

旅客票据合同（包括旅客行为守则和拒绝运输政策）

**PASSENGER TICKET CONTRACT  
(INCLUDING PASSENGER CONDUCT POLICY AND REFUSAL TO TRANSPORT)**

**向旅客发出的重要通知  
IMPORTANT NOTICE TO PASSENGERS**

您的旅客票据合同中规定了对旅客权利进行限制的重要规定。您需仔细阅读本合同的所有条款，并应当特别注意第 3 条以及第 9 条至第 10 条之规定(该条款对我方责任和您的诉讼权利进行了限制)，并保留此合同供以后参考。

**YOUR PASSENGER TICKET CONTRACT CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS. IT IS IMPORTANT THAT YOU CAREFULLY READ ALL TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTION 3 AND SECTIONS 9 THROUGH 10 (WHICH LIMIT OUR LIABILITY AND YOUR RIGHT TO SUE) , AND RETAIN IT FOR FUTURE REFERENCE.**

本协议规定需通过仲裁方式解决特定纠纷，并规定放弃通过陪审团诉讼审理上述纠纷的任何权利，请参见以下第 9 条之规定。

**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION FOR CERTAIN DISPUTES AND WAIVES ANY RIGHT TO TRIAL BY JURY TO RESOLVE THOSE DISPUTES. PLEASE REFER TO THE SECTION 9 BELOW.**

**1. 介绍 INTRODUCTION**

就本协议项下的邮轮巡游和邮轮观光行为，本旅客票据合同（下称“票据合同”）将规定适用于邮轮旅客（详见下述第 2.g 条之规定）和承运人（详见下述第 2.b 条中关于船只的规定）之间关系的条款和条件。除非本协议中另有其它明确规定，本协议将取代各方当事人就本协议标的或邮轮巡游/邮轮观光所作出或达成的任何其它书面或口头声明或协议。

With respect to the Cruise or Cruise Tour covered by this Agreement, this Passenger Ticket Contract (the 'Ticket Contract') describes the terms and conditions that will apply to the relationship between the Passenger (as defined in Section 2.g below) and the Carrier (as defined in Section 2.b below of the Vessel). Except as otherwise expressly provided herein, this Agreement supersedes any other written or oral representations or agreements relating to the subject matter of this Agreement or the Cruise or the Cruise Tour.

无论旅客是否签署了本票据合同，只要其作出了购买或使用本票据合同的行为，其均视为旅客已代表自己及其它所有在本票据合同项下的旅游人员（包括但不限于随行未成年人及其他票据是为其使用而购买的人员）签署了本票据合同，且其还应受本票据合同条款和条件之约束。除非已获承运人高级职员之书面签署，否则不得对本票据合

同进行任何修改。除此之外，旅客还同意本票据合同条款及条件之规定，并同意接受本票据合同条款及条件之约束。上述“条款及条件”包括但不限于某些付款条款，比如最低保证金要求及到期付款日条款，详情参见相关承运人手册或 [www.skysea.com](http://www.skysea.com)，或根据您的旅行社建议可以获取上述信息的其他渠道。若上述手册或网页资料与本票据合同的规定出现了任何冲突之处，则应以本票据合同中的条款为准。

Purchase or use of this Ticket Contract, whether or not signed by the Passenger, shall constitute the agreement by Passenger, on behalf of himself and all other persons traveling under this Ticket Contract (including any accompanying minors or other persons for whom the Ticket Contract was purchased), to be bound by the terms and conditions of this Ticket Contract. This Ticket Contract cannot be modified except in a writing signed by a corporate officer of Carrier. In addition, Passenger acknowledges the availability of and Passenger agrees to abide by the terms and conditions, including but not limited to certain payment terms such as minimum deposit requirements and payment due dates, which appear in the applicable Carrier brochure or online at [www.skysea.com](http://www.skysea.com) or, where applicable, as advised by your travel agent. In the event of any conflict between such other brochure or website materials and this Ticket Contract, the terms of this Ticket Contract shall prevail.

## 2. 定义 DEFINITIONS

- a. “协议”或“合同”指本票据合同规定的条款和条件结合您因本邮轮/邮轮观光而需缴纳的邮轮巡游/邮轮观光费。上述所列的项目共同构成旅客和承运人就邮轮巡游/邮轮观光而达成的全部协议。

'Agreement' or 'Contract' means the terms and conditions set forth in this Ticket Contract together with the Cruise or Cruise Tour Fare due for Your Cruise or Cruise Tour. Together, the items described in the preceding sentence shall constitute an agreement between Passenger and Carrier for the Cruise or Cruise Tour.

