

## Passage Contract

### 航行合約

**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. PARTICULARLY SECTION 5 GOVERNING ELIGIBILITY REQUIREMENTS FOR SAILING, SECTION 6, WHICH CONTAINS IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES, AND REQUIREMENTS RELATED TO ISSUES OF PUBLIC HEALTH SUCH AS COVID-19, SECTION 9 GOVERNING THE PROVISION OF MEDICAL AND OTHER PERSONAL SERVICES, SECTIONS 15 AND 16 LIMITING LIABILITY OF THE CARRIER, THE VESSEL, AND OTHERS FOR YOUR DEATH, ILLNESS, INJURY, OR DAMAGE CLAIMS RELATING TO BAGGAGE OR PERSONAL PROPERTY, AND SECTION 17 LIMITING YOUR RIGHT TO SUE, IDENTIFYING THE FORUM FOR SUIT, AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS, AND WAIVING YOUR RIGHT TO ARREST OR ATTACH CARRIER'S VESSELS.**

乘客重要須知：請審閱以下航行合約 (PASSAGE CONTRACT) 條款，該條款於法律許可之最大範圍內適用於您與運送人之間您的訂位、搭乘 (PASSAGE) 及其他所有交易，並影響您的法律權利且對您具拘束力。第五條是針對航行資格之要求，第六條包含與公共衛生問題相關的重要條款、條件、政策與程序，例如 COVID-19。第九條是關於醫療及其他個人服務之規定。第十五條及十六條載明運送人、船舶和其他人員對乘客死亡、疾病、受傷或有關行李損害或其他人身財產賠償的限制範圍。第十七條規定有關限制訴訟權、確認訴訟法庭、放棄特定索賠的陪審團審判，並放棄扣押權及扣押運送人船舶之權利。

#### 1. INTRODUCTION; DEFINITIONS.

##### 前言；定義

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

您與您的旅行夥伴視同已閱讀、了解並接受以下規範您與運送人所有交易之航行合約條款與條件。於收到訂金（或於其他情況為全額船資）時，運送人依據本訂位及航行合約（下稱「航行合約」）之條件接受遊輪行程訂位確認單所列

乘客。航行合約即構成您與運送人間之全部了解及協議，並取代關於本合約標的或遊輪行程或遊輪旅遊過去任何之口頭、默示、書面或其他陳述及協議。

Purchase or use of this Passage Contract, whether or not signed by the Passenger, shall constitute the entire agreement by Passenger, on behalf of himself and all other persons named on the booking confirmation accompanying this Passage Contract (including any accompanying minors or other persons for whom the booking was made/purchased.) 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. In addition, in the event of a conflict between the Carrier's Coronavirus Disease 2019 ("COVID-19") policies and procedures (hereinafter "COVID-19 Guest Protocols") as described in Section 6, below, and as described on the Carrier's website (external link: [https://www.princesscruises.com.tw/health\\_covid-19](https://www.princesscruises.com.tw/health_covid-19)), the policies and procedures on the website control. The policies or procedures relating to COVID-19 should also be referred and consulted at local CDC or related authority (external link: [www.cdc.gov.tw/File/Get/pRDaRka6-YjL2rmAfo1clA](http://www.cdc.gov.tw/File/Get/pRDaRka6-YjL2rmAfo1clA)) This Passage Contract is drawn up in the English language with Chinese translation. This Passage Contract may be translated into any other language provided, however, that the English language text shall in any event prevail.

購買或利用本航行合約，無論乘客簽名與否，皆構成乘客代表其自身及隨附於航行合約訂位確認單所列所有其他之人（包含任何同行之未成年人及代為訂位／購票對象之其他人）之全部合意。無論該遊輪行程係由您或他人代您所購買，您與運送人間之關係受本航行合約所規範，且需經運送人書面簽章方得修改。您不得出售、讓與或轉讓您的訂位，且非訂位確認單所列之人不得登上船舶。航行合約任何部分無效、違法或無法執行時，僅於該無效、違法或無法執行之部分為無效，且應與本航行合約分離，而不影響本航行合約仍應具有完全效力及效果之其他條款。此外，在記載於下述第六條之運送人的防範嚴重特殊傳染性肺炎（下稱「新冠肺炎」）政策及程序（下稱「新冠肺炎乘客公約」）與刊載於運送人網頁 [https://www.princesscruises.com.tw/health\\_covid-19](https://www.princesscruises.com.tw/health_covid-19) 的政策及程序有不一致之情形時，應以前述網站上公告之內容為準。再者，與新冠肺炎有關的政策或程序，皆應參考諮詢當地疾管署或相關機關之規定（參考網站：[https://www.cdc.gov.tw/File/Get/pRDaRka6-YjL2rmAfo1clA](http://www.cdc.gov.tw/File/Get/pRDaRka6-YjL2rmAfo1clA)）。本航行合約以英文撰寫並附上中文翻譯。本航行合約得翻譯任何其他語言，惟任何情形下概以英文文字為準。

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

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

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

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

“Charterer” means the person(s) or entity(ies) that arranged Your Cruise with Carrier and chartered the ship.

「僱船人」係指辦理您的遊輪行程及僱船之自然人或法人。

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

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

“Cruise Fare” means the amount 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, the Crew Incentive, charges for other incidental items, activities, shore excursions, transportation or personal services during or in connection with the Cruise; or any Taxes, Fees or Port Expenses, airline or other carriers’ services or baggage fees, for which a separate charge may be imposed.

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

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

「船員獎勵」和「服務費」：為方便乘客，船員獎勵金將自動添加到乘客的船上帳戶中，以表彰每次航行中直接與乘客互動和/或在幕後工作之各部門船員的努力（包括餐飲場所、娛樂場所、賓客服務和廚房的船員）。船員獎勵金基於乘客之艙房類別而異。除「船員獎勵及服務費政策」另有規定外，船員獎勵金會根據您的意見調整。服務費將按自由選購項目計算，自動添加到乘客的船上帳戶中，該項目包含飲料套裝、飲品、餐廳、特色餐廳、私人團體活動及其他服務，或其他未包含在遊輪船票費裡，供乘客自由選擇的產品、服務或設施。船隊中所有船隻的「船員獎勵和服務費」將計入共同基金裡並以津貼或獎勵金之形式分配給全船隊之船員。詳細說明，請參照運送人網站上 <https://www.princesscruises.com.tw/downloads/contract> 之「船員獎勵及服務費政策」。

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

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

“Operator” shall mean Carnival plc, a company registered in England, registered number: 4039524, Registered office: Carnival House, 100 Harbour Parade, Southampton SO15 1ST, UK..

「營運商」係指英商康年華旅行社股份有限公司，登記號碼為 4039524，註冊地址為 Carnival House, 100 Harbour Parade, Southampton SO15 1ST, UK。

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

「船舶」係指營運商履行遊輪行程時擁有、營運或包租之船舶。

## 2. PASSENGER'S OBLIGATIONS.

### 乘客之義務

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

在您登船，您必須：

(i) Pay Your Cruise Fare.

