

Effective 13 December 2023

## INTRODUCTION

### IMPORTANT CONTRACT TERMS THAT YOU SHOULD BE AWARE OF

It is important that You and all guests in Your booking carefully read all terms and conditions that form Your Contract with Us (including but not limited to these Conditions). We specifically draw Your attention to the following clauses in these Conditions:

- i. clause 2 provides that Cruise itineraries are not guaranteed and do not form part of Your Contract, and explains that onboard offerings may vary.
- ii. clause 5 provides that services booked in addition to Your Cruise, such as flights or hotels, are supplied by Other Service Providers and their conditions will apply.
- iii. clause 7 provides that We may refuse or cancel Your booking if You have a condition that may seriously affect Your health and safety or that of others.
- iv. clauses 17 to 24 set out Our policies and Your rights and obligations in relation to changes to and cancellations of Your booking.
- v. clause 33: sets out the action We and/or the Captain may take if Your presence or behaviour on board presents a risk to Your health, safety or those on onboard.
- vi. clause 34 deals with ports of call and explains that if You go ashore at a port of call, You do so at Your own risk.
- vii. clauses 39(b), (d), (f) and (g) outline limitations on Our liability to You in connection with Your Cruise including with respect to the supply of Recreational Services, lost or damaged luggage or personal belongings, and services provided by independent contractors;
- viii. clause 39(c) provides that You will indemnify Us for certain losses We suffer as a result of Your breach of Your contract with Us.
- ix. clause 41 authorises Us to handle Your personal information in accordance with Our Privacy Policy. The Privacy Policy also explains the circumstances in which We may disclose Your personal information to third parties.

#### **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 a Cruise 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 carry You or Your luggage 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.



## YOUR CONTRACT WITH US

### 1) Introduction to Your Contract with Us

#### ***The parties to the Contract***

- a) You are entering into this Contract with Carnival plc 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 booking.

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

**Carrier** includes the owner, operator, charterer or manager of the ship on which You book a Cruise or any substitute ship. We may or may not be the Carrier for the Cruise You have booked.

#### ***Your Contract with Us***

- b) Your Contract with Us comprises the following terms:
- this Cruise Ticket Contract ('**these Conditions**'); and
  - any additional terms and conditions that apply to Your booking that are notified to You or Your travel agent at or before the time of booking (for example: terms and conditions for promotional Fares, group bookings, corporate bookings, Ezpay, and/or wedding/vow renewals) ('**Additional Terms**'),  
(collectively '**Contract**').
- c) In the event of any inconsistency between these Conditions and any Additional Terms that apply to Your booking, the Additional Terms will prevail to the extent of the inconsistency.

#### ***When the Contract becomes legally binding***

- d) Except as set out in clause 1(e), Your Contract with Us becomes legally binding once We receive the first Payment towards Your Cruise in cleared funds. If We do not receive the first payment from You or Your travel agent either at the time of booking or within 3 days if You have requested a 3 day hold of the booking, We will cancel Your booking and no legally binding Contract will form between You and Us.
- e) If Your booking does not require any Payment for Your Cruise Fare, Your Contract with Us becomes legally binding once Your booking is created and You are issued with a booking number.

#### ***Bookings made on behalf of others***

- f) By making a payment, You represent that You accept and have authority from all guests (or their parent/Guardian) on Your booking(s) to accept on their behalf, these Conditions and any Additional Terms that apply to Your booking. Parents/Guardians or carers accept these Conditions and any Additional Terms that apply to Your booking 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 booking read them carefully and understand them.
- g) When You book Your Cruise through a travel agent, Your travel agent accepts these Conditions and any Additional Terms that apply to Your booking and enters into this Contract on Your behalf. We will send all communications in relation to Your Cruise to Your travel agent and Your travel agent is responsible for passing those communications onto You.
- h) By boarding the ship for Your Cruise, You acknowledge that You have read and understood, and agree to be bound by these Conditions and any Additional Terms that apply to Your booking.



## THINGS TO KNOW BEFORE BOOKING



### 2) Cruise itineraries are not guaranteed and onboard offerings may vary

- a) Many factors may affect Our ability to provide any particular planned itinerary. These include weather or environmental conditions, mechanical difficulties, civil unrest, health and safety emergencies, providing assistance to other vessels, or other unforeseen circumstances. **As a result, We cannot guarantee itineraries.**
- b) If We are unable to operate in accordance with Our planned itinerary, We may in some circumstances offer You assistance or compensation in accordance with clauses 23 or 24. You may also have additional rights to compensation under the Consumer Laws.
- c) Onboard offerings such as services, products, venues, menus and activities are subject to availability and may vary by ship and itinerary 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) Overview of Your Obligations

#### ***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 Cruise. We also have policies and procedures in place so that We comply with relevant Laws in relation to Your Cruise. 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 requests.

#### ***Respect Health, Safety and Security***

- c) You must conduct Yourself with due regard to the health, safety, comfort, enjoyment and general wellbeing of all persons in relation to Your Cruise.
- 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 Your Cruise. This can cover things like:
  - i. abusive, offensive, dangerous or harassing behaviour;
  - ii. behaviour which may endanger the safety of the ship on which You are travelling, or the safety of Our staff or other people in connection with Your Cruise;
  - 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 including in the ports We visit.



