

Booking Details

Booking Date : Thu 28 Feb 2013
 Address : Block D Fllor 19 Yintong No.1016 Dingxi, RD Shanghai, China China
 Contact : 8621-52377977 (Telephone)
 Email : 153829115@qq.com
 May change up to 4hrs from departure time

Booking Reference:
NEVC9U
 Status:
Confirmed

Guest Details

- | | | |
|---------------------------|-----------------------|--------------------------|
| 1. LIQIAN BAI (Adult) | 2. RENWEI LUO (Adult) | 3. JIAWEI YAO (Adult) |
| 4. JINGQUAN ZHENG (Adult) | 5. YAJING DAI (Adult) | 6. JUN ZHOU (Adult) |
| 7. RUI ZHOU (Adult) | 8. YANFEI ZHU (Adult) | 9. SIHAN LU (Adult) |
| 10. HUI WANG (Adult) | 11. JIWU MU (Adult) | 12. HUA YANG (Adult) |
| 13. DONGLI HUANG (Adult) | 14. NI PAN (Adult) | 15. RUNZHI ZHANG (Adult) |
| 16. JIAWEI CHEN (Adult) | 17. YING CHEN (Adult) | 18. CHAO WANG (Adult) |
| 19. YANTING WANG (Adult) | 20. LIANG HUA (Adult) | 21. JING SUN (Adult) |
| 22. YAO ZHANG (Adult) | 23. YI ZHANG (Adult) | 24. XIAOTAO ZHOU (Child) |

Flight Details

Route	Flight #	Departure	Arrival
Shanghai to Kalibo	5J 75	Mon 04 Mar 2013, 2205H Shanghai Pudong International Airport terminal 2	Tue 05 Mar 2013, 0205H Kalibo International Airport
Kalibo to Shanghai	5J 74	Fri 08 Mar 2013, 1645H Kalibo International Airport	Fri 08 Mar 2013, 2045H Shanghai Pudong International Airport terminal 2

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Payment Details

Base Fare:	0.48	Date:	Thu 28 Feb 2013
Airport Fee:	2,070.00	Type:	AG (Approved)
Total Amount:	2,070.48	Transaction ID:	88504629
		Amount:	CNY 2,070.48

The advertisement features the 'FUNshop' logo in large, bold, blue and orange letters. Below it, the text 'Inflight Duty Free' is written in a smaller, red font. At the bottom, the slogan 'Sky's the limit shopping!' is displayed in blue. The background includes images of two bottles of liquor, a pair of sunglasses, and a wristwatch.

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Fare Rules

1. Flight changes must be made more than four(4) hours before departure time with the following options: (1) rebook the flight subject to fees and penalties, (2) cancel and store it in a Travel Fund subject to penalties which may be used within ninety (90) days, or (3) transfer the booking to another for a fee.
2. Lite Fares are rebookable and may be stored in a Travel Fund subject to applicable fees and fare difference.
3. Go through fare must be used in sequence as booked. Flight changes or cancellations are not permitted once any of the segments has been used. There is a nominal fee included in the go through fare.
4. Promo fares are non-reroutable, non-transferable, non-refundable and may not be stored in a Travel Fund.
5. Group bookings are subject to specific rules on deposits, payments, rebooking and restrictions.
6. For complete summary of applicable fees, taxes and surcharges, please check out <http://www.cebupacificair.com/Pages/fee-summary.aspx>
7. Carriage of passenger and baggage is subject to the Terms and Conditions of Carriage approved by the Civil Aeronautics Board. For complete Terms and Conditions of Carriage, <http://www.cebupacificair.com/Pages/TermsConditionsofCarriage.aspx>



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GENERAL TERMS AND CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE

Clause 1 - Definitions

In these General Conditions, capitalized terms, expressions and abbreviations have the meanings set out for them in Schedule 1.

Clause 2 - Interpretations

2.1 Unless otherwise stated in this General Conditions:

- plural concepts shall include the singular and vice versa;
- a reference to one gender shall be deemed to include a reference to any other gender;
- any document, excluding this General Conditions, shall include any amendment to or revision of that document and any replacement for it;
- a Clause or a Schedule is a reference to a clause of or a schedule to this General Conditions;
- any Regulation shall include any amendment to that Regulation and any replacement for it;
- "includes," "including," "include" or similar terms shall not be construed as limiting and shall mean "including, without limitation," and

• in the event of a conflict between the provisions of any Regulation and the provisions of this General Conditions, then the provisions of the Regulation shall prevail.

• copies of this General Conditions are available in several languages and in case of doubt in the interpretation of this General Conditions, the English language version shall prevail.

2.2 Headings to Clauses in this General Conditions, its Schedules and the Regulations are for convenience only and are not intended to affect their meaning.

Clause 3 - Applicability

3.1 General

Except as otherwise provided in this Clause 3, this General Conditions apply only on flights or flight Sectors where the name of the Airline or its Airline Designator Code is indicated in the Itinerary Receipt for that flight or flight Sector.

3.2 Charters

This General Conditions shall apply to any charter flight of the Airline to the extent that this General Conditions is incorporated by way of reference in the charter agreement for that charter flight or in the Itinerary Receipt.

