

## PASSAGE CONTRACT

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

### **1. INTRODUCTION; DEFINITIONS.**

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

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

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

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

"Cruise" and/or "Cruise Tour" means the scheduled voyage as published in the booking

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

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

“Taxes, Fees and Port Expenses” may include any and all fees, charges, tolls and taxes imposed on us by domestic and/or foreign governmental or quasi-governmental authorities as well as third party fees and charges arising from a vessels’ presence in a harbor or port. Taxes and Fees may include Customs fees, tolls, port fees, head taxes, port fees, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service fees. Port Expenses include fees paid to third parties associated with navigation, berthing, stevedoring, baggage handling/storage, and security services. Taxes, Fees, and Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Vessel. Taxes, Fees and Port Expenses are subject to change and Carrier reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

“Vessel” shall mean the ship owned or operated or chartered in the performance of the Cruise.

## **2. PASSENGER’S OBLIGATIONS.**

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

(i) Pay Your Cruise Fare.

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

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

It is Your sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Passengers are advised to check with the appropriate government authority to determine the necessary documents. You will be refused boarding or disembarked without liability for refund, payment, compensation, or credit of any kind

if You do not have proper documentation, and You will be subject to any fine or other costs incurred by Carrier which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to Your stateroom account and/or credit card.

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

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

(B) Before or upon boarding the ship, You must register a valid credit card or other acceptable payment method to cover any charges to Your stateroom account.

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

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

### **3. YOUR RESPONSIBILITY TO INFORM CARRIER OF SPECIAL NEEDS.**

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

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

The minimum Passenger age to travel is 12 months for all itineraries except for Alaska, Canada & New England, Caribbean, Mexico, China, Europe (excluding Transatlantic), Japan (roundtrip) and Panama canal itineraries where the minimum age to travel is 6 months. Carrier is unable to accept a booking or subsequently carry a Passenger who is below the minimum age or who will enter the

24th week of pregnancy by the last day of the Cruise. Carrier reserves the right to refuse passage to any Passenger who is below the minimum age, or who appears to be in an advanced state of pregnancy and Carrier shall have no liability whatsoever in respect of either such refusal and/or carriage of any such Passenger.

Passengers under the age of 20 years must travel with a Passenger 20 years or older who shall assume responsibility for their care during the cruise. For groups and families booking multiple staterooms, the minimum age for at least one person in each stateroom is 16 years of age provided they are traveling with a parent or legal guardian. Carrier is unable to accept group reservations for student or youth groups that do not conform to minimum age requirements. Each passenger agrees and warrants that he/she will supervise any passenger in his/her care at all times to ensure all policies, along with all other rules of the Carrier and the ship, are strictly adhered to by all Passengers under their supervision.

For cruises on Sun Princess and Sea Princess sailing from Australian ports, Sapphire Princess from Taiwan (China), Majestic Princess from China and for Caribbean Princess sailing roundtrip from Southampton, the minimum drinking and gambling age is 18 years old. For cruises on Diamond and Sun Princess sailing between Japanese ports, it will be 20 years old. No Passenger under the age of 18 shall be permitted to purchase cigarettes or tobacco products. Indoor areas onboard the vessels are non-smoking and smoking is only permitted in designated sections. Outdoor smoking areas are clearly posted throughout the vessel. Smoking is prohibited in Passenger staterooms and balconies. Violations to the onboard smoking policy will result in a US\$250 fine for each occurrence, which will be charged to Your stateroom account. Repeated violations may result in You being disembarked prior to the end of the Cruise without any refund. The use of electronic cigarettes is allowed within the confines of the passenger's stateroom (balcony not included) and within designated smoking areas only.

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

You further agree to abide by all age, gender or other eligibility requirements applicable to any

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

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

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

#### **6. UNAUTHORIZED STOPOVER OR DISEMBARKATION.**

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

#### **7. HEALTH, MEDICAL CARE AND OTHER PERSONAL SERVICES.**

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

considered independent contractors who work directly for the Passenger.

#### **8. NO ANIMALS.**

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

#### **9. CANCELLATION; REFUND**

You must cancel Your Cruise directly with Carrier. Refunds or any other payment, compensation or credit for cancellations, if any, will be made to You by Carrier.

