

**EVENT TERMS AND CONDITIONS**  
**(Effective Date 12 May 2026)**

***Conditions apply subject to Consumer Laws***

Certain Laws such as the *Competition and Consumer Act 2010* (Cth) ('**CCA**'), which includes the Australian Consumer Law and any applicable State-based consumer legislation and consumer legislation in New Zealand ('**Consumer Laws**'), may apply by Law for Your protection. The Consumer Laws include guarantees that Our services are provided with due care and skill, are reasonably fit for the Event and are provided within a reasonable time. Where We fail to provide services to You in accordance with the Consumer Laws or these Conditions, You may have a right to seek a remedy from Us in accordance with these Conditions and any applicable Law, including the Consumer Laws. These Conditions do not alter any protection given to You by Consumer Laws that cannot be excluded or limited.

***Our discretions and directions***

These Conditions refer to various rights that may be exercised in Our discretion, such as giving You directions on board or refusing to allow You on Our ship. We will exercise that discretion reasonably. In exercising Our discretion, We may take into consideration a range of factors including but not limited to Our legal obligations (including under Australian and international maritime laws), the need to protect the health and safety of all persons on board, Our ships, Our equipment and Our reputation.

**1) The Contract**

- a) You are entering into this Contract with Carnival UK Ltd trading as Carnival Cruise Line, ARBN 107 998 443. It is contracting on behalf of itself and on behalf of the Carrier with You.

**You/ Your** means You and all guests in Your Event registration.

**We/Our/Us** means Carnival UK Ltd trading as Carnival Cruise Line.

**Carrier** includes the owner, operator, charterer or manager of the ship on which You register for an Event or any substitute ship. We may or may not be the Carrier for the Event You have registered for.

You represent that, in consideration of the right to board the ship for the Event, You accept and have authority from all guests (or their parent/Guardian) on Your Event registration to accept on their behalf, these Conditions. Parents/Guardians or carers accept these Conditions and enter into the Contract on behalf of their Children and/or the person(s) whom they are responsible for making decisions on behalf of. It is important that You and all guests in Your Event registration read them carefully and understand them.

- b) By boarding the ship for the Event, You acknowledge that You have read and understood, and agree to be bound by these Conditions. For the avoidance of doubt, these Conditions do not apply to guests sailing with Us and a separate Carnival Cruise Line Ticket Contract applies to sailing guests.

**2) Your Obligations, Health and Safety**

***Comply with Our Policies, Procedures and Directions***

- a) We have in place, and may introduce, alter and/or withdraw, policies and procedures for the health, safety, comfort, enjoyment and/or general wellbeing of people relating to the Event. We also have policies and procedures in place so that We comply with relevant Laws in relation to the Event. You must, at all times, comply with Our policies and procedures that We bring to Your attention as well as all directions from Our staff.

***Comply with Requests for Information and/or Documents***

- b) We may, in connection with a legitimate business purpose, Law or legal requirement, request that You provide specific information (including personal information and sensitive information) and/or documents; and You agree to comply with Our reasonable requests.

### ***Respect Health, Safety & Security***

- c) You must conduct Yourself with due regard to the health, safety, comfort, enjoyment and general wellbeing of all persons in relation to the Event.
- d) You acknowledge and agree that health, safety and security is everyone's responsibility. At all times unsafe, abusive, offensive, illegal, disruptive behaviour and the like is prohibited in relation to the Event. This can cover things like:
  - i. abusive, offensive, dangerous or harassing behaviour;
  - ii. behaviour which may endanger the safety of the ship on which the Event is held, or the safety of Our staff or other people in connection with the Event;
  - iii. tampering, damaging or interfering with any part of the ship (including equipment, facilities and systems);
  - iv. climbing, standing or sitting on any safety barriers;
  - v. public nudity and acts of indecency;
  - vi. littering;
  - vii. smoking outside the designated areas;
  - viii. failing to comply with directions from Our staff;
  - ix. making excessive noise which disturbs other persons onboard; and
  - x. unlawful conduct.
- e) All attendees must behave appropriately at all times in connection with the Event. The standards of behaviour to be observed include (without limitation):
  - i. Show respect towards others at all times, including being considerate, cooperative and collaborative;
  - ii. Present and behave in an appropriate manner including in dress code, communications, actions etc;
  - iii. Take all reasonable steps to ensure own safety, including in relation to the responsible consumption of alcohol; and
  - iv. Follow the reasonable rules, policies, directions and other practices required by Us.

