Guest Ticket Contract

诺唯真游轮 船票合同

IMPORTANT NOTICE: Guests are advised to carefully read the terms and conditions of the Guest Ticket Contract set forth below which affect your legal rights and are binding. The Guest's attention is specifically directed to Paragraph 10 of the Terms and Conditions of the Guest Ticket Contract. Acceptance or use of this Contract shall constitute the agreement of Guest to these Terms and Conditions.

- **1. Definitions:** This Contract is between the Carrier and the Guest. The "Guest" is each person whose name appears on the face of this ticket and/or who uses the ticket for passage on the voyage described in the ticket, and includes any accompanying minors, and any of their heirs, successors, assigns or representatives. The word "Carrier" shall mean Eurosoft Corporation Limited trading as Norwegian Cruise Line and shall include its subsidiaries, agents, assigns, as well as the vessel upon which the voyage was booked or any vessel substituted in its place, including the master and crew of the vessel(s) for Guest's voyage.
- 2. The Contract: The Guest agrees that this Contract governs the relationship between the Guest and the Carrier, regardless of the Guest's age, whether the Guest purchased the ticket on his or her own behalf, and/or whether the ticket has been held and/or presented by another person on behalf of the Guest. The Guest agrees that, except as expressly provided herein, this Contract constitutes the entire agreement between the Guest and Carrier, and shall supersede and exclude any prior representations that may have been made in relation to the cruise to the Guest or anyone representing him/her by anyone, including but not limited to anything stated in the Carrier's brochures, advertisements, and other promotional materials, by Carrier's employees or by third persons such as travel agents. In the event of a direct conflict between a provision of this Contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking, the PBOR controls. No person other than the person(s) named in the Ticket Contract can use the Ticket Contract without the express written agreement of the Carrier. This Contract is only valid for the cruise specified in the accompanying ticket. The terms herein shall be binding upon payment of the cruise fare by the Guest and Guest accepts and agrees to the terms upon presenting this Contract to the Carrier for boarding even if no payment of the cruise fare has been made. The rights, defenses, immunities and limitations of liability set forth herein shall inure to the benefit of the Carrier and all concessionaires, independent contractors or other service providers; and affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; all suppliers, shipbuilders, component part manufacturers; and its or their owners, operators, managers, charterers, agents, pilots, officers, crew and employees.

3. Terms of Fare:

- (a) Items Included in Fare: The fare paid by the Guest for this ticket includes transportation on the vessel named herein, full board, and ordinary vessel food, but does not include beer, wine, spirits, sodas or mineral waters, nor expenses incurred for other incidental or personal services/purchases. Fares do not include certain taxes, fees, port expenses and charges imposed by governmental or quasi-governmental authorities, including port authorities, service charges or the cost of the fuel supplement, nor any security surcharges or similar incidental surcharges, for which passengers will be charged. If governmental or quasi-governmental action results in any element of such taxes and fees exceeding the estimates used by Carrier for purposes of computing the quoted amount, Carrier reserves the right to pass through the extra amount. The Guest agrees that the Carrier shall not be liable to make any refund to the Guest for tickets that are wholly or partially unused by the Guest except as otherwise expressly stated in this Contract, any law or government regulation to the contrary notwithstanding. Refunds shall be made as specified herein and in the cancellation policy section of the Terms and Conditions of the cruise brochure, which policy is incorporated herein by reference.
- (b) Upgrades/Errors: Carrier reserves the right to collect the fare in effect for the accommodations selected by the Guest. Carrier shall be entitled to, but not obligated to, upgrade any guest free of charge to higher priced accommodations, at the sole discretion of Carrier. Carrier shall not be obligated to honor any booking resulting from, nor shall be responsible or liable whatsoever in connection with, misprints or errors of any kind, whether in brochures, advertisements, on the Internet, during the booking process or otherwise, that result in Guest being undercharged for the cruise. Carrier reserves the right, prior to sailing, to collect the correct fare or cancel the booking and refund any payment made by Guest.
- (c) Service Charges: Certain members of Carrier's crew are compensated by a combination of salary and incentive programs that are funded in part by the service charge paid by each Guest. The charge, which is automatically added to your onboard account and subject to adjustment at your discretion, is intended to reward service provided in all departments and job categories and is distributed to employees according to Carrier's evaluation of job performance. A portion of the service charge collected by Carrier is also used for fleet-wide crew welfare programs.

4. Carrier's Rules and Regulations:

- (a) Guest's Agreement: The Guest agrees to abide by the rules of the Carrier, including, but not limited to, the rules and regulations particularly set forth below, and to follow the lawful instructions of the vessel's officers and crew, at all times. The Guest accepts that failure to do so constitutes a material breach of this Contract which may subject the Guest, as well as any accompanying Guest(s), to involuntary disembarkation without liability whatsoever to the Carrier for any refund or any other related loss or expense to the Guest, and any accompanying Guest(s).
- (b) Carrier's Right to Confine, or Refuse or Revoke Passage: The Guest recognizes and agrees that the Carrier reserves the right, without incurring liability of any kind, to refuse or revoke passage to, or confine to a stateroom, any Guest who, in the sole judgment of the Carrier or vessel's medical personnel, may be refused admission into a port of landing or into the country of destination, or may be suffering from a contagious disease, or for any other cause may endanger themselves or others, or become obnoxious to others. Any Guest who is refused passage or otherwise denied any advertised benefit or service under this paragraph shall not be entitled to receive any compensation whatsoever and shall become liable for any resulting expenses incurred by the Carrier. Guest acknowledges that it is Carrier's policy that all Guests must be onboard the vessel one (1) hour prior to the departure time noted on their cruise documents for the port of embarkation as well as one (1) hour before departure at all ports of call and agrees that it is the Guest's responsibility not to miss such final boarding time. Any Guest who fails to board the vessel one (1) hour prior to departure is at risk of being left at the port of embarkation or port of call. In such event, Carrier shall have the right without notice to depart without the Guest and Guest shall be fully responsible to pay for or indemnify the Carrier from all expenses incurred to rejoin the vessel at the next port or for his/her own return passage, including, but not limited to, government fees or fines, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees. In such event, Guest shall not be entitled to a refund and shall be deemed to have breached this ticket contract. Further, in such event, the entire fare shall be deemed fully earned by Carrier and no portion thereof shall be recoverable by Guest.
- (c) Guests under 21: Any Guest under 21 years of age is considered a minor. Any Guest under the age of 21 must be accompanied in the same, connecting, or side by side stateroom by a Guest 21 years of age or older at the time of embarkation who expressly agrees to be responsible for the under-21 Guest throughout the cruise. The Guest agrees that this responsibility includes, but is not limited to, preventing the under-21 Guest from violating the vessel's rules, including preventing the under-21 Guest from purchasing and/or consuming alcohol and/or gambling on board the vessel, except as set forth herein. Guests must be 21 years of age or older to purchase or consume alcohol. With the exception of Alaska and Hawaii itineraries, Carrier permits Guests, between the ages of 18 through 20, to purchase and personally consume wine and beer only while onboard and with the consent of an accompanying parent. Authorization will be given only when the accompanying parent completes the Young Adult Alcoholic Beverage Waiver form. This form can be obtained and completed at the Guest Services Desk upon embarkation of the vessel. However, Guests 18 years of age or older are permitted to consume alcoholic beverages when sailing on roundtrip European voyages without having to complete the Young Adult Alcoholic Beverage Waiver form. Guests must be 18 years of age to engage in gambling on the vessel.
- (d) Minors: If the Guest is an adult accompanying a minor or minors under the age of 18, and the adult Guest is not a spouse, parent, or legal guardian of the minor(s), the adult Guest must present an original Parent/Guardian Consent & Release Form, signed by both parents/legal guardians of the minor which authorizes the minor's travel, and further authorizes medical treatment in case of emergency, to a representative of the Carrier at the pier. If the adult Guest is the spouse of a minor, the adult Guest must present a certified copy of a valid marriage certificate to a representative of the Carrier at the pier. Failure to present any of the aforementioned documentation may result in boarding being denied with no refund provided. When accompanying a minor or minors on the vessel, the adult Guest agrees to be the agent of such minor(s) for all purposes, to accept full responsibility for supervising such minor(s) and to bear full responsibility for the actions of such minor(s). The adult Guest further agrees that the Carrier is not liable for injury to minor(s) in the adult Guest's charge arising from the willful or negligent acts or omissions of other Guests or persons who are otherwise not acting on behalf of the Carrier. The adult Guest also agrees that under no circumstances will a minor be left aboard the vessel, other than in the care of the vessel's Kids' Crew or Teen's Crew programs, while the adult Guest responsible for the minor leaves the vessel for any reason, and in such circumstance the adult Guest agrees to indemnify and hold Carrier harmless for any and all loss, injury, or death of the minor or any other person involving the minor whatsoever.
- (e) Forbidden Articles: The Guest agrees not to bring on board the vessel, under any circumstances, any firearms or weapons of any kind, ammunition, explosives, or other substances of a dangerous nature, nor animals of any kind, except service or guide animals, provided that the Guest notifies the Carrier, prior to the cruise, of the Guest's intention to bring such animal and agrees to accept full responsibility for any expense, damage, losses, or injuries associated with or caused by such animal. The Guest further understands and agrees that any alcoholic beverages

purchased ashore shall not be brought or consumed aboard the vessel under any circumstances, but shall be delivered to the vessel's crew at the gangway to be retained by the Carrier until the Guest disembarks at the end of the voyage. The Guest assumes all responsibility for complying with any applicable customs or import laws relating to any such purchase.

- **(f) No Soliciting:** The Guest shall not solicit other Guests, the Carrier's employees, personnel or agents during the voyage with respect to any professional, commercial, or business activity, whether for profit or otherwise, without the prior written consent of the Carrier.
- (g) Special Medical Care; Fitness to Travel: The Guest acknowledges that medical care while on a cruise ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Guest further understands that there may be circumstances beyond Carrier's control which may prevent or delay a medical evacuation or disembarkation. The Guest warrants that the Guest, and those for whom the Guest is responsible, are fit to travel. Any condition of the Guest that may require special attention or treatment of any kind should be reported to the Carrier by the Guest when a reservation is requested. The Guest agrees not to present herself for boarding under any circumstances if, by the time the Guest will conclude her travel with the Carrier, she will have entered the 24th week of pregnancy. The Guest further understands and agrees that infants sailing onboard a vessel must be at least six (6) months of age at time of sailing. However, for voyages that have three (3) or more consecutive days at sea, the infant must be at least twelve (12) months old at time of sailing. Guests with special needs are advised that certain international safety requirements, shipbuilding requirements, and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Guests requiring the use of a wheelchair must provide their own as any wheelchairs available on the vessel are for emergency use only. For the convenience and comfort of such Guests, they are strongly encouraged to bring a collapsible wheelchair. Guests are advised that standard cabins are not designed to be barrier free and wheelchair accessible.
- (h) Liability of the Guest: The Guest shall be liable to and shall reimburse Carrier for all damages or loss of or to the vessel and its furnishings and any equipment or property of the Carrier or any other Guest caused directly or indirectly, in whole or in part, by any act or omission of the Guest or those for whom the Guest is responsible, whether willful or negligent, including but not limited to, theft or any other criminal act. The Guest shall further indemnify the Carrier and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Guest or those for whom the Guest is responsible.

5. Limitations and Disclaimers of Liability:

- (a) The Carrier and the Guest hereby agree there is no warranty, whether express or implied, as to the fitness, seaworthiness, or condition of the vessel or any person on board, or any food, drink, medicine, or provisions supplied on board the vessel. The Guest acknowledges that the Carrier is not an insurer of his or her safety during the course of the voyage, and the Guest agrees that the Carrier shall not be liable in any circumstances for any incident or injury arising from events occurring outside of the Guest areas of the vessel or outside of the vessel itself, including but not limited to those events occurring ashore (including shore excursions), on tenders not owned or operated by the Carrier, on or resulting from equipment not a part of the vessel, or upon docks and/or piers, or involving persons employed on board the vessel acting outside the course and scope of employment.
- (b) The Carrier disclaims all liability to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind not resulting from a physical injury to that Guest, nor from that Guest having been at risk of actual physical injury, nor intentionally inflicted by the Carrier.
- (c) On international cruises which neither embark, disembark nor call at any U.S. port and where the Guest commences the cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to guests in the event of accidents. Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") per guest (approximately U.S. \$608,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the guest proves that the incident was a result of Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs per guest (approximately U.S. \$380,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs per guest unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third

parties. In cases where the loss or damage was caused in connection with war or terrorism, Carrier's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per guest or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For a copy of EU Regulation 392/2009, visit http://eurlex.europa.eu/LexUriServ/LexUriServ/do?uri=OJ:L:2009:131:0024:0046:EN:PDF. In addition, Guests embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For additional information on EU Regulation 392/2009 please click here, and for information regarding EU Regulation 1177/2010 please click here.