**If You see something, say something**

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

***Prepare Yourself for the Cruise***

- f) It is Your responsibility to ensure that at all times You are fully and properly informed about, and comply with, all Laws, orders and customs in relation to Your Cruise and which are in place at the destinations We plan to visit during Your Cruise. This covers things like:
  - i. making all necessary enquiries as to whether You need a visa and/or other documents to undertake Your Cruise, and obtaining those documents;
  - ii. obtaining vaccinations;
  - iii. finding out about risks to Your health and safety in relation to Your proposed travel in consultation with Your doctor;
  - iv. obtaining adequate international travel insurance to cover You for Your Cruise; and
  - v. ensuring Your details are registered with Us and are up to date including phone number, email, address and emergency contact details.
- g) Travel advice can be obtained from various sources. In Australia, the Australian Department of Home Affairs (<https://www.homeaffairs.gov.au/>) and <https://www.smartraveller.gov.au/>. In New Zealand, the New Zealand Immigration Service (<https://www.immigration.govt.nz/>) and <https://www.safetravel.govt.nz/>.
- h) Travel on a Round Trip Cruise from Australia will not be recognised by Australian Immigration to have left Australia and therefore the Cruise cannot be used to revalidate an Australian visa.

**4) Identification requirements**

- a) Identification requirements vary by country and government agencies/departments can change those requirements including at short notice. It is Your responsibility to ensure You comply with the requirements in place at the destinations We plan to visit at the time of boarding Your Cruise.

***For domestic itineraries***

- b) For domestic Cruises departing an Australian port that do not visit an international port, and for domestic Cruises departing a New Zealand port that do not visit an international port, 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.
- c) For Australian domestic Cruises, a current Medicare card can be used for guests under 18 years of age. For New Zealand domestic Cruises, an original or certified copy of the Child's birth certificate or a school pass with photo will be accepted for guests under 18 years of age.

***For international itineraries***

- d) For international itineraries which travel to either New Zealand or New Caledonia (1 country only), all guests are required to travel with a passport which must be valid for a minimum of three (3) months beyond the date of Your Cruise return and have sufficient blank pages for entry and exit stamps and visas for Your destination.
- e) For all other international itineraries, all guests are required to travel with a passport which must be valid for a minimum of six (6) months beyond the date of Your Cruise return and have sufficient blank pages for entry and exit stamps and visas for all destinations.

## 5) Other Services and Independent Contractors

- a) In addition to the Cruise, You may choose to book Other Services in connection with Your Cruise. This can cover things like:
- i. flights,
  - ii. transfers,
  - iii. hotels,
  - iv. shore tours,
  - v. tickets to main events,
- (‘Other Services’, and separately as ‘Other Service’).



- b) We may assist You in booking Other Services. Other Services are owned, supplied and/or operated by Independent Contractors (‘Other Service providers’). Other Service providers are solely responsible for the information and Other Service offered, and their conditions will apply.


## 6) Travel insurance

- a) We strongly recommend You purchase appropriate international travel insurance at the time You pay Your deposit. As Australian Medicare and New Zealand Accident Compensation Corporation do not cover Your travel onboard, it is important that international travel insurance is purchased for all voyages (including domestic Australian and New Zealand itineraries which do not visit international ports). If You do not purchase international travel insurance You may not be able to recover charges, medical costs, repatriation and other expenses that may be incurred if things do not go according to plan, unless You are entitled to compensation or another remedy under the Consumer Laws or in accordance with clauses 23 or 24.
- b) Some countries included in Our Cruise itineraries have a mandatory requirement that guests hold international travel insurance that has cruise coverage. If this applies to Your Cruise itinerary, You must bring printed or digital proof of Your travel insurance policy when You check-in for Your Cruise or You will be denied boarding. You are responsible for all travel insurance requirements for Your Cruise.

## 7) Your Health

- a) You must be medically, physically and mentally fit for travel, and ensure that travel will not endanger Yourself or anyone else. If You require doctor’s clearance to travel, it is Your responsibility to obtain that clearance. We may request that You provide evidence of such clearance to Us at any time.
- b) If You have a condition that may seriously affect the health or safety of Yourself or any other person onboard, We may refuse or cancel Your booking at Our discretion. We will exercise Our discretion giving reasonable consideration to Your circumstances and We will advise You of Our decision as soon as possible. Where Your booking is cancelled You may be entitled to a refund under clause 23 or Consumer Laws.
- c) Guests with restricted or limited mobility, and those with medical conditions must be self-sufficient or travel with a carer or someone who can assist with day-to-day activities. Our staff are unable to act as personal carers. Carers are at all times responsible for guests under their care.
- d) In the unlikely event of an emergency, it is important We have sufficient and specific support for guests who require additional assistance, and We have advance notice of the support required. We must be advised if You need someone to guide and steady You on stairs as lifts may not be available in an emergency, even if You are travelling with someone else who can support You. Guests who are unable to get to their assembly stations independently for any reason must be pre-registered for assistance to ensure We can provide sufficient support. All guests must inform Us of any mobility or accessibility requirements when making a booking or as soon as possible after the booking is made.

### **Communicable Diseases**

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- e) The transmission of Communicable Diseases can be facilitated by people interacting or in close/casual contact environments. Cruises involve the transportation of large numbers of people in an environment where they are likely to interact or come into close/casual contact with one another.
  - f) You can be exposed to pathogens and Communicable Diseases at any time during Your Cruise (including onboard, in terminals, or while ashore). Exposure to pathogens and Communicable Diseases is an inherent risk of Your Cruise. 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 booking with Us.