### ***If You See Something, Say Something***

- f) Any injuries, incidents, anomalies, illegal activity, hazards, unsafe behaviour, disruptive behaviour, security matters in connection with the Event should be reported to Us/Our staff as soon as possible.

### ***Identification Requirements***

- g) A valid passport or government issued photo identification is required for all Adults. Accepted forms of government issued photo identification include a driver's licence, proof of age cards and Government ID cards. A current Medicare card can be used for guests under 18 years of age. You are responsible for ensuring Your identification is in good condition and free from any damage. This includes but is not limited to tears, water damage, and any alterations that may render the identification invalid.

### ***Health***

- h) You must be medically, physically and mentally fit to board, and ensure that boarding will not endanger Yourself or anyone else. If You require doctor's clearance to board, it is Your responsibility to obtain that clearance. We may request that You provide evidence of such clearance to Us at any time.
- i) If You have specific needs to enable You to attend the Event (including if You require a medical mobility aid or have dietary requirements), You must notify Us at the time of Event registration, or as soon as possible, to confirm whether we can meet Your specific needs. We will make reasonable adjustments but cannot guarantee We can meet Your specific needs.



- j) The transmission of Communicable Diseases can be facilitated by people interacting or in close/casual contact environments. Cruise ships may involve the congregation of large numbers of people in an environment where they are likely to interact or come into close/casual contact with one another.
- k) You can be exposed to pathogens and Communicable Diseases at any time during the Event (including onboard, in terminals, or while ashore). Exposure to pathogens and Communicable Diseases is an inherent risk of the Event. While We have policies and procedures in place to reduce this risk, You acknowledge and accept that We cannot eliminate this risk and You accept this risk upon registering for the Event.

## 2) Changes and Cancellations

- a) Should You need to cancel Your Event registration, You must notify Us as soon as possible.
- b) Sometimes things can happen that may affect the Event. This could include changes to Laws, weather or environmental conditions, mechanical difficulties, health or safety emergencies, civil unrest, industrial action or other unforeseen circumstances outside of Our control. In these circumstances, We may need to cancel or make changes to the Event.
- c) We will take reasonable steps to notify You of any changes to or a cancellation of the Event as soon as We can. We will contact You using the contact information You provided when registering for the Event. Subject to Consumer Laws, no compensation will be payable should We modify or cancel the Event.
- d) Onboard offerings such as services, products, venues, menus and activities are subject to availability and may vary by ship and from the descriptions and images on Our marketing material. We may make changes to the onboard offerings including due to the availability of goods and services, health and safety considerations, for operational reasons, due to changes in laws or because We are seeking to refresh or improve onboard offerings. Nothing in this clause, however, affects Your rights at law including under Consumer Laws.

## 3) Prohibited and Restricted Items

- a) To ensure a safe and enjoyable time for all Our guests, items which may pose a risk to the health or safety of guests and staff, or which are illegal, must not be brought onboard Our ships including but not limited to: any item subject to a recall notice, irons, kettles, coffee machines, baby bottle warmers, candles, heating devices, illegal drugs, unapproved therapeutic goods, illicit substances, flammable liquids, weapons (including firearms, knives or blades of any kind), ammunition, animals (unless expressly permitted by Us), scooters (unless medically required and expressly permitted by Us), bicycles, skateboards, hoverboards (Flyboards or similar devices), remote control devices of any kind (such as drones), power boards with surge protection devices, cooking devices (such as hot plates), air/ BB/ pellet guns, communication scanners, wide-band receivers and satellite phones. Further, You must not carry onboard Our ships any item which is prohibited by a local Law. See Our website for more information.
- b) As part of Our commitment to the responsible service of alcohol, and to ensure the safety and security of guests and staff, guests are prohibited from bringing alcoholic beverages onboard.
- c) All bags will be x-rayed at embarkation. We may refuse to carry You or Your bags if You refuse to consent to Your bags being x-rayed.
- d) You may be required to undergo a body search. We may refuse to carry You if You refuse to consent to a body search.