支付您的遊輪費用。

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

熟悉本航行合約之條款。

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

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

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

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

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

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

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

請確認您及任何您所照護之人皆適合搭乘遊輪行程，詳如後述第3條。

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

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

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

於離船前，您應全額支付向您艙房帳戶收取之所有費用。

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

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

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

#### 您將特殊需要告知運送人之責任

You agree that You or any person booking on Your behalf must inform Charterer at the time You contact Charterer to 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 12 below. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise.

您同意於您或於代您訂位之任何人在您聯絡傭船人預訂您遊輪行程時，應將您或您所照護料之任何人於遊輪行程中可能需要任何特殊或額外之配合或醫療照護，或考慮或有必要使用輪椅或服務動物之任何特殊需要或其他狀況，以告知傭船人。倘您遊輪行程完成訂購後產生前開任何特殊需要或狀況，您應於知悉時儘速向運送人提出書面報告。倘未通報前開任何狀況，則將免除運送人、船醫及其他所有人員關於前開狀況之配合或處理或其他任何相關行為之責任。乘客承認並了解，涉及船舶、船塢、登船船橋、錨或其他船上船下設施之設計、建造或操作，特定國際、外國或本地安全規範、標準及／或相關法規可能對於具有行動、溝通或其他障礙或特殊需要之人造成進出限制。由於運送人船舶上之輪椅僅供緊急醫療使用，需使用輪椅之乘客應自行提供其標準尺寸之輪椅。您瞭解並同意運送人得依後述第 12 條規定令您或您所照護之任何人離船或拒其登船。在特殊情況下，即使提供適當的輔助設備和服務，仍可能無法滿足您的特定安全和其他標準，對此我們保留拒絕乘客參加全部或部分遊輪旅遊的權利。

Persons with disabilities traveling on Carrier's vessel should refer to the "Accessible Cruising" portion of the Frequently Asked Questions (external link: [http://www.princess.com/learn/faq\\_answer/pre\\_cruise/prepare.jsp](http://www.princess.com/learn/faq_answer/pre_cruise/prepare.jsp)) section of the

Carrier's website for more information about policies, procedures, aides, and services for guests with disabilities.

身障人士參與運送人之遊輪行程時，應參考運送人網站上「無障礙郵輪行程」之常見問題說明 ([http://www.princess.com/learn/faq\\_answer/pre\\_cruise/prepare.jsp](http://www.princess.com/learn/faq_answer/pre_cruise/prepare.jsp))，以便進一步了解相關政策、程序、協助和服務。

In addition to the specific representations required of Guest regarding COVID-19, Guest warrants that Guest and Guest's traveling companions are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or crew member or result in a deviation of the voyage. The Carrier recommends that any Guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage.

除了要求乘客就新冠肺炎做出具體陳述外，乘客與其旅行夥伴須確保在登船時之生理及心理皆適合旅遊，並保證不具有任何會危及其他乘客、船員或造成航行偏離之醫療及心理上狀況。運送人建議任何不能自理之乘客，應由其旅行夥伴協助其航程中之任何需要。

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

**運送人有權拒絕您的預訂及航行、取消您預訂；將您限制在客艙或使您離船**

Carrier reserves the right to refuse booking of passage on a Cruise to any person or to cancel Your existing Cruise reservation for any lawful reason and regardless of a guest's Captain Circle loyalty level or existing benefits. Any person(s) refused booking or passage in advance of the scheduled sailing by Carrier will be given a refund of their Cruise Fare. Captain Circle points have no cash value and therefore are not redeemable for cash. Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any doctor, You or any minor or other person in Your care during the Cruise are unfit for any reason for the Cruise, or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason.

不論您的 Captain Circle 忠誠度層級或現有福利為何，運送人皆有權以任何合法理由拒絕您預訂遊輪行程或取消您的預訂。在計畫航程出發前，任何遭運送人取消預定遊輪行程者，得辦理遊輪費用「退款。Captain Circle 積分不具現金價值，因此不能要求退回等值現金。除非本協議另有規定外，如您或未成年人或任何由您照顧之人在航行期間，基於任何原因不適宜乘船，或若您繼續處於船上將造成您個人或其他賓客之健康、舒適或安全有危害之虞，根據船長、醫護人員或運送人的建議，運送人將有權單獨決定是否使您離船、禁止您上船、限



制您於艙房內、對您實施隔離、拘束您、更改您的住房或於任何時候使您離船，而毋庸承擔退款、償還、補償或信用責任。

Carrier reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such letter does not waive its right to disembark or refuse to embark You as set forth in this Section. Except as otherwise provided, if You are required to remain on board the vessel or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, You must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You and/or those accompanying You. If You become unfit to travel for any reason during the Cruise and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a cruise after Carrier has advised You that You are no longer allowed to sail, Carrier shall not be liable for any refund, payment, compensation, or credit of any kind. Section 6, below, specifies risks associated with COVID-19, including denied boarding conditions and conditions for disembarkation, and Section 6 shall supersede this Section 4 to the extent of any conflict.

運送人有權要求您出具由您的醫師開立適於旅遊之證明書，但出具該證明書不表示您即可免除上述由相關人員根據安全性對您做出的限制與安排。如您被要求應留滯於船上是由於受傷、疾病、殘疾或因任何政府或當局之要求，或任何非可歸責於運送人之原因時，您須支付運送人所有因您或您同行者產生之費用，包括飲食、交通、住宿、醫療和/或遣返服務。旅遊期間，如您基於任何原因不適宜旅遊和/或您提早離船，或您被拒絕航行，或在運送人通知不再允許您航行後並取消您的預定，運送人毋須承擔任何退款、償還、補償或信用責任。下述第六款規定與「新冠肺炎」相關之風險，包含拒絕登船之條件、使您離船之條件；如有任何規定上的衝突，應以第六條取代第四條。

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

**資格；飲酒；菸；賭博；酒精飲料**

The minimum Passenger age to travel is 12 months for all itineraries except for Alaska, Australia, New Zealand, Canada, Caribbean, Mexico, Europe 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.

除了阿拉斯加、澳洲、紐西蘭、加拿大、加勒比海、墨西哥、歐洲、巴拿馬運河行程之最低乘客年齡為六個月外，最低乘客年齡為十二個月。運送人無法接受遊輪行程最後一日以前有低於最低年齡或懷孕將進入第二十四週情形的乘客

之訂位及後續運送。運送人保留拒絕低於最低年齡或懷孕將進入末期的乘客搭乘之權利，且運送人就前開拒絕及／或運送前開任何乘客不負任何責任。

Passengers under the age of 18 years must travel in a stateroom with a Passenger 18 years or older who shall assume responsibility for their care during the cruise. For family groups booking multiple staterooms, the minimum age for at least one person in each stateroom is 16 years of age, provided they are traveling with a parent or legal guardian. Carrier is unable to accept group reservations for student or youth groups that do not conform to our minimum age requirements. Each passenger agrees and warrants that he/she will supervise any passenger in his/her care at all times to ensure all policies, along with all other rules of the Carrier and ship, are strictly adhered to by all Passengers under their supervision.

