TERMS AND CONDITIONS

# TERMS AND CONDITIONS

#### INTRODUCTION

These are the Terms & Conditions under which you book and travel on any Princess Cruises product we sell you. You are bound by these 'Terms & Conditions', so it is important that you read them carefully.

We/Our/Us means Carnival plc, trading as Princess Cruises and, where the context permits, includes the Carrier. PCL means Princess Cruise Lines Ltd, a Bermudan company. Carrier means PCL, except for bookings on Sea Princess, Sun Princess and Dawn Princess where Carrier means Carnival plc. In selling you cruises and issuing you tickets, Carnival plc acts as a sales agent for PCL, except for bookings on Sea Princess, Sun Princess and Dawn Princess where Carnival plc acts as principal.

You are entering into this contract with Carnival plc trading as Princess Cruises, ARBN 107 998 443.

Certain laws such as the Trade Practices Act 1974 (Cth) and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for your protection. They are designed to ensure the services provided by us (and, where applicable, the Carrier), are provided with due care and skill and are reasonably fit for a holiday. These Terms & Conditions do not alter any protection given to you by consumer laws.

All prices are correct at the time of publication and are quoted in Australian dollars.

#### YOUR AGREEMENT WITH US

When you first make a payment towards your cruise holiday, you accept our Terms & Conditions on behalf of all passengers in the booking. Once we have received a payment, an agreement on these Terms & Conditions becomes effective between all passengers in the booking, Carnival plc and, where applicable, the Carrier.

#### PAYMENTS

Once you have decided on your holiday, we will need a deposit to secure your booking. It is essential that deposits are received by us within 3 days from when the booking is made. If payment is not received within this time, our system will automatically cancel your booking.

	Per adult 13 years and over	Per child under 13 Years
Cruises 6 nights or less	\$200	\$100
Cruises between 7-16 nights	\$400	\$200
Cruises between 17-25 nights	\$750	\$350
Cruises between 26-59 nights	\$1,500	\$750
Cruises more than 60 nights (including full World Cruise)	\$4,000	\$2,000

Full Fare – Final payment for cruises up to 25 nights is 30 days prior to departure. For cruises of 26 nights or more, final payment is due 45 days prior to departure.

Princess Saver – Final payment for cruises up to 25 nights is 75 days prior to departure. For cruises of 26 nights or more, final payment is due 90 days prior to departure.

#### All prices in this brochure are the Princess Saver fares.

If you are making a booking within the 'final payment due' period of your selected cruise, full payment is required at the time of booking.

Please note that all passengers with a booking must travel on the same fare type. It is essential that you make final payment by the due date and in accordance with the type of fare you have purchased. If payment is not received, bookings will be automatically cancelled and our 'Cancellation & Refunds' policy will apply.

#### TRAVEL INSURANCE

We strongly recommend you purchase appropriate international travel insurance once you have paid your deposit. If you do not purchase travel insurance, you will not be able to claim for any cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

## **CANCELLATION & REFUNDS**

Although we would love to see you on board, we understand that plans can change. Should you need to cancel your holiday, we ask that you notify your Travel Agent or our Customer Service Team at your earliest convenience. The refund or cancellation charge that will be payable depends on the amount of notice you give us and the type of fare you have purchased as follows:

#### Full Fare

Days Prior to Departure	Cancellation Charge	
31 days or more	Full refund +	
22-30 days	25% of total fare +	
15-21 days	100% of total fare +	
14 days or less	100% of total fare +	

Additional fees charged by airlines will be passed on to the passenger.

### **Princess Saver**

Days Prior to Departure	Cancellation Charge
181 days or more	Full refund
71-180 days	Deposit amount +
43-70 days	25% of total fare +
15-42 days	50% of total fare +
14 days or less	100% of total fare

Additional fees charged by airlines will be passed on to the passenger.

### YOUR FARE

Your fare is determined by the number of passengers in your stateroom, its location on the ship, the amenities offered, any discounts, port charges, government taxes, any airfares including taxes and fees, any transfers and any hotel accommodation. Child fares, where applicable, only apply when children occupy the 3rd or 4th bed in a stateroom.

#### **FARE CHANGES**

Once booked, your fare is only subject to any increased taxes, which will be added to the fare or to your on board account.

Sometimes we will release special fares. These can be offered and withdrawn at any time. If you decide to change to one of these fares, you will need to cancel your existing booking and our Cancellation & Refunds policy will apply.

## **FUEL SUPPLEMENT**

We may elect to impose a fuel supplement at any time, which will apply to new bookings only. The total price quoted to you at the time of booking will be inclusive of any applicable fuel supplement.

### **BOOKING CHANGES & TICKET REQUESTS**

Once you have made your booking, please check your invoice, 'Cruise Personaliser', or with your Travel Agent to ensure the details are correct.