- e) Any prohibited items or items which may pose a quarantine or safety risk found in Your bags or on You will be confiscated and, if appropriate, made available for collection by You at the end of the Event. If the confiscated item is not collected at the end of the Event, You must contact Us within three (3) days of disembarking to claim the item. If You do not contact Us within this time, Your item may be destroyed without further notice to You.
- f) We can deny boarding to, or disembark, any person in possession of any weapons or illicit substances. We may also confiscate these items and hand them over to Law enforcement agencies.
- g) For security purposes, prior to embarkation, We require a security photograph of every guest. Face coverings may be required to be temporarily removed for security or identification purposes.
- h) In the event You lose any items onboard, please notify the Event organiser immediately. If You have already disembarked please contact the Event organiser. Due to hygiene reasons, any unclaimed items that are considered in Our discretion unhygienic (including but not limited to items of clothing) will be destroyed at the end of the Event. All other items must be claimed within three (3) days of the Event by contacting the Event organiser. While We will provide reasonable assistance in locating any items left onboard, We are not responsible for any items misplaced, lost or left behind by You. You are responsible for Our costs incurred in returning lost items to You, such as postage fees.

#### **4) Onboard**

##### ***Shipboard Environments***

- a) There are some inherent features of cruise ships which You should be prepared for. Some noises, vibrations and smells are associated with the normal operation of the ship. Maintenance may occur in certain areas of the ship while You are onboard which may affect access to these areas. Weather or environmental conditions or other events may also require Us to restrict access to certain areas of the ship for safety reasons.

##### ***Security Cameras, Recordings and IP***

- b) For the health, safety and security of Our guests and staff, We use Closed Circuit Television (CCTV) surveillance (which may include facial recognition technology) to monitor and record public areas onboard all Our ships. We may use facial recognition technology to enable embarkation, debarkation, on all photos taken by Us during the Event, as well as any photos You upload to Our mobile app. In addition, shipboard staff may use body mounted cameras (video footage and audio recording) for the health, safety and security of Our guests and staff, and You agree to being recorded via video footage and audio by body-mounted security cameras for this purpose. The footage and any accompanying audio recording are confidential and are not available for viewing except by authorised persons, unless required or permitted by law.
- c) By attending, You consent to being and to any Children under Your care photographed or recorded, and for any such images or footage to be used by Us for promotional purposes without compensation to You and all rights, title and interest (including worldwide copyright) shall be Our sole property. Please notify Us in advance if You do not wish for images or footage of You or any Children under Your care to be used for promotional purposes.
- d) All intellectual property rights in any entertainment, performances, branding, content and any other materials provided or displayed by Us during the Event are owned by Us.

### **Children**

- e) Registration for the Event is open to Adults and Children over the age of 12 months, however Children must be accompanied and supervised by an Adult at all times.
- f) Parents and/or Guardians are at all times responsible for their Children (or Children in their care), who must be supervised at all times.
- g) If a Child displays behaviour that may reasonably be perceived by Us/the staff to be dangerous, disruptive, unsafe or the like, the 'Rights of the Captain' under clause 4)n) to o) will be applied to both parent/Guardian and Child.
- h) Some areas, amenities (including pools and spas) and entertainment are designated as 'Adults only'. Parents/Guardians are responsible for ensuring Children do not attend any restricted areas and activities onboard.
- i) Children must be toilet trained and under their parent's/Guardian's supervision while using onboard pools, spas, waterpark and waterslides. Children wearing nappies must not enter any onboard pools, spas, waterpark or waterslides.
- j) Prams and strollers will not be permitted onboard for the Event.
- k) You acknowledge that if You are embarking with a Child of whom You are not the parent or legal Guardian, You are required to notify Us and complete the "Consent Agreement to Leave Minor Onboard and Release" Form executed by the Child's parent or legal Guardian. You must carry this form with You at all times during the Event. You may be asked to make decisions relating to matters such as that Child's safety, health and dietary requirements, medical treatment and decisions relating to disciplinary matters.