## **8) Onboard Medical Centre**

- a) Each ship has a medical centre that is staffed by qualified, licensed doctors and nurses (**medical staff**). Medical staff are available during routine clinic hours and 24 hours a day in the event of an emergency.
- b) All onboard medical centres are well equipped to handle most medical conditions that arise while onboard and are accredited to international healthcare quality standards. All of Our medical centres are only for medical needs arising onboard and cannot cater for treatments that You know You will require while on holiday. Further, medical care in the places We visit may be limited in comparison to Australia and New Zealand standards. It is Your responsibility to consider Your itinerary and Your medical needs before booking with Us.
- c) The medical centre is outside the scope of any health schemes like Australian Medicare and NZ Accident Compensation Corporation. The onboard medical centre is a private facility. Consultations, treatments and medication are charged at private rates and must be paid by You before Your final disembarkation. You may be entitled to seek reimbursement of Your medical expenses from Your international travel insurer (if applicable).
- d) While the medical centres are equipped to handle many medical conditions that arise while onboard, there may be occasions where it becomes necessary to disembark or evacuate a guest to receive further essential medical treatment. To ensure guest safety, this decision will be made by the onboard doctor and the Captain. All medical services, repatriation costs, transport/travel expenses, onshore accommodation expenses, onshore meals and the like are not included in Your Fare and must be paid by You.

## **9) Pregnant Guests**

- a) We are unable to accept any guests who will have entered their 24th week of pregnancy or later at any time during the Cruise. If You are pregnant at the commencement of Your Cruise, You must obtain a letter from Your doctor prior to embarkation which confirms You are fit to travel and specifies Your estimated due date. This letter must be produced upon request.

## **10) Specific Needs**

- a) We understand You may have specific needs to enable You to undertake Your Cruise in a safe, healthy, comfortable and enjoyable manner. Specific needs can cover things like:
  - i. using a medical mobility aid onboard such as a wheelchair or scooter;
  - ii. requiring wheelchair assistance at the cruise terminal or wheelchair accessible transfers;
  - iii. dietary requirements;
  - iv. requiring a baby cot/crib;
  - v. requiring assistive listening systems;
  - vi. requiring a carer, interpreter or other support person;
  - vii. bringing Your service dog onboard;
  - viii. administering medications via injection;
  - ix. bringing specialist medical equipment onboard;
  - x. refrigeration for medication.



- b) Due to the inherent nature and risks of travel by sea, if You have specific needs in relation to Your Cruise, You must contact Our Customer Service Team before booking Your Cruise, or as soon as possible, to confirm whether We can meet Your specific needs for Your chosen Cruise. We will make reasonable adjustments but cannot guarantee We can meet Your specific needs. Please note that in order to meet Your specific needs, We may require You to purchase a specific category of room.
- c) Guests who are bringing a wheelchair or mobility aid onboard must advise Us at the time of booking. You must provide Your own wheelchair or mobility aid and must ensure it can be stored inside Your room. Limited areas of the ship may not be wheelchair accessible. Please note that some ports can only be accessed using the ship's tenders. Tender boats and tender ports are generally not accessible to guests who use a wheelchair or with significant mobility impairments.
- d) If You take medication on a regular basis or anticipate requiring certain medication during Your Cruise, You should pack an adequate supply to cover the planned itinerary and any potential delays. Guests need to ensure they take all medication with them upon disembarkation as any medication left behind will be disposed of.

#### 11) Minimum Age to Travel

- a) Due to limited neo-natal facilities onboard and at the destinations We visit, the following minimum guest ages apply to Our Cruises:

Planned Itinerary	Minimum age to travel at date of departure
<ul style="list-style-type: none"><li>• International or Transoceanic Cruises</li><li>• Cruises with remote itineraries</li><li>• Cruises with more than 2 consecutive sea days</li></ul>	12 months
Australian domestic and New Zealand domestic	6 months

#### 12) Children

- a) For the safety and enjoyment of all onboard, there may be limits on the number of Children that can be carried within different age groups. We will advise You whether We are able to accommodate bookings for Children on the Cruise You have chosen. If We cannot accommodate Children on Your Cruise and You have already made a booking, We will notify You and offer a full refund for all guests on Your booking.
- b) For safety reasons, there must be at least one Adult occupying each room. However, for families travelling together and with inter-connecting rooms, Children may occupy an inter-connecting room to their parent/Guardian on the condition that at least one Child in the room is aged 16 years or older.

#### 13) Responsible Adult Requirement

- a) For safety reasons, and subject to applicable Laws, for Cruises departing from an Australian port between:
  - i. 1 November and 7 January, We will permit a quota of 20 guests per Cruise who are aged 18 years or under and are not accompanied by a Responsible Adult (aged 19 years or older); and
  - ii. 8 January to 31 January, We will permit a quota of 60 guests per Cruise who are aged 18 years or under and are not accompanied by a Responsible Adult, (separately known as '**the Quota**').
- b) For sailings outside of Australia, different restrictions apply. Please contact Carnival or Your travel agent for more information.



- c) Once the Quota is filled, guests who are aged 18 years or under must occupy the same room as a Responsible Adult (the '**Responsible Adult Requirement**'). When the Responsible Adult Requirement applies to Your booking, guests aged 18 years or under must at all times be supervised by the Responsible Adult. We will advise You whether the Responsible Adult Requirement applies to Your booking.
- d) We may waive the Responsible Adult Requirement at Our discretion. To request a waiver of the Responsible Adult Requirement, please email the Carnival Cruise Line Australian Support Department at [australiasupport@carnival.com](mailto:australiasupport@carnival.com), and outline Your reasons for requesting a waiver. In determining any waiver request, We will take into consideration a number of factors which may include things like the risk of an unauthorised event occurring onboard, the risk of secondary supply of alcohol to Children, or any other risks of excessive behaviour.
- e) If We have advised You that the Responsible Adult Requirement applies to Your booking and You no longer wish to travel on the Cruise, We will offer a full refund for all guests on Your booking.