Should you need to make changes to your booking or request tickets, the following administration charges will apply:

Changes/Requests	Our Charge	Additional Charges
Spelling Correction (per person)	\$0	1
Replacement Passenger* (per person)	\$25	1
Re-issue of pre-cruise pack	\$0	
Air ticket Re-Issue (per request)	\$25	1

\*One original passenger from the booking must always remain in the stateroom. If the cancelling passenger was the only person that qualified the booking for a special discount (eg: past passenger fare), additional and remaining passengers will no longer be entitled to this discount. The booking will revert to a different fare and the remaining passengers will need to pay the difference in cost, if any.

Flights – all changes and requests subject to relevant airline charges.

#### PRFGNANC)

We are unable to accept any passengers who will have entered their 24th week or later of pregnancy by the end of the cruise.

### MINIMUM AGE TO OCCUPY A STATEROOM

To ensure there is suitable supervision, there must be at least one passenger in each stateroom of the following minimum age:

	Sun Princess or Dawn Princess	All other Princess ships
Nov-Dec	21 years*	21 years
Jan-Oct	18 years	21 years

\*Any passenger under 21 years of age on the day they board the cruise, must travel in the same stateroom as their parent or legal guardian.

## CHILDREN

Children love to cruise and Princess Cruises welcomes them on board. Due to limited neo-natal facilities on board and at ports of call the following minimum ages apply:

Itinerary	Minimum age to travel
Alaska, Australia, New Zealand, Canada, Caribbean, Mexico, Europe and Panama Canal	6 months
All other itineraries	12 months

In addition, infants aged between 6 months and 3 years must remain with their parent/guardian at all times.

For the safety and enjoyment of all on board there are limits on the number of children that can be carried within different age groups. The age of the passenger on the day they board the cruise, is the age we use for the entire holiday. We will be able to advise you at the time of booking whether we are able to accept bookings for children on the cruise you have chosen.

Parents/guardians are responsible for children at all times. If a child displays dangerous or disruptive behaviour, the 'Rights of the Captain' (see page 30) will be applied to both parent/guardian and child.

Children's access to pools and spas may be restricted and adult supervision is required.

#### **CHILDREN CENTRES**

Children less than 3 years of age are welcome to use the Children Centre's facilities under the direct supervision of their parent/guardian. To attend the Children Centres without a parent/guardian, children need to be over 3 years of age and toilet trained.

Use of the Children Centres requires daily registration and entry is on a first-come-first-served basis as places are limited. On all ships, except Pacific Princess and Royal Princess, group child minding for children 3-12 years is available between 10pm and 1am for a charge.

#### REQUIREMENTS TO TRAVEL

Passports, visas and vaccinations are your responsibility.

Without the necessary passport, visas and/or vaccinations local authorities may deny you boarding, prevent you from going ashore, issue a fine or deny the ship entry into the port.

Passports are required and must be valid for a minimum of 6 months beyond the date of the cruise return. In addition, travel on our cruises will not revalidate an Australian re-entry visa.

Australian residents travelling on Sun Princess or Dawn Princess do not need a passport or visa for any cruise that does not visit a foreign port; however, government issued photo identification is required (Queensland Proof of Age cards will not be accepted). A current Medicare card can be used for passengers under 18 years of age.

#### ILLICIT ITEMS

To ensure a safe and enjoyable holiday for all our passengers, it will be necessary for our staff and others parties, such as port and government agencies, to search you and your luggage. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons or illicit substances.

#### ALCOHOL & GAMBLING

We are committed to the responsible service of alcohol. There may be times when we consider it appropriate to refuse the service of alcohol to a passenger for any reason. On the day of embarkation, passengers may bring on board one bottle of wine or champagne to celebrate, provided they are 21 years of age or over (or, on Sea Princess, Sun Princess or Dawn Princess, provided they are 18 years of age or over). Wines and/or champagne brought on board and consumed in the dining room or alternative restaurants will be subject to USD15 per bottle corkage (except when travelling on board Sun Princess or Dawn Princess where it is AUD20 per bottle corkage). Any other alcohol purchased ashore will be collected at the gangway for safe keeping and will be returned to you on the last day of your cruise.

Passengers must be 21 years of age or older to purchase and drink alcohol or gamble on board Princess ships at all times, (except on board Sea Princess, Sun Princess or Dawn Princess, when they are travelling outside of U.S. waters, passengers must be 18 years or older). Photo identification may be requested.

#### YOUR HEALTH

We care about the health and safety of our passengers. To assist, please advise us at the time of booking if you have any condition that requires medical attention, medication or special treatment. We may also ask you to complete a health questionnaire.

If a passenger has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person on board, we can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise you as soon as possible. Provided you have given us all relevant information about the condition at the time of booking, you will be entitled to a full refund if we cancel your booking on the basis of this condition.

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#### ON BOARD MEDICAL CENTRE

Each ship has a Medical Centre that is staffed by registered doctors and nurses, who are available during scheduled times to provide medical care for everyone on board. They are also available 24 hours a day, 7 days a week for medical emergencies. Our Medical Centre is only for medical needs arising on board and cannot cater for treatments that you know you will require while on holiday.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any passenger arising from any advice, treatment, care, services or any omission by medical staff. These medical providers exercise their own medical judgement and expertise.