### **Alcohol**

- l) We are committed to the responsible service of alcohol. There may be times when We consider it appropriate, in accordance with the Our Responsible Service of Alcohol Policy or the Rights of the Captain, to refuse the service of alcohol to a guest. A minimum age of 18 years applies for guests to purchase, possess or consume alcohol onboard. Government issued photo identification may be requested. Service is always subject to Our Responsible Service of Alcohol (RSA) Policy. Violations to the alcohol policy may result in You being denied from being served alcohol onboard.

### **Smoking and Vaping**

- m) Guests must be 18 years or over to purchase, possess or smoke including tobacco, e-cigarettes, herbal cigarettes or the like onboard. Smoking and vaping is not permitted indoors on any of Our ships. This includes in guest rooms and on private balconies. For those who smoke, there are designated outdoor areas where smoking is permitted and this information will be communicated to You onboard. Tobacco, e-cigarettes and the like must only be used in the designated smoking areas onboard.

### **Rights of the Captain**

- n) During the Event, the Captain will exercise complete control over the ship and take such actions as they think necessary to preserve the safety and integrity of the ship and the comfort, health, safety, enjoyment and general wellbeing of the guests and staff.
- o) If police or any other authority in any jurisdiction notify Us of, or We otherwise become aware of, any matter that reasonably causes Us to believe Your presence onboard might present a risk to Your health, safety, or any other person's onboard, We, and/or the Captain, may take any action reasonably necessary in response to the matter, including:
  - i) deny You boarding;



- ii) disembark You from the ship;
- iii) restrain or confine You onboard;
- iv) remove You from a particular room or area onboard the ship;
- v) search You and/or Your bags;
- vi) hand You and/or Your bags over to local authorities; and/or
- vii) refuse or cancel any bookings and/or registrations from You; and/or
- viii) Require You to take preventative, protective or remedial action.

***Environmental Policy***

- p) At all times during the Event, You are prohibited from littering, dumping, polluting or otherwise discharging anything into the ocean or waterways. Further, You must not leave unsecured items on balconies or on the upper/open decks of the ship as the wind can cause items to fall overboard.
- q) Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited.

***No Solicitation Permitted***

- r) You must not solicit or promote any products and/or services to any other person while onboard Our ships without Our prior express approval. We reserve the right to exercise Our discretion to refuse or revoke Our permission at any time. If You breach this clause, or if You fail to follow any reasonable directions with respect to this clause, We reserve Our rights to disembark You without liability for refund, payment, compensation or credit of any kind.



**5) Limitation of Liability**

- a) Nothing in these Conditions alters any rights given to You under Law (including Consumer Laws) that We cannot lawfully exclude or limit.
- b) Other than as specified in Your Contract with Us or provided by applicable Laws (including Consumer Laws), We exclude all liability in relation to or in connection with the Event unless caused by Our negligence or failure to provide services with due care and skill or that are reasonably fit for purpose.

***You agree to Indemnify Us***

- c) To the maximum extent permitted by Law, You will indemnify Us in relation to all claims, loss, damages, liability, expenses, fines, penalties or costs We incur or suffer which is caused, or contributed to (to the extent of that contribution), by Your breach of Your Contract with Us. However, You are not required to indemnify Us in respect of any amount which arises from any mistake, fraud, negligence or reckless conduct by Us.

***Limitation of liability for Recreational Services***

- d) Except for liability for significant personal injury caused by Reckless Conduct by Us or Our personnel, servants or agents, where We provide Recreational Services, We exclude liability for all Excluded Recreational Liabilities in connection with Our failure to comply with any consumer guarantees applying under the CCA.

***Limitation of Liability for Independent Contractors***

- e) Other than as provided by applicable Laws (including Consumer Laws), We exclude all liability in relation to and in connection with any good and/or service provided by an independent contractor in relation to or in connection with the Event.

***Limitation of Liability for Lost or Damaged Bags or Personal Belongings***

- f) To the extent Consumer Laws and other Laws permit Us to exclude Our liability, We will not be liable for loss of, damage to, or theft of any bags, personal items or other belongings,

unless caused by Our negligence or failure to provide services with due care and skill or that are reasonably fit for purpose.

**Contributory Negligence**

- g) You agree that Our liability will be reduced in proportion to any negligence or fault on Your part. You agree to use all reasonable efforts to report any and all incidents, complaints, claims onboard or otherwise and bring the matter to Our attention as soon as possible. You acknowledge that any delay or failure to bring any matter to Our attention whilst onboard may impact Our ability to investigate and verify the matter.

