on behalf of that other Guest or party in case any Passage Contract is concluded, has given full notice of all terms and conditions herein to that other Guest or other party prior to the conclusion of the Passage Contract and that other Guest or party hereby warrants, represents and acknowledges that the Guest's Agent is fully authorised to act for and on behalf of the other Guest or other party in any matter whatsoever including but not limited to entering into a Passage Contract with the Carrier, collecting any tickets issued by the Carrier, making, amending or cancelling any reservation, signing any document whatsoever and paying and receiving any funds, and that all the terms and conditions herein shall form part of any Passage Contract concluded by the Guest's Agent for and on behalf of the other Guest or other party.

c.

The Guest's Agent hereby agrees to reimburse and fully indemnify the Carrier and hold the Carrier harmless against all or any losses, claims, damages, costs, expenses and/or delay, of whatever nature sustained or incurred by, or made upon, the Carrier, whether directly or indirectly, by reason of, in connection with or attributable to any breach by the Guest's Agent of any of the warranties or matters provided in the Passage Contract.

d.

Without prejudice to clauses pertaining to baggage losses mentioned herein, if any property is not the Guest's own unencumbered property, the Guest shall be deemed for the purposes of these terms and conditions and the Passage Contract to be the agent of the owner of or other party interested in such property and warrants that he has the authority of all owners of and parties interested in such property to enter into the Passage Contract and bind them as well as the Guest by these terms and conditions. The Guest shall reimburse and fully indemnify the Carrier and hold the Carrier harmless against all or any losses, claims, damages, costs, expenses and/or delay, of whatever nature sustained or incurred by, or made upon, the Carrier, whether directly or indirectly, by reason of, in connection with or attributable to any want of authority of the Guest to enter into this Passage Contract on behalf of the owner of or party having an interest in the property.

**20.**

**NOTICE**

Any notices or other communication required to be given under the terms and conditions of this Passage Contract shall be deemed served to the other party if handed over by hand, sent by ordinary post or courier or by facsimile to the Carrier at c/o Star Cruises, Unit 1901-07, Tower West, Yuexiu Neo-metropolis, No.238, Zhong Shan Liu Road, Guangzhou (for PRC passengers only) or Star Cruises, 3rd floor Star Cruises Centre, 100 Andrews Avenue, Newport Pasay City, Metro Manila, Philippines 1309 (for other passengers).

**21.**

**CHOICE OF LAW / JURISDICTION CLAUSE**

This Passage Contract shall be interpreted, construed and governed by the laws of Hong Kong Special Administrative Region and all claims by the Guest against the Carrier must only be brought in the Courts of Hong Kong Special Administrative Region to the exclusive of other courts.

**22.**

**THIRD PARTY RIGHT**

For the purposes of the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the Laws of Hong Kong, this Passage Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its terms.

**23.**

**LANGUAGE**

This Passage Contract is drawn up in the English language. The Passage Contract may be translated into any other language than English provided however that the English language text shall in any event prevail.