未滿 18 歲之乘客應於艙房中與 18 歲以上（含）之乘客同行，由其承擔遊輪行程中之照護責任。針對預訂多個艙房之家庭團體，每個艙房至少一人應至少滿 16 歲，惟應與父母或法定監護人同行。運送人無法接受未符合本公司最低年齡規範之學生或青年團體訂位。每位乘客皆同意並保證其將隨時監督其照護之任何乘客，以確保其所監督之所有乘客皆嚴格遵循所有政策，以及運送人及船隻之其他所有規則。

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

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

You agree not to bring alcoholic beverages of any kind on board for consumption except as follows:

除下述規定外，您同意不將任何種類酒精飲料帶上船飲用：

- (A) 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\$20 .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. 已達飲酒年齡者，每人每趟航程可於隨身行李中攜帶一瓶葡萄酒或香檳酒（不超過 750 毫升）。您帶上船並於船上公共區域飲用之葡萄酒或香檳，將適用每瓶開瓶費 20 美元（可能調整，不另行通知）。
- (B) Any wine(s) or champagne(s) supplied by the Carrier to You as a gift are not subject to a corkage fee. A US \$20.00 corkage fee (which is subject to change without notice) will apply to each additional bottle (750 mL in volume or less) beyond the one-bottle per Guest per Voyage allowance. Limitations apply, and wine brought in quantities deemed to be excessive by the vessel or security will be refused. 運送人所提供您作為贈品之所有葡萄酒或香檳酒無須支付開瓶費。每瓶 20 美元之開瓶費可能調整，不另行通知）將根據實際開瓶數計價（每瓶以 750 毫升（含以下）計算），不適用每人每趟航程一瓶政策之額度。攜帶超額酒類者，將有可能遭到拒絕或限制。
- (C) Guests are also prohibited from bringing water, sodas and other non-alcoholic beverages on board that are packaged in bottles. A small quantity of non-alcoholic beverages (i.e., sparkling water, sodas, juice, milk) packaged in cans or cartons may be brought on board on embarkation day, only if carried on in Guests' hand luggage (not in checked luggage). A small quantity is considered a maximum of 12 sealed, unopened cans/cartons of 12 ounces each or less per person. Guests will be asked to discard open beverages in plastic containers prior to boarding. 禁止乘客攜帶瓶裝水、瓶裝蘇打水或其他非酒精類瓶裝飲品上船。少量非酒精類罐裝或紙盒裝飲品（如：氣泡水、蘇打水、果汁、牛奶）可於登船當日帶上船，但必須置放於賓客之隨身行李（非托運行李）。「少量」是指每人最多僅能攜帶 12 瓶密封、未開封且容量為每瓶 12 盎司以下的罐裝或紙盒裝飲品。乘客將於登船前，被要求丟棄已開封之塑膠瓶裝飲品。

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.

登船時，所有行李都將掃描偵測是否有疑似超過本合約一瓶酒政策之酒類。您的行李將由閉路電視下作業之安全小組進行第二次檢查，或倘您的行李上鎖，您將獲得通知，並必須參加該二次檢查，經發現違反一瓶酒政策之任何酒精飲料都將予以移除並丟棄。因違反此一瓶酒政策而移除任何酒精飲料所生任何種類之損失、成本、失望或損害，運送人概不負責。您同意將船舶禮品店或停靠港免稅購買之酒精飲料交給運送人，該酒精飲料將於航程最後一夜送到您的艙房。

Guests who will enter the 24th week of pregnancy by the last day of the Cruise agree not to book the Cruise or to board the vessel. Guests with questions about traveling on a ship while pregnant should refer to the “Pregnancy” portion of the Frequently Asked Questions (external link: [http://www.princess.com/learn/faq\\_answer/pre\\_cruise/prepare.jsp](http://www.princess.com/learn/faq_answer/pre_cruise/prepare.jsp)) section of the Carrier’s website for more information about limitations to, and requirements for, cruising while pregnant.

在遊輪行程結束前即進入懷孕第 24 週的客人同意不預訂遊輪或登船。對懷孕期間乘船旅遊有疑問的客人，請參閱官網相關說明中的常見問題解答（外部鏈接：[http://www.princess.com/learn/faq\\_answer/pre\\_cruise/prepare.jsp](http://www.princess.com/learn/faq_answer/pre_cruise/prepare.jsp)）。欲了解有關懷孕期間旅遊的限制和要求等更多訊息，請參閱運送人官網。

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

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

## **6. PUBLIC HEALTH AND COVID-19 PRACTICES AND PROCEDURES; UNDERSTANDING AND ACCEPTANCE OF RISKS**

**公共衛生與防範新冠肺炎之規定與程序；理解與接受風險**

- (A) YOU ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH YOUR PHYSICIAN AND TO REVIEW THE WEBSITE FOR THE US CENTERS FOR DISEASE CONTROL & PREVENTION (“CDC”) FOR UPDATED INFORMATION and THE TAIWAN CENTERS FOR DISEASE CONTROL & PREVENTION (Refer to the following website for specification of qualified inbound travelers: <https://reurl.cc/0jj3Wx>).THE CDC HAS IDENTIFIED INDIVIDUALS WITH UNDERLYING MEDICAL CONDITIONS, REGARDLESS OF AGE, WHO ARE, OR MAY BE, AT INCREASED RISK OF SEVERE ILLNESS FROM THE VIRUS THAT CAUSES COVID-19. AMONG ADULTS, THE RISK FOR SEVERE ILLNESS FROM COVID-19 INCREASES WITH ADVANCING AGE. YOU ACKNOWLEDGE, UNDERSTAND, AND ACCEPT THAT WHILE ABOARD THE VESSEL, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/OR WHILE TRAVELING TO OR FROM THE VESSEL, YOU OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES INCLUDING, BUT NOT LIMITED, TO COVID-19, INFLUENZA, COLDS AND/OR NOROVIRUS. YOU FURTHER UNDERSTAND AND ACCEPT THAT, DUE TO THE NATURE OF SPREAD OF COVID-19, THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES AND OTHERS ARE INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND THE CARRIER’S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE RISKS AS PART OF THIS PASSAGE CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