- (d) In addition, and on all other cruises, Carrier and the vessel shall have the benefit of any statutory limitation of liability or exoneration of liability available in the applicable forum, or under any applicable national or international law, including, but not limited to, 46 U.S.C. §§ 30501 through 30509 and 30511.
- (e) The Carrier shall not be liable for any injuries or damages which occur while participating in any athletic or recreational activities aboard the vessel or onshore at any port of call, including, but not limited to, Guest participation in snorkeling programs or Guest usage of any paddleball, rock climbing wall, batting cage/pitching machine, bowling, bungee trampoline, ice skating, jet ski, rappelling wall, spider web, golf, go-carts, virtual reality attractions, laser tag, onboard water-slides, hippo slide, gymnasium, jogging, swimming, diving, health club and sauna facilities. By utilizing said facilities, the Guest agrees to assume all risks arising therefrom and does hereby fully release and discharge the Carrier from any and all claims, demands, damages, causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the Guest's use or intended use of said facilities and/or activities.
- (f) For further provisions regarding limitations of the Carrier's liability, see also Sections 7 and 8, below.

6. Vessel and Voyage:

- (a) Risk of Travel: The Guest admits and acknowledges that travel by ocean-going vessel occasionally presents risks and circumstances that may be beyond the ability of the Carrier to reasonably control or mitigate. The Guest's understanding includes all risks of travel, transportation, and handling of Guests and baggage. Except as provided in paragraph 6(f), the Guest therefore assumes the risk of and releases the Carrier from any injury, loss, or damage whatsoever arising from, caused by, or in the judgment of the Carrier or Master rendered necessary or advisable by reason of a Force Majeure Event. A "Force Majeure Event" shall include but not limited to the following events: any act of God or public enemies; force majeure; arrest; restraints of governments or their departments or under color of law; piracy; war; revolution; extortion; terrorist actions or threats; hijacking; bombing; threatened or actual rebellion, insurrection, or civil strife; fire, explosion, collision, stranding or grounding; weather conditions; docking or anchoring difficulty; congestion; perils of the sea, rivers, canals, locks or other waters; perils of navigation of any kind; lack of water or passageway in canals; theft; accident to or from machinery, boilers, or latent defects (even though existing at embarkation or commencement of voyages); barratry; desertion or revolt of the crew; seizure of ship by legal process; strike, lockout or labor disturbance (regardless whether such strike, lockout or labor disturbance results from a dispute between the Carrier and its employees or any other parties); or from losses of any kind beyond the Carrier's control. Under any such circumstances the voyage may be altered, shortened, lengthened, or cancelled in whole or part without liability to the Carrier for a refund or otherwise.
- **(b) Cancellation:** Unless otherwise provided in paragraph 6(j), if the Carrier completely cancels a cruise due to a Force Majeure Event (a vessel substitution or itinerary deviation shall not be deemed as cancellation of a cruise), upon the request of the Guest, the Carrier shall refund the fare paid by the Guests within thirty (30) days, without any further liability for damages or losses of any kind whatsoever, whether consequential or otherwise.
- (c) Substitute Vessel: If the vessel does not sail on or about the advertised or scheduled date for any reason, including fault of the Carrier, the Guest agrees that the Carrier shall be entitled to substitute any other vessel or means of transportation, regardless of whether owned or operated by the Carrier, and to re-berth Guests thereon.
- (d) Itinerary Deviation: An "Itinerary Deviation Event" shall refer to incidents that the Carrier has the sole discretion and liberty to direct the movements of the vessel in a Force Majeure Event or other instance where a deviation is necessary to: proceed without pilots and tow, and assist other vessels in all situations; deviate from the purchased voyage or the normal course for any purpose, including, without limitation, in the interest of Guests or of the vessel, or to save life or property; put in at any unscheduled or unadvertised port; cancel any scheduled call at any port; omit, advance or delay landing at any scheduled or advertised port; return to port of embarkation or to any port previously visited if the Carrier deems it prudent to do so; substitute another vessel or port(s) of call or embarkation port.
- (e) Vessel Substitution and Itinerary Deviation Prior to Commencement of the Cruise: If a vessel substitution and/or an Itinerary Deviation Event occurs prior to commencement of the cruise and such changed arrangement has an adverse impact over the overall cruise experience, the Guest will have the following options: (1) accept such

substitution and the Carrier will refund to the Guest in an amount, if any, calculated based on paragraph 6(f)below; or (2) cancel this Contract and receive a refund of the fare paid; in either option (1) or (2), the Carrier shall not be liable for any other liability for damages or losses of any kind whatsoever, whether consequential or otherwise.

- (f) If the Guest chooses option (1) in paragraph 6(e)(1) above and accepts those changes, the refund, if any, will be calculated as follows: (i) if such substitution or deviation will cause the cruise to be shortened as advertised or scheduled, the Carrier shall make a prorated refund of the fare paid by the Guest for the number of days eliminated from the cruise itinerary. For purposes of calculation the refund amount, each cruise day shall be deemed to commence at 12:01 A.M. (local time). Any cruise that is canceled after 12:01 P.M. (local time) shall be deemed to be a full day of completed cruise. The time involved in returning to port of embarkation shall be deemed to be included in the cruise time, provided all services and accommodations are available onboard to the Guests at that time; (ii) if departure is delayed, call at a port is shortened, or returning to destination port is delayed, but the number of days remains the same, Carrier shall not be liable for any refund or compensation, but all services and accommodations will be made available onboard to the Guests; or (iii) if port(s) of call is cancelled or substituted and Carrier receives a refund of port taxes and fees and/or shore excursion fee (for shore excursion purchased from Carrier only) due to such cancellation or substitution, Carrier shall refund such amount to the Guests.
- (g) Vessel Substitution and Itinerary Deviation After Commencement of the Cruise: if any vessel substitution or Itinerary Deviation Event occurs due to a Force Majeure Event or other instance where a deviation is necessary, after commencement of the cruise, the Carrier's sole liability is (i) to refund the Guess any port taxes and fees and/or shore excursion fee (for shore excursion purchased from Carrier only) which are refunded to Carrier due to such changes, and/or (ii) when cruise is shortened, to refund to the Guest, a prorated refund of the fare paid by the Guest for the number of days eliminated from the cruise itinerary. Refund shall be made within thirty (30) days after the end of the cruise.
- (h) Transfer: The Guest agrees that the Carrier has an absolute right to transfer the Guest and/or the Guest's baggage to other carriers, whether by water, rail or air, to or toward the ultimate destination. In the event such substituted passage is for the convenience of the Carrier, it shall be at the Carrier's cost. Otherwise, it shall be at the cost of the Guest.
- (i) Compliance with Government Orders: The Carrier shall have the absolute right, without liability for compensation to the Guest of any kind, to comply with governmental orders, recommendations or directions, including but not limited to those pertaining to health, security, immigration, customs or safety. In the case of quarantine, the Guest agrees to bear all risks, losses and expenses caused thereby and will be charged for maintenance, payable day-by-day, if maintained on board the vessel for such period of quarantine. The Guest assumes all risks and losses occasioned by delay or detention howsoever arising. Costs connected with embarkation or debarkation of Guests and/or baggage and costs of transfer between vessel and shore as a result of the circumstances enumerated in this paragraph must be borne by the Guest.
- (j) Mechanical Failures of the Vessel: In the event of cancellation of voyage due to mechanical failures of the vessel, the Guest will be entitled to a full refund of the cruise fare, or a partial refund for voyages that are terminated early due to those failures. In the event a voyage is terminated early due to mechanical failure of the vessel, the Guest is also entitled to transportation to the vessel's scheduled port of disembarkation or the Guest's home city, at Carrier's discretion and expense, as well as lodging at the unscheduled port of disembarkation, if required, at Carrier's expense.

7. Baggage and Valuables:

(a) The term "baggage" means suitcases, valises, satchels, bags, hangers or bundles and their contents consisting of clothing, clothing accessories, toilet articles, and similar personal effects, including all other personal property of the Guest not in a container. The Carrier does not undertake to carry as baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments, or other valuables, including but not limited to those specified in 46 U.S.C. § 30503. The Guest warrants that no such items will be presented to the Carrier within any receptacle or container as baggage, and hereby releases the Carrier from all liability whatsoever for loss of or damage to such items when presented to the Carrier in breach of this warranty. The Guest further warrants that he or she has not carried onto the vessel any goods or articles for purposes of trade or commerce, nor contraband, nor goods or articles which otherwise may violate the customs laws of the country from which the vessel embarks or of any other port State visited by the vessel during the course of the voyage, and the Guest agrees to indemnify the Carrier for any fines, duties, taxes, or other penalties that may be incurred as a result of any item brought on board by the Guest. The Carrier shall not be liable for any loss of or damage to any perishable items, dentures and/or other dental devices, optical devices (including contact lenses), medications, cameras, recreational and/or sporting equipment, jewelry, cell phones, clothing, electronic devices, cash, securities

or other negotiable instruments under any circumstances whatsoever, whether carried within the Guest's baggage or otherwise.

- (b) The Guest and Carrier agree and stipulate that the aggregate value of all the Guest's baggage and any other property lawfully brought on board by the Guest, which shall include but not be limited to photographic equipment, jewelry, watches, cell phones, clothing and cash, does not exceed U.S. \$100.00 and any liability of the Carrier or the vessel for any cause whatsoever with respect to said baggage and other property regardless of whether carried in baggage or by a Guest shall not exceed such sum unless the Guest shall specify its true value, in writing, and pay to the Carrier before embarkation 5% of the excess of such value, in which case the Carrier's liability, if any, shall be limited to the actual damage sustained up to, but not exceeding such specified value. In no event shall Carrier be liable for normal wear or tear of the Guest's property or baggage.
- (c) The Guest agrees that all disclaimers and limitations of liability contained herein shall apply to all valuables stored or accepted for storage by the Carrier, including valuables stored with the Carrier in safety deposit boxes or security envelopes. The Carrier cannot accept responsibility for, and in no event shall be liable for, the loss of or damage to valuables or other articles left in cabins, and in no event shall the Carrier be liable for loss of or damage to property of any kind not shown by the Guest to have occurred while said property was in the Carrier's actual custody.
- (d) The Guest agrees to promptly report any loss of or damage to baggage during loading or disembarking, to the Carrier's personnel, prior to debarking the Chinese customs area; the Carrier shall not be responsible for any such loss or damage which is not so reported. Liability, if any, for loss or damage to baggage occurring elsewhere than on board the vessel in connection with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and the Guest agrees that the Carrier does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage.
- (e) The Guest will not be liable to pay nor entitled to receive any general average or salvage contribution or award in respect to property taken by the Guest onto the vessel.