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

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

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

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

**11. CARRIER'S RIGHT TO DEVIATE FROM SCHEDULED ROUTE, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL.**

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

**12. NOTICE CONCERNING SAFETY AND SECURITY.**

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

**13. BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS.**

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

You agree that Carrier's liability for loss or damage to baggage or personal property is limited to U.S. \$250 per bag. In no event shall Carrier be liable for normal wear or tear of Your property or baggage. Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments or other valuables. You warrant that no such items will be presented to Carrier within any baggage, and release Carrier from all liability whatsoever for loss of or damage to such items when presented to

the Carrier in breach of this warranty. Such items must be shipped to Your destination by other means. Passengers are strongly urged to keep valuables, irreplaceable items and medicines in their possession at all times and not to pack such items in baggage or suitcases handled by others.

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

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

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

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

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

(C) Claims for Emotional Distress: Carrier shall not be liable to the Passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Passenger's physical injury or as the result of Passenger having been at actual risk of immediate physical injury proximately caused by Carrier's negligence ("Emotional Harm").

(D) Assumption of Risk: You agree that by using the ship's pools, sauna athletic or recreational



**equipment and facilities or taking part in organized group or individual activities, whether on or off the ship or as part of a shore excursion, You assume the risk of injury, death, illness or other loss.**

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

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

## **15. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; FORUM; GOVERNING LAW.**

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

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

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

(B) Forum and Jurisdiction for Legal Action: Any dispute against Carnival plc arising out of or in connection with this Passage Contract or, transportation and/or services provided or to be provided by Carnival plc shall be litigated against Carnival plc only before China International Economic and Trade Arbitration Commission for arbitration in Shanghai.

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

(D) Notice to Carrier: Any notices or other communication required to be given under the terms and conditions of this Passage Contract shall be deemed served to the other party if personally delivered, sent by Courier or post with signature upon delivery requested to Carrier at c/o Global Shipping Service (Shanghai) Co., Ltd.15F, Verdant Place, No. 128 West Nanjing Road, Huang Pu District, Shanghai, China.

## **16. RIGHT TO INSPECT**

### **检查权**

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

## **17. USE AND DISPLAY OF LIKENESS; PERSONAL DATA; PRIVACY NOTICE; PUBLIC WIRELESS SERVICES.**

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your

Cruise, in any fashion for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Passengers, process, display and sell such photos to You and other Passengers. Carrier may utilize closed circuit television or other surveillance means on board the Vessel.

During the booking process and Your cruise holiday, You may provide personal data to Carrier that may include Your name, address, date of birth, email address, Your telephone number, special occasion dates, vacation preferences and passport and credit card information (cardholder name, card number and expiration date) as well as emergency contact information (the name, address and telephone number of someone not traveling with You who Carrier can contact in case of an emergency). ("Personal Information") In addition You may provide Carrier with certain additional information relating to Your dietary or religious preferences, health requirements, health insurance information, medical conditions, gender or sexual preference. ("Sensitive Information"). You acknowledge and agree to provide accurate and current information and to update that information as appropriate.

You further acknowledge and agree Carrier may (a) keep Your Personal Information and Sensitive Information (collectively, "PSD"); (b) use Your PSD in its business worldwide including but not limited to respond to Your inquiries, process orders, contact You regarding customer service, advise You of products or services which may be of interest to You or to personalize Carrier's service to meet Your needs or preferences (c) share it with Carrier's affiliated/related companies so that such affiliates/related companies may use such PSD to send You marketing materials which may be of interest to You, and (d) subject it to processing worldwide provided Carrier's safeguards are used. You agree any PSD You provide to Carrier in China may be used, processed and transferred within and outside China and specifically to the U.S.

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

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

Carrier receives instructions using your booking number or log-in information and password it is assumed that the instructions have been authorized by You.

You consent to Carrier sending You commercial electronic messages, including by email and messaging services such as SMS, and to Carrier contacting You by telephone and fax, to provide information about Carrier's products and services. You may request to be removed from Carrier's contact list at any time.

Carrier may, but is not required to, make wireless Internet or telephone access ("Wireless Services") available as a convenience; Carrier accepts no responsibility for interruptions in its service. You agree to use Wireless Services at Your own risk; Carrier shall not be liable in any manner for resulting claims (including without limitation lack of privacy), losses or damages. Using Wireless Services is public; information sent or received is not guaranteed to be private. Your PSD may be available to third parties.

By using Wireless Services You agree Carrier may monitor, record, intercept and disclose any transmissions and may provide to others all information relating to all Wireless Services (e.g., billing, account, or use records), in its sole discretion or as required by law. You agree to comply with the Carrier's Terms and Conditions of Wireless Services.

Carnival plc as Operator  
March, 2018