## **BOOKING**

### **14) Your Fare**

- a) All Cruise Fares include:
  - i) onboard accommodation;
  - ii) select onboard main meals at designated dining options;
  - iii) select onboard amenities, entertainment and activities; and
  - iv) taxes, fees, port expenses and service charges.
- b) We offer a variety of Fare types and each one is subject to different prices and conditions, including payment and cancellation conditions. From time to time, We may also offer promotional Fares with us, which will be subject to the terms and conditions specified at the time of booking.
- c) Children are charged the same Fare as Adults unless otherwise specified. Children's meals are included in the Fare, however baby food and formula are not included. Some amenities and entertainment are subject to age and height restrictions or may be unsuitable for guests with specific needs.
- d) Additional charges may apply to some onboard entertainment, amenities, activities, and specialty restaurants. Also, a number of optional extras are available to purchase but are not included in the Fare. This may cover things like select onboard meals, beverages, Child minding services, some activities and entertainment, shore tours, shopping, Wi-Fi internet, laundry services, day spa services, fitness classes and additional dining options.

### **15) Your Booking**

- a) A booking, and payments on a booking, must only be made by an Adult aged 18 years or older.
- b) When You or Your travel agent on Your behalf makes a booking and/or makes changes to a booking, You represent to Us that You have authority from all guests in Your booking.
- c) It is essential that all of Your booking details are correct and up to date. As soon as You receive Your Booking Confirmation, You must check that all details are correct. If any details are incorrect, please contact Us or Your travel agent.
- d) Please note every guest in Your booking will have access to the booking (excluding credit card details), and that any Adult named on Your booking can make changes to the booking.



### **Prices and Extras**

- e) All prices are quoted in Australian dollars, unless otherwise specified. Onboard currencies are either in AUD or USD and vary by ship and region. In the event that a displayed price is incorrect, subject to any requirements under the Consumer Laws, We may retract the price and/or withdraw the Cruise from sale and refund any payments made at the incorrect price.
- f) Sometimes We will release promotional Fares. These can be offered and withdrawn at any time. If after booking You choose to change to one of Our promotional Fares, You may need to cancel Your existing booking and Our cancellations policy outlined in clause 18 will then apply.

### **16) Payments**

- a) Your booking is not secure until an initial deposit in cleared funds is received by Us. Your deposit and final payment due dates will be indicated on Your Booking Confirmation, which are subject to any Additional Terms that apply at the time You make Your booking. We will send You or Your travel agent a reminder email shortly before a payment is due. If You miss a payment due date, Your booking will be cancelled automatically and Our cancellations policy will apply in accordance with clause 18. Please contact Our Customer Service Team if You need to request an extension before the payment due date.
- b) A deposit is required for all guests on the Cruise. The amount of the deposit will be specified at the time of booking and set out in Your booking confirmation.

### **Final Payment**

- c) The payment schedule for the remaining balance will be specified at the time of booking and set out in Your booking confirmation. Bookings and some promotional Fares made within the final payment period will require payment of the full Fare at the time of booking.
- d) When booking through a travel agent, they may have different payment conditions that will apply to Your booking. Please check with Your travel agent at the time of booking.



### **CHANGES OR CANCELLATIONS BY YOU**

#### **17) Changes by You**

- a) The following applies to make changes to the guest details on Your booking to correct a spelling mistake or replace a guest:

	<b>FEE PER NAME CHANGE/GUEST REPLACEMENT</b>
For bookings outside the final payment period	\$50 per change
For bookings within the final payment period	No changes are permitted and our cancellation policy in clause 18 will apply
Restricted Fares	No changes are permitted and our cancellation policy in clause 18 will apply

Please be aware that one original guest from the booking must always remain on the booking or the booking will be subject to the applicable cancellation charges.

- b) If the cancelling guest was the only person that qualified the booking for a promotional Fare (eg: past guest Fare), additional and remaining guests will no longer be entitled to the promotional Fare including any applicable offers. The remaining guests may cancel the booking in accordance with the cancellation policy in clause 18, and charges may apply. If the remaining guests wish to proceed with the booking, the booking will revert to the market Fare available at the time the qualifying guest cancels and the remaining guests will need to



pay the difference in cost, if any, between the promotional Fare and the market Fare. If a cancellation results in You becoming the sole occupant of a room, You must pay the single person supplement.

- c) New guests added to bookings, and new bookings made within 48 hours of departure will be asked to enter their passport information at the time of booking in Navigator for security clearance. Please note, We are unable to accept new bookings or new guests on existing bookings after 5pm (Sydney time) on the day prior to departure.
- d) If You make a booking through Your travel agent, You must contact Your travel agent to make changes to the booking.

#### 18) Cancellation by You

- a) Should You need to cancel Your booking, You must notify Us as soon as possible. If You made a booking through Your travel agent, You must contact Your travel agent if You wish to cancel Your booking.
- b) Subject to any Additional Terms that apply to Your booking, and except where clauses 23 and 24(a) apply, when You cancel Your Cruise, We will refund the amount shown in the following table. You may also be entitled to a refund under the Consumer Laws, and nothing in this clause affects that entitlement.