3.3 Conflict with Law

This General Conditions and all Regulations shall apply unless inconsistent with applicable law. In the event of any inconsistency between applicable law and any provision of this General Conditions and any Regulation, the latter shall prevail, but all other provisions not so inconsistent shall remain valid.

Clause 4 - Itinerary Receipt

4.1 General

4.1.1 The Airline will carry a Passenger only (a) if he is named in the Itinerary Receipt, (b) if his booking is confirmed in the reservations system and (c) upon presentation of proof of identification and such valid travel documents as may be required by applicable law, this General Conditions and any Regulation.

4.1.2 The Itinerary Receipt is conclusive proof of the contract of carriage between the Airline and the Passenger and its issuance is subject at all times to this General Conditions and the Regulations. By accepting the Itinerary Receipt, the Passenger is deemed to have read and understood this General Conditions and the Regulations and agrees to be bound thereby.

4.1.3 The Itinerary Receipt is not transferable except in cases cited in this General Conditions or in the Regulations.

4.2 Validity

4.2.1 Except as may otherwise be provided in this General Conditions and the Regulations, flight reservations are valid only for the flights, dates and routes stated in the Itinerary Receipt.

4.2.2 The Itinerary Receipt is valid until the latest travel date specified therein.

Clause 5 - Fares, Taxes, Fees and Charges

5.1 Fares

5.1.1 Applicable Fares

(a) The applicable fares are published by or for the Airline electronically or through any other medium. Fares are calculated in accordance with the Airline's Tariffs and fare categories in effect on the date and at the time that the flight reservation is paid and the Itinerary Receipt is issued for travel on the specific dates and Itinerary stated therein. The Airline may revise any fare and flight schedule at any time and from time to time without prior notice and without incurring any liability.

(b) Infants (a) sitting on an adult's lap and (b) below two years of age will be charged only a minimal handling fee. Only one infant may be allowed to sit on the lap of every one adult. Infants traveling from Hong Kong will be assessed a security surcharge (O tax).

(c) Fares must be paid in full prior to the issuance of the Itinerary Receipt.

5.1.2 Coverage

Fares apply only to carriage from the airport of origin to the airport of destination.

5.1.3 Exclusions

Unless otherwise stated in the Itinerary Receipt or the Regulations, fares do not include:

(a) ground transport services between airports and between airports and town terminals;

(b) administrative and service fees and other charges;

(c) government taxes, fees and charges; or

(d) government-authorized Airline surcharges.

5.1.4 Currency

Fares and charges are payable in the published currency, except as the Regulations may otherwise allow.

5.2 Taxes, Fees and Charges

5.2.1 Government taxes, fees and charges are generally collected by or for the Airline at the time of payment of the reservation. If not included in the fare, these are shown separately in the "Tax/Fee/Charges" boxes of the Itinerary Receipt. Taxes and charges not collected by the Airline will be payable upon check-in or prior to departure to the Airline or directly to the concerned government agency.

5.2.2 The types and rates of taxes, fees and charges imposed on air travel are subject to change and can be imposed after the date that the reservation is made. The Passenger will be obliged to pay any new or increase in taxes, fees and charges prior to departure.

Clause 6 - Reservations and Seating

6.1 Reservations

6.1.1 Booking Confirmation

(a) A seat is considered confirmed only if (a) the fare and all applicable taxes, fees and charges collected by the Airline are paid in full by or for the Passenger and (b) the Airline receives the payment directly or through its authorized agents and representatives.

(b) Notwithstanding prior confirmation of the booking, the Airline may cancel a reservation or refuse the carriage of a Passenger if:

(i) the payment is made or reasonably determined by the Airline to probably have been made fraudulently or illegally; or

(ii) the fare and other amounts due have not been paid in full and the Passenger is unable to pay the balance upon request.

6.1.2 Transferability and Name Change

The Airline may allow the transfer of a flight reservation and change of name of any Passenger in the Itinerary Receipt under the following conditions:

(a) the change is requested more than 24 hours before flight departure time;

(b) the applicable transfer fee is paid;

(c) taxes, fees and charges are paid anew for the substitute Passenger;

(d) the transfer is made to the same passenger type;

(e) the fare paid by or for the substituted passenger is not considered a promotional fare; and

(f) the Itinerary Receipt has not been partially used.

6.1.3 Cancellation by Passenger

A Passenger may cancel his entire reservation or any Sector not flown at any time up to more than 24 hours prior his scheduled departure; otherwise, the flight is considered flown. The Passenger may not rebook the flight or apply for the creation of a Travel Fund if the flight is considered flown and the fare paid will be forfeited by the Airline.

6.1.4 Group Bookings

Unless otherwise stated in the Regulations, the foregoing rules will apply to group bookings.

6.2 Seating

6.2.1 The Airline practices allocated seating.

6.2.2 The Airline may from time to time allow Passengers to select preferred seats at the time of reservation, subject to payment of fees and other conditions stated in the Regulations.