- b. “承运人”包括：(i) 邮轮或任何替代邮轮；(ii) 第 19 条所详述的邮轮承运人；以及(iii) 就任何邮轮旅行的岸上观光项目而言，岸上观光项目的提供方（“岸上观光提供方”），以及本款上述第(i)，(ii) 和 (iii)项中所列邮轮、营运人和公司的所有人、管理人、承租人、关联公司、继承人和权利受让方。承运人还包括本款上述各项中所列的单位的高级职员、董事、员工、代理人、船员或领航员。本票据合同中所列的承运人责任限制或排除条款，以及本协议中规定的所有权利，包括但不限于抗辩权或豁免权，其均适用于承运人的代理人、独立承包商、特许经营商和供应商，适用于邮轮或其他交通工具停靠访问的所有岸边物业的所有人和承运人，适用于邮轮或航运器材(或其任何部件)的所有人、设计人、安装人、供应商和生产商，适用于上述所有人的员工和服务人员，也适用于本款中所确定任何当事人所有的或所供应的任何种类航运行为、航运操作或航运设施。

"Carrier" shall include: (i) the Vessel, or any substituted ship; (ii) the Vessel's Carrier from the details of article 19 and (iii) with respect to the Land Tour portion of any Cruise Tour, the operator of that Land Tour, together with the owners, managers, charterers, affiliates, successors and assigns of the entities identified

in subsections (i), (ii) and (iii) of this sentence. Carrier also shall include the officers, directors, employees, representatives, crew or pilots of the entities identified in the preceding sentence. The exclusions or limitations of liability of Carrier set forth in the provisions of this Ticket Contract, as well as all rights, defenses or immunities set forth herein, shall also apply to and be for the benefit of Representatives, independent contractors, concessionaires and suppliers of Carrier, as well as owners and Carriers of all shore side properties at which the Vessel or the Transport may call, as well as owners, designers, installers, suppliers and manufacturers of the Vessel or Transport, or any component parts of either, together with the employees and servants of each of the foregoing, and/or any launches, craft or facilities of any kind belonging to or provided by any of the parties identified in this paragraph.

- c. “邮轮巡游”指本文件涵盖的特定巡游，其可能被变更，且应包含旅客在登船或离船的时间段以及邮轮靠港后旅客在岸上的时间段。

'Cruise' indicates specific tours this document covers, which may be modified, and shall include the period of time tourists embark and disembark from the cruise also the period of time tourists on shore after the vessel reaches port.

- d. “邮轮巡游/邮轮观光费用”指就本邮轮巡游或邮轮观光行为，而应由旅客支付的和/或已被旅客支付的费用，但不包括旅客因订购航空运输、照片、娱乐活动、电话、医疗服务或其它的单独收费产品或服务而需支付的费用，不包括任何政府机关或准政府机关就旅客、邮轮、舱位或邮轮吨位所征收的任何税费，不包括任何航空公司、铁路公司、汽车公司、酒店或其它任何第三方当事人所征收的任何燃油附加费、安保附加费或其它任何征收费用（且上述公司或第三方有权对上述费用的数额进行调整，且在其向旅客提出请求的情况下，旅客应将上述费用及时支付给上述公司或第三方）。对于包含航空旅行项目的邮轮观光活动而言，其航空费用均已包含在邮轮观光费用之中。

就特定的不可预期情形的发生（包括但不限于燃料费用的增加），承运人将保留收取附加费用的权利。承运人可根据其独立判断，决定对已有的预订和新的预订收取任何类似的附加费用无论旅客此前是否已全额支付了预订的费用。上述附加费用未包括在邮轮巡游/邮轮观光费用之中。

'Cruise/ Cruise Tour Fare' includes the amount due for the Cruise or Cruise Tour, whether such amounts are owing and/or have been paid by the Passenger, but does not include amounts due for other products or services such as air transportation, photographs, gratuities, telephone calls, or medical services which can be purchased separately, nor does it include government or quasi-governmental taxes and fees, whether assessed on a per passenger, per vessel, per berth or per ton basis, nor any fuel surcharges, security surcharges or similar assessments made by airlines, trains, buses, hotels or other third parties which are subject to change and are due and payable by Passenger upon request (such companies or the third party has rights to adjust the fee, and passengers should pay the above amounts for the companies or the third party on time upon request). For Cruise Tours that include air travel, airfare is included in the Cruise

Tour Fare. Carrier reserves the right to impose a supplemental charge relating to unanticipated occurrences including, but not limited to, increases in the price of fuel. Any such supplement charges may apply, at Carrier's sole discretion, to both existing and new bookings (regardless of whether such bookings have been paid in full). Such supplements are not included in the Cruise or Cruise Tour Fare.

- e. “邮轮观光”指由承运人正式公布并提供的综合度假服务套餐，其包括相关的邮轮巡游和岸上观光项目。

'Cruise Tour' shall mean the combined vacation package officially published and offered by Carrier, which includes the applicable cruise and Land Tour.

- f. “承运人”指下述第 19 条中所列的相关实体。

'Carrier' means the entity identified in Section 19 below.