8. Independent Contractors:

- (a) Off-Vessel Transport and Activities: The Guest recognizes and agrees that, if and when the Carrier makes arrangements for the Guest for air transportation, hotel accommodations, ground transfers, shore excursions, medical care and/or for other transportation, activities, services, facilities or amusements occurring off of the vessel, the Carrier does so solely for the convenience of the Guest, the Carrier does not act on behalf of or supervise the parties or persons who own, furnish, or operate such conveyances, services or facilities, and the same are provided by independent contractors who work directly for the Guest and Guest is subject to such terms, if any, appearing in the tickets, vouchers or notices of such party or parties. Therefore, the Guest agrees that the Carrier assumes no responsibility for, nor guarantees the performance of, any such person, party, contractor, service or facility, and that the Carrier shall not be liable for losses or injuries arising from the acts or omissions of such person, party, contractor, service or facility.
- (b) Other Independent Contractors: The Guest recognizes that the persons providing other personal services offered on the vessel, including but not limited to, hairdressers, manicurists, personal trainers, and/or massage therapists are independent contractors who work directly for the Guest, and that the Carrier shall not be held liable for any loss or injury arising from the performance of such services.
- (c) Payment for Optional Services: Such parties or persons described in sub-sections (a) and (b), above, shall be entitled to make a proper charge for any service performed for or on behalf of the Guest and the cost of such service shall be the sole responsibility of the Guest.
- (d) For-Profit Entity: Notwithstanding that the Carrier, at the Guest's option, arranges air transportation, hotel accommodations, ground transfers, shore excursions and other services with independent suppliers of such services, the Guest understands and agrees that the Carrier, being a "for profit entity", earns a fee on the sale of such optional services.
- (e) Indemnity: Guest acknowledges and agrees that in the event the Carrier is found liable to pay damages to Guest based on the negligence or other wrongful conduct of any person or entity other than the Carrier, or is found liable to any other person or entity based on Guest's conduct, whether by way of joint and several liability or otherwise, the Guest will indemnify and hold Carrier harmless for any and all such conduct and/or damages. This agreement to indemnify and hold the Carrier harmless shall specifically include, without limitation, all medical services provided on or off the vessel, as well as all shore excursions, transportation or other facilities or activities provided or furnished by any person or entity other than Carrier.
- **9. Medical Services and Facilities:** The Guest recognizes and agrees that the Carrier is not in the business of providing medical services and/or operating medical facilities. To the extent that the vessel provides a surgeon or physician, or if the vessel requests emergency or other medical care or evacuation for the Guest on the Guest's

behalf (hereinafter, "Medical Services"), it is understood and agreed that the Carrier does so solely for the convenience of the Guest, that such Medical Services are provided by medical professionals who work directly for the Guest, and that the Carrier does not undertake to supervise, nor does it supervise or direct the actions of the person(s) providing such Medical Services. The Guest therefore agrees that the Carrier cannot guarantee the performance of such Medical Services, and that the Carrier shall not be liable for losses or injuries arising therefrom. Persons or entities providing Medical Services shall be entitled to make a proper charge for any service performed for or on behalf of the Guest, and the cost of such service shall be the sole responsibility of the Guest. The Guest hereby agrees to reimburse and indemnify the Carrier for any funds advanced on account of any such charges.

10. Limitations on Actions:

- (a) Suits for Injury or Death: The Guest agrees that any action, claim or suit, whether brought in rem or in personam, against the Carrier for emotional or physical injury, illness or death of Guest shall be heard and determined by a people's court in Shanghai, China with competent jurisdiction in accordance with applicable law of People's Republic of China (PRC). The Guest irrevocably consents to jurisdiction of the abovementioned people's court and waives and agrees not to assert by way of motion, defense, or otherwise, in any such claim, action, suit and proceeding, any claim that it is not subject personally to the jurisdiction of the abovementioned people's court, that the claim, action, suit and proceeding is brought in an inconvenient forum, that the venue of the claim, action, suit and proceeding is improper, or that this paragraph 10(a) may not be enforced in or by any of the abovementioned people's court.
- (b) Other Suits Against Carrier: Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest, whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with this Contract or Guest's cruise, no matter how described, pleaded or styled, brought by the Guest against Carrier, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., ("FAA") solely in Miami-Dade County, Florida, U.S.A. to the exclusion of any other forum. Guest hereby consents to jurisdiction and waives any venue or other objection that may be available to any such arbitration proceeding in Miami-Dade, Florida. The arbitration shall be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and the Fee Schedule in effect at the time of filing the dispute with NAM, which are deemed to be incorporated herein by reference. NAM can be contacted at 800-358-2550, attention Commercial Claims Dept., 990 Stewart Avenue, First Floor, Garden City, NY 11530, to respond to any questions regarding the arbitration process, as well as to request a copy of NAM's current Comprehensive Dispute Resolution Rules and Procedures and the Fee Schedule. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. Carrier and Guest further agree to permit the taking of a deposition under oath of the Guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In any event, no claim described in this Section may be brought against Carrier unless written notice giving full particulars of the claim is delivered to the Carrier within thirty (30) days of termination of the Cruise and legal action on such claim is commenced within six (6) months from the date the claim arose, notwithstanding any provision of law of any state or country to the contrary.
- (c) Guest Waives Right to Class Action Relief: THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON GUEST'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 10(b) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN

SECTION 10(b) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION.

- (d) Appointment of Guest as Legal Representative of Minor: If the Guest is traveling with his or her natural born or adopted minor children, the Guest hereby agrees and stipulates to the appointment, upon boarding of him/herself as the legal representative of such minor children within the meaning of 46 U.S.C. § 30508(d) upon boarding.
- 11. Travel Documentation: Upon embarkation, the Guest shall have in his or her possession, and assumes all responsibility for obtaining, all visas, passports, certified birth certificates, travel and health documents required by any governmental authority, and if he or she fails to do so the Carrier shall have no further obligation to transport or to furnish transportation to the Guest. The Guest is advised to consult his or her travel agent or the appropriate governmental authority concerning required documentation for travel. The Guest shall indemnify the Carrier for all penalties, fines, charges, losses and expenses imposed upon or incurred by the Carrier due to the Guest's failure to have proper documentation or otherwise comply with applicable laws or regulations of any kind. Any stamps on tickets, customs, excise or other taxes or fines on the Guest or the Carrier resulting from the Guest's conduct, embarkation expenses, and all expenses of such a nature are to be paid by the Guest. The Guest hereby agrees to provide any and all travel documentation to the Carrier, upon Carrier's reasonable request. The Carrier shall return such original travel documentation to the Guest no later than the disembarkation of the port of embarkation. Please be advised that Carrier will retain a copy of Guest's travel documentation, including but not limited to Guest's passport, travel identification card, union pay card, or other related travel documents. Guest hereby consents to Carrier's collection, retention and use of Guest's travel documentation for legal, operational, and/or business purposes related to all aspects of Guest's cruise. If the Guest is denied boarding for failing to comply with the requirements of this paragraph, the Carrier shall not be liable to refund the Guest's fare or for any other damages or
- 12. Use of Travel Agent: The Guest agrees that any travel agent utilized by the Guest in connection with the purchase of the cruise or issuance of this Contract, or for any related or incidental air or ground transportation or excursions, is solely the Guest's agent and the Guest shall remain liable to the carrier for the full applicable cruise fare. The Carrier shall not be responsible for any representations, insolvency or other conduct of a travel agent, including but not limited to such agent's failure to remit any portion of the cruise fare to the carrier, or any refund to the Guest. The Guest agrees that if the Guest purchases the cruise through a travel agent, any refund mentioned in this Contract from the Carrier to the Guest may be made to the Guest's travel agent or the Guest directly and that receipt of any refunds or notices by the Guest's travel agent, including this Contract, shall constitute receipt by the Guest.
- 13. Severability: Except as provided in Section 10(c) above, should any provision of this Contract be deemed invalid for any reason, the Guest agrees that said provision is deemed to be severed from this Contract and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

14. [Intentionally Omitted]

- 15. Cancellation: Cancellation fees for cruise, air, land and other charges apply to all Guests on the reservation. Cancellation fees for air, land and other charges will apply even if the reservation is not cancelled in full. Gateway changes for air and name changes for cruise, air, land and other add-ons are considered cancellations of those items. Cancellations must be telephoned to our Reservations Department. Depending on when the cruise is cancelled, cancellation charges will be assessed pursuant to the Terms and Conditions of the cruise brochure, and cancellation charges are subject to change without notice. Air tickets issued by our Air/Sea Department for Guests on our Air/Sea Programs are refundable only to Carrier. Group Guest policies may differ and payment and cancellation charges may differ by promotion. Refer to your travel agent, group booking agreement or promotion for specific terms and conditions
- 16. Use of Guest Likeness: The Guest consents to Carrier's use and display of the Guest's likeness in any video, photograph or other depiction for any purpose, commercial or otherwise, without compensation or liability of any kind. The Guest's consent extends to minors and other persons in the care and charge of the Guest. Guest further agrees that any type of photograph or recording, in any audio or video format, of the Guest, other guests, crewmembers, independent contractors, concessionaires, guest entertainers or any other third party onboard any of Carrier's vessels or depicting said vessels, their design, equipment or any other feature or part of said vessels, shall not be used by Guest for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written consent of Carrier. Carrier is permitted to take any and all reasonable measures to protect Carrier and enforce this provision.

LAND PACKAGES

Terms and Conditions

Eurosoft Corporation Limited trading as Norwegian Cruise Line (hereinafter referred to as "Carrier") grants the purchaser ("Purchaser") of this Land Package Voucher ("Voucher") participation in this Ground Package Program. Purchaser hereby agrees by acceptance of this Voucher and the services provided thereby, both on his/her behalf, and on behalf of any other person, including minors, for whom this Voucher is accepted, to all terms and conditions set forth herein.

1. Responsibility:

Purchaser acknowledges that Carrier does not own, control, maintain or supervise any airlines, air carriers, motorcoaches, taxis, ground carriers, hotels, restaurants, tour operators, sightseeing tours, or other transportation, facilities products, activities or services provided pursuant to this Voucher, nor their providers or employees. PURCHASER ACKNOWLEDGES AND AGREES THAT EACH SUCH PROVIDER IS AN INDEPENDENT CONTRACTOR WHO IS NOT AND SHALL NOT BE DEEMED AN AGENT OF CARRIER AND THAT CARRIER MAKES NO WARRANTY OR OTHER REPRESENTATION REGARDING THE SUITABILITY OR SAFETY OF SUCH PROVIDERS OR THEIR CONVEYANCES, ACTIVITIES, FACILITIES, PRODUCTS OR SERVICES. PURCHASERS ARE CAUTIONED AGAINST THE RISKS OF SUCH PROVIDERS' CONVEYANCES, ACTIVITIES, FACILITIES, PRODUCTS OR SERVICES AND PURCHASERS SHALL BE AT THEIR OWN RISK AT ALL TIMES IN PARTICIPATION IN THIS GROUND PACKAGE PROGRAM.

In arranging for the transportation of passengers, excursions, hotels, accommodations, food, lodging or any other activities, facilities, products or services provided in connection with this Voucher, Carrier does so only as a convenience to the Purchaser and Purchaser hereby acknowledges and agrees that Carrier shall not be liable or responsible for any loss, damage, injury, death or any other claim whatsoever arising out of any acts or omissions of any such provider or during any activities described in this voucher, including but not limited to delay or inconvenience caused by late air, car or motorcoach arrivals, nor for any loss or damage to baggage or other property of the Purchaser.

All personal property and personal effects shall be at "owner's risk" at all times and Carrier shall not be responsible for any such property or personal effects. Purchasers are cautioned against the risk of leaving personal articles in their hotel rooms or on conveyances. Carrier does not assume any responsibility or liability whatsoever for any items or personal effects lost or damaged during any activity to which this Voucher applies.

In addition to the rights, defenses, immunities and limitations set forth in its Guest Ticket Contract, and when not inconsistent with such Contract, Carrier shall receive the benefit of all disclaimers and limitations of liability applicable to or issued by airlines, air carriers, motorcoaches, taxis, ground carriers, hotels, restaurants, tour operators or any other parties providing services pursuant to this Voucher.

- **2. Price:** Prices for this Ground Package Program do not include food, beverages or other incidental items, fees and taxes not specified herein or in documents provided to Purchaser. Prices quoted are in U.S. Dollars and are those in effect at the time of printing. Prices are subject to change without notice.
- **3. Cancellations:** In the event of strikes, lockouts, civil disturbances, weather or any other reason beyond its control, or in the interests of the safety and/or comfort of Purchaser or others, Carrier may, at its sole discretion, cancel any services provided hereunder and may, but is not obligated to, offer substitute hotels or services and shall not be liable for any loss whatsoever to Purchaser by reason of such cancellation or substitution.
- **4. Severability:** Should any provisions of these terms and conditions of this Voucher Contract be contrary to or invalid by virtue of the law of any jurisdiction, the remaining provisions herein shall remain in full force and effect.
- **5. Enforceability:** Purchaser acknowledges and agrees that the terms and contained herein are contractual and binding and not a mere recital and by acceptance of this Voucher Purchaser agrees to its terms.
- **6. Entire Agreement:** Except as otherwise provided for in the Guest Ticket Contract between Carrier and the Purchaser for Purchaser's cruise aboard Carrier's ship, the terms and conditions contained herein and in the Guest Ticket Contract shall be the entire agreement between Carrier and Purchaser and shall supersede all representations or conditions contained in Carrier's advertisements, notices, brochures, or other literature, or by Carrier's employees and all promises and agreements made or claimed to have been made with Purchaser or any party representing Purchaser. In the event of any inconsistency between this Voucher and the Guest Ticket Contract, the latter shall control
- 7. Venue and Governing Law: See paragraph 10(a), (b) and (c) of the Guest Ticket Contract above.