Refund Schedule – For sailings up to 5 days excluding Alaskan, European, Transatlantic and Panama Canal Cruises	
Days Prior to Cruise Departure that You Cancel	Refund Amount*
76+	Full refund provided
56 – 75	Total Fare minus deposit amount
30 – 55	50% of Total Fare
15 – 29	25% of Total Fare
0 – 14	No refund

Refund Schedule – For all Cruises 6 days or longer as well as all Alaskan, European, Transatlantic and Panama Canal Cruises	
Days Prior to Cruise Departure that You Cancel	Refund Amount*
91+	Full refund provided
56 – 90	Total Fare minus deposit amount
30 – 55	50% of Total Fare
15 – 29	25% of Total Fare
0 – 14	No refund

Note: "Total Fare" is the total amount payable to Us for Your booking.

\*Unless otherwise stated, the Refund Amount is determined by reference to the Total Fare (including taxes, fees, port expenses and service charges), less any third party charges for which We are liable even if You cancel e.g. onshore activity cancellation charges.

- c) If You book through a travel agent or another third party they may have different cancellation and refund terms which apply to Your booking. Please ensure You check these at the time of booking.



#### **19) How We process refunds**

- a) For payments made through Your travel agent, refunds will be issued by Us back to Your travel agent. We are not liable for any failure of Your travel agent to remit a refund to You.
- b) For bookings made directly with Us, refunds will be processed by cheque.
- c) For payments made using a gift card (for example: a Visa Gift card), refunds will be issued back onto the gift card, so it is important You do not discard any gifts cards used towards Your Cruise Fare.

### **CHANGES OR CANCELLATION BY US**

#### **20) When We may need to change or cancel Your booking**

- a) Sometimes things can happen that may affect Your Cruise. 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 Your booking.
- b) We also may make changes or cancel Your booking due to circumstances that are within Our control for operational reasons.
- c) Changes made by Us may take the form of a:
  - i) change to the planned itinerary;
  - ii) charter of all or part of the ship; or
  - iii) change of the ship.

#### **21) Notifying You of changes or cancellations**

- a) We will take reasonable steps to notify You of any changes to or a cancellation of Your Cruise as soon as We can. If You booked Your Cruise directly with Us, We will contact You using the contact information You provided in Your booking. If You make a booking through Your travel agent, We will notify Your travel agent and Your travel agent is responsible for contacting You about any changes or cancellations.
- b) Sometimes changes are made at short notice prior to departure or during the Cruise. As Your itinerary is not guaranteed, please take this into account and We recommend that You do not make any important arrangements or meetings based on the planned itinerary.

#### **22) Room Changes**

- a) We might need to change Your room allocation before or during Your Cruise for operational reasons including health and safety matters, when the number of people booked in the room is less than the number of beds in the room (for example, 2 people booked in a quad room), or if You have selected a wheelchair accessible room and do not require one.
- b) We may upgrade You to a higher room grade at no extra charge and without consultation. If You have chosen Your booked room for a particular reason or You are travelling as a group and do not want to be considered for an upgrade, please let Your travel agent or Our Customer Sales & Service team know at the time of booking.
- c) At the time of booking, You may choose not to select a specific room. In those circumstances, You will select and purchase a room grade, however Your specific room will be assigned at Our discretion (this is known as a '**Guarantee**').

#### **23) Your options if We cancel Your Cruise**

- a) If We cancel Your Cruise for any reason prior to Your departure, We will offer You a full refund of Your Cruise Fare. We might also offer You the choice of alternative compensation



instead of a refund, such as a Future Cruise Credit. You may also have additional rights (including under the Consumer Laws) where We have cancelled Your Cruise.

## 24) Your options if We make changes to Your Cruise

### a) ***Changes within Our control***

Where a significant change is made to Your itinerary prior to departure and this is due to a circumstance within Our control, for example for operational or commercial requirements, You will have the choice of:

1. accepting the new itinerary;
2. a Future Cruise Credit to the value of Your Fare paid; or
3. cancelling the Cruise for a full refund of Your Fare paid.

For the purposes of this clause, '**significant change**' means a change to the city of departure or disembarkation, or to the majority (by number) of the other ports in Your itinerary.

You may also have additional rights (including under the Consumer Laws) where We have made a change to Your Cruise.

### b) ***Changes for reasons outside Our control***

It may be necessary to change the itinerary due to safety, compliance with Laws, weather or environmental conditions, to protect human life or health or other factors outside Our control. We will not provide any compensation in connection with the revised itinerary unless Consumer Laws require otherwise.

## GETTING READY TO GO AND EMBARKATION

## 25) Prohibited and Restricted Items

- a) For health and safety reasons, each piece of luggage must not weigh more than 32kg. Airlines may have other limits.
- b) To ensure a safe and enjoyable holiday for all Our guests, items which may pose a risk to the health or safety of guests and crew 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, 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.
- c) As part of Our commitment to the responsible service of alcohol, and to ensure the safety and security of guests and crew, guests are prohibited from bringing alcoholic beverages onboard. In addition, the following beverage items cannot be brought onboard Our ships:
  - i) plastic or glass bottled drinks (including water);
  - ii) slab packs (cartons) of canned drinks; and
  - iii) tetra pack drinks (including fruit juice poppers).

Each guest can bring onboard a maximum of 12 non-alcoholic canned drinks loosely packed in hand luggage.

- d) All luggage (including hand and check-in) will be x-rayed at embarkation. We may refuse to carry You or Your luggage if You refuse to consent to Your luggage being x-rayed.