- g. “旅客”、“客人”或“您”指签订本票据合同参与旅游项目的所有人员及受其监护的其他人，以及上述人员的各自继承人和代理人。“旅客”的单数形式将含有复数意思，任何表示男性旅客的用词同样包含女性旅客。

'Passenger' or 'Guest' or 'Your' means all persons traveling under this Ticket Contract and persons in their care, together with their respective heirs and representatives. "Passenger" shall include the plural and the use of the masculine shall include the feminine.

- h. “岸上观光”指邮轮观光中所包含的岸上观光项目，该岸上观光项目可在巡游首次登船之前提供，也可在巡游完成最后离船之后由岸上观光提供方提供。

'Land Tour' shall mean the land tour component of a Cruise Tour to be provided by Land Tour Operator, either prior to the initial embarkation on the cruise or after the final debarkation from the cruise.

- i. “交通”指岸上观光提供方为岸上观光而提供的有轨客车、公交车及其它任何运输或交通工具。

'Transport' means the railcars, buses and other modes of transportation or accommodation provided by Land Tour Operator in connection with Land Tour.

- j. “邮轮”指由承运人所有的、包租的或运营的且旅客将用其进行旅游船只，以及为履行本票据合同而使用的其它任何替代船只。

'Vessel' means the ship owned or chartered or operated by Carrier on which Passenger may be traveling, as well as any substituted ship used in the performance of this Ticket Contract.

### 3. 行李、财产和责任限制 LUGGAGE, PROPERTY AND LIMITATIONS OF LIABILITY

- a. 行李限制和禁止物品.每一成年旅客允许携带上船并通过安检的行李仅限于本次邮轮观光活动合理所需的衣物和个人物品，其包括衣箱、手提箱、小提箱、小背包、含衣物的衣架、化妆品和类似物品。在任何情况下，在上船、安检及岸上观光活动



之时，任何旅客均不得携带任何非法的管制物品、烟火、活体动物（但以下第 11.e 条中另有其它规定的除外）、武器、军火、爆炸物品、其它危险物品或任何其它受相关法律或承运人政策限制的物品。对于旅客所携带的任何物品，若承运人认为其不符合相关要求，则承运人有权拒绝旅客将该物品携带上船或携带进入任何交通工具之中。

**Luggage Limits and Prohibited Items.** Each adult Passenger is permitted to carry onboard the vessel through the security check, only the wearing apparel and personal effects reasonably necessary for the vessel, including suitcases, trunks, valises, satchels, bags, hangers containing clothing, toiletries and similar items. In no event shall any Passenger bring on board the vessel or security check, or in connection with the Land Tour, any illegal controlled substances, fireworks, live animals (except under the terms of Section 11.e below), weapons, firearms, explosives or other hazardous materials, or any other items prohibited by applicable law or Carrier policy. Carrier reserves the right to refuse to permit any Passenger to take on board the Vessel or on any mode of Transport any item Carrier deems inappropriate.

- b. 行李损失或损毁的责任.无论该行李是否已被装箱，承运人均无需对旅客行李的任何损失或损毁负责，除非承运人对该损失或损毁负有过失责任。对于在任何航空运输或陆上运输过程中旅客财产所产生的损失或损毁，其责任均应由该等运输服务的提供商单独承担，且该责任应适用相关责任限制之规定。

**Liability for Loss of or Damage to Luggage.** Unless negligent, Carrier is neither responsible nor liable for any loss of or damage to Passenger's property, whether contained in luggage or otherwise. Liability for loss of or damage to Passenger's property in connection with any air or ground transportation shall be the sole responsibility of the provider of the service and in accordance with applicable limitations.

- c. 财产丢失或损毁的责任限制.无论法律或本协议中另有其它任何规定，对于在邮轮观光过程中的岸上观光活动中旅客所出现的任何财产丢失或损毁，承运人就此承担的责任限于每位旅客 300 美元。然而，就旅客任何超出 300 美元的财产，若在最终支付邮轮费用之日后的 10 日内，旅客已以书面方式将其实际价值向承运人做出了申报，且已按照上述财产价值的百分之五向承运人支付了保管费且交由承运人接受并实际保管之后，上述责任限制规定将不予适用，在此情形下，承运人就上述丢失或损毁的财产所承担的责任将被限于旅客申报的价格，但赔偿总额不超过 5,000 美元。

**Limitation of Liability for Lost or Damaged Property.** Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property during the Land Tour portion of a Cruise Tour is limited to \$300.00 per Passenger. Notwithstanding any other provision of law or this Agreement, Carrier's liability for loss or damage to property for the cruise (or for the cruise only portion of a Cruise Tour) is limited to \$300.00 per Passenger, unless Passenger declares the true value of such property in writing and pays Carrier within 10 days of final payment

for the cruise, a fee of five percent (5%) of the amount that such value exceeds \$300.00 and has deposited the property with the Carrier. In such event, Carrier's liability shall be limited to its true declared value, but not exceeding \$5,000.