重要须知:乘客船票合同中的以下细则及条款会影响乘客的法定权利且具有约束力,敬请乘客仔细阅读。 乘客应特别注意乘客船票合同细则及条款第10条的规定。接受或使用本合同即表示乘客同意遵守本合同的 细则及条款。

诺唯真游轮 乘客船票合同

- 1.定义:本合同由承运人与乘客订立。"乘客"是指此船票正面所载有其姓名的和/或为在船票中所描述的航程中使用此船票享受客运服务的个人,并包括任何随行的未成年人及其任何继承人、承继人、受让人或代表。"承运人"是指以诺唯真游轮的名义经营业务的欧罗索芙特有限公司(Eurosoft Corporation Limited),并应包括其子公司、附属公司、代理人、受让人,以及被预订相关航程的船舶,或任何取代该船舶的船舶,包括乘客航行所搭乘船舶的船长和船员。
- 2.合同:乘客同意,无论乘客年龄如何,无论乘客是否自行购票,和/或无论船票是否由他人代其持有和/或出示,本合同对乘客和承运人之间的关系均具约束力。乘客同意,除非本合同明确规定,本合同构成乘客与承运人的完整协议,取代并排除任何人先前就游轮巡游向乘客或其任何代表做出的陈述,包括但不限于承运人雇员或第三方(如旅行社)在承运人宣传手册、广告和其他宣传材料中所做陈述。如果本合同条款与预订时有效的《游轮业乘客权利法案》(PBOR)存在任何直接冲突,应以PBOR为准。未经承运人明确书面同意,船票合同未载有其名字的个人不得使用本船票合同。本合同效力范围仅限于附随船票上列明的游轮巡游。本合同条款自乘客支付票款起产生约束力,即使未支付票款,乘客向承运人出示本合同以登船的行为仍表明乘客接受并同意本合同条款。本合同中规定的权利、抗辩、豁免和责任限制为保障承运人、特许权获得者、独立承包商或其他服务供应商;附属或关联公司、母公司、子公司、承继人、受让人、冠以化名的实体;所有供应商、造船厂、零部件制造商;及其所有人、经营人、管理人、租船人、代理人、引航员、高级船员、船员和雇员的利益而制定。

3.船票票款条款:

- (a) 船票票款已包含:乘客为本船票支付的票款包含乘坐本合同指定船舶、三餐住宿以及船上普通食物的费用,但不包含啤酒、红酒、烈酒、苏打水或矿泉水的费用,也不包含偶然性和个人服务/消费所产生的费用。票款不包含向乘客收取的特定的税费、规费、政府或半官方机构(含港务机关)收取的港口费用和支出、服务费或燃油附加费,以及安全附加费或类似的偶然性附加费。如果政府或半官方机构行为导致此类税费和规费的任何部分超过了承运人为估算报价而使用的预估值,承运人保留要求乘客承担超出部分的权利。乘客同意,除非本合同中另有明确规定,或者法律或政府法规中有相反规定,乘客完全或部分未使用的船票,承运人不承担该船票的退款责任。退款应按照本合同规定以及游轮手册细则及条款中的取消政策一节执行,该政策通过引用构成本合同的一部分。
- (b) 升舱/错误:承运人保留收取乘客所选舱位的实际票款的权利。承运人有权但无义务免费为任何乘客升舱至更高价的舱位,是否升舱由承运人自行决定。预订过程中或其他时候因手册、广告或互联网中任何形式的印刷错误或错误而导致对乘客收取的游轮旅行费用不足的,承运人无义务执行该预订,也不承担与此类印刷错误或错误有关的任何责任。承运人保留在启航之前收取正确的票款或取消预订并退还乘客所支付款项的权利。
- (c) 服务费:承运人部分船员的收入由工资和奖励计划组成,其中部分奖励资金来自每位乘客支付的服务费。此等自动计入您船上账户的费用,系为了奖励各部门和工种所提供的服务,将根据承运人对雇员的工作表现评估予以分配。承运人所收取的部分服务费也将用于全船船员的福利项目。

4.承运人规章制度:

- (a) 乘客协议:乘客同意遵守承运人的规定,包括但不限于特别列出的如下规章制度,并始终遵守船上高级船员和船员的合法指示。乘客同意,不遵守前述内容构成实质性违约,将可能导致乘客及其任何随行乘客被驱下船,且承运人不承担任何退款,或补偿乘客及其任何随行乘客损失或费用的责任。
- (b) 承运人禁闭权、拒绝或撤销自由通行权:乘客承认并同意,若承运人或船上医务人员认为,任何乘客可能被拒绝进入停靠港或目的国,或可能患有传染病,或可能因其他原因危及自身或他人安全或令他人感到不适,则承运人保留拒绝或撤销该乘客自由通行权,或将该乘客禁闭于客房内的权利,且承运人不为此承

担任何责任。依据本款规定,被拒通行或者被拒绝提供所宣传的礼遇或服务的乘客无权享有任何补偿,且应承担承运人因其产生的费用。乘客承认,根据承运人政策,所有乘客必须按照其游轮材料上注明的启航港出发时间提前一(1)小时登船,并按照各途经港的出发时间提前一(1)小时登船。乘客同意,乘客有责任遵守最后登船时间。任何未按照出发时间提前一(1)小时登船的乘客,均有滞留在启航港或途经港的风险。在该情况下,承运人有权在乘客未按时登船的情况下不经通知而驶离港口,该乘客应支付或赔偿承运人为其在下一港口重新登船或其返程而产生的费用,包括但不限于政府附加费或罚款、签证费、生活费、住宿费、机票、下水费用、车辆租金或代理费。在该情况下,乘客无权享有退款,并视为已违反本船票合同。此外,在该情况下,全部票款应视为由游轮公司赚取,任何部分均不予退还。

- (c) 未满21岁的乘客:未满21岁的乘客均视为未成年人。未满21岁的乘客登船时必须由年满21岁的乘客在同一客房、连通客房或相邻客房随行,随行乘客必须明确同意在整个航行期间对未满21岁的乘客负责。乘客同意,该责任包括但不限于防止该未满21岁乘客在船期间违反船舶相关规定,包括阻止该未满21岁乘客购买和/或饮用含酒精饮料,和/或在船上参与赌博,但本合同另有规定的除外。购买或饮用含酒精饮料的乘客必须年满21岁。除阿拉斯加和夏威夷行程外,承运人允许18至20岁的乘客在取得其一位随行家长同意后,于在船期间购买和饮用葡萄酒和啤酒。随行家长填写完《青年使用酒类饮料责任豁免表》后方予以授权。登船后请赴宾客服务台获取和填写该表格。但年满18岁的乘客在欧洲的往返行程中可饮用酒精饮料,而无需填写《青年使用酒类饮料责任豁免表》。参与船上赌博的乘客必须年满18岁。
- (d) 未成年人:如果乘客是一名或多名18岁以下未成年人的随行成年人,且该成年乘客不是该未成年人的配偶、家长或法定监护人,则成年乘客须在码头向承运人代表出具一份经未成年人两位家长/法定监护人签署的《家长/法定监护人同意和豁免表》的原件,经由该表授权同意该未成年人的旅行,并另行授权同意紧急情况下的医疗救治。如果该成年乘客是该未成年人的配偶,则该成年乘客须在码头向承运人代表出具一份有效的结婚证书核证副本。如果登船时无法提供此证书,则可能造成该乘客登船被拒且不予退款。随行一名或多名未成年人登船时,成年乘客同意担任该未成年人的代理人(为各种目的),全面承担监督该未成年人的责任,为该未成年人的行为负全责。成年乘客同意,在成年乘客照顾下因其他乘客或未代表承运人行事人员的有意或过失行为或不作为导致未成人受伤的,承运人概不负责。成年乘客同意,在其因任何原因离船时,除了将其负责的未成年人托付给船上的儿童活动小组或青少年活动小组,否则绝不将该未成年人单独留在船上。在该情况下,成年乘客同意保护承运人免于承担该未成年人或其所涉的其他人士的损失或伤亡责任。
- (e) 违禁品:乘客同意在任何情况下均不得携带以下物品登船:任何类型的枪支或武器、弹药、炸药或其他危险物品,以及任何种类的动物,但服务类或导盲类动物除外,且前提是乘客必须在开始游轮旅行前将其携带此类动物的意向通知游轮公司,并须同意对与此类动物有关或由此类动物造成的所有费用、损害、损失或损伤承担全部责任。乘客理解并同意,乘客在任何情况下均不得将在岸上购买的任何酒精类饮料带上船或在船上饮用,而应将其交给舷梯旁的游轮船员,由承运人代为保管,直至航程结束后下船时方可取回。乘客有责任遵守与任何此类购买行为相关的任何适用海关或进口法律。
- **(f) 禁止招揽:**未经承运人事先书面同意,乘客不得在航程期间就任何专业、商业或企业活动(无论营利与否)招揽其他乘客、承运人雇员、人员或代理人。
- (g) 特别医疗护理;旅行的健康条件:乘客认可,游轮上的医疗护理可能受限或推迟,游轮也可能航行至不提供医疗护理服务的目的地。乘客理解,可能发生承运人可控范围以外的情况,致使无法进行或延迟紧急运送就医或下船。乘客保证,乘客及其负责之人的身体状况良好,适宜旅行。若乘客有任何需要特殊照顾或治疗的情况,则应在提出预订请求时告知承运人。乘客同意,如果在与承运人完成旅行时将怀孕24周,则在任何情况下均不登船。乘客理解并同意,登船的婴儿在启航时须至少年满六(6)个月。但就至少连续三(3)天的海上航程而言,婴儿在启航时须至少年满十二(12)个月。有特殊需求的乘客应注意,部分国际安全要求、造船要求和/或适用条例可能为行动不便人士或者视力和/或听力严重受损的人士带来不便。需要使用轮椅的乘客应当自备轮椅,船上所备轮椅仅供紧急情况下使用。出于此类乘客的方便和舒适考虑,强烈建议其携带可折叠式轮椅。乘客应注意,标准舱房未采用无障碍设计,轮椅不可自由进出。
- (h) 乘客责任:完全或部分因乘客或其负责之乘客的作为或不作为(无论故意或过失,包括但不限于盗窃或任何其他犯罪行为)而直接或间接对船舶及其家具与陈设以及承运人或其他乘客的任何设备或财产造成损失或损害的,由乘客承担相应责任并对承运人作出赔偿。乘客应保护承运人及其代理人或服务人员免于承

担完全或部分因乘客或其负责之乘客的故意或过失的作为或不作为而直接或间接造成人员伤亡或者任何损失或损害的责任。

5.责任限制和免责声明:

- (a) 承运人和乘客特此同意,就船舶或船上人员的健康、适航性或状况,或船上供应的食物、饮料、药品或供应品,并无明示或默示的保证。乘客承认,承运人不是乘客航程安全的保证人。乘客同意,游轮上乘客区域以外或游轮自身以外发生的(包括但不限于岸上所发生的事件,如岸上观光游)、非由承运人所有或运营的小艇上发生的、非游轮之组成部分的设备上发生或其引发的、在码头上发生的、或涉及船上雇员在职务范围以外行事而发生的事件所导致的任何事故或伤亡,承运人概不负责。
- **(b)** 承运人声明,对于乘客所遭受的任何种类的精神损害、精神痛苦或心理伤害,若其并非由于对乘客的身体伤害所致,或并非由于乘客已处于可能发生实际人身伤害的风险中所致,或其并非是由承运人故意行为所致,则承运人不对乘客承担任何责任。
- (c) 就在美国港口不登船,不下船也不停靠,且乘客在欧盟成员国港口启程登船或结束行程下船的国际游轮 巡游而言,承运人有权受到关于承运人对乘客的事故责任的欧盟法规392/2009项下任何就行李灭失或损坏、死亡和/或人身伤害方面责任限制和免除规定的保护。除非该等灭失或损坏是由运输事故(定义为沉船、翻船、船舶碰撞、船舶搁浅、船舶爆炸/失火或船舶缺陷(根据该法规的定义))造成,如果乘客能够证明事故是由承运人过失或疏忽所致,则承运人的责任被限定为不超过每位乘客400,000特别提款权(SDR)(约合608,000美元,该金额将据《华尔街日报》上公布的日汇率浮动)。若该等灭失或损坏是由运输事故造成,则承运人的责任被限定为不超过每位乘客250,000特别提款权(约合380,000美元,该金额将据《华尔街日报》上公布的日汇率浮动)。除非承运人能够证明运输事故非因承运人过失或疏忽所致,否则运输事故导致的灭失赔偿金额最高可达每位乘客400,000特别提款权。运输事故不包括战争、敌对、内战、叛乱、自然灾害或者第三方的故意行为或不作为。若灭失或损坏的发生与战争或恐怖行动有关,承运人就人员伤亡(无论发生于运输事故或非运输事故中)的责任限额为每位乘客250,000特别提款权或每船每事故340,000,000特别提款权(以金额较小者为准)。惩罚性赔偿不适用于欧盟法规392/2009涵盖范围内的游轮。请登录 http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0046:EN:PDF获取欧盟法规392/2009副本。另外,在欧盟成员国港口登船的乘客享有欧盟法规1177/2010项下的权利。有关欧盟法规392/2009的更多信息,请点击此处。有关欧盟法规1177/2010的更多信息,请点击此处。
- (d) 另外,在所有其他游轮上,承运人和船舶享有适用法院授予的或任何适用国内法或国际法(包括但不限于《美国法典》第46卷 §§ 30501至30509和30511)项下的任何法定责任限制或责任免除之权益。
- (e) 乘客参加船上、途经港口岸上的任何运动或娱乐活动(包括但不限于乘客参加浮潜项目,或乘客使用板手球、攀岩墙、击球挡网/投球机、保龄球、蹦极床、溜冰鞋、水上摩托、绳降墙、蜘蛛网、高尔夫、卡丁车、虚拟现实游艺、激光射击游戏、船上水滑梯、充气滑梯、健身房、慢跑、游泳、跳水、健身俱乐部和桑拿设施)时发生的任何伤害或损伤,承运人概不负责。乘客对前述设施的使用,视为其同意承担由此产生的所有风险,并特此完全免除承运人因乘客使用或意图使用前述设施和/或参与前述活动招致的任何索赔、要求、损害赔偿和诉讼理由(无论现在或将来、无论是否已知、无论是否可预计)。
- (f) 有关承运人责任限制的其他规定请参阅下述第7条和第8条。