- e) You may be required to undergo a body search. We may refuse to carry You if You refuse to consent to a body search.
- f) Any prohibited items or items which may pose a quarantine or safety risk found in hand or checked-in luggage or on You will be confiscated and, if appropriate, made available for collection by You at the end of the Cruise. If the confiscated item is not collected at the end of the Cruise, 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.
- g) 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.
- h) 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.
- i) Please make sure that all valuable and important items, such as jewellery, medicines, fragile items, and camera/computer/electrical equipment are carried in Your hand luggage and not packed in Your main luggage/suitcase or left unsecured in Your room or elsewhere onboard ship. Once onboard, all valuables and important items should be stored in Your in-room safe.
- j) In the event You lose any items onboard, please notify Guest Services immediately. If You have already disembarked please contact Our Guest Services team. 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 Cruise. All other items must be claimed within three (3) days of disembarking Your Cruise by contacting Our Guest Services team. You are responsible for Our costs incurred in returning lost items to You, such as postage fees.

## **26) Security Cameras**

- a) For the health, safety and security of Our guests and crew, We use Closed Circuit Television (CCTV) surveillance (which may include facial recognition technology) to monitor and record public areas onboard all Our ships. In addition, shipboard crew may use body mounted cameras for security purposes. This footage and any accompanying audio recording are confidential and is not available for viewing except by authorised persons, unless required or permitted by law.

## **ONBOARD**

## **27) Shipboard Environments**

- a) There are some inherent features of travel by cruise ship 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.
- b) Movement in all directions is an inherent feature of travel by cruise ship. Some guests may experience motion sickness, nausea and/or vertigo as a result of the motion of the cruise ship. Unsecured or loose items can also move unexpectedly as a result of the motion and cause damage.



## 28) Onboard Purchases

- a) All of Our ships operate on a 'cashless' system. During pre-boarding procedures, every guest will be issued a Sail & Sign® Card which will also act as Your room key. The Sail & Sign® Card is linked to Your onboard account and is the only payment method accepted for onboard purchases, which are charged in the onboard currency. See [https://help.carnival.com.au/app/answers/detail/a\\_id/70/~/-what-is-the-currency-onboard%3F](https://help.carnival.com.au/app/answers/detail/a_id/70/~/-what-is-the-currency-onboard%3F) to find out the onboard currency.
- b) When You check-in, You will be required to present a Visa, MasterCard or American Express which will be associated with Your Cruise Card and charged for all onboard purchases. As an alternative to registering a Visa, MasterCard or American Express, You can add funds to Your Sail & Sign® Card at the self-service cash kiosks onboard. The self-service kiosks allow You to top up Your Sail & Sign® Card. ATM fees may apply.
- c) If You choose to register a Visa, MasterCard or American Express, at the end of each day, We will charge Your registered card for all purchases made with Your Sail & Sign® Card on that day. If the registered card has the name of a guest printed on the card, then it must match the name of the guest's photo ID used to embark the ship.
- d) Any refunds owed for transactions on Your Sail & Sign® Card should be collected at the Sail & Sign® kiosk before disembarkation. Otherwise, these will be refunded to the account owner via cheque in Australian dollars. As specified at the self-service kiosks onboard, unless otherwise advised by You prior to disembarking Your Cruise, You acknowledge and authorise Us to automatically retain uncollected refunds for amounts less than AUD \$5. If after disembarking Your Cruise You would like a refund of any amounts retained under this clause, please contact Our Customer Service Team by emailing [SSRefunds@carnival.com](mailto:SSRefunds@carnival.com) and We will provide a refund. Cheques issued under this clause are subject to an AU\$3.00 handling and shipping fee, which will be automatically deducted from the refund.
- e) All onboard accounts must be settled in full before You leave the ship at the end of Your cruise. Should You fail to settle Your onboard account before disembarking the ship, We reserve the right cancel any existing or future bookings You may have with Us (and Our affiliate brands) and retain the outstanding sums from any refund due to You, without prejudice to any other remedies We may have under these Conditions or by law.

### **Service Fees**

- f) Service fees apply to all onboard credit card transactions. The service fee for Visa credit and MasterCard credit transactions is 1.1%. For American Express the service fee is 2.75%. There is no fee for Visa debit & MasterCard debit or pre-paid/travel Visa & MasterCard transactions where the card is issued by a bank in Australia or New Zealand. Service fees are subject to change and will be advised onboard. We recommend that You check with Your card issuer in advance of making any payments to confirm whether transactions on Your card attract a foreign processing fee.

### **Bank Holds**

- g) On embarkation day, a bank hold of between \$100 and \$200 in the onboard currency will be placed on Your nominated credit or debit card to ensure the card is valid. The amount of this original hold will vary depending on the Cruise length. If and when Your onboard expenditure exceeds the original hold, additional holds will be placed on Your card to check sufficient funds are available (which may show as 'pending'). This can sometimes look like a double charge for individual purchases or for Your final balance.
- h) At the end of Your voyage, We will release all holds and charge Your nominated card a lump sum equal to Your total onboard expenditure throughout the Cruise. Please note that while We release all holds at the end of the Cruise, Your individual bank's terms and conditions apply



and some banks can take up to 30 days to release the held funds back to You. As such, please ensure You have sufficient funds available in Your account to cover any bank hold(s) as well as Your final charge. We cannot be held responsible for any bank-imposed charges including if Your account is overdrawn. If You experience any delay having the held funds released back to You, You should contact Your bank.

- i) If You would prefer to use cash for Your onboard account, You can deposit this once on board via the kiosk.