- d. 携带物品限制. 承运人不保证旅客可将任何营业工具、家用物品（包括但不限于器具及家具）、易碎物品或高价物品、贵金属、珠宝、文件、可流通票据或其它贵重物品作为行李进行携带，包括但不限于中华人民共和国海关总署令第 43 号文件下所列的物品。每位旅客承诺不会通过任何容器、类似物体或以任何其他方式隐藏携带上述限制物品，旅客同意违反此承诺将免除承运人对上述物品灭失或毁损的任何责任。每一旅客均应做出下述保证：承运人无需对其行李或财产的正常磨损承担责任，且无需对其珠宝、现金、可流通票据、摄像设备/电子设备、医疗器具或娱乐设备、牙科硬件、眼镜、药品或其它贵重物品的损失或损毁承担责任，但旅客已将上述贵重物品（按法律规定不得携带的限制物品等除外）在船上交付给承运人保管，且承运人已收到该代保管贵重物品的除外（岸上观光提供方不接受对贵重物品的寄存）。承运人所保管的任何贵重物品出现了任何损失或损毁，则承运人对其承担的责任将不得超出上述第 3.c 条中规定的赔偿限额。

Limited Carriage. Carrier does not undertake to carry as luggage 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 No. 43 Order of the General Administration of Customs of People's Republic of China. Each Passenger warrants that no such item will be presented to Carrier within any receptacle or container as luggage, and hereby releases Carrier from any liability whatsoever for loss of or damage to such items when presented to Carrier in breach of this warranty. In no event shall Carrier be liable for normal wear or tear of luggage or property, or loss of or damage to jewelry, cash, negotiable paper, photographic/electronic, medical or recreational equipment, dental hardware, eyewear, medications or other valuables (excluded those are prohibited to be carried by Passenger by laws) unless they are deposited with Carrier on the Vessel for safekeeping against receipt (Land Tour Operator does not accept valuables for deposit). Carrier's liability, if any, for loss of or damage to valuables so deposited shall not exceed the amounts indicated in Section 3.c above.

#### 4. 医疗护理和其它个人服务 **MEDICAL CARE AND OTHER PERSONAL SERVICES**

- a. 可提供的医疗护理服务. 基于海上旅行的性质以及所访问的港口的限制，邮轮上及所停靠港口能够提供的医疗护理服务将受到一定限制或迟延；此外，在本邮轮海上航行期间或本邮轮从上一个停靠港驶往下一个停靠港的期间内，本邮轮无法提供医疗急救服务。

Availability of Medical Care. Due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Vessel and in ports of call may be limited or delayed and medical evacuation may not be possible from the Vessel while at sea or from every location to which the Vessel sails.

- b. 与服务提供商之间的关系。若旅客在船上或船下接受任何医疗人员或独立医疗承包商向其提供医疗服务，则所产生的一切风险均应由该旅客自行承担。对于承运人在船上或船下为本船旅客所安排的任何医疗人员而言，其均是为了旅客便利的唯一目的而提供，且其直接向旅客工作并对旅客负责，而承运人并非医疗服务提供商，不得视为医疗人员是在承运人控制或监督的情况下提供上述医疗服务的。同样的，对于本船上、交通工具或其它设施上随带的任何服务项目（其包括但不限于礼品店、温泉区、美容院、艺术展、摄影店或礼服店）而言，其均是独立承包商或由独立承包商自行运行并单独承担责任的项目，且仅是承运人为旅客便利而安排的项目。尽管承运人可能会因上述服务的安排收取费用并取得收益，但上述所有人员或单位均视为是独立承包商，而并非作为承运人的代理人或代表执行业务经营。对于由上述人员或单位所提供的任何治疗、治疗失败、诊断、误诊、实际或被指控的治疗失当、医学建议、检查结果或其它服务，承运人均无需承担任何责任。旅客承认：本邮轮上的美发化妆师、指甲修饰师、艺术品拍卖人、礼品店员工、温泉浴员工、婚礼规划师及提供其它商品服务和个人服务的提供人均均为独立承包商的员工，承运人无需对上述人员的任何行为承担任何责任。

**Relationship with Service Providers.** To the extent Passengers retain the services of medical personnel or independent contractors on or off the Vessel, Passengers do so at their sole risk. Any medical personnel attending to a Passenger on or off the Vessel, if arranged by Carrier, are provided solely for the convenience of the Passenger, work directly for the Passenger, and shall not be deemed to be acting under the control or supervision of the Carrier, as Carrier is not a medical provider. Likewise, any onboard concessions (including but not limited to the gift shops, spas, beauty salon, art program, photography, formalwear concessions) are either operated by or are independent contractors on board the Vessel, on Transport or elsewhere and are provided solely for the convenience of Passenger. Even though the Carrier shall be entitled to charge a fee and earn a profit for arranging such services, all such persons or entities shall be deemed independent contractors and not acting as Representatives or representatives of Carrier. Carrier assumes no liability whatsoever for any treatment, failure to treat, diagnosis, misdiagnosis, actual or alleged malpractice, advice, examination or other services provided by such persons or entities. Passenger acknowledges that the Vessel's hair dresser, manicurist, art auctioneer, gift shop personnel, spa personnel, wedding planners and other providers of merchandise and personal services are employees of independent contractors and that Carrier is not responsible for their actions.