Clause 7 - Rebooking, Refund and Travel Fund

7.1 Rebooking and Flight Changes

7.1.1 Availment

Rebooking may be availed of:

(a) after a Passenger makes a voluntary and valid cancellation of his entire reservation, or, if the journey covers two or more Sectors, any initial or intermediate Sector; or

(b) under the circumstances contemplated in Clause 8 (Schedules, Cancellations, Delays and Diversions).

7.1.2 Following the voluntary cancellation of the reservation, the Airline will allow the Passenger to rebook a flight only if:

(a) the request to rebook is made more than 24 hours before flight departure time;

(b) the Passenger pays the rebooking fee;

(c) the Passenger pays the fare difference, where the new flight is in a fare class higher than that of the cancelled flight.

7.1.3 Unless otherwise provided in the Regulations, the Airline will waive the rebooking fee for any rebooking made to flight changes or flight postponement of more than three hours from the scheduled departure time, or flight cancellations or flight diversions as provided in Clause 8.4 (Schedules, Cancellations, Delays and Diversions - Other Conditions) below. In these cases, the Airline will not charge the Passenger the fare difference if the rebooked flight is within 30 days of the original departure date.

7.1.4 Combination of Regular Fare and Promo Fare in one booking is allowed. Flight changes may be done to any of the sectors but Regular Fare shall apply to all the sectors in the booking and the Passenger shall pay where applicable, the Change Fee on the rebooked sector and price difference between the Promo Fare and the Regular Fare on all the sectors or, the Cancel Fee on the cancelled sector and the price difference between the Promo Fare and the Regular Fare on the non-cancelled sector.

7.2 Refund

7.2.1 Fares paid and received by the Airline will be refunded to the Passengers upon their request where:

(a) the refund is sought following the occurrence of the events stated in Clause 8.4 (b) (Schedules, Cancellations, Delays and Diversions - Other Conditions) below; or

(b) the Passenger is not allowed or failed to board the flight for reasons other than his non-observance of this General Conditions or any Regulation or applicable law; or

(c) the Passenger was able to submit all the documents required by the Airline; or

(d) the airport of departure or the airport of destination is within the Republic of Korea; or

(e) the Passenger died or suffered a serious illness before the scheduled flight.

7.2.2 All refund will be subject to the Airline's refund process in force at the time of the request. The Airline will deduct the refund fee from the total amount claimed, except in the instances cited in paragraphs (a), (b) and (d) of Clause 7.2.1 above where the refund fee is waived.

7.3 Travel Fund

7.3.1 Upon

(a) the authorized cancellation by the Passenger of his flight reservation as provided in Clause 6.1.3 (Reservations - Cancellation by Passenger) above; or (b) the cancellation, postponement, change in flight time, suspension, diversion of his scheduled flight as provided in Clause 8 (Schedules, Cancellations, Delays and Diversions) below, the Passenger may apply for the creation of the Travel Fund in his name and, if the Itinerary Receipt covers two or more Passengers, in the name of the other Passengers identified therein.

7.3.2 The rules governing the use, application and validity of the Travel Fund are stated in the Regulations.

7.4 General

7.4.1 The remedies provided to the Passengers under Clauses 7.1 (Rebooking) 7.2 (Refund) and 7.3 (Travel Fund) above are alternative. Once a Passenger avails himself of any of these options, he can no longer apply to avail of any other.

7.4.2 These options are the sole remedies available to the Passenger under the relevant circumstances provided above, except as may otherwise be stated elsewhere in this General Conditions or in the Regulations.

Clause 8 - Schedules, Cancellations, Delays and Diversions

8.1 Schedules

8.1.1 Flight times shown in the Itinerary Receipt, in timetables or elsewhere are not guaranteed and may change between the date of reservation and the date of travel.

8.1.2 The Airline may change at any time and from time to time the regular schedule of any flight or postpone a flight to any day other than the scheduled day.

8.1.3 The Airline will exert reasonable efforts to notify the affected Passengers of any change in or postponement of the flight schedule, but the Airline will not be liable in any way for any loss or damage that may occur as a result of any such change or postponement.

8.2 Cancellations and Delays

The Airline may cancel, terminate or delay any flight, or suspend the operation of a flight route at any time after a reservation has been made.

8.3 Diversions

8.3.1 The Airline may divert any flight to any airfield other than the airfield of destination (including the airfield of departure) if it is unable to land the aircraft at the airfield of destination for reasons beyond its control.

8.3.2 In such an event and unless the aircraft is subsequently able to continue to the original destination, the carriage shall be deemed completed when the aircraft arrives at such other airfield.

8.3.3 The Airline will endeavor to the extent possible and practicable to, but does not guarantee that it will, arrange suitable alternative means of transportation to enable the affected Passengers to reach the airport of destination.

8.4 Other Conditions

Unless otherwise stated in the Regulations:

(a) In case of

(i) flight cancellations for safety and security reasons (as determined by the Airline), or when justified by circumstances beyond the Airline's control; or

(ii) suspension of the operation of a route for reasons outside the Airline's control; or

(iii) flight diversions; or

(iv) flight delays of three hours or less,

the affected Passenger will have the option to rebook the flight or apply for the creation of the Travel Fund as provided in Clause 7 of this General Conditions.