#### ***Onboard Casino Player Bank Balances***

- j) For refunds of onboard Casino player bank balances, We recommend collecting Your balance before closure of the Casino on the final sea day. Refunds for uncollected Casino account balances are issued by refund cheque. You will need to visit the Ocean Players Club website (<https://oceanplayersclub.com/contact/balance-request/>) and complete the online form to confirm Your contact details.

#### ***Onboard Credit/Onboard Spending Money***

- k) Onboard Credit ('OBC'), which may also be referred to as Onboard Spending Money, may sometimes be offered as part of a promotional campaign or promotional Fare ('**Promotional OBC**') or it can be pre-purchased ('**Purchased OBC**'). OBC is a monetary amount in Australian dollars which is applied to Your onboard account to be used for onboard purchases.
- l) Unused Promotional OBC will expire at the end of Your Cruise and is not redeemable for cash and non-refundable (unless required by the Consumer Laws). Any Purchased OBC will be refunded at the end of the Cruise if not used. All types of OBC are not transferable, including for back-to-back Cruises or to other guests.

### **29) Travelling with Children**

- a) Parents and/or Guardians are at all times responsible for their Children (or Children in their care), who must be supervised at all times.
- b) If a Child displays behaviour that may reasonably be perceived by Us/the crew to be dangerous, disruptive, unsafe or the like, the 'Travel Restrictions and Rights of the Captain' under clause 33 will be applied to both parent/Guardian and Child.
- c) 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.
- d) 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.
- e) Prams and strollers must be collapsible and capable of being stored in Your cabin.
- f) You acknowledge that if You are travelling 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 Your Cruise. 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.
- g)



- h) Parents/Guardians must not disembark the ship without their Children (or Children in their care) unless they have pre-arranged for an Adult or the Kids Club to supervise their Child while they are not onboard.

#### **Youth Programs**

- i) We offer Youth Programs onboard each ship for Children aged between 2 and 17 years of age. The Youth Programs are included in the Cruise Fare. Availability in the Youth Programs and use of the associated facilities is limited and provided on a first-come-first-served basis. Restrictions apply to use of the Youth Program facilities which will be advised before You enter the Youth Program facilities.
- j) Use of Kids Clubs requires daily registration and entry is on a first-come-first-served basis as places are limited. Group Child minding for Children 1-11 years is available between 10:00pm and 1am, for a fee.
- k) At all times We reserve the right to exercise Our discretion and refuse participation in the Youth Programs or access to the Youth Programs' facilities.

### **30) Alcohol & Gambling**

- a) We are committed to the responsible service of alcohol and responsible gambling. 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. In these circumstances, no refund or compensation will be paid including for any beverage packages that apply. The following minimum ages apply for guests to purchase, possess or consume alcohol onboard:

<b>Planned Itinerary</b>	<b>Minimum age</b>
Domestic Cruise departing and returning to: <ul style="list-style-type: none"><li>• Australia;</li><li>• New Zealand;</li><li>• Europe;</li><li>• China;</li><li>• Hong Kong;</li><li>• Singapore; or</li><li>• Taiwan</li></ul>	18 years of age
Domestic Cruises departing and returning to Japan	20 years of age
All other Cruises	21 years of age

- b) Government issued photo identification may be requested.
- c) All drinks packages that include alcohol are limited to 15 alcoholic beverages per 24-hour period (6am to 6am) and service is always subject to Our Responsible Service of Alcohol (RSA) Policy. Alcoholic beverages requested above this limit are charged at regular menu prices. Non-alcoholic beverages have no daily limit.
- d) Guests who purchase alcohol at any port of call or at onboard shops will have their alcohol stored by Us and delivered to their room on the date of disembarkation. You acknowledge that We may inspect beverages which We reasonably suspect to be containing alcohol.
- e) Guests must be aged 18 years or older to gamble onboard.
- f) Violations to the alcohol policy may result in You being denied from being served alcohol onboard.



- g) The use of any recording or camera technology by guests in the casino is prohibited.

### 31) Smoking and Vaping

- a) 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.
- b) Violations to the onboard smoking policy may result in a cleaning fee of up to \$500 for each occurrence, which will be charged to Your onboard account.

### 32) Additional Cleaning

- a) You must not cause wilful or neglectful damage while onboard the Cruise. You must reimburse Us for any damage You cause. Also, violations of this policy which require additional cleaning will result in a fee of up to \$500 for each occurrence, which will be charged to Your onboard account.

### 33) Travel restrictions and rights of the Captain

- a) During the Cruise, 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 crew.
- b) You are at all times responsible for ensuring that no travel restrictions apply to You and any Children in Your care or custody.
- c) 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, Your luggage and/or Your room;
  - vi) administer medication to You including use of sedatives (via the onboard doctor or nurse);
  - vii) hand You and/or Your luggage over to local authorities; and/or
  - viii) refuse or cancel any bookings from You;
  - ix) Require You to take preventative, protective or remedial action; and/or
  - x) Require You to undertake medical testing.
- d) In such cases, We are not responsible for any expenses including Your return home. In addition, You will not be entitled to any refunds or compensation from Us unless required by the Consumer Laws.

## PORTS OF CALL

### 34) Ports of Call

- a) Guests may choose to go ashore at a port of call. In the event that You go ashore, You acknowledge and agree that You do so at Your own risk. You are responsible for familiarising Yourself with, and adhering to, the local laws, regulations and customs. Additionally, We take no responsibility for any injury, death, loss and/or damage that occurs while You are not onboard the ship. Food must not be taken off the ship at any port of call as it can result in penalties.