- c. 关于医疗服务或个人护理服务付款。对于旅客在船上或船下所要求或需要的任何医疗服务或其它个人服务，旅客均需自行负责支付所有服务费。上述服务费用包括由承运人垫付的任何紧急医疗护理费或交通费。在旅客无力支付上述服务费且承运人代其支付了该服务费后，旅客应就该代付费用向承运人进行偿还。

**Payment for Medical or Personal Care Services.** Passenger shall pay for all medical care or other personal services requested or required, whether onboard

or ashore, including the cost of any emergency medical care or transportation incurred by Carrier. If Passenger is unable to pay and the Carrier pays for such expenses, then Passenger shall reimburse Carrier for those expenses.

## 5. 岸上短途旅行、观光、设施或其它交通

### **SHORE EXCURSIONS, TOURS, FACILITIES OR OTHER TRANSPORTATION**

由承运人为旅客安排的或旅客自行安排的在邮轮巡游/邮轮观光活动之前、之中或之后的任何交通服务(除本次邮轮运输外),以及任何的航空运输服务、岸上短途旅行、观光、酒店、宾馆、游览项目及其它类似活动或服务(包括所有相关的运输、产品或设施),均应视为是专为旅客的便利而提供的,且由旅客自行承担风险。上述运输行为、产品和设施的提供商、所有人和承运人均视为是独立承包商,且其并非是承运人的代理人或代表。尽管就安排或销售岸上短途旅行、观光、酒店、宾馆、游览项目、岸上观光项目及其他类似在船下提供并收取费用的活动或服务,承运人可能收取费用或从中受益,或就上述活动或服务的安排或报售行为取得了佣金,承运人无义务对上述独立承包商或其员工的行为进行监督或控制,无义务对其运输工具或设施进行维护,也无需就上述活动或服务的适当性或安全性做出任何明示或默示的声明。在任何情况下,若因上述任何独立承包商的任何行为、过失或过错之原因,而使旅客在船上、船下或上述交通工具上遭受了任何损失、迟延、不佳服务、损害、人身伤害、死亡或其它任何伤害,则承运人均无需对此承担任何责任。

All arrangements made for or by Passenger for transportation (other than on the Vessel) before, during or after the Cruise or Cruise Tour of any kind whatsoever, as well as air arrangements, shore excursions, tours, hotels, restaurants, attractions and other similar activities or services, including all related conveyances, products or facilities, are made solely for Passenger's convenience and are at Passenger's risk. The providers, owners and Carriers of such services, conveyances, products and facilities are independent contractors and are not acting as Representatives or representatives of Carrier. Even though Carrier may collect a fee for, or otherwise profit from, making such arrangements and offers for sale shore excursions, tours, hotels, restaurants, attractions, the Land Tour and other similar activities or services taking place off the Vessel for a profit, it does not undertake to supervise or control such independent contractors or their employees, nor maintain their conveyances or facilities, and makes no representation, whether express or implied, regarding their suitability or safety. In no event shall Carrier be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever to Passenger which occurs on or off the Vessel or the Transport as a result of any acts, omissions or negligence of any independent contractors.

## 6. 承运人所作的撤销、修改或更换

### **CANCELLATION, DEVIATION OR SUBSTITUTION BY CARRIER**

- a. 在任何时候,无论基于何种原因,承运人无需事先通知,即可将预定的起航时间、停靠港、目的港、客房或其它任何船下/船上活动予以撤销、提前、延后或修改,或更换任何邮轮、停靠港、目的港、客房或其它观光活动项目。除下述第 6.e 款的约



定外，就上述任何撤销、提前、延后、更换或修改行为，承运人均无需对旅客的任何索赔请求负责，该索赔请求包括但不限于损失赔偿、赔付或退款。

Carrier may for any reason at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled sailing, port of call, destination, lodging or any activity on or off the Vessel, or substitute another vessel or port of call, destination, lodging or activity. Except under the terms of Section 6.e below, Carrier shall not be liable for any claim whatsoever by Passenger, including but not limited to loss, compensation or refund, by reason of such cancellation, advancement, postponement, substitution or deviation.