If delay is less than one hour, the affected Passenger will have the option to rebook the flight or apply for the creation of the Travel Fund with penalties.

(b) In case of

(i) flight cancellations and route suspensions for other causes; or

(ii) flight delays or postponements of more than three hours, the affected Passenger may rebook the flight, seek a refund of the fare and the charges paid or apply for the creation of the Travel Fund as stated in Clause 7 of this General Conditions.

8.5 Flight Connections

8.5.1 The Airline is strictly a point-to-point carrier and is not responsible for any connecting flight of the Passenger or for any misconnection arising from any delay or cancellation of the scheduled flight.

8.5.2 Passengers and Baggage will be checked up to the Sector for which the Passenger has checked-in. Passengers with connecting flights must claim all Baggage and clear through immigration and customs authorities in all airports and check-in to their connecting flights.

8.5.3 The Airline offers connections within its network and these are sold as such. Only Passengers who have availed themselves of the Airline's flight connections (through fares) will be treated as connecting guests.

Clause 9 - Travel Formalities

9.1 General

9.1.1 Passengers are responsible for obtaining all required travel documents, visas and permits, and for complying with the laws, regulations, orders, demands and travel requirements of countries of origin, destination or transit.

9.1.2 Passengers alone are fully liable for, and the Airline disclaims any responsibility for, the consequences of the Passengers' failure to obtain any required travel document, visa or permit, or to comply with applicable laws, regulations, orders and travel requirements.

9.2 Travel Documents

9.2.1 The Passenger must present prior to travel all exit, entry, health and other documents required by the countries concerned, and at the Airline's request, allow the Airline to take and retain copies of these documents.

9.2.2 Without incurring liability to the Passenger, the Airline will refuse the Passenger carriage if the Passenger has not complied with any travel requirement or if his travel documents do not appear to the Airline to be in order.

9.3 Refusal of Entry

The Airline will not be liable for any country's denial of entry to The Airline will not be liable for any country's denial of entry to any Passenger. The Passenger will pay the Airline upon demand the value of any fine or charge that may be assessed against the Airline due to the Passenger's inadmissibility in any country, as well as the cost of transporting the Passenger from that country at the instance of the relevant government authority of that country.

9.4 Penalties, Fines, Detention Costs

The Airline will reimburse the Airline upon demand for the amount of any fine or penalty paid or deposited or any expense incurred by the Airline due to the Passenger's failure to comply with the laws, regulations, orders or travel requirements of any concerned country, or to produce and present any required travel document.

9.5 Customs and Security Inspection

9.5.1 When required, the Passenger is expected to voluntarily submit himself and his Baggage for inspection by customs or other government or airport authorities, and for security checks.

9.5.2 The Airline will not be liable to the Passenger for any loss or damage sustained by the Passenger in course of such inspection or checks or through his failure to comply with these requirements.

9.6 Offsetting

Towards the satisfaction of any amount due to the Airline under Clauses 9.3 (Refusal of Entry) and 9.4 (Penalties, Fines, Detention Costs), the Airline may apply any unused carriage on the Passenger's Itinerary Receipt or on the Passenger's funds in the custody of the Airline, including any Travel Fund created for the benefit of the Passenger.

Clause 10 - Check-in and Boarding

10.1 Check-in

10.1.1 Check-in counters open two hours before departure.

10.1.2 The Airline may refuse to check-in a Passenger and proceed to cancel that Passenger's confirmed reservation for release to waitlisted passengers if the Passenger fails to show up at the check-in counters at least forty-five minutes before the scheduled departure time of his flight.

10.1.3 The Airline will refuse to check-in a Passenger for the reasons stated in Clause 11.1.2 (Right to Refuse Carriage)

10.1.4 All applicable visa and travel document checks and payment of Checked Baggage fees and excess baggage charges must be completed at check-in.

10.2 Boarding

10.2.1 The Passenger must be at the boarding gate at 30 minutes prior to the scheduled departure time of his flight. The boarding gate will close 15 minutes before departure.

10.2.2 When requested, the Passenger must present his boarding pass and valid travel documents at the Airline's or the airport's security check, at the boarding gate or elsewhere as the Airline may specify from time to time.

10.2.3 Priority boarding will be given to persons traveling with infants or children, young persons traveling alone, incapacitated persons, pregnant women, persons with illness, blind or visually impaired passengers, and other persons needing special assistance.

10.3 No Show

10.3.1 Should the Passenger fail to show up at the check-in counters or at the boarding gate within the prescribed period or board the aircraft at the appointed boarding time, the Airline will offload his Baggage and proceed with the flight without him and without incurring any liability to him.

10.3.2 In that event, the flight will be considered flown and the Passenger will not be entitled to refund the fare or rebook the flight or apply for the creation of a Travel Fund.

10.3.3 For travel on a later flight, the Passenger will be required to make a new reservation and a new Itinerary Receipt will be issued.

Clause 11 - Refusal of Carriage and Limitations

11.1 Right to Refuse Carriage

11.1.1 The Airline may refuse the Passenger or his Baggage carriage if the Airline has previously notified the Passenger that it would not carry the Passenger on any of its flights after the date of the notice.