我們鼓勵您與您的醫生討論旅遊適宜性，並詳閱美國疾管中心及台灣疾管署網站上的最新消息（<https://reurl.cc/0jj3Wx>）。美國疾管中心已認定就患有潛在疾病的個人，不論其年齡，有可能或已暴露於重疾的高風險或嚴重的新冠肺炎病毒之下。成人年齡中，高齡者有更高風險因新冠肺炎導致嚴重疾病。您承諾、理解並接受在乘船期間、在碼頭及登船區，或在岸上期間，及/或往返船上時，您或其他乘客可能暴露在接觸性傳染病風險下，包含但不限於新冠肺炎、流感、感冒及/或諾羅病毒。您進一步理解並接受因新冠肺炎的傳染特性，從事與人群交流或共享公共設施等的多數活動，將有可能暴露於該接觸性傳染病的固有風險，該風險並非運送人所能掌控，且不能確保在任何情況下被除去。您承諾且自願地接受本航行合約所述的該些風險，包含嚴重疾病或因此造成的死亡風險，及/或所有與之相關的損害、損失、成本及費用。

- (B) The Carrier has adopted specific COVID-19 Guest Protocols with input from medical, science and public health experts and guidance from international, national, and regional health authorities, including CDC and local health agencies when the vessel is within that agency's jurisdiction. You acknowledge that these directives may change from time-to-time and that the Carrier's COVID-19 Guest Protocols may therefore change. **YOU EXPRESSLY AGREE TO COMPLY NOT ONLY WITH THE COVID-19 GUEST PROTOCOLS AS THEY ARE DESCRIBED HEREIN, BUT ALSO AS THEY ARE SET FORTH IN MATERIALS DISTRIBUTED BY CARRIER AND ON THE CARRIER'S WEBSITE ([https://www.princesscruises.com.tw/health\\_covid-19](https://www.princesscruises.com.tw/health_covid-19)).** In case of any conflict between the COVID-19 Guest Protocols described herein or on the Carrier's website, the website controls and Your agreement to abide by said website constitutes an integral part of this Passage Contract.

運送人根據醫學、科學及公共衛生專家的意見，以及國際、國家和地區衛生當局（包含 CDC 和當地衛生機構）之指導，當船舶在上述這些機（構）關之管轄範圍內時，將採取特定的「新冠肺炎乘客協議」。您理解上述指引可能會不時變更，運送人採取的特定「新冠肺炎乘客協議」也將據此變更。您明確同意遵守此處提及的「新冠肺炎乘客協議」外，並遵守其他由運送人發布或載明於運送人官網之規定 [https://www.princesscruises.com.tw/health\\_covid-19](https://www.princesscruises.com.tw/health_covid-19)。如「新冠肺炎乘客協議」與運送人網站有不一致時，將以網站和您同意遵照該網站的內容構成本航行合約之整體部分。

- (C) You acknowledge that the Carrier's COVID-19 Guest Protocols may or will include (but are not be limited to): (1) completion of an accurate, truthful and complete health questionnaire in a form and containing any health or travel-related questions as determined by the Carrier in its sole discretion based on advice from cognizant government or health authorities or medical experts for each Guest prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Guest followed by a period of isolation until test results are available; (3) technology-enabled contact tracing via wearable device technology; (4) modified capacity rules for activities (including, but not limited to, restaurants, gyms, and entertainment events on board and for shore excursions) which may limit or eliminate the ability of Guest to participate in particular activities; (5) mandatory use by each Guest (except for children under the age of 2 years) of face masks in most locations outside of the Guest's stateroom while on board, during embarkation, disembarkation and shore excursions; (6) mandatory physical distancing of Guests outside of their cruise companions (family and/or immediate travel group) at any/all times while on board and during embarkation, disembarkation, and shore excursions; (7) additional restrictions during shore excursions depending on local conditions including, but not limited to, denial of disembarkation at destination(s) unless

participating in only shore excursions sold through the Carrier and denial of reboarding vessel for any noncompliance by Guest or members of Guest's traveling party with the COVID-19 Guest Protocols; (8) mandatory hand-sanitizing by Guest(s) upon entry or exit of any public areas; (9) confinement of Guest to staterooms, quarantine or emergency disembarkation of Guest if, in the Carrier's sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (10) the required completion by Guest in a timely manner of any written authorizations or consent forms required for the Carrier to carry out its COVID-19 Guest Protocols (including but not limited to medical information, medical privacy, or personal data privacy consent forms); (11) on specified itineraries, vaccination of guests with documentary proof satisfactory to Carrier, according to the criteria set forth in the COVID-19 Guest Protocols in effect at the time of sailing; and (12) other policies and procedures deemed by the Carrier in its sole discretion to be necessary to reduce the risk of spread of COVID-19.

您理解運送人採取之「新冠肺炎乘客協議」包含但不限於以下項目：(1)登船前須填寫一份正確、真實和完整的健康問卷，內容包含由運送人根據政府、衛生機關或醫學專家的建議，自行擬定任何與健康或旅遊相關之問題。(2)進行登船前及/或定期體溫檢測，並於檢測結果確認前進行一段時間的隔離。(3)透過穿戴式裝置追蹤接觸者(4)修改活動（包含但不限於船上餐廳、健身房、娛樂活動及岸上觀光）容留人數規定，且可能會限制或取消乘客參加特定活動。(5)每位乘客（2歲以下兒童除外）在船上、登船、下船和岸上觀光期間，於客艙外的大多數地方應強制佩戴口罩。(6)在船上、上下船和岸上觀光的任何/所有期間，將強制要求乘客與其旅行夥伴（家人和/或同團成員）外之任何人保持社交距離。(7)岸上觀光期間可能因當地規定受額外限制，包括但不限於拒絕乘客在目的地下船，除非該岸上觀光是由運送人銷售，以及拒絕乘客返船是基於乘客及其同行夥伴有違反「新冠肺炎乘客協議」的情況。(8)乘客進出任何公共區域時需進行手部消毒。(9)如有防止或減緩新冠肺炎傳播之必要，運送人有權單獨決定是否將乘客限制於客艙內、進行隔離或使之離船。(10)乘客應及時填寫由運送人執行「新冠肺炎乘客協議」時所需的任何書面授權或同意書（包括但不限於醫療資訊、醫療隱私或個人資料隱私同意書）。(11)在指定的航程中，根據航行時有效的「新冠肺炎乘客協議」標準，為提供充分文件證明之乘客施打疫苗。(12)運送人根據其判斷，決定其他為降低新冠肺炎傳播風險所需的政策與程序。

- (D) Notwithstanding any other provision contained herein or in the Carrier's cancellation and refund policies (see Section 7, below), any noncompliance by You or Your traveling companions with the Carrier's COVID-19 Guest Protocols, or this Passage Contract, shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine on board the Vessel, disembarkation,

reporting to governmental or health authorities, or other steps deemed necessary in the Carrier's sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, You shall not be entitled to a refund or compensation of any kind. You will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to the United States or the Guest's country of residence. Under no circumstances shall the Carrier be liable for any costs, damages or expenses whatsoever incurred by any Guest as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by the Carrier.