### ON BOARD MEDICAL CHARGES

All cruises on our ships are outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation (ACC) and private health insurance. Consultations, treatments and medication are charged at private rates and must be paid by you and claimed through your travel insurance.

#### OTHER SERVICE PROVIDERS

While we specialise in cruising holidays, you may choose to book other services such as flights, accommodation and shore excursions. We will assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Where we arrange these services for you, we will assist in addressing any concerns you may have.

Any arrangements made by or for you are your responsibility and entirely at your own risk.

# SHIP & ITINERARY CHANGES

We will do everything we reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect your holiday experience. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances

In addition, we may charter all or part of the ship or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the cruise due to operational or commercial requirements.

We will notify you of these changes as soon as we can. Where we cancel a cruise or make a significant change to the ports in your itinerary prior to departure, you will have the choice of:

- · the new itinerary:
- an alternative cruise of comparable standard, if available; or
- · cancelling the cruise for a full refund of your fare paid.

Once your cruise has commenced, if we are required to change the itinerary or cancel the cruise due to safety, maritime law, severe weather or to protect human life or health, we are not required to provide any compensation. With this in mind, please do not make any important arrangements or meetings based on the proposed itinerary.

# RIGHTS OF THE CAPTAIN

If a passenger seriously affects the safety, well-being or enjoyment of any other person on board, or reasonably appears to present a danger to themselves, the Captain has the right to confine, sedate or disembark the passenger. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone on board comes first.

#### LEAVING THE CRUISE EARLY

If you are required or choose to leave the cruise for any reason. we are not responsible for any expenses, including your return home. This also applies if you do not return to the ship after a port visit in time for sailing. If we assist you with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

#### LEGAL MATTERS

In the unlikely event you have reason to take legal action, you agree to use all reasonable efforts to bring the issue to our attention as soon as possible.

Where permitted by consumer laws and other laws, we shall not be liable for:

- · loss of, or damage to, any luggage or other belongings
- sickness, injury or death, unless caused by our proven

In addition, our liability will be reduced in proportion to any negligence or fault on your part.

This contract is governed by the laws of New South Wales. You agree that any action you bring against us will be heard in New South Wales, unless consumer laws allow you to bring an action

You agree only to bring action against Carnival plc and not PCL or any of Carnival plc's other related bodies corporate as defined in the Corporations Act 2001(Cth), or any other person involved or connected with the ship. You agree that Carnival plc holds the benefit of this promise for itself and also on behalf of the other parties it is intended to protect. If you do take action against any of those parties you will be required to compensate for the full amount of the actual damage or loss sustained, and any costs and expenses incurred by Carnival plc and the other person or persons against whom you claim.

## PRIVACY AND PERSONAL INFORMATION

Privacy laws safeguard your personal details.

During the booking process and your cruise holiday, we ask for information about you. We collect this information so you receive the highest level of personalised service. After your holiday, your information is stored so we can inform you of any special offers or obtain feedback. If you do not wish to receive such offers or be contacted to provide feedback, please let us know. We may also be required to pass your information onto various third parties such as immigration officials, service providers and insurers.

If you consult the medical staff on board, any information shared with them may be made available to relevant people within our own organisation and also externally to medical specialists, insurance providers and our professional advisers.

If you would like to access your personal information or obtain a copy of our privacy policy, please contact our Customer Relations

Telephone: 1800 127 384 (Australia) 0800 444 740 (New Zealand) Post: Locked Bag 1014 St Leonards, NSW 1590 Australia Email: privacy@princesscruises.com.au

## SECURITY CAMERAS

For the safety and security of our passengers and crew, we use Closed Circuit Television (CCTV) to monitor and record public areas on board all our ships. If necessary, this footage may be viewed by our own personnel, advisers and external parties with a relevant interest. We are not responsible for any consequences arising from the viewing or other use of this footage.

While all the information in this brochure is correct at the time of printing, some details may change. Ask your Travel Agent to check at the time of booking or call our Customer Service Team.

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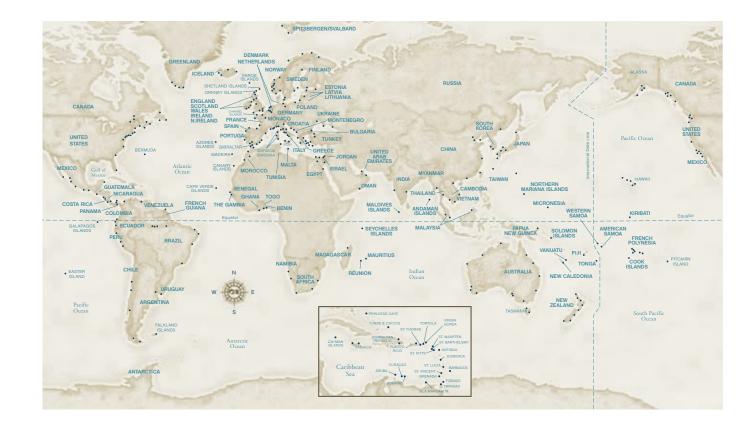




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SOUTH AMERICA & THE AMAZON



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