11.1.2 The Airline may likewise refuse the Passenger or his Baggage carriage if any one or more of the following have occurred on a previous flight or is likely to occur as reasonably determined by the Airline:

SECURITY OR SAFETY RISK

(a) the carriage of the Passenger has previously resulted in or will result in the Airline's non-compliance with any applicable government laws, regulations or orders;

(b) the carriage of the Passenger may risk the safety, health or security or materially affect the comfort of the other passengers or crew;

(c) the Passenger's mental or physical state, serious illness, pre-existing medical condition, attitude or demeanor, including his intoxication or impairment from alcohol or drugs (i) poses a hazard to himself, to other passengers, to crew or to property, or (ii) requires special assistance, which if not provided will expose these persons and property to risk and which the Airline justifiably cannot or is unable to provide at the time of the flight;

(d) the Passenger has committed misconduct at the departure terminal or on board a previous flight, including physical or verbal abuse of Airline staff, agents or representatives or other passengers or persons; and the Airline reasonably believes that the conduct may be repeated;

(e) the Passenger refuses for any reason to submit to a security check;

(f) the Passenger refuses or fails to observe the Airline's safety or security related instructions;

NON-PAYMENT OR FRAUD

(g) the Passenger has not paid the applicable fare or any payable taxes, fees or charges, or has partially paid but refuses or fails to pay the balance upon request;

(h) the Seat reservation is done fraudulently or unlawfully, or is purchased from a person not authorized by the Airline, or the credit card used for payment is subsequently reported to be lost or stolen;

(i) the Passenger owes the Airline any money in respect of a previous flight due to payment having been dishonored, denied or recharged against the Airline, or in respect of amounts reimbursable to the Airline in the instances cited in Clauses 9.3 (Refusal of Entry) and 9.4 (Penalties, Fines, Detention Costs);

(j) the Itinerary Receipt is counterfeit or is fraudulently obtained, or is altered by anyone other than the Airline or its authorized agent, or is defaced or mutilated;

(k) the Passenger do not appear to have valid travel documents, or may seek to enter a country through which he may be in transit or for which he does not have valid documents, or may destroy his travel documents during flight or when requested refuse to surrender his documents to the Airline's flight crew, again receipt;

(l) the Passenger cannot prove or sufficiently establish to the Airline's satisfaction that he is the person named in the Itinerary Receipt;

OTHERS

(m) any event or circumstance similar or analogous to the foregoing has occurred or is likely to occur; or (n) such incidents as may additionally be stated in the Regulations or elsewhere in this General Conditions that will justify refusal of carriage has occurred or is likely to occur.

If the refusal of carriage is due to the incidents cited in paragraphs (i) and (k) above, the Airline will require the surrender of and retain the Itinerary Receipt. If the Airline refuses the Passenger carriage on the basis of the foregoing, or removes the Passenger from the aircraft en route, the Airline may cancel the remaining unused portion of the Itinerary Receipt and the Passenger will not be entitled to further carriage. The Airline will not be liable for any alleged loss or damage due to any refusal to carry the Passenger or his removal en route.

11.2 Limitations on Special Assistance

11.2.1 General

(a) The Airline will accept for carriage persons requiring special assistance subject to specific prior arrangements made and agreed with the Airline on terms and conditions prescribed in this General Conditions, in the Regulations or as advised by the Airline from time to time. Failure to advise the Passenger to the Airline of his special needs and requirements within the time period required by the Airline will render the service unavailable and result in the Airline's refusal to carry the Passenger.

GENERAL TERMS AND CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE

(b) Passengers who have advised the Airline of their special needs and requirements at the time of Seat booking and who have been accepted by the Airline for carriage will not be subsequently refused carriage on the basis of the special needs and requirements so advised unless any other cause for refusal of carriage cited in this General Conditions has occurred.

11.2.2 Unaccompanied Minors

(a) The Airline will not accept for carriage children below seven years of age unless they are accompanied by an adult.
(b) Children above seven years of age may be accepted for carriage if:

- The Airline is furnished a copy of the travel documents required of minors as listed in the Regulations;
- the applicable handling fee is paid; and
- the required special handling form is accomplished and submitted to the Airline.

11.2.3 Pregnant Women

The pregnant Passenger must advise the Airline of the progress of her pregnancy upon Seat booking and at the time of check-in.
(b) The guidelines on the accomplishment and submission of special handling forms may be found in the Regulations.

11.2.4 Infants

The Airline refuses carriage of infants less than 16 days old.

Clause 12 - Conduct Aboard the Aircraft

12.1 Conduct

12.1.1 The Passenger will conduct himself on board the aircraft in a manner consistent with existing aviation regulations and mindful of the courtesy customarily extended by reasonable persons to other passengers and crew.

12.1.2 The Passenger is expected to know and understand the aviation regulations pertaining to him and to immediately conform to accepted conduct when his attention is called by the crew.