儘管此處或運送人的取消和退款政策（見第 7 條）中有其他規定，您或您的旅行夥伴如有違反運送人「新冠肺炎乘客協議」或本航行合約之規定者，將被迫靠岸並拒絕登船、下岸後禁止返船、船上隔離、離船、向政府或衛生當局報告、或其他運送人單獨決定必須採取的程序，以保護他人的健康與福祉。在上述情況下，您無權要求任何形式的退款或補償。您還可能必須負擔所有相關的費用和罰款，包含但不限於旅費和任何港口要求的適當旅遊證件，或離開或抵達美國或您居住國的費用。在任何情況下，運送人均不對任何乘客因拒絕登船、返船、隔離、離船或運送人採取的其他措施，而導致的任何成本、損害或費用承擔任何責任。

- (E) You agree that if at any time within fourteen (14) days prior to embarkation, You test positive for COVID-19, exhibit signs or symptoms of COVID-19, have had close contact with a person confirmed or suspected as having COVID-19, or the Carrier otherwise determines, in its sole discretion, that You are unfit to board because of any communicable illness, the Carrier will deny boarding to You as well as Your traveling companions. Under these circumstances, unless the Carrier determines that the Guest has failed to comply with the Carrier's COVID-19 Guest Protocols or this Passage Contract, any Guest denied boarding will be entitled to a future cruise credit equal in value to the amount Guest paid to the Carrier, subject to Guest providing verification satisfactory to the Carrier of results of tests administered by providers other than those retained by the Carrier. For further details, refer to the Carrier's Refund and Cancellation Policy for COVID-19 located on its website (external link: <https://www.princess.com/legal/covid-19-refund-cancellation-policy/>). Under no circumstances shall the Carrier have any other liability for any compensation or other damages whatsoever including, but not limited to, compensation for consequential lodging or travel.

您同意，如在登船前十四（14）天內的任何時間，您的新冠肺炎檢測呈陽性，表現出新冠肺炎的跡象或症狀，或有與確診或疑似感染者有過密切接觸，或根據運送人自行判斷，認為您因任何傳染病不適合登船，運送人將拒絕您和您的旅行夥伴登機。在此些情況下，除非是運送人確認



乘客未遵守運送人的「新冠肺炎乘客協議」或本航行合約，否則任何被拒絕登輪的乘客將有權取得與其支付金額相等的未來航程使用金。乘客須向運送人提供充分的檢測證明，且該證明結果須非由運送人之聘僱者所提供。更多詳細資訊，請參閱運送人網站上針對新冠肺炎的退款和取消政策說明（<https://www.princess.com/legal/covid-19-refund-cancellation-policy/>）。在任何情況下，運送人均不需承擔任何補償或其他損害賠償責任，包括但不限於對相應住宿或旅費的補償。

- (F) You further understand and agree that if, after boarding, and even if You have fully complied with all Carrier's COVID-19 Guest Protocols, You test positive for COVID-19 or exhibit signs or symptoms of COVID-19, the Carrier may disembark, refuse re-boarding after a shore excursion, or quarantine You as well as Your traveling companions, or take other steps which the Carrier determines, in its sole discretion, are necessary under the circumstances to protect the health and well-being of others. Under these circumstances, any such Guest who is disembarked, refused re-boarding, or quarantined shall be entitled to a prorated future cruise credit for the unused portion of the Cruise Fare. Each such Guest is responsible for all related costs and fines including, without limitation, consequential travel expense and lodging. Under no circumstances shall the Carrier be liable to any such Guest for any costs, damages or expenses whatsoever incurred by any Guest.

您進一步理解並同意，即使您完全遵守所有運送人的「新冠肺炎乘客協議」，如在登輪後，您的新冠肺炎檢測呈陽性，或表現出新冠肺炎的跡象或症狀，運送人可能使您離船或在岸上觀光後拒絕您返船，或隔離您和您的旅行夥伴，或其他運送人單獨決定必須採取的程序，以保護他人的健康與福祉。在此些情況下，任何被勒令下船、被拒絕重新登輪、或被隔離的乘客都有權按比例就遊輪費用未使用之部分取得未來航程使用金。每位此類客人均需承擔所有相關費用和罰款，包括但不限於相應的旅費和住宿費。在任何情況下，運送人均毋庸為任何此類乘客承擔任何成本、損害或費用。

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

### **您遵循法令、船舶規則之責任；勸誘之禁止**

You shall be responsible for complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each country or state from or to which You will travel, as well as the requirements as set forth in this Passage Contract. You must at all times obey all the rules, regulations and orders of the ship, Carrier and the Captain. You shall conduct Yourself in a proper manner and with due regard to the health, safety, comfort, enjoyment of all persons at all times. You shall not solicit other Passengers for commercial purposes or advertise

goods or services on board the ship without Carrier's prior written permission. You may be disembarked without Carrier's liability for refund, payment, compensation or credit of any kind if You or any Passenger for whom You are responsible violate any of these requirements, and agree to assume and/or reimburse Carrier for any expenses or fines that may be incurred as a result of such noncompliance on demand.

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

## **8. UNAUTHORIZED STOPOVER OR DISEMBARKATION.**

### **未獲准之逗留或離船**

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

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

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

### **醫療保健及其他私人服務**

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

directly for the Passenger. Carrier strongly recommends that all Guests travel with a sufficient supply of their prescription medications to last fourteen (14) days beyond the scheduled conclusion of the Cruise.

由於海上航行及所造訪港口之性質，可提供之醫療可能有限、延遲或無法提供，且可能無法於船舶每個航行目的地進行緊急醫療後送，因此您保證您與您所照護者皆適於旅行。您承認與您遊輪行程相關之所有醫療保健（包含醫療後送運輸）或其他私人服務僅為乘客之便利及利益而提供，得向乘客收取該服務之費用。您接受並使用船上或其他地方可供利用之醫藥、醫療及其他私人服務時，您應承擔所有風險及費用，運送人無須承擔任何責任或職責，您並同意補償運送人為您所生之所有醫療或後送之成本或費用。由於運送人並非醫療提供者，因此醫師、護士或其他醫療或服務人員直接為乘客工作，不視為於運送人指揮或監督下之作為。同理，且於未限定之情形下，所有 SPA 人員、攝影師、講師、客座講師及表演者及其他私人服務人員應視為直接為乘客工作之獨立承包商。運送人強烈建議所有乘客攜帶於預定行程結束日後再多十四（14）天份量的足夠處方藥。

**10. NO ANIMALS.  
不得攜帶動物**

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

除殘障乘客之特定必要服務動物（需於您訂購遊輪行程時書面通知運送人，並獲得其書面許可）外，船上任何時間皆不得攜帶寵物或其他動物。您同意就遊輪行程中攜帶之任何服務動物所生任何相關損失、損害或費用負責，並償還及／或補償運送人。您也同意判斷並符合該動物相關之任何記錄或其他規範。

**11. CANCELLATION; REFUND; CHARTERER  
取消；退費；傭船人**

You shall not cancel Your Cruise directly with Carrier. You must communicate your cancellation to Charterer. You are not entitled to any refund of Your Cruise Fare or any other payment, compensation or credit from Carrier for cancellation or otherwise.