6.船舶和航程:

(a) 旅行风险:乘客承认并认可,搭乘远洋船舶的旅行中会偶发某些风险和情况,它们超出了承运人可合理控制或减轻的范围。乘客的了解涵盖旅行、交通、乘客处置、行李处理方面的所有风险。除第6(f)款规定外,乘客承担因不可抗力引发或导致的,或者承运人或船长认为因不可抗力而必要或合理的,任何损伤、损失或损害的风险,并免除承运人就上述损伤、损失或损害的责任。"不可抗力事件"包括但不限于以下事件:天灾或人祸;不可抗力;逮捕;政府或其部门或以法律名义给予的限令;海盗;战争;革命;敲诈勒索;恐怖行动或威胁;劫持;轰炸;威胁或实际发生的叛乱、暴动或内乱;火灾、爆炸、碰撞、触礁或搁浅;天气状况;靠岸或抛锚困难;拥堵;海/河/运河/船闸/其他水域的险情;任何种类的航海危险;运河水位偏低或航道不畅;盗窃;机械/锅炉遭受或引发的事故、或潜在缺陷(即使在登船或航程开始时已经存在);船长/船员的渎职行为;船员弃船或叛乱;船舶被依法占有;罢工、停工、劳资纠纷(无论此等罢工、停工、劳资纠纷是否由承运人和其雇员或任何第三方之间的争议所致);或超出承运人可控范围的任何损失。在任何此类情形下,航程可能变更、缩短、增长或全部或部分取消,且承运人不承担退款或其他责任。

- **(b) 取消:**除非第6 (j)款另有规定,承运人因不可抗力事件(船舶替代或行程变更不应视为取消航程)彻底取消航程的,承运人应当应乘客要求,按乘客支付的票价在三十(30)天内予以退款,但对任何附加损害或损失承担责任(无论是否因退款或其他原因所致)。
- (c) **替代船舶**:船舶因任何原因(包括承运人过失)而未按宣传日期或预定日期启航的,乘客同意,承运人有权使用替代船舶或其他运输工具(不论是否为承运人所有或由承运人运营),并重新为乘客提供舱位。
- (d) 行程偏离:"行程偏离事件"是指,因不可抗力事件或其他情况而有必要偏离行程时,由承运人全权决定船舶的航行,以便:继续航行而无需引航和托航,并在任何情形下协助其他船舶;出于任何目的(包括但不限于乘客或船舶利益、救生或保护财产)偏离所购航程或正常航向;增停任何非预定或未宣传的港口;取消任何预定港口的停泊;取消、提前或延迟上岸任何预订或宣传港口的;返回登船港或先前到访的港口(只要承运人审慎认为有必要);使用替代船舶或更换途经港或登船港。
- (e) 游轮旅行开始前的船舶替代和行程偏离:游轮旅行开始前发生船舶替代和/或行程偏离,且对整体游轮旅行体验造成负面影响的,乘客可选择:(1)接受此类替代,承运人将按照下述第6(f)款计算的金额(如有)对乘客给予退款;或(2)取消本合同,收到所支付票价的退款。无论乘客选择第(1)项还是第(2)项,承运人对任何其他损害或损失(无论是否因退款或其他原因所致)概不负责。
- (f) 若乘客选择上述第6 (e)(1)款第(1)项并接受此类变更,则退款(如有)将按如下方式计算:(i)若此类替代或偏离导致游轮旅行时间短于宣传或预定时间,则承运人应根据乘客支付的票价和从游轮旅行行程中扣除的天数按比例予以退款。就退款金额的计算而言,各游轮旅行日应视为自每日凌晨12:01(当地时间)开始。中午12:01(当地时间)以后取消的游轮旅行应视为完整的全天游轮旅行。返回登船港所耗的时间应视为包含于游轮旅行时间内,但前提是乘客在该时间内可享受船上所有服务和住宿;(ii)若推迟起航、港口停靠时间缩短或推迟返回目的港,但天数仍然不变,承运人不承担任何退款或赔偿责任,但需让乘客享受到船上的所有服务和住宿;或(iii)若取消或替换途经港,且承运人由于此类取消或替换而收到港务费和规费和/或岸上观光费(仅限向承运人购买的岸上观光游)的退款,则承运人应将上述款项退还乘客。
- (g) 游轮旅行开始后的船舶替代和行程偏离:游轮旅行开始后,因不可抗力事件或其他情况而有必要偏离,导致发生船舶替代或行程偏离的,承运人仅应承担的责任是,(i)向乘客退还因此类变更退还承运人的港务费和规费和/或岸上观光费(仅限向承运人购买的岸上观光游),和/或(ii)若游轮旅行时间缩短,则根据乘客支付的票价和从游轮旅行行程中扣除的天数按比例予以退款。应在游轮旅行结束后三十(30)天内予以退款。
- (h) 转运:乘客同意,承运人有绝对权利安排其他承运人将乘客和/或乘客行李转运至最终目的地(水运、铁路或空运)。若此类转运是出于承运人便利,则由承运人自行承担相关费用。否则,由乘客承担相关费用。
- (i) 遵守政府指令:承运人具有遵守政府(包括但不限于与健康、安全、移民、海关或安全相关的)指令、建议、指导的绝对权利,且不就此对乘客承担任何性质的赔偿责任。发生检疫隔离情况时,乘客同意承担由此产生的所有风险、损失和费用,并被收取按日计算的生活费(如在检疫隔离期被安置于船上)。乘客承担因推迟或滞留(不论以何种方式所致)而引起的所有风险和损失。因本款所列举的情形而导致乘客和/或行李登船或下船的相关费用,以及在船舶和岸上之间转运的费用,须由乘客承担。
- (j) 船舶机械故障:如果船舶因机械故障而取消航程,乘客有权享有游轮票价的全额退款或部分退款(因机械故障导致航程提前终止)。航程因船舶机械故障而提前终止的,乘客同样有权享有前往船舶预定下船港或乘客启程城市的交通安排,且由承运人视情况选择并承担费用,如需要,也可暂住于非预定的下船港,且费用由承运人承担。

7.行李和贵重物品:

(a) "行李"是指行李箱、旅行袋、背包、包袋、吊具或包裹以及其中之物(包括衣物、服饰、洗漱用品和类似的个人用品),包括所有存放于容器外的乘客个人财产。承运人不予作为行李承运任何交易工具、家庭用品、易碎或贵重物品、贵金属、珠宝、文件、流通票据或其他贵重物品,包括但不限于《美国法典》第46卷§30503中所规定的物品。乘客保证,不会将上述物品放置在任何容器或箱柜中作为行李交付承运人,若乘客违反此承诺将该等物品交付承运人,则免除承运人就上述物品灭失或毁损的任何责任。乘客保证,未携带任何以交易或商业为目的的货物或物品、走私货物、或因其他原因违反了启航港、航程中的停靠港国家海关法律的货物或物品登船。乘客同意,赔偿承运人就因乘客携带任何上述物品登船而可能招致的任何罚款、关税、税金或其他罚款。无论其是否装于乘客行李中或以其他方式携带,在任何情形下,承运人

对易腐品、假牙和/或其他牙科设备、光学设备(包括隐形眼镜)、药品、照相机、娱乐和/或运动器材、珠宝、手机、衣物、电子设备、现金、证券或其他流通票据的毁损或灭失概不负责。

- (b) 乘客和承运人同意并约定,乘客所有行李和任何其他合法携带登船的财产(包括但不限于照相器材、珠宝、手表、手机、衣物和现金)的总价值不超过100.00美元,承运人或船舶就此等行李和财产(无论是否被装入行李或由乘客携带)的任何责任不超过此价值,除非乘客书面声明其真实价值,并在登船前向承运人支付超出总价值部分的5%的金额,在此种情形下,承运人的责任限于实际毁损范围内,且不超过声明价值。任何情况下,承运人对乘客财产或行李的正常损耗概不负责。
- (c) 乘客同意,本合同中所有的免责声明和责任限制规定同样适用于由承运人保管或接受代为保管的贵重物品,包括在承运人的保险箱或安全信封中保管的贵重物品。对于留在船舱内的贵重物品或其他物品的毁损或灭失,承运人概不负责,也不得承担该责任。乘客未出示的任何财产在承运人实际保管期间发生毁损或灭失的,承运人概不负责。
- (d) 乘客同意,行李装卸期间有任何毁损或灭失的,在中国关税区卸货前立即将情况报告承运人人员,如未报告,则承运人对此类毁损或灭失概不负责。行李在非船上范围(涉及飞机、汽车、客车、地面转运、搬运工、装卸工和/或酒店)发生毁损或灭失的,仅由提供此类服务的个人或实体承担相应责任(如有)。乘客同意,承运人不对此类服务作任何保证,对此等毁损或灭失概不负责。
- (e) 就乘客携带登船的财产而言,乘客不负责支付,也无权获得任何共同海损、打捞救助捐款或奖励。

8.独立承包商:

- (a) 船下交通和活动:乘客承认并同意,若承运人为乘客安排了空运、酒店住宿、地面转运、岸上观光游、医疗服务和/或其他船下交通运输、活动、服务、设施或娱乐项目,承运人系完全为了乘客之便利而作此安排,承运人不代表亦不监督拥有、提供或运营此类交通工具、服务或设施的各方或个人,该等服务是由直接为乘客工作的独立承包商所提供,乘客受到该承包商所出具的票券、收据或通知上列明的条款(如有)的约束。因此,乘客同意,承运人对该类个人、各方、承包商、服务或设施的履约不作任何保证,也不承担任何责任,因该类个人、各方、承包商、服务或设施相关的作为或不作为而导致的损失或伤害,承运人概不负责。
- **(b) 其他独立承包商**:乘客承认,提供船上其他个人服务的人员(包括但不限于发型师、美甲师、个人教练和/或按摩师)均为独立承包商,直接为乘客工作,因提供此类服务导致的任何损失或伤害,承运人概不负责。
- (c) 可选服务的付款:上述第(a)和(b)款所述各方或人员有权就任何为乘客提供的或代表乘客提供的服务收取适当费用,此类服务的费用由乘客自行承担。
- (d) 营利实体:尽管承运人按乘客的选择,与独立供应商安排空运、酒店住宿、地面转运、岸上观光游和其他服务,乘客理解并同意承运人作为"营利实体",在此等可选服务的销售中赚取费用。
- (e) 赔偿:乘客承认并同意,如果承运人被认定由于承运人以外的任何人员或实体的过失或过错行为而须向乘客支付损害赔偿,或由于乘客的行为须对任何其他人员或实体承担责任(无论是连带责任还是其他责任)时,乘客将赔偿承运人并使其免于承担任何此类行为和/或损害赔偿的责任。上述同意尤其包括但不限于船上或船下的所有医疗服务,以及所有岸上观光游、交通运输或其他由承运人以外的任何人员或实体提供的设施或活动。
- 9.医疗服务与设施:乘客承认并同意,承运人不负责提供医疗服务和/或运营医疗设施。当随船配有一名外科医生或内科医生,或船上以乘客之名义要求为乘客提供紧急或其他医疗护理或送医服务(下简称"医疗服务")时,乘客理解并同意,承运人系完全为了乘客之便利而如此操作,且此等医疗服务由直接为乘客工作的医疗专业人士提供,承运人无监督义务,也不会对此等医疗服务提供者的行为进行监督或指导。乘客因此同意,承运人无法保证医疗服务水平,由此产生的损失或伤害承运人概不负责。提供医疗服务的人员或实体有权就任何为乘客提供的或代表乘客提供的服务收取适当费用,此类服务的费用由乘客自行承担。乘客特此同意,付还和补偿承运人就上述费用垫付的款项。