12.2 Misconduct En Route

12.2.1 The Airline may take such measures as it deems reasonably necessary, including the use of physical restraint, if in its reasonable opinion:

- the Passenger's conduct on board the aircraft endangers the aircraft or any person or property on board, or obstructs or hinders the crew in the performance of their duties, or
- the Passenger has failed or refused to comply with any appropriate instruction of the crew on the observance of aviation regulations, including those relating to smoking, consumption of alcohol, use of mobile phones, or
- the Passenger uses any threatening, abusive or insulting words towards the crew or behaves in a manner that causes discomfort, inconvenience, damage or injury to other persons or property. The Airline may compel the Passenger to disembark and refuse onward carriage at any point and the Passenger will be prosecuted for offenses committed on board the aircraft.

12.2.2 The Airline will hold the Passenger liable for all costs, damages and liabilities that the Airline may incur as a result of any diversion of the aircraft to offload the Passenger following such misconduct.

12.3 Use of Electronic Devices

For safety reasons, the Airline may forbid or limit operation on board the aircraft of electronic equipment, including mobile phones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

12.4 Smoking

Smoking is not permitted on any of the flights. The Airline may cause the imposition of severe criminal penalties and claim flight disruption costs against the Passenger for any violation of this policy.

Clause 13 - Baggage

13.1 Baggage Acceptance and Limitations

13.1.1 Checked Baggage

(a) Except as otherwise provided in the Regulations, Airline fares for all flights do not include allowances for Checked Baggage. The Passenger may check-in Checked Baggage subject to the Airline's conditions and limitations upon payment of then prevailing standard airport baggage fees.

(b) The Passenger may purchase prepaid baggage allowances for his Checked Baggage within the period and subject to the conditions provided in the Regulations. Rates for prepaid baggage allowances may be found on the Airline's website and are subject to change from time to time.

(c) The Airline will take custody of and issue a Baggage Tag for each piece of Checked Baggage that the Passenger will deliver to the Airline's check-in agents.

(d) For security reasons, the Airline requires the Passenger to acknowledge that he personally packed the Checked Baggage and know the contents thereof; otherwise, the Checked Baggage will not be accepted.

(e) All Checked Baggage have the Passenger's name or other personal identification affixed securely to it.

(f) Whenever possible, Checked Baggage will be carried on the same aircraft as the Passenger. The Airline may decide for safety, security or operational reasons to carry it on another flight. If a Checked Baggage is carried on a subsequent flight, the Airline will deliver it to the Passenger unless applicable law requires the Passenger to be present for clearance by customs authorities.

13.1.2 Excess Checked Baggage

The Passenger will be required to pay an excess baggage charge if (a) he has not purchased prepaid baggage allowance for his Checked Baggage and his Check Baggage exceeds the maximum weight charged under the airport baggage fee, or (b) as may be provided in the Regulations, his fare includes free baggage allowance and his Checked Baggage exceeds the free baggage allowance or (c) his Checked Baggage exceeds the value in the prepaid baggage allowance purchased for the flight. Acceptance of excess baggage is always subject to the Airline's absolute discretion and no refusal by the Airline to carry the Passenger's excess baggage will make the Airline liable for the Passenger's loss, damage or inconvenience.

13.1.3 Hand Baggage

- Only one (1) piece of baggage may be carried on board.
- The Airline may specify in the Regulations maximum dimensions and weight for Hand Baggage, but in all cases Hand Baggage must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin.
- Hand Baggage that cannot be stored in such manner or of excessive weight or size, or which the Airline considered unsafe to be in the cabin for any reason must be carried as Checked Baggage.
- Baggage of an offensive nature will not be permitted on-board.

13.1.4 Valuable and Fragile Goods

(a) Valuable and fragile goods (including money, jewelry, precious metals, silverware, electronic devices, computers, cameras, video equipment that meet the requirements for Hand Baggage, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like) can only be accepted on board the aircraft as Hand Baggage.

(b) The Passenger must ensure that his Hand Baggage is properly packed and placed in a safe and secured place so as to prevent or minimize loss or damage, and must advise the cabin crew of the valuable and fragile nature of the contents so that appropriate care may be taken.

13.2 Collection and Delivery of Baggage

13.2.1 Unless carried on a subsequent flight, the Passenger must collect his Checked Baggage as soon as it is available for collection at the place of destination. The Passenger will be charged a storage fee if he does not collect it within a reasonable time from the arrival of his flight and the Baggage needs to be stored at the Airline's premises. Any Checked Baggage that is not claimed within three (3) months of the time it was made available will be considered abandoned and will be disposed without any liability to the Passenger. 13.2.2 Only the bearer of the Baggage Tag is entitled to delivery of a Checked Baggage. If a person claiming the Checked Baggage is unable to produce the Baggage Tag, the Checked Baggage will be delivered to him only if the Airline is satisfied that he has established his right to the Checked Baggage. In such a case, the Passenger may be to furnish adequate security to indemnify the Airline for any loss, damage or expense that it may incur as a result of the delivery.

13.2.3 Acceptance of Baggage by the bearer of the Baggage Tag without complaint at the time of delivery is prima facie evidence that the Baggage was delivered in good condition and in accordance with the contract of carriage.

13.3 Refusal of Carriage of Prohibited and Other Items

13.3.1 The Passenger must not include in his Baggage, and the Airline will refuse to carry as Baggage and refuse further carriage upon discovery, any prohibited item listed in the Regulations, which list is available to the Passenger at the Airline's website or upon request. If the Passenger insists on carrying and includes any prohibited items in his Baggage, the Airline will not be responsible for any loss, damage, seizure or confiscation of such items.