您不應直接向運送人取消您的遊輪行程。就取消行程您應與傭船人溝通。您無權因取消或其他事由而自運送人取得遊輪費用之任何退費或其他給付、補償或信用扣抵額。

Charterer acts for You in making the arrangements for Your Cruise and any related travel, lodging and shore excursions and tours. Carrier is not responsible for any

representation or conduct of Charterer, including but not limited to, any failure to remit Your Cruise Fare or other monies to Carrier, for which You shall at all times remain liable to Carrier, or any failure to remit a refund or other payment from Carrier to You. You acknowledge that Charterer acts solely as Your agent, and not as agent for Carrier, and is deemed as Your agent. Further, receipt by Charterer of this Passage Contract or any other communications, notices or information from Carrier shall constitute receipt of such materials by You. You agree Carrier is not responsible for the financial condition or integrity of any Charterer. In the event that Charterer fails remit to us any monies paid by You to Charterer, You remain liable for the monies due Carrier, regardless of whether Carrier demands payment.

傭船人為您代辦您的遊輪行程及其他相關之旅行、住宿及岸上觀光與旅程。運送人就傭船人任何聲明或行為，包括但不限於未將您遊輪費用或其他款項匯予運送人（就此您仍應對運送人負有義務），或未將運送人支付您的退費或其他給付匯予您，運送人概不負責。您瞭解傭船人僅代理您而視為您的代理人，且並非運送人之代理人。此外，傭船人自運送人受領此航行合約或其他任何溝通、通知或資訊，即構成您對前開資料之受領。您同意運送人就傭船人之財務狀況或誠信無須負責。如傭船人未將您給付予傭船人之任何款項匯予我們，無論運送人是否請求給付，您仍就到期款項對運送人負責。

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

**運送人拒絕您訂位及搭乘或取消您訂位；將您禁閉於您艙房內或勒令離船之權利**

Carrier reserves the right to refuse booking of passage on a Cruise to any person or to cancel Your existing Cruise reservation for any reason without liability for refund or compensation of any kind and regardless of a passenger's Captain Circle loyalty level or existing benefits. Any person(s) refused booking or passage in advance of the scheduled sailing by Carrier will be given a refund of their Cruise Fare 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.

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

Carrier may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom,

quarantine You, restrain You, change Your accommodations or disembark You at any time if, in the sole opinion of Carrier, the Captain or any Doctor, You or any minor or other person in Your care during the Cruise are unfit for any reason for the Cruise, or Your presence might be detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the Captain is advisable for any reason.

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

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

運送人保留要求您出具您醫師開立適於旅遊之證明書，但出具該證明書不表示運送人拋棄本條所載勒令您離船或拒絕您登船之權利。倘您基於受傷、生病或失能或任何政府或主管機構之行動，或其他非運送人過失之理由，必須待在船上或其他任何地方，您應就所導致之一切成本及費用，包含您或您同行者之食物、運輸、住宿、醫療及／或遣返服務，支付或償還運送人。倘您於遊輪行程中基於任何理由變成不適合旅行，及／或您提早離船，則運送人不負任何性質之退費、付款、賠償或信用扣抵額責任。

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

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

The Carrier cannot guarantee the Vessel will call at every advertised port or follow every advertised route or schedule. Although Carrier will do its best to maintain the itinerary, Carrier may at any time, cancel the cruise; deviate from the scheduled ports of call, route and/or timetable; 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. Carrier's responsibility, if any, for refunds, payments, compensation or credits under such circumstances shall be as agreed between Carrier and Charterer and Carrier will pay such amounts to Charterer only.

運送人無法保證船舶將停靠每個廣告中所述港口或遵循每條廣告路線或時刻表。儘管運送人將儘量維持行程，但運送人仍得隨時取消遊輪行程；偏離預定停靠港口、路線及／或時間表；停靠或跳過任何港口或地方，或取消或修改船上及船下任何活動；遵循所有政府法律及政府機構下達之命令；提供生命及財產救援協助。因此，由於預定遊輪行程可能改變而運送人無須負責，您不應按預定之遊輪行程安排重要約定或會議。運送人在該情況下就退費、給付、補償或信用扣抵額（如有）之責任應依運送人與傭船人間所同意者，且運送人僅將給付該金額予傭船人。

#### **14. NOTICE CONCERNING SAFETY AND SECURITY.**

##### **安全及保全須知**

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

運送人於世界各地造訪許多國家眾多港口。於任何特定時間，世界各地可能有戰爭、恐怖主義、犯罪、天災、內亂、勞資爭議及／或其他潛在傷害來源之問題地點。當地狀況及基礎設施可能造成乘客離船活動之危害。因此，可能有必要變更、取消或終止預定遊輪行程或遊輪行程任何相關活動，包含但不限於岸上觀光或港口停靠。儘管運送人努力為您船上的舒適及安全提供合理保障，但運送人仍無法保證免於戰爭、恐怖主義、犯罪或其他潛在危害來源之所有相關風險。運送人提醒所有乘客上岸時必須為其行動負最終責任。政府機構定期依據其對於旅行風險之觀點發佈特定城市及國家之旅遊建議及警告，並註明當地詳細狀況。運送人強烈建議乘客作旅行決定時，應取得並考慮前開資訊。

## 15. **BAGGAGE AND PERSONAL EFFECTS, LIABILITY LIMITATIONS.**

### **行李及個人物品，責任限制**

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

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

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

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

Carrier shall not be liable for any loss or theft of or damage to or disposition of cash, securities, negotiable instruments, jewelry, gold, silver or similar valuables or precious stones, works of art, electronics, computers (whether handheld, laptop or other), DVD players or digital or flash drive computer equipment, disks, memory cards or other electronic storage, handheld or similar devices, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, eyewear

(including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs, scooters, liquor or other alcoholic beverages, cigarettes, tobacco products or business or other documents, whether carried within Your luggage or otherwise, that is found to be caused beyond Carrier's exclusive control. You may use the safe in Your stateroom. However, You agree use of the stateroom safe will not increase Carrier's liability as provided in this Passage Contract. 您置於行李內攜帶之現金、證券、票據、珠寶、黃金、白銀或類似貴重物品或寶石、藝術品、電子裝置、電腦（手持式、膝上型或其他型式）、DVD 播放機、數位或快閃碟電腦設備、磁碟、記憶卡或其他電子儲存裝置、手持或類似裝置、行動電話、照像機、錄影帶或錄音帶、CD、望遠鏡、娛樂設備、牙科硬體、眼鏡（含眼鏡、太陽眼鏡及隱形眼鏡）、助聽器、藥物、醫療設備、輪椅、速克達、烈酒或其他酒精飲料、香煙、菸草產品或商業或其他文件，倘經查非於運送人全權控制之原因下遭到遺失、失竊、損毀或丟棄，則運送人不負其責。您得使用您艙房內之保險箱，惟您同意對於艙房內保險箱之使用不增加運送人於本航行合約所載之責任。

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

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

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

**運送人責任限制；第三方獨立承包商營運之觀光；賠償**

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

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

(B) Acts Beyond Carrier's Control, Force Majeure: Carrier is not liable for death, injury, illness, damage, delay or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labor trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea;



fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond Carrier's exclusive control, or any other act or omission not shown to be caused by Carrier's negligence.