10.诉讼时效:

(a) 伤亡诉讼:乘客同意,就乘客精神或人身伤害、疾病或死亡对承运人提起的诉讼或索赔(不论对物或对人),均由具有合法管辖权的中国上海市人民法院按照中华人民共和国适用法律,开庭审理并裁判。乘客不可撤销地同意上述人民法院的管辖权。乘客弃权并同意不以请求、抗辩或其他形式在任何此类索赔、诉

讼和程序中主张上述人民法院对其个人不具有管辖权,此类索赔、诉讼和程序是在不方便的审判机构提起,此类索赔、诉讼和程序的审判地不当,或者本第10(a)款无法由上述人民法院强制执行等抗辩。

- (b) 对承运人提起的其他请求:任何非以乘客的人身伤害、疾病或死亡为基础的乘客与承运人间因本合同或 乘客的游轮旅行而产生或与此相关的争议、索赔或纠纷(无论其为对人诉讼、对物诉讼,或其是基于合 同、侵权、法定、宪法或其它法定权利的,包括但不限于宣称的对公民权利、歧视、消费者或隐私保护法 律的违反而产生,或者针对任何损失、损害赔偿或费用的)(无论其是以何种方式描述、申辩或措辞 的),除通过小额诉讼法庭进行索赔和诉讼解决的外,其余均只能在美国佛罗里达州迈阿密戴德郡根据联 合国《承认及执行外国仲裁裁决公约》(纽约公约1958年) (21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115、《美国法典》第9卷 § 202-208) ("公约") 和《联邦仲裁法》(《美国法典》第9卷 § § 1) ("FAA") 排他性地进行有约束力的仲裁和解决,且不得交由其他审判机构审理。乘客特此同意管辖权的 选择,并放弃在佛罗里达州迈阿密戴德郡的仲裁程序中可能可提出的管辖地异议或其他异议。仲裁应当由 国家仲裁和调解委员会("NAM"),按照向其提交纠纷时有效的《综合争议解决规则和程序》和《收费 表》(视为以引用方式纳入本合同)予以管理。该委员会(电话:800-358-2550, 邮寄地址:Commercial Claims Dept., 990 Stewart Avenue, First Floor, Garden City, NY 11530) 的商务索赔部门将回复任何关于仲裁 程序的问题,也会按需提供一份其现行的《综合争议解决规则和程序》和《收费表》。除非适用的仲裁规 则和本合同中另有规定,或在小额索赔法庭外的任何法院提起诉讼,否则任何一方均无权要求进行陪审团 审判,或仲裁前证据开示。仲裁裁决为终局裁决且具约束力。乘客或承运人可能无法在仲裁程序中享有其 在法院程序中本可能享有的其他权利。由一位仲裁员所作出的裁决可提交至根据公约或《联邦仲裁法》的 规定有管辖权的任何法院。承运人和乘客同意,在上述的仲裁程序中,允许向主张仲裁请求的乘客或其利 益为仲裁请求之目的的乘客,取得其宣誓证词。无论任何州或国家的法律是否有相反规定,在任何情形 下,本条所述的索赔,仅在关于其详细情况的事先书面通知在游轮旅行结束后的三十(30) 日内送达承运 人,且就此有关的法律诉讼在索赔发生之日的六(6)个月内开始,方可对承运人提出诉讼。
- (c) 乘客放弃集体诉讼救济权:本合同中规定,乘客仅可以个人身份就争议解决提起法律诉讼,而非集体诉讼。即使适用法律另有规定,乘客同意,任何以承运人为被索赔或被诉对象的仲裁或诉讼将以乘客个人身份提起,而非作为集体诉讼成员或集体诉讼的一部分提起。乘客明确同意,放弃任何法律赋予其参加集体诉讼的权利。如果乘客的索赔系以上述第10 (b) 条约定的仲裁程序提出,则仲裁员无权按照集体诉讼对索赔进行审理。乘客同意,在任何情况下,本条款与上述第10 (b)款的仲裁条款不可分割。若出于任何原因,该集体诉讼弃权针对任何特定的索赔无法强制执行,则仅在该情况下,此等索赔不受仲裁条款约束。
- (d) 指定乘客作为未成年人的法定代表人:如果乘客与其亲生或收养的未成年子女一同出游,乘客特此同意并约定,其在登船后即指定自身为该未成年子女的法定代表人(《美国法典》第46卷§30508(d)范畴内)。
- 11.旅行证件:登船后,乘客应自备好任何政府机关要求的所有签证、护照、经核证的出生证明、旅行和健康证件(由乘客自行负责获取),如果乘客未能备好相关材料,承运人无义务承运乘客或向其提供运输服务。乘客应向其旅行社或相关政府机关咨询旅行所需的相关材料。若因乘客未备妥相关材料或未在其他方面遵守适用法律或法规而致使承运人被处以或招致的处罚、罚款、收费、损失和费用,乘客应就其向承运人给予赔偿。因乘客行为造成的船票印章、关税、消费税或其他税金或罚款(无论对象是乘客或承运人)、登船费用等,所有此类性质的费用均由乘客承担。乘客特此同意,应承运人合理要求,向其提供所有旅行证件。承运人将在乘客从始发港下船之前,将旅行证件原件退还给乘客。请注意,承运人将保留一份旅行证件的复印件,包括但不限于乘客护照、身份证、银联卡或其他相关旅行证件。乘客同意承运人可以出于与乘客游轮旅行相关的合法、运营、商业所需的目的,收取、保留和使用乘客的旅行证件。若乘客因不符合本条要求而被拒绝登船,承运人无责任退还其票款或向其支付任何其他损害赔偿或任何费用。
- 12.旅行社的选用:乘客同意其为游轮旅行订购或签发本合同,或相关、附带的航空运输或地面交通或岸上观光游而选用的旅行社,仅仅是乘客的代理人,乘客始终负有向承运人支付适用的游轮票价全款的责任。承运人不为旅行社的任何陈述、资不抵债或其他行为,包括但不限于其未将游轮票价的任何部分汇款给承运人或退款给乘客,而承担责任。乘客同意,若经过旅行社购买游轮旅行,任何本合同所述的由承运人向乘客退还的款项将退还给其旅行社或直接退还给乘客,旅行社收到退款或通知,包括本合同,均视为由乘客收到。
- **13.可分割性**:除上述第10(c)条的规定外,乘客同意,若本合同的任何条款因任何原因被认定为无效,该条款即从本合同中分离出来,对本合同其他条款不产生任何影响,它们仍保持其全部效力。

14.[刻意留空]

15.取消:取消游轮旅行、机票、陆地交通的取消费和其他费用适用所有预订的乘客。即使预订未完全取消,也将收取机票、陆地交通和其他费用的取消费。航班的门户城市以及游轮旅行、机票、陆地交通和其他附加服务的使用人姓名变更也视为该等项目的取消。乘客必须致电预订部门进行取消。根据取消游轮旅行的时间,取消费将依据游轮旅行手册中的细则及条款予以确定,且取消费变化无需另行通知。由我们的航空/海运部向参加航空/海运计划的乘客出具的机票仅可退款至承运人。团体预订协议或有不同,付款和取消费用会因促销活动而异。具体细则及条款请咨询您的旅行社并参见团体预订协议或宣传材料。

16.乘客肖像的使用:乘客同意承运人可以出于任何目的(商业目的或其他),在视频、照片或其他宣传文案中使用和展示乘客的肖像,而无需支付任何补偿或承担任何责任。乘客作出此同意,则由其照看和负责的未成年人和其他人士也视为同意使用其肖像。乘客也同意,乘客本人、其他乘客、船员、独立承包人、特许专营店、演艺人员、或承运人任何船舶上第三方的,或对该等船舶的设计、设施、特点或某一部分的描述的任何种类的照片或录影(不论是音频或视频格式),在未取得承运人明确书面同意的情况下,乘客不得将该等照片或录影用于任何商业用途、谋取利润(无论是否为个人利益)或其他用途(包括但不限于以任何媒体格式或广播)。承运人可以采取任何合理措施保障自身权利以及执行本条款。

岸上观光套餐 细则及条款

以诺唯真游轮名义经营的Eurosoft Corporation Limited公司(以下简称"承运人")给予采购者("采购者")本 岸上观光套餐凭单("凭单")以参与岸上观光套餐项目。通过接受本凭单和本凭单项下所提供的服务,采购者代表采购者本人或享受本凭单的其他任何人,包括由其照管的未成年人,特此同意本凭单中的细则及条款。

1.责任:

采购者确认,承运人不拥有、控制、维护或管理任何本凭单提供的航线、航空承运人、大型客车、出租车、地面承运人、酒店、餐厅、旅行社、观光旅游或其他设施、设备产品、活动或服务及其提供者和员工。采购者确认并同意,每个前述提供者均为独立的合同方,不是且不应被视为是承运人的代理。对于该等提供者或其交通工具、活动、设施、产品或服务的适用性或安全性,承运人不做任何担保或其他类似表述。已向采购者告诫提供者的该等交通工具、活动、设施、产品或服务存在的风险,采购者始终自担参与岸上观光套餐项目的风险。

在安排本凭单相关的乘客运输、岸上观光游、酒店、食宿或任何其他活动、设施、产品或服务时,承运人仅为采购者的便利行事。采购者特此确认并同意,对于任何因该等提供者的作为或不作为或者在本凭单所述的任何活动期间产生的损失、损害、伤害、死亡或其他索赔(包括但不限于航班、轿车或大型客车未按时到达所带来的延误或不便),承运人概不承担责任。承运人也不对采购者的行李或其他财产的损失或损坏承担责任。

所有个人财产和私人物品的所有风险在任何时候都应由所有人自行承担,承运人对该等财产或物品概不承担任何责任。已提醒采购者注意防范其个人财产在酒店客房及运输过程中的遗失风险。承运人对于在本凭单项下进行的任何活动期间产生的任何个人物品的遗失或损坏概不承担责任。

除了《乘客船票合同》中所述的权利、抗辩、免责及限制,且当与该等合同存在不一致时,所有适用于航线、航空承运人、大型客车、出租车、地面承运人、酒店、餐厅、旅行社或其他根据本凭单提供服务各方的免责或责任限制条款或该等提供服务方给予的免责或责任限制待遇应同样适用于承运人。

- 2.价格:本岸上观光套餐项目的价格不包括本凭单或提供给采购者的文件中未列举的食物、饮料或其他附带项目、费用和税费。报价采用的是美元,金额是印刷时有效的金额。价格变化将不予另行通知。
- **3.取消**: 若发生承运人无法控制的事件,如罢工、封锁、民间动乱、天气或其他原因,或出于采购者的安全或舒适或其他原因,承运人可以自行决定取消任何本凭单列举的服务,但无义务提供替补酒店或服务,且承运人对于因取消或替换服务而为采购者招致的任何损失不负有责任。
- **4.可分割性**:若本凭单合同的任何细则及条款违反任何法域内的法律或被任何法域内的法律认定为无效,本 凭证合同其他条款的效力不受影响。

- **5.强制性:**采购者确认并同意,本凭单中的条款具有合同效力,并非仅是陈述,采购者通过接受本凭单表示同意其条款。
- **6.完整协议**:除非承运人和采购者就乘坐承运人游轮出国旅行而签订的《乘客船票合同》中另有约定,本凭单和《乘客船票合同》中的细则及条款构成承运人和采购者之间的完整协议,取代所有承运人的广告、通知、手册或其他文本中或承运人员工作出的陈述或条件,以及向采购者或采购者代表作出的或声称作出的所有承诺和约定。若本凭单和《乘客船票合同》存在任何不一致,应以《乘客船票合同》为准。
- **7.管辖地和适用法律:** (欲了解详情,请参见上述《乘客船票合同》第 10 条 (a)、(b)和(c)款。)

Guest Conduct Policy 游客行**为**守**则**

It's your vacation and you should have the freedom to choose how you spend it. That's Freestyle Cruising® on Norwegian Cruise Line. Dress up or down. Sleep in or catch a sunrise from your own private balcony. Take in some never-before-seen entertainment at sea. Even eat somewhere different every day, on your own schedule. Whether you're on board or on shore, you can do as much or as little as you please. It's all up to you.