13.3.2 The Airline may refuse to carry as Baggage any item it reasonably considers to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons or the comfort of other passengers. Further information on unacceptable items is available from the Airline upon request.

13.3.3 The Airline may refuse to accept or carriage any prohibited item that is not properly and securely packed, as determined by the Airline. Information about suitable packing and containers will be made available to the Passenger upon request.

13.4 Right to Search

13.4.1 For reasons of safety and security and to the extent allowed by applicable laws, rules and regulations, the Passenger may be requested to undergo a search and scan of his person or his Baggage.

13.4.2 The Airline may search the Baggage in the Passenger's absence or unavailability to determine whether the Passenger is in possession of or his Baggage contains any unacceptable or prohibited items. 13.4.2 Should the Passenger refuse to comply with the request to search and scan, the Airline may refuse to carry the Passenger and his Baggage without refund of the fare paid and without any further liability. The Airline will not be liable for any injury to the Passenger or damage to his Baggage caused by any such search and scan unless the injury or damage is attributable to our gross negligence or willful misconduct.

13.5 Animals

Animals are generally not carried on the Airline's flights except for guide dogs on certain routes. Further details are available upon request.

Clause 14 - Ancillary Services

14.1 Ancillary Products and Services offered by the Airline
14.1.1 The Airline offers products ancillary to carriage by air, including Prepaid Baggage, Seat Selector, and Sports Equipment Fee. Detailed terms and mechanics (including rates and charges) applicable to any avialment of these products may be found in the Regulations and on the Cebu Pacific Air website.

14.2 Ancillary Services from Third Parties

14.2.1 The Airline is merely acting as an agent of the Passenger in the provision of ancillary services requested by the Passenger from, or when making arrangements for the Passenger with, any third party, or if the Airline issues a ticket or voucher relating to transportation or services other than carriage by air, including hotel reservations or car rental.

14.2.2 In these cases, the terms and conditions of the third party provider will apply and the Airline makes no representation on its behalf, nor will the Airline be liable for any inability or refusal of the third party to provide the services or for any loss or damage sustained by the Passenger.

Clause 15 - Limitation of Liability for Damage

15.1 Travel outside the Philippines

15.1.1 All international travel with the Airline, where the Passenger's journey involves an ultimate destination or stop in a country other than the country of departure, is subject to the liability rules of the Warsaw Convention including any leg or Sector entirely within the country of origin or destination, as well as to the liability terms of this General Conditions.

15.1.2 Pursuant to the Warsaw Convention, the Airline's liability for Passenger death or personal injury is limited in most cases to approximately Ten Thousand to Twenty Thousand US Dollars (USD 10,000-20,000). Additional protection can easily be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the Airline's liability under the Warsaw Convention. For further information, the Passenger may consult the Airline or insurance company representatives.

(b) For international travel (including domestic portions of international journeys), the liability limit is approximately Nine US Dollars and Seven Centavos (USD9.07) per pound or Twenty Dollars (USD20.00) per kilo for Checked Baggage and Four Hundred Dollars (USD400.00) per Passenger for Hand Baggage.

15.1.2 In special circumstances where the law of the country or destination (other than the Philippines) so requires, the Airline's liability for death or personal injury, delay, or lost or damaged Baggage may be governed by higher liability rules of any other applicable international convention. Any recovery by the Passenger under such other convention will bar further recovery pursuant to the Warsaw Convention.

15.2 Travel within the Philippines

15.2.1 Where the journey is entirely within the Philippines, the Airline's liability for Passenger death or personal injury shall be governed by the liability rules prescribed by Philippine law including those relating to acceptable compensation values.

15.2.2 For domestic travel, the Airline's liability for lost baggage is limited to One Hundred Pesos (PHP100.00) per kilo and Forty Pesos (PHP40.00) per kilo for damage to Baggage.

15.3 Declaration of Higher Value

Where the Passenger declares in writing pursuant to an excess valuation facility a higher value for his Checked Baggage in advance of the flight and pays additional charges imposed by the Airline, the Airline's liability shall be limited to that higher declared value.

15.4 General

Subject to Clauses 15.1 (Travel outside the Philippines), 15.2 (Travel within the Philippines) and 15.3 (Declaration of Higher Value) above, the Airline's liability provisions, as follows, shall apply:

(a) Any liability for Damage will be reduced or mitigated by any negligence on the part of the Passenger which causes or contributes to the Damage in accordance with applicable law.
(b) The Airline will not be liable for Damage to Checked or Hand Baggage unless the Damage is caused by the Airline's gross negligence or willful misconduct and the Baggage was placed within the Airline's control with its consent.

(c) Except in the case of gross negligence or willful misconduct, our liability in the case of Damage to Checked Baggage and Hand Baggage shall be limited to the amount provided for in the fee summary. If the weight of the Baggage is not recorded on the Baggage Tag, it is conclusively presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned.