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

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

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

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

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

- (E) Excursions, Shoreside Services and Other Transportation: All travel facilities, tours, activities, products or services, other than aboard Carrier's vessels and tenders, provided in connection with, before, after or during Your Cruise, including but not limited to pre- and post- cruise activities, shore excursions, hotel accommodations, meals, or transportation of any kind including, but not limited to, air travel to and from the ship, are provided, owned and/or operated by third party independent contractors whose employees, facilities, conveyances, products and services are not subject to Carrier's supervision or control. In providing or selling reservations or tickets for any such activities, services or transportation or by accompanying You during such activities, Carrier does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such third party

independent contractors or their employees, conveyances or facilities. Carrier accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service or transportation or any loss, delay or disappointment for any cancellations of any excursion, service or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking or ticketing. Carrier makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such contractors, transportation, tours, services, products or facilities. Any liability for such services will be governed by this Passage Contract and the contracts and/or tariffs between You and such service companies. You agree that, Carrier's liability, if any, for non-performance of any independent contractor providing such facilities or services shall not exceed the amounts received for such facility or services by Carrier on Your behalf.

觀光、岸邊服務及其他交通工具：除搭乘運送人之船舶或小船外，您遊輪行程前後或期間提供之所有相關旅行設施、旅遊、活動、產品或服務，包含但不限於經由任何船舶、航空器或其他運輸工具之遊輪行程前後任何性質活動、岸上觀光、旅館住宿、餐點或交通，包含但不限於往返船隻之航空旅行，皆由第三方獨立承包商提供、擁有及／或營運，其員工、設施、運輸工具、產品及服務皆未受到運送人指揮或監督。運送人提供或出售前開活動、服務或交通工具之訂位或票證，或於前開活動中陪同乘客，係為便利乘客，並有權就前開觀光、服務或交通工具之銷售收費並賺取利潤，但並不承諾指揮或監督前開第三方獨立承包商或其員工、運輸工具或設施。因任何觀光、服務或交通工具所衍生之任何損失、延遲、損害、傷害、死亡或不實陳述，或任何觀光、服務或交通工具任何取消之任何損失、延遲或失望，包含但不限於航班取消、訂位錯誤、升等、超售或票務，運送人皆不負其責。關於前開任何承包商、交通工具、行程、服務或設施之適用性、安全性、保險或其他層面，運送人皆未作任何明示或默示保證。前開服務之任何責任皆以本航行合約及您與前開服務公司間之契約及／或費率為準。您同意運送人對於提供前開設施及服務之任何獨立承包商債務不履行之責任（如有）不應超過運送人代您就前開設施或服務所收到之金額。

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

與有過失；賠償：您承認運送人之責任將按可歸責於您之任何過失或錯誤按比例降低。因您或您所照護之任何未成年人或其他乘客之任何行

為、疏忽或違法行為、注意義務或本航行合約而由您所生或由運送人所承受之任何性質損害賠償、責任、損失、處罰、罰金、收費或費用，您同意償還並賠償運送人。

**17. NOTICE OF CLAIMS AND ACTIONS; TIME LIMITATION; WAIVER OF CLASS ACTION; FORUM; GOVERNING LAW ; WAIVER OF RIGHT TO INTERIM PROCEDURES OF ARREST AND ATTACHMENT.**

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

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

法律行動請求權通知及時效：

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

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

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

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

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

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

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

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

- (D) **WAIVER OF CLASS ACTION: THIS PASSAGE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR**

REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.

放棄集體訴訟：本航行合約規定的爭議解決是個人為其自身緣故，透過個人法律行動為之，而非藉由任何集體訴訟或代表訴訟來解決爭議。即便適用法律另有規定，您同意就運送人所提出的任何仲裁或訴訟均應由您單獨提起，而非作為任何團體訴訟的一員，或參與團體訴訟或代表訴訟之一部分，並且您明確同意放棄任何由法律授與您參與的集體訴訟。

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

放棄對物訴訟：如果發生海事侵權，您可能有權以保全為目的進行對物訴訟，以扣押船舶或其附屬物，或以準對物訴訟假扣押運送人之船舶以確立管轄權歸屬。然而，您在此同意放棄為保全或確立管轄權歸屬，而採取對物或準對物訴訟以扣押或假扣押運送人船舶的任何權利，即便有請求可能，亦將完全依據運送人的信用向運送人提出索賠。

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

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

## 18. RIGHT TO INSPECT

### 檢查權

In the interest of safety and convenience of other Passengers, You agree Carrier has, at all times with or without notice, the right to enter and search Your stateroom, personal safe or storage spaces, or to search You, Your baggage and/or personal effects at any location. You also agree to the confiscation and/or sequestration of any property which may, in the opinion of the Carrier, the Captain and/or any Officer onboard the Vessel,

be likely in any way to inconvenience, endanger or impair the health, safety or reasonable comfort of any person onboard or not, or to endanger or the impair the safety of the Vessel or any other property.