您有自由选择如何度过您的假期,这就是诺唯真游轮的自由巡游[®]。打不打扮,睡觉或在包厢看日出,在海上参与从未体验过的娱乐活动,或是每天在不同的地方随意地享受美食。无论在船上或是在岸上,您可以根据个人喜好行事,这都取决于您自己。

Although Freestyle Cruising offers you plenty of freedom and flexibility, it is important that all our guests have a common understanding of the expected behavioral standards while on board our ships. This Guest Conduct Policy is intended to ensure that all guests enjoy their cruise experience while following our code of conduct throughout their vacation. Whether you are transferring to and from ships, are inside the terminal, exploring on a shore excursion, enjoying our private island or on board one of our ships, we ask that you abide by this policy. It is not intended to be all-inclusive and it is possible that not all issues are specifically addressed. Guests are always expected to follow the direction of the ship's Captain, who will take the necessary action to ensure the safety, security and well being of our guests. Guests are also expected to comply with applicable laws of the various countries that their cruise visits. Updates to the Guest Conduct Policy may be made between publications of this directory and will be available for review on the Norwegian Cruise Line website www.ncl.com.

尽管自由巡游下您有充分的自由和灵活性,所有游客对于在船上时的行为规范达成共识是十分重要的。本游客行为守则是为了保证通过遵循我们的行为守则,所有游客在假期中都能享受游轮旅行的体验。无论您是在上下船过程中、码头内、岸上短途观光,享受我们的私人岛屿或在我们的游轮上,我们都要求您遵守本守则。本守则不意味着涵盖所有事项,并非所有问题本守则都有明确规定。船长会采取必要的行动确保游客的安全和健康,游客应遵守船长的指示。游客也应遵守游轮访问的所有不同国家的法律。本游客行为守则会在本指引公布时更新,您可在以下诺唯真游轮的网站上查阅:www.ncl.com。

SAFETY AND SECURITY

安全与保障

Safety and security are everyone's responsibility. Should anyone become aware of unsafe or possibly illegal behavior during their cruise, they should immediately report this to the ship's Security Staff or other ship management. This may be done through ship's telephone system by dialing 911 or by seeking the assistance of a crew member.

安全与保障,人人有责。若在游轮上时发现不安全的情形或可能的非法行为,游客应立即报告船上的安保人员或其他游轮管理人员。游客可以通过船上电话系统拨打 911 报告或寻求船员的帮助。

GUEST CONDUCT

游客行为

GUEST AND CREW INTERACTION

游客与船员间互动关系

Our crew members are friendly, outgoing and helpful, and they will do their very best to make your vacation as enjoyable as possible. Please do not misinterpret their friendliness. Crew members are prohibited from engaging in physical relationships with guests. Crew members are not permitted to socialize with guests beyond their professional duties, and are not permitted to be in guest staterooms, except for the performance of their shipboard duties. Guests are expected to respect these policies and are similarly prohibited from engaging in physical relationships with crew members. Guests are not permitted in any restricted or crew area of the ship, including crew staterooms and corridors.

我们的船员是友善,随和且乐于助人的。他们将竭尽所能使您的假期充满愉悦。但请不要曲解他们的友善。船员不得与游客发生肢体接触。船员也不得在其职责义务外与游客进行交流。除非工作需要,船员不能进入游客的客房。游客应尊重该等政策,不与船员发生肢体接触。游客不得擅自进入游轮上的任何非开放区域或员工区域,包括船员休息区和走廊。

VERBALLY ABUSIVE OR OFFENSIVE LANGUAGE

污言秽语

Verbally abusive or offensive language directed toward anyone, to include guests, crew members, governmental officials, or others is not permitted.

禁止向游客、工作人员、政府官员或其他任何人使用污言秽语。

INAPPROPRIATE OR ABUSIVE BEHAVIOR

不得体或冒犯的行为

Inappropriate or abusive behavior including uninvited physical contact, solicitation, harassment, vandalism, theft, violence, use of fake/false identification, underage drinking (see alcohol section below), providing alcohol to those under the allowed age (see alcohol section below), possession of illegal substances/items or any other illegal or offensive conduct is not permitted.

禁止不得体或冒犯的行为,包括未经许可的肢体接触、引诱、骚扰、流氓行为、偷盗行为、暴力行为、使用虚假身份、 未达法定年龄而饮酒(参见下述有关饮酒的规定)、向未达法定年龄的游客提供酒精饮品(参见下述有关饮酒的规 定)、携带不合法的物质/物品或任何其他非法或冒犯性的行为。

UNSAFE BEHAVIOR

危险行为

Sitting, standing, laying or climbing on, over or across any exterior or interior railings or other protective barriers, or tampering with ship's equipment, facilities or systems designed for guest safety is not permitted. Guests may not enter or access any area that is restricted and/or for the use of crew members. Any other unsafe behavior, including failure to follow security instructions, is not permitted.

禁止扶坐、站立、躺卧、攀爬或翻越游轮的内外部栏杆或其他防护栏,或损坏用以确保游客人身安全的设备、设施或系统。游客不可进入非公共开放区域和/或供员工使用的区域。禁止包括不遵守相关安全指示的其它危险行为。

DISCOURTEOUS OR DISRUPTIVE BEHAVIOR

不礼貌或破坏行为

Pool, deck and theater chairs may not be reserved. Topless sunbathing is not permitted. Boom boxes or loud radios are not permitted. Roller blades, roller skates, skateboards, scooters, surfboards, bicycles, and similar items may not be utilized on-board; except for mobility aids related to special needs, as approved by the ship's management.

泳池、甲板和剧院座位可能不接受提前预定。游客在日光浴时不得赤裸上身。不得使用嘈杂的播放设备或无线电。不得在船上使用溜冰鞋、滑板、滑板车、冲浪板、自行车以及其他类似物品(经游轮医疗人员批准的用于特殊目的的移动辅助设备除外)。

SMOKING

吸烟

As the health and well-being of our guests and crew is of the utmost importance, Norwegian Cruise Line will institute changes to its smoking policy for all sailings on or after November 1, 2014. The specific changes prohibit smoking on stateroom balconies and limit smoking in the casino to players. On Norwegian Getaway and Norwegian Breakaway, smoking on The Waterfront will be permitted on the starboard side, except by the outdoor dining areas. Public areas throughout all our ships are smoke-free. If you smoke regular or electronic cigarettes, you can do so in designated areas only. For more information on our smoking policy please click here.

鉴于游客和船员的健康和舒适最为重要,诺唯真游轮将对自 2014 年 11 月 1 日起的所有航程中的禁烟政策予以调整。该等特别调整禁止在客房和阳台上吸烟,并限制赌客在赌场中吸烟。在诺唯真 Getaway 号和 Breakaway 号上,允许在 "The Waterfront"全景甲板的右舷一侧(除了室外就餐区)吸烟。在我们游轮上的所有公共区域都不允许吸烟。您只能在指定区域吸普通烟或电子烟。更多关于禁烟政策的信息请点击这里。

CURFEWS

宵禁

Ship's management reserves the right to enact and enforce curfews on an individual, group, or ship-wide basis, if in the sole judgment of the ship's Captain, such steps become necessary to ensure guest or crew safety. Children under the age of 17 are not allowed unaccompanied by an adult after 1:00 am.

游轮管理人员保留对特定个人、团体或全船人员实施宵禁的权利,若根据船长的独立判断,该等措施对于确保游客和船员的安全是有必要的。凌晨 1:00 后,未满 17 岁的儿童必须有成年人陪同。

DISEMBARKING FROM A SHIP

离船

Parents or guardians must not permit any guest in their care under age 18 from leaving a ship in any port without responsible adult supervision.

父母或监护人不得允许任何未满 18 岁的游客在没有成年人看管的情况下在任何港口擅自离船。

PARENTAL AND GUARDIAN RESPONSIBILITY For purposes of this Guest Conduct Policy, a minor is defined as anyone under the age of 18. A young adult is defined as anyone ages 18, 19 or 20. Parents and guardians are responsible for the behavior and appropriate supervision of their accompanying minor(s) and young adult(s) throughout their vacation. This obligation applies during transfers to and from ships, inside terminals, while onboard, at our ports of call, during shore excursions and at our private destinations. This responsibility applies at all times, regardless of whether the parents and guardians are physically in the company of their minor(s) and young adult(s).

父母及监护人责任 为本游客行为守则之目的,未成年人是指不满 18 周岁的自然人。青少年是指 18、19 或 20 岁的自然人。旅行期间,父母及监护人应对未成年人和青少年的行为负责并负责监管随行未成年人和青少年的行为举止,包括在上下船时、码头内、登船后、沿途停靠港、岸上短途观光期间以及私有目的地。上述责任在任何情形下均适用,无论该未成年人或青少年的父母或监护人是否在场。

ALCOHOL

饮酒

Norwegian Cruise Line guests are expected to be responsible for their actions at all times, including during transfers to and from ships, inside terminals, while onboard, at our ports of call, during shore excursions and at our private destinations. Consuming alcohol to excess impairs one's judgment and reduces one's ability to recognize and avoid potentially dangerous situations. Guests who choose to consume alcohol must do so responsibly. The ship's staff may refuse to serve alcoholic beverages to any guest who does not consume alcohol responsibly. Ship's personnel may request verification of a guest's age to verify they are of age to consume alcohol pursuant to this policy. Any guest that violates this alcohol policy, will be considered for disciplinary action pursuant to the "Consequences Section" of this Guest Conduct Policy, and may lose their privileges to use the disco or other areas or facilities of the ship or maybe required to disembark the vessel.

诺唯真游轮的游客在任何时候都应对自己的行为负责,包括在上下船、码头内、登船后、停靠港、岸上短途观光期间以及在私有目的地。过度饮降低人的判断力,削弱了其辨识及避免潜在危险情境的能力。因此游客饮酒必须适可而止。游轮工作人员可以拒绝向任何过量饮酒的游客提供酒精饮料,也可以要求游客提供年龄证明,以确认其符合饮酒的年龄政策。任何违反饮酒政策的游客将考虑根据本游客行为守则的"后果条款"予以处罚,并可能剥夺其使用游轮上的迪斯科舞厅或其他区域或设备的权利,或可能被要求离船。

Guests are not permitted to bring alcoholic (except wine & a corkage fee will be charged) beverages onboard and Security reserves the right to inspect containers (water bottles, soda bottles, mouthwash, luggage, etc.) at any time. Alcoholic beverages that are purchased from onboard shops or in ports-of-call (which must be presented to security upon re-boarding), will be held until the last night of the cruise. The Freestyle Daily will list the location and time for pick up. Guests who are under the permitted drinking age will not have alcohol returned to them.

游客不得携带酒精饮料(除非收取开瓶费)上船,船上安保人员保留在任何时候检查游客所携带容器(水壶、汽水瓶、漱口水杯、行李等)的权利。游客在游轮商店或停靠港口的商店购买的酒精饮料(必须在登船时向安保人员出示)必须交由工作人员保存到行程最后一晚。自由巡游日志将列明领取的地点和时间。不满饮酒年龄的游客所持有的酒精饮品将不予退还。

The minimum drinking age for all alcoholic beverages on Norwegian Cruise Line ships is 21. Guests who are 18 - 20 years of age can purchase and consume beer or wine when the ship is in international waters (3 miles out of US territorial waters). The age modification does not apply for Alaska and Hawaii sailings. The parent or legal guardian must be onboard the sailing with the young adult and present themselves at the Front Desk so they can sign the form allowing the consumption of beer and wine only. A notarized Parent Consent Form or any other document allowing for temporary guardianship for the purposes of the sailing only will not be accepted.