(d) The Airline will not be liable for any Damage arising from its compliance with applicable laws or government rules and regulations or from the Passenger's failure to comply therewith.

(e) Except as otherwise provided in this General Conditions, the Airline shall be liable to the Passenger only for recoverable compensatory damages for proven losses and costs in accordance with applicable law or relevant international convention as determined by a competent court in a final judgment disposing of the issue or controversy.

(f) The Airline is not liable for Damage caused by the Passenger or his Baggage. The Passenger is responsible for any Damage caused he has caused or is caused by his Baggage to himself, or to other persons or property, including his and the Airline's property. In any such event, the Passenger holds the Airline free and harmless from any liability that may arise.

(g) The Airline has no liability whatsoever for Damage to articles or items not permitted to be contained in Checked and Hand Baggage in accordance with Clause 13.3 (Refusal of Carriage of Prohibited and Other Items), nor for unsuitably packed, perishable, damaged or fragile items or content or superficial damage caused to Baggage as a result of normal wear and tear during carriage.

(h) The Airline is not responsible for any illness, or disability, including death, attributable to the Passenger's physical condition at the time he takes his flight or for the aggravation of such condition by reason of his taking the flight.

(i) The contract of carriage including this General Conditions and the exclusions or limits of liability, applies to the Airline's authorized agents, servants, employees, officers, directors, successors, assigns and representatives to the same extent as they apply to the Airline. The total amount recoverable from the Airline and from such authorized agents, servants, employees, officers, directors, successors, assigns and representatives shall not exceed the amount of the Airline's own liability, if any.

(j) Nothing in this General Conditions shall operate to waive any exclusion or limitation of the Airline's liability under the Warsaw Convention or any other applicable convention or laws unless otherwise expressly stated.

Clause 16 - Time Limitation of Claims and Action

16.1 Notice of Claims

16.1.1 Without prejudice to the presumption in Clause 13.2.3 (Collection and Delivery of Baggage), a Passenger that wishes to file a claim or action for Damage to Checked Baggage must notify the Airline as soon as the Damage is discovered and while the Passenger is still in the airport premises. In case of a lost or delayed Checked Baggage, the Passenger must advise the Airline right after his flight and before leaving the airport premises.

16.1.2 Failure to report the incident as required above will constitute a waiver of any claim. Every notification must be in writing and delivered to us within the prescribed period.

16.2 Limitation of Actions

A Passenger's right to Damages will be extinguished if an action is not brought against the Airline within two years of the date that the cause of action arises.

Clause 17 - Applicable Regulations

17.1 The Airline will provide carriage to the Passenger and his Baggage also in accordance with certain other regulations applying to or adopted by the Airline from time to time, such policies as the Airline may publish on its website or elsewhere, statements contained in or delivered with the Itinerary Receipt, and notices available at the Airline's offices or the offices of its authorized representatives and at the check-in counters (the "Regulations"), which are deemed incorporated into this General Conditions as a Schedule. 17.2 These Regulations are important and may concern among others the applicable fare rules, flight and name changes, carriage of minors, reduced mobility passengers, and restrictions on Baggage and use of electronic devices. The Regulations and other relevant matters are available from the Airline upon request or on the Airline's website at www.cebuair.com.

Clause 18 - Miscellaneous Provisions

18.1 Governing Law

The Airline is a Philippine carrier and the contract of carriage and this General Conditions and the Regulations shall be governed by and construed in accordance with Philippine law.

18.2 Venue of Suit

Any action by or against the Airline must be brought before the competent courts of Pasay City, Philippines to the exclusion of all other venues. The Passenger submits to the jurisdiction of these courts and will not object to the venue on the ground of inconvenient forum.

18.3 Service of Legal Notices

The Airline will accept formal and legal notices or documents only at its registered address in Cebu City, Philippines or at its operations center in Pasay City, Philippines.

18.4 Modification and Waiver

None of the Airline's agents, employees or representatives has the authority to alter, modify or waive any provisions of this General Conditions.

SCHEDULE 1 DEFINED TERMS

"Baggage" means any personal property brought by the Passenger. Unless otherwise specified, it includes both Checked and Hand Baggage.

"Baggage Tag" means a document issued by the Airline to identify a Checked Baggage.

"Checked Baggage" means baggage for which Cebu Pacific Air has issued a Baggage Tag.

"Damage" includes death, bodily injury to a Passenger, loss, partial loss or other damage, arising out of or in connection with carriage by air. "General Conditions" relates to the Airline's general terms and conditions of carriage contained in the document to which this Schedule is attached.

"Hand Baggage" means any baggage and all other items brought by the guest into the aircraft cabin.

"Itinerary Receipt" means a document that includes the Passenger's name, flight information, booking number, excerpts or summary of the General Conditions and the Regulations Carriage and notices.

"Regulations" has the meaning given in Clause 17 (Applicable Regulations) of the General Conditions and "Regulation" means any provision of the Regulations.

"Seat" means a seat in our aircraft.

"Sector" means the flight from the airport at the point of origin to the airport at the point of destination.

"Tariff" means Cebu Pacific Air's published fares and charges.

"Travel Fund" means the fund created for the Passenger's convenience which can be used to offset the expenses of future bookings.