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

#### **19. USE AND DISPLAY OF LIKENESS; PERSONAL DATA; PRIVACY NOTICE; OCEAN MEDALLION®; PUBLIC WIRELESS SERVICES.**

**肖像之使用及展示；個人資料；隱私通知；公共無線服務；海洋勳章**

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

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

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

於訂位過程及您的遊輪行程假期中，您可能提供可能包含您姓名、地址、生日、電子郵件地址、您電話號碼、特殊場合日期、度假偏好及護照及信用卡資訊（持卡人姓名、卡號及到期日），以及緊急連絡資訊（並未與您同行但運送人於緊急情況可連絡之某人姓名、地址及電話號碼）之個人資料（下稱「個人

資料」)予運送人。此外，可能提供關於您膳食或宗教偏好、健保要求、健保資訊、身體狀況、性別或性取向(下稱「敏感資料」)之額外資料予運送人。運送人收集之目的包含但不限於提供您訂購之服務予您、經由分析您個人資料以改進本公司服務、與運送人關係企業分享您個人資料以提供更好、更全方位之服務予您，並行銷運送人及其關係企業提供且您可能感興趣之服務。您承認並同意提供正確及最新資訊，並就該資訊作適當更新。

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

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

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

您亦承認並同意以下情形運送人得將您的個人敏感資料向非關係第三方揭露：(a)經您請求或授權；(b)協助您完成交易；(c)遵循法律、相關法規、政府及準政

府請求、法院命令或傳票；(d)執行本航行合約或其他協議，或保護運送人權利、財產或安全，包含但不限於通報、評估、調查及管理事故／事件，包含向律師及保險業者進行揭露；(e)為醫療（含醫療離船）之目的，包含向保健服務提供者、醫療後送協助公司、旅館、航空公司、旅行社及您的近親（倘您無能力同意）之揭露；(f)作為購買、移轉或出售服務或資產之部分；(g)提供「運送人」代理人、外部廠商或服務供應者代運送人履行功能時；或(h)如運送人隨時修訂之政策所載。

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

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

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

如果您搭乘使用 MedallionClass™（下稱「勳章假期」）技術的遊輪旅遊，或訪問某些度假村或目的地，您可能會收到一個無線射頻技術的穿戴裝置



（“Medallion®”），供您在遊輪假期中佩戴。Medallion® 將用於驗證您的身份和帳戶，並使用定位技術追蹤您在船上、整個度假村活動或其他目的地的位置與移動。例如：Medallion® 可能用於 (i) 進入您的客艙 (ii) 您在船上的購物和參與的岸上消費 (iii) 處理運送人在旅遊期間為您拍攝的照片 (iv) 提供可能曾與您密切接觸的其他乘客和船上人員的相關訊息。藉由 Medallion® 產生有關您的活動數據和旅行體驗等資訊，將連結到您的個資蒐集，並由運送人根據其隱私權政策使用的您的資料（隱私權政策說明：[https://www.princess.com/legal/legal\\_privacy/privacy\\_policy-pcl.html](https://www.princess.com/legal/legal_privacy/privacy_policy-pcl.html)）。於提供「勳章假期」服務的遊輪上，您仍可選擇不穿戴或使用無線射頻技術裝置，如您不想使用該服務，請聯繫船上人員以取得船卡，但您可能因此無法使用「勳章假期」服務的某些功能。

In response to the global coronavirus pandemic, You may be required to undergo health screenings and Carrier will collect personal information, such as health symptoms, survey or questionnaire data, information related to travel history and possible exposure to communicable illnesses, and other data as recommended by public health authorities or other government agencies or to otherwise demonstrate our guests' ongoing health and fitness to travel. Carrier may collect information about onboard contacts with crew members, guests or other individuals through a wearable portable device technology such as the Medallion® on MedallionClass™ ships and properties and/or the OceanOrbit™ Contact Tracing system. These wearable devices collect data, such as personal contacts, timestamp, duration of contact and frequency of contact with others. Carrier will use this data to facilitate rapid contact tracing to help mitigate and manage the potential spread of COVID-19 and other global pandemic illness. Carrier collects and uses this health and medical information strictly in connection with Carrier's legitimate interest in ensuring the health and safety of guests, crew members and the public and to comply with legal and regulatory requirements and obligations regarding public health initiatives and health and safety endeavors. As part of contract tracing efforts, Carrier takes reasonable precautions to respect Your privacy and confidentiality by communicating contact exposure information in a manner that is not personally identifiable, however, information about You may be disclosed in a manner that could allow the recipient to determine Your identity. Carrier may also disclose PSD, including health and medical information and contacts, with third parties, government officials, health agencies or individuals or institutions as reasonably necessary to attend to Your medical and safety needs and those of the other guests and crew members; to comply with legal and regulatory requirements; to facilitate public health response initiatives; to conduct contract tracing of individuals who are exposed to or test positive for COVID-19 or other communicable illness; or if Carrier reasonably believes that such disclosure is necessary to inform Your health care or to protect the personal safety or health of our guests, crew members, or other individuals.

為因應全球冠狀病毒大流行，您可能需要接受健康檢查，運送人將根據公共衛生當局或其他政府機構的建議收集您的個人資訊，例如：健康症狀、調查或問

卷數據、旅遊史和可能接觸的傳染病的相關資訊，以及其他建議的數據，或以其他方式證明乘客能維持健康並適合旅遊。運送人可能會透過穿戴式裝置技術（例如：「勳章假期」遊輪上的 Medallion® 技術和/或 OceanOrbit 的接觸追蹤系統）收集有關船上與船員、乘客或其他個人的聯繫的訊息。這些穿戴式裝置技術將收集例如個人聯繫紀錄、時間戳、接觸時間和與他人接觸頻率等的數據。運送人將使用這些數據促進快速追蹤接觸者，以幫助減輕和管理新冠肺炎及其他全球性傳染疾病的潛在風險。運送人收集和使用這些健康和醫療資訊，嚴格符合運送人在確保乘客、船員和公眾的健康和安全方面的合法利益，並且遵守有關公共衛生措施、健康和安全的法律以及監管要求和義務。作為本合約追蹤工作的一部分，亦考量到尊重您的隱私和秘密，運送人採取合理的預防措施，以去識別化個人身份的方式傳送您的接觸或暴露資訊。然而，為使數據接收者確認人別正確，有關您的資訊可能會被允許揭露給數據接受者。運送人亦可在合理且必要的情況下，揭露您的健康醫療資訊和聯絡方式給第三方、政府官員、衛生機關、個人或機構，以合理且必要地確保您與其他乘客以及船上人員的醫療和安全需求；遵守法律和監管要求；促進公共衛生因應的措施；根據本合約追蹤可能有暴露風險、新冠肺炎或其他傳染疾病檢測為陽性的個人；或者，運送人合理相信通報您的醫療保健資訊，對於保護個人安全或我們的賓客及船員有其必要性。

You grant Carrier and its licensees the right to use Your photograph/voice/indicia taken during Your Cruise, in any fashion and for any purpose in all media now known or hereafter devised without any limitations whatsoever. Professional photographers photograph Guests, process, display and sell such photos to You and other Guests.

您授予運送人及其被許可人以任何方式和出於任何目的，在現在已知或以後設計的所有媒體中使用您在航行期間拍攝的照片/聲音/標記的權利，不受任何限制。專業攝影師拍攝客人、處理、展示和出售此類照片給您和其他客人。

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

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

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

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

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

您明確同意不將您和/或任何其他乘客的任何照片、影片和其他視覺或影音的肖像與船員或船舶結合使用，或描繪船舶、其設計或設備或其他任何部分，於未經運送人書面同意下，用於商業目的或任何影音廣播或其他非私人的用途。

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

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

Carnival plc, as Operator, May / 2021

營運商英商康年華旅行社股份有限公司，2021年5月