在诺唯真游轮上允许饮酒的最小年龄为 21 周岁。当游轮位于国际水域时(美国领海以外 3 海里),18 至 20 周岁的游客可以购买并饮用啤酒或葡萄酒。这一年龄调整不适用于阿拉斯加及夏威夷的航程。父母或法定监护人在航程中必须在船上陪同青少年,并保证在场以在前台签署仅允许饮用啤酒和葡萄酒的表格。父母同意书的公证文件或任何其他允许在航程中临时监护的文件都是不被接受的。

For purposes of complying with the minimum drinking age requirements, a guest's age is established upon embarkation (beginning of the cruise). If a guest celebrates their birthday during the cruise, and thereby becomes of age to consume alcohol,

the guest may thereafter ask the Guest Services Manager to modify ship's records to permit their consumption of alcohol during the remainder of the cruise. The guest will be required to appear at Guest Services to present a government issued form of identification to permit verification of their age.

为遵守最低饮酒年龄的要求,游客的年龄根据其登船时(游轮开始时)的年龄确定。若游客在航程中度过生日,并因此 达到允许饮酒的年龄,游客必须通知游客服务经理修改船上资料,以允许其在剩余航程中饮酒。游客应在游客服务中心 出示政府签发的身份证明以供核实其年龄。

On cruises embarking in a country where the legal drinking age is lower than 21 and where a young adult (age 18, 19 or 20) is not traveling with a parent or legal guardian, they will generally not be permitted to consume alcohol. There may be exceptions made to this restriction in areas of the world where local laws require and Norwegian Cruise Line concurs. Details on such exceptions can be obtained from the Guest Services Desk. No guest under age 18 may possess or consume alcohol at any time, while onboard or at our private destinations. No guest under age 21 may possess or consume alcohol at our private destinations. Any guest who goes ashore and consumes alcohol (whether under the supervision of a parent/guardian or not, is responsible for ensuring they consume responsibly and retain their ability to recognize and avoid potentially dangerous situations when they return to the ship. Parents/guardians are reminded they are responsible for the actions of their child/young adult at all times while on a Norwegian Cruise Line cruise.

当在法定允许饮酒年龄低于 21 周岁的国家,以及青少年(18 至 20 周岁)没有与父母或法定监护人一起旅行的国家登船时,通常饮酒是不被允许的。这一限制在当地法律要求而诺唯真游轮支持的某些区域可能存在例外。这些例外的具体细节可以向游客服务台索取。在任何时候未满 18 周岁的游客都不允许持有酒精饮料或饮酒,不论是在船上或在私人目的地。不满 21 周岁的游客在我们的私人目的地不允许持有酒精饮料和饮酒。任何游客上岸并饮酒(无论是否在父母/监护人的监督下),应确保适可而止并保证在回到游轮上时有能力辨识和避免潜在的危险。在诺唯真游轮的航程中,父母/监护人对其孩童/青少年的行为始终承担责任。

Guests who violate any alcohol policy, including but not limited to underage drinking; providing alcohol to minors or young adults; possessing, concealing or attempting to conceal alcoholic items in their luggage, when boarding, or while on board; engaging in alcohol drinking games; or failing to consume alcohol responsibly, will be considered for discipline under the provisions of this policy.

若游客违反饮酒政策,包括且不限于:未成年人饮酒;向未成年人或青少年提供酒精饮料;上船时或上船后在行李中携带、隐藏或试图隐藏酒精类物品;或参与饮酒游戏;或过量饮酒,则将考虑对该游客将按照本守则的规定予以处罚。

PROHIBITED ITEMS

违禁物品

ITEMS WITH HEATING ELEMENTS OR OPEN FLAMES

发热或产生明火的物品

Certain items that generate heat or produce an open flame are not permitted onboard. This includes clothing irons, hotplates, candles, incense and any other item that may create a fire hazard. Curling irons and hair dryers are allowed and may require a converter.

禁止携带可释放热量或产生明火的物品登船,包括熨斗、电热板、蜡烛、熏香或其他可引发火灾的物品。卷发棒与电吹风可以携带上船,可以携带转换器。

DRUGS OR OTHER ILLEGAL SUBSTANCES

毒品或其他非法物品

No illegal drugs or other illegal substances including but not limited to medical marijuana are allowed onboard or may be utilized during a Norwegian Cruise Line vacation, including during transfers to and from ships, inside terminals, during shore excursions or at our private island. Illegal drugs or substances will be confiscated and appropriate action taken, which may include removal from the ship and involvement of appropriate authorities. In addition, foreign governments at Norwegian Cruise Line ports of call have strict laws that address drug possession. Guests found in violation of such laws are subject to arrest and prosecution by the foreign jurisdiction (and perhaps United States or other authorities as well) and may be prevented from re-boarding the ship.

禁止携带违禁药品或其它非法物品上船,禁止在诺唯真游轮度假期间,包括在上下船时、码头内、登船后、停靠港、岸上短途观光或在游轮私人目的地时吸食毒品或使用其他非法物品,包括但不限于医用大麻。对于非法的药品或者物品游轮工作人员将予以没收并采取相关措施,包括带离船舶或让有关部门介入。此外,诺唯真游轮停靠港口所属国家对于持有毒品有严格的法律规定。若发现游客触犯相关法律,则该有管辖权的国家(可能是美国或其他国家)有权将其逮捕并对该游客提起诉讼,且游轮有权拒绝该名游客重新登船。

WEAPONS, EXPLOSIVES OR OTHER DANGEROUS ITEMS

武器、爆炸物或其他危险物品

No weapon, explosive, or other item that presents a risk of harm to persons or property, are permitted onboard. They will be taken by ship's Security and appropriate action taken. Guests are not allowed to bring their own scuba gears onboard such as oxygen tanks, diving knives, spears, etc.

禁止携带武器、爆炸物或其他对他人人身或财产具有危害风险的物品上船。一经发现,船上的安保人员将立即予以没收并采取相关措施。游客禁止携带潜水用具上船,如氧气瓶、潜水刀、潜水叉等。

Health and Environment

健康与环境

HAND WASHING

洗手

Guests are strongly encouraged to wash their hands with soap and hot water after using the restroom and before eating or handling food. Medical experts say this is one of the best ways to prevent illnesses from starting or spreading.

在如厕后或在进食或接触食物前,强烈建议游客应用肥皂和热水将双手洗净。医生认为洗手是能有效防止生病或病毒传播的最佳方法之一。

ILLNESSES AND ISOLATION OF GUESTS

游客患病和隔离

Norwegian Cruise Line follows practices and maintains policies that seek to prevent illnesses from affecting our guests. One of the best ways to prevent the spread of contagious illnesses like gastrointestinal viruses, colds and flu is to wash your hands thoroughly for at least 20 seconds with soap and hot water after using the restroom and again before eating anything. In the event you experience symptoms that indicate a gastrointestinal illness, such as diarrhea or vomiting, or know of someone experiencing these symptoms, you must advise the medical staff immediately. In addition, some gastrointestinal illnesses remain contagious up to 72 hours or more after symptoms subside; therefore, if you or someone you know experienced such an illness just prior to your cruise, you must immediately notify the ship's medical staff. This will permit the crew to take steps to reduce the chance that your illness will spread to others on the ship. Failure to immediately report a contagious illness to the ship's medical staff, or to accurately describe its onset, greatly increases the likelihood the illness will spread to others and is a violation of this Guest Conduct Policy. In the event of a contagious illness, the ship's crew will take steps to curtail its spread to other guests, including if necessary, steps set forth in the Consequences Section on next page.

诺唯真游轮遵循避免游客感染疾病的做法并制定相关规定。避免传染性疾病,如肠胃疾病病毒、感冒与流感的最好的方法之一就是在如厕后或进食前用肥皂和热水彻底洗手至少 20 秒。若游客出现肠胃疾病症状,如腹泻呕吐等,或发现他人出现此类症状应立即通知医疗人员。此外,某些肠胃疾病在症状消失后 72 小时或者更长的时间内仍然有感染性;因此,在航行前若发现自己或他人患上此类疾病应立即通知游轮医疗人员。由此工作人员将采取相关措施来降低其他船上游客被感染的几率。如未能及时通知游轮医疗人员或无法准确描述发病症状,将致使疾病的传播几率提高,也与本守则的要求不符。在出现游客患上传染疾病时,游轮工作人员将采取措施防止传染他人,包括在必要情况下采取 "后果" 章节中规定的措施。

AGE POLICIES

年龄政策

FACILITY	AGE REQUIREMENT
设施	年龄要求
Kids Crew 儿童活动小组	Ages 2 through 17, with age-specific sections. Must be potty trained and no age bumping permitted. 2 周岁到 17 周岁,有根据各年龄特点的各类活动内容。儿童游客应具有如厕能力,禁止虚报年龄的行为。
Pools ** 泳池	Guests must be fully toilet trained to enter the pools or hot tubs. Therefore, guests in diapers, pull-ups or swimmers may not use the pools or hot tubs, even if accompanied by a parent or adult guardian. 进入泳池或热水浴缸的游客应具有自行如厕能力。因此,穿着尿布、尿片或尿不湿的游客不得使用泳池或热水浴缸,即使其有父母或监护人陪同。
Hot Tubs ** 热水浴缸	Under age 16 must be accompanied by a parent or adult guardian. Guests must be fully toilet trained to enter the pools or hot tubs. Therefore, guests in diapers, pull-ups or swimmers may not use the pools or hot tubs, even if accompanied by a parent or adult guardian. 16 周岁以下必须有父母或成年监护人的陪同。进入泳池或热水浴缸的游客应具有自行如厕能力。因此,穿着尿布、尿片或尿不湿的游客不得使用泳池或热水浴缸,即使其有父母或监护人陪同。
Drinking Age	18-20 for beer and wine (with parent consent) 21 for all alcoholic beverages.
饮酒年龄	18-20 周岁经父母同意可以饮用啤酒和葡萄酒,21 周岁可以饮用所有酒精饮料。
Fitness Center (Gym) 健身中心	Children under the age of 16 are not allowed in the Fitness Centers. 16 周岁以下儿童不得使用健身中心。
Day Spa	Age 18 and over.
日间水疗	18 周岁及以上
Adult Night Club/Disco	Age 18 and over (See alcohol policy).
成人夜总会/舞厅	18 周岁及以上(见饮酒政策)
Casino ****	Age 18 and over
赌场	18 周岁及以上

** United States Public health (U.S.P.H.) regulations prohibit diapers of any kind, including those marked as "swimmers," in the swimming pools or hot tubs.

美国公共卫生部(U.S.P.H.)的规定禁止穿着任何种类的尿布,包括标示为"尿不湿"的尿布使用泳池或热水浴缸。

*** If you're 18 through 20 years of age and you have written consent of your parents or guardian (parent or guardian must be on board), you can purchase beer or wine for yourself only when the ship is sailing in international waters (except Alaska and Hawai'i cruises where you must be 21 years of age to consume or purchase alcohol of any kind)

若您的年龄在 18 至 20 周岁间,且有您父母或监护人(父母或监护人必须在船上)的书面许可,您可以在游轮航行在国际水域时(除了阿拉斯加和夏威夷游轮航线,在这两条航线中您必须年满 21 周岁才能购买和饮用酒精饮料)为您自己购买啤酒或葡萄酒。

**** If you want to gamble in our casinos, you must have a valid ID showing you are 18 years or older.

若您希望在我们的赌场赌博,您必须有合法的身份证件证明您已满18周岁。

CONSEQUENCES

后果

FAILURE TO ACT IN ACCORDANCE WITH THIS POLICY MAY RESULT IN:

不遵守本政策将导致:

- Intervention by Security, other management personnel or law enforcement
- Removal of certain onboard privileges, which may include being detained, quarantined or confinement
- Confiscation of illegal/contraband/prohibited items (may be turned over to law enforcement authorities) and used for prosecution
- Denial of boarding on the current or any future Norwegian Cruise Line cruise vacation
- Reporting of incidents to government and law enforcement authorities for follow-on legal action
- Removal from ship at the next port-of-call. Guests removed from a Norwegian Cruise Line ship pursuant to this policy, are responsible. Documentation requirements for re-entry into the guest's home country are also the responsibility of the guest.
- 安保人员、管理人员或执法人员进行干预
- 剥夺某些船上的专有权利,包括拘留、隔离或者禁闭
- 没收非法/走私/违禁物品(可能交至有关执法部门)并用于起诉
- 禁止参加本次或以后的诺唯真游轮航次的度假活动
- 将事故汇报至政府和执法部门以采取后续法律措施
- 在下一停靠港口将该游客遣返回岸。根据本政策从诺唯真游轮上遣返上岸的游客应承担责任。游客返回其国家 所需文件由游客自行负责。