## DISSEMBARKING

### 35) Leaving the Cruise early or late returning to the ship

- a) If You depart the ship at a port of call, You must ensure that You return to the ship prior to the cut-off time nominated by Us. Re-embarkation deadlines apply and may be strictly enforced.
- b) If You are required, or choose, to leave the Cruise for any reason (unless caused by Our negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), We are not responsible for any expenses, including Your return home. This also applies if You do not return to the ship in time for sailing after a port visit. Subsequent boarding is not guaranteed and may be denied. You will not be entitled to any refunds or compensation from Us unless the Consumer Laws provide otherwise.
- c) It is important to be aware that it will not always be possible to leave a Cruise early, even when on an Australian domestic itinerary. Some Australian ports have strict border and quarantine restrictions which prevent cruise ship guests from discontinuing the Cruise in that port, even if they are an Australian passport holder. Many international ports also have strict border restrictions and visa requirements. For cruises departing in the United States, the *Passenger Vessel Services Act ('PVSA')* prohibits the transportation of passengers between two different US ports. You must not, in breach of the PVSA, embark and disembark at different US ports or otherwise purposefully cause a violation of the PVSA. Breaches of this clause will be subject to clause 38(c).

### 36) Lost luggage and personal belongings

- a) You are at all times responsible for Your belongings. Also, it is Your responsibility to remove all of Your belongings from the room prior to disembarking the ship.
- b) 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.
- k) Once You disembark the ship, You must collect Your checked luggage as soon as it is available for collection. 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 Cruise. All other items must be claimed within three (3) days of disembarking Your Cruise by contacting Our Guest Services team. You are responsible for Our costs incurred in returning lost items to You, such as postage fees. If You pick up the wrong luggage, it is Your responsibility to immediately return the luggage to Us and at Your own expense.

## OUR VALUES

### 37) Environmental Policy

- a) At all times during Your Cruise, 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.
- b) All guests must adhere to Our environmental policy as follows:
  - i) Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Any wilful or negligent act of discharging or releasing any unauthorised item overboard, without the express permission of the ship's staff, may result in a \$500 charge, per violation, posted to Your onboard account.
  - ii) Additionally, You may be charged the reimbursement cost of any unauthorised property belonging to Us that You discharge or release overboard. Subject to applicable Laws,



You agree to indemnify Us for any loss caused by Your wilful or negligent conduct in contravention of this clause.

- iii) You may be disembarked for violations of Our Environmental Policy and You will be responsible for all financial charges and expenses to return home. No refund of Your unused Cruise Fare will be provided. Additionally, You may be prohibited from sailing with Us and Our affiliate brands in the future.



## **LIMITATION AND EXCLUSION OF OUR LIABILITY AND INDEMNITY BY YOU**

### **38) 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 Your Cruise 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.
- e) In this clause:
  - i. **Reckless Conduct** has the meaning set out in section 139A(5) of the CCA.
  - ii. **Excluded Recreational Liabilities** means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction, aggravation or acceleration of any disease; and
  - iii. **Recreational Services** has the meaning set out in section 139A(2) of the CCA.

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

- f) 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 Your Cruise (including but not limited to all Other Services).

#### ***Limitation of Liability for Lost or Damaged Luggage or Personal Belongings***

- g) 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 luggage, 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***

- h) You agree that Our liability will be reduced in proportion to any negligence or fault on Your part.



#### **Notification of Incidents, Complaints or Claims**

- i) 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.

#### **39) Choice of Law and jurisdiction**

- 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 Us, You agree only to bring an action against Carnival Plc trading as Carnival Cruise Line and not any of Our related bodies corporate as defined in the *Corporations Act 2001* (Cth).

#### **40) Compliance with Trade Sanctions**

- a) You acknowledge and agree that at any time, if We reasonably believe that Your participation in the Cruise may expose Us to breach of Trade Sanctions or expose Us to legal liability in relation to Trade Sanctions, We have the right to cancel Your Contract without liability or any obligation to refund of any portion of Your Fare.
- 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.

#### **41) Interpretation**

- a) All provisions, limitations, exemptions, rights and conditions given to Us by these Conditions, including the right to rely on the exclusive jurisdiction clause, are extended to all of Our employees, agents, direct or indirect subcontractors (including sub-subcontractors, the Carrier and the Carrier's employees, agents, direct or indirect subcontractors) and to any other party employed by or on behalf of Us, or whose services and/or equipment have been used in order to perform Your Contract with Us (the '**Protected Entity**'). We are acting as agent or trustee for all members of the Protected Entity. The Protected Entity does not include Other Service providers referred to in clause 5.
- b) In these Conditions, headings are for ease of reference only and do not affect the interpretation or meaning of these Conditions.

#### **42) Severability**

- a) 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.



## PRIVACY

### 43) 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 making a booking 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 booking 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

## DICTIONARY

### 44) Dictionary

In these Booking and Travel 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"** has the meaning set out in clause 1(b).
- "Cruise"** means carriage onboard the vessel nominated by Us and onboard accommodation, select main meals, select entertainment, select activities, and any other service/s as determined by Us.
- "Excluded Recreational Liabilities"** means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease.
- "Fare"** means the amount paid by, or payable by, You to Us for Your Cruise.
- "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.



**"Other Service/s"** has the meaning set out in clause 5(a).

**"Other Service Provider/s"** has the meaning set out in clause 5(b).

**"Protected Entity"** has the meaning set out in clause 41.

**"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.

**"Responsible Adult"** means an adult aged 19 years or older.

**"Responsible Adult Requirement"** has the meaning set out in clause 13(c).

**"these Conditions"** has the meaning set out in clause 1(b)(i).

**"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, Her 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).