- b. 就邮轮观光活动，承运人有权撤销、提前、延后或修改任何其它预定活动、离港时间或目的地；此外，承运人还有权更换邮轮观光活动中所使用的其它有轨客车、公交车、目的港、客房或其它相关内容。除下述第 6.e 款的约定外，就上述任何撤销、提前、延后、更改或修改行为，承运人均无需对乘客的任何索赔请求负责，该索赔请求包括但不限于损失赔偿、赔付或退款。

In connection with a Cruise Tour, Carrier has the same right to cancel, advance, postpone or deviate from any scheduled activity, departure or destination, or substitute another railcar, bus, destination or lodging or other component of the Cruise Tour. Except under the terms of Section 6.e below, Carrier shall not be liable for any claim by Passenger whatsoever, including but not limited to loss, compensation or refund, by reason of such cancellation, advancement, postponement, substitution or deviation.

- c. 举例而言(不局限于此举例情形)，若承运人认为发生了任何不利情形(如敌意行为、封锁、不利天气条件、劳工冲突、船上或港口罢工、船体故障、阻塞、入港困难、医疗或人身安全紧急情况或其它任何原因)从而可能导致航程、任何旅客或财产受到侵害或其它不利影响，则承运人有权在不承担任何责任的基础上(第 6.e 款有关机械故障的约定除外)，改变预定航线和/或将旅客及其财产运至其它任何港口。

By way of example, and not limitation, Carrier may, without liability (except as provided in Section 6.e with respect to mechanical failures only), deviate from any scheduled sailing and may otherwise land Passenger and her property at any port if Carrier believes that the voyage or any Passenger or property may be hindered or adversely affected as a result of hostilities, blockages, prevailing weather conditions, labor conflicts, strikes onboard or ashore, breakdown of Vessel, congestion, docking difficulties, medical or life saving emergencies or any other cause whatsoever.

- d. 对于由任何政府机关(或代表上述政府机关执行公务的人员)所做出的任何命令、建议或指示，承运人均有权予以遵守，且该遵守行为不构成承运人对本协议的违约，旅客也无权因此提出要求承运人承担任何责任、赔偿或退款的索赔请求。

Carrier shall have the right to comply with any orders, recommendations, or directions whatsoever given by any governmental entity or by persons purporting to act with such authority and such compliance shall not be deemed a breach of

this Agreement entitling the Passenger to assert any claim for liability, compensation or refund.

- e. 如果因为承运人过错所致的机械故障导致邮轮巡游(或邮轮观光中的邮轮巡游部分)被取消或提前终止, 则(i)若邮轮巡游被完全取消, 旅客享有巡游费用全额退款的权利; 若邮轮巡游被提前终止, 则享受部分退款; (ii)承运人可在其认为适当的范围内承担或补偿旅客的额外费用(如机票改签费用); (iii) 若旅客已到达邮轮, 旅客有权享有交通服务(按照旅客选择的交通方式)将其送至邮轮预定的到达港或旅客所属城市; 并且(iv)若因邮轮巡游或邮轮观光中的邮轮巡游部分被取消或提前终止导致旅客需要在非预定港口下船并过夜, 则旅客有权享有住宿安排(由邮轮公司选择)。
- If Cruise is being canceled due to mechanical failures (or Cruise Tour is being partially canceled) which can be contributed to the Carrier, (i)when it is canceled, passengers have rights to get a full refund, if Cruise is being terminated early, passengers are entitled of partial refund; (ii)the Carrier could compensate additional fee within the appropriate scope (such as airline ticket change fee); (iii) when passengers have arrived the cruise, they are entitled to be sent to the original destination or their city of origin (by their preference of transportation); and (iv) when passengers need to disembark and stay overnight on any unscheduled port due to the cancelation or partial cancelation of the Cruise Tour, accommodations shall be arranged (by the choice of the cruise company) for the passengers.

## 7. 旅客所作之取消或提前离船

### **CANCELLATION BY PASSENGER; EARLY DISEMBARKATION**

您的邮轮巡游或邮轮观光费用, 包括但不限于任何燃料或其他附加收费、政府税费和其他收费均是为您订票的旅行代理而非承运人所确定的。同样, 您的邮轮或邮轮观光费用付款安排, 均是为您订票的旅行代理而非承运人所确定的。此外, 所有针对您的邮轮或邮轮观光费用的取消和退款政策均是为您订票的旅行代表而非承运人所确定的。

Your Cruise or Cruise Tour Fares, including but not limited to any fuel or other supplemental charges, government taxes and fees and other charges are established by the Third Party Reseller, not the Carrier. Similarly, the payment schedule for your Cruise or Cruise Tour Fares is established by the third party reseller, not the Carrier. In addition, all cancellation and refund policies for your Cruise or Cruise Tour fares are established by the Third Party Reseller, not the Carrier.

邮轮巡游或邮轮观光开始之前或开始后, 任何由旅客取消而导致的退款应由为您订票的旅行代理确定和决定, 且若需要退款的话, 退款的责任应由该旅行代理独立承担。若因任何原因(包括按照本票据合同规定)旅客在邮轮巡游开始前或巡游时取消行程或提前离船, 该等情况下承运人不需要退款、赔偿或承担任何责任。

Cancellation by the Passenger after the Cruise or Cruise Tour has begun), any amounts due to Passenger shall be established and determined by the Third Party Reseller. In the event of cancellation by the Passenger pre cruise, or early

disembarkation of the Passenger for any reason, including pursuant to any provision of this Ticket Contract, such disembarkation shall be without refund, compensation, or liability on the part of the Carrier whatsoever.