**6) Privacy**

- a) Privacy Laws safeguard Your personal information. Our Privacy Policy sets out how We handle Your personal information including how We collect, use, store, disclose and destroy Your personal information. Before registering with Us, You must read Our Privacy Policy, which can be found at on Our website: [www.carnival.com.au/about-carnival/legal-notice/privacy-notice.aspx?icid=CC\\_Footer\\_82](http://www.carnival.com.au/about-carnival/legal-notice/privacy-notice.aspx?icid=CC_Footer_82)
- b) It is a condition of registering with Us that You authorise Us to handle Your personal information (including sensitive information) in accordance with Our Privacy Policy.
- c) If You would like to access or correct Your personal information, please contact Us on:

For Australia:

Email: [australiasupport@carnival.com](mailto:australiasupport@carnival.com)

Post: PO Box 1429

Chatswood, NSW 2057

For New Zealand:

Email: [NZsupport@carnival.com](mailto:NZsupport@carnival.com)

Post: PO BOX 105874

Auckland, New Zealand 1143

**7) Miscellaneous**

- a) Your Contract with Us is governed by the Laws in force in New South Wales. You agree that any claim and/or action You bring against Us will be brought in Australia and will be subject to New South Wales' law. If You have a claim and/or action against Us, You agree only to bring an action against Carnival UK Ltd trading as Carnival Cruise Line and not any of Our related bodies corporate as defined in the *Corporations Act 2001* (Cth).
- b) By entering into Your Contract, You are deemed to represent to Us that You are not subject to any Trade Sanctions or listed on any lists of sanctioned persons for Trade Sanctions, and You are not entering into Your Contract on behalf of or for the benefit of anyone who is. You agree that You will tell Us as soon as practicable if this changes.
- c) Your Contract with Us must, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:
- i. that provision must so far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and as reasonable in all the circumstances so as to give it a valid operation; or
  - ii. if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of Your Contract with Us will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

## 8) Dictionary

In these Event Terms and Conditions:

“**Adult**” means a person aged 18 years or older.

“**Australian Consumer Law**” means Schedule 2 of the CCA.

“**Carrier**” has the meaning set out in clause 1(a).

“**CCA**” means the *Competition and Consumer Act 2010* (Cth).

“**Child/Children**” means a person below the age of 18 years.

“**Communicable Diseases**” means diseases that can spread from person to person and includes ‘Listed Human Diseases’ as defined by the *Biosecurity Act 2015* (Cth) (as amended).

“**Consumer Guarantee**” means right or guarantees a guest may have under Consumer Laws or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited.

“**Consumer Laws**” has the meaning set out in the introduction to these Conditions.

“**Contract/Conditions**” means the Event Terms and Conditions.

“**Event**” means entry onboard the vessel nominated by Us and select meals, select entertainment, select activities, and any other service/s as determined by Us.

“**Excluded Recreational Liabilities**” means liabilities described in section 139A(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease.

“**Guardian**” means a person responsible for making decisions on behalf of a person who lacks decision-making ability and includes but is not limited to a Legal Guardian, Power of Attorney and Adults specified in a completed ‘Minors travelling with a Responsible Adult’ form.

“**Law/s**” means all laws wherever applicable including any:

- a) legislation (including statutes, regulations, determinations, by-laws, declarations, ministerial directions, ordinances and other subordinate legislation);
- b) court decisions, and principles of common law and equity;
- c) mandatory code, standard or guideline; and
- d) writ, order, injunction or judgment.

“**Reckless Conduct**” has the meaning set out in section 139A(5) of the CCA.

“**Recreational Services**” has the meaning set out in section 139A(2) of the CCA.

“**Trade Sanctions**” means all applicable international and domestic (autonomous) trade sanctions including but not limited to those imposed, maintained or administered by the United Nations Security Council, the Office of Foreign Assets Control of the United States government, the European Union, His Majesty’s Treasury and the United Kingdom government and the Australian Department of Foreign Affairs and Trade.

“**You/ Your**” has the meaning set out in clause 1(a).

“**We/ Us/ Our**” has the meaning set out in clause 1(a).