有关邮轮巡游或邮轮观光费用的任何款项应当向第三方代理商支付，而不是向承运人支付。如果承运人确实通过信用卡直接获得付款，则退款也将退至信用卡内。如果承运人收到来自您的旅行代表的付款，则退款将退回到该旅行代表处。

Any payments of the Cruise or Cruise Tour Fares shall be made to the Third Party Reseller and not the Carrier. If Carrier received payment via credit card, the refund will be made to that credit card. If Carrier received payment from your travel Representative, the refund will be provided back to that travel Representative.

旅客承认，对某些航行，如从美国港口开始的一个往返航程，旅客必须完成整个的航程，如不这样做可能会导致一个或多个政府机构做出罚款或其他处罚。若旅客未能完成整个航程，旅客在此同意支付任何该等罚款或处罚，若承运人为此支付了罚款或处罚，则旅客应赔偿承运人该等费用。

Passenger acknowledges that for certain voyages, such as a round-trip voyage commencing in a United States port, the Passenger must complete the entire voyage and that failure to do so may result in a fine or other penalty being assessed by one or more governmental agencies. Passenger hereby agrees to pay any such fine or penalty imposed because Passenger failed to complete the entire voyage and to reimburse Carrier in the event it pays such fine or penalty.

#### 8. 旅客遵守本协议、相关法律及承运人制度之义务；检疫；赔偿

##### **PASSENGER'S OBLIGATION TO COMPLY WITH AGREEMENT, APPLICABLE LAWS, AND RULES OF CARRIER; QUARANTINE; INDEMNIFICATION**

- a. 一般守法义务。在任何时间，旅客均需遵守本协议规定、所有适用法律以及承运人、邮轮及其它交通工具的规章、政策和规定（该等规章、政策和规定可能经或不经通知而不时变更）。旅客同意：在任何情况下，其均不得进入本邮轮上指定船员专用的任何区域，比如船员住宿区。旅客进一步同意：承运人有权禁止或限制旅客将任何酒精饮料携带上船使用，同意遵守承运人就上述事项所制定的任何政策之规定。本协议中任何规定都不能视为授予旅客在邮轮巡游或邮轮观光期间向其他旅客销售产品或提供服务的权利，旅客的上述行为是被禁止的。

Compliance Obligation Generally. Passenger shall at all times comply with the provisions of this Agreement, all applicable laws, and rules, policies and regulations of the Carrier, the Vessel and the Transport (as the same may be changed from time to time with or without notice). Passenger agrees not to enter any areas of the vessel designated for crew only, including crew quarters, under any circumstances whatsoever. Passenger further agrees that Carrier may prohibit or restrict Passenger from bringing any alcoholic beverages for consumption onboard the Vessel and agrees to comply with any Carrier policy covering such matters. Nothing in this Agreement shall grant to Passenger any right to sell products to or provide services to other passengers onboard the Cruise or Cruise Tour and Passenger shall be prohibited from doing so.

- b. 旅客应独自负责取得并持有在任何停靠港登船、旅游或离船所需的护照、签证及其它旅游证件。旅客应全权负责通过其旅行代理或相关政府机构确定所需文件。旅客同意：在承运人提出合理要求的情况下，旅客需向承运人提交任何相关旅游证件，但在巡游结束前，承运人应将上述旅游证件退还旅客。Passengers are solely responsible to maintain in their possession all passports, visas and other travel documents required for embarkation, travel and disembarkation at all ports of call. Passengers assume full responsibility to determine through their travel Representative or the appropriate government authority the necessary documents. Passenger agrees to provide to Carrier (at Carrier's reasonable request) any travel documents. Carrier shall return such travel documents to Passenger by no later than the end of the cruise.
- c. 旅客理解并同意：承运人的政策不允许旅客做出任何违法行为，且一旦出现任何上述违法行为，承运人将依法向相关机关报告。  
Passenger understands and agrees that Carrier has policy for passengers not to do illegal activity, and shall report such activity to the appropriate authorities when passengers do.
- d. 每一成年旅客均保证并同意：在任何时候，其均应对任何随行的未成年人尽到监管职责，以确保遵守本票据合同第 8 条之规定。  
Each adult Passenger undertakes and agrees to supervise at all times any accompanying minors to ensure compliance with the provisions of this Ticket Contract Section 8.
- e. 若基于承运人或船长的独立判断，任何旅客或由其负责监护的任何未成年人旅客的行为或活动被认为造成潜在危险、安全风险或对其自身或其他旅客的健康、安全、舒适或愉悦产生不利影响、或违反了本协议的任何条款，则承运人有权变更该等旅客的住宿、更改或取消其活动、拒绝提供任何酒精饮料服务、将其限制在舱房或隔离、检查其舱房、财产或行李、变更其岸上观光活动、要求其和/或其监护人下船或拒绝他们登船、或在任何时候对其进行约束；对此，承运人无需承担任何责任，由旅客承担风险和支出。  
Carrier may also change Accommodation, alter or cancel any activities of, deny service of alcohol to, confine to a stateroom or quarantine, search the stateroom, property or luggage of any Passenger, change a Passenger's Land Tour, disembark or refuse to embark the Passenger and/or any Passenger responsible for any minor Passenger, or restrain any Passenger at any time, without liability, at the risk and expense of the Passenger, when in the sole opinion of Carrier or Captain the Passenger's conduct or presence, or that of any minor for whom the Passenger is responsible, is believed to present a possible danger, security risk or be detrimental to himself or the health, welfare, comfort or enjoyment of others, or is in violation of any provision of this Agreement.



- f. 若因任何旅客的行为或因其未能遵守本票据合同第 8 条之规定（包括但不限于下述情形：(i) 旅客所购买的任何服务超出了旅客的支付能力而未予付款；(ii) 旅客未能遵守与入境、海关或消费税相关的要求；或者(iii) 因旅客的故意不当行为、过失行为或不作为而直接或间接地、全部或部分地导致出现了任何人身伤害、死亡或财产损失），从而导致承运人、邮轮或交通工具遭受了任何民事责任、罚金、罚款、费用或开支，则该旅客（若为未成年人旅客，则指其父母或监护人）应对此予以负责，并应当向承运人、邮轮或交通工具给予相应的赔偿。

Passenger, or if a minor, his parent or guardian, shall be liable for and indemnify Carrier, the Vessel and the Transport from any civil liability, fines, penalties, costs or expenses incurred by or imposed on the Vessel, the Transport or Carrier arising from or related to Passenger's conduct or failure to comply with any provisions of this Section 8, including but not limited to: (i) any purchases by or credit extended to the Passenger; (ii) requirements relating to immigration, customs or excise; or (iii) any personal injury, death or damage to persons or property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger.

- g. 无论基于何种原因，就某特定邮轮巡游或邮轮观光项目，若在船只或任何运输工具规定的检票登船或上车时间内，任何旅客未能检票登船或上车；或在任何停靠港、目的港或开航港规定的开船启航时间前，任何旅客未能顺利回船，则承运人均无需对上述旅客所缴纳的任何邮轮巡游/邮轮观光费用进行退款，也无需对上述旅客因此而产生的任何住宿费、餐饮费、交通费或其它任何费用负责。邮轮在任何停靠港、目的港或开航港的开船启航时间详见相关邮轮巡游/邮轮观光活动的公告。承运人无需为任何对预订航行路线、停靠港或目的港的变更向乘客承担任何责任。

Carrier shall not be required to refund any portion of the Cruise or Cruise Tour Fare paid by any Passenger who fails for any reason to be onboard the Vessel or Transport by the embarkation cut-off time applicable to the specific Cruise or Cruise Tour or the boarding cut-off time applicable at any port of call or destination or point of departure as the case may be, and shall not be responsible for lodging, meals, transportation or other expenses incurred by Passenger as a result thereof. Boarding cut-off times for any port of call or destination or point of departure are as announced on the applicable Cruise or Cruise Tour. Carrier shall have no obligation to any Passenger to deviate from any scheduled sailing or port of call or destination.

- h. 在任何时候，若为下述之任何理由，承运人均有权拒载任何旅客，或有权将任何旅客从船只或其它交通工具中驱逐出来：(i) 该等拒载或驱逐是为了符合任何政府规章、指令或指示所需；(ii) 上述旅客拒绝承运人就任何爆炸物、武器、危险物品或其它盗窃物品、非法物品或管制物品，而对其人身或财产进行搜查；(iii) 在承运人已提出请求的情况下，上述旅客拒绝向承运人提供真实身份证明；或者(iv) 上述旅客未能遵守承运人规章和程序之规定，比如承运人制定的关于旅客行为的政策，以及承运人关于善待海员的政策；或者(v) 因上述旅客的行为违反了承运人制定的拒载政策。上述承运人的旅客行为守则和拒绝承运政策见本票据合同下方之说明。

Carrier may refuse to transport any Passenger, and may remove any Passenger from the Vessel or Transport at any time, for any of the following reasons: (i) whenever such action is necessary to comply with any government regulations, directives or instructions; (ii) when a Passenger refuses to permit search of his person or property for explosives, weapons, dangerous materials or other stolen, illegal or prohibited items; (iii) when a Passenger refuses upon request to produce positive identification; or (iv) for failure to comply with Carrier's rules and procedures, including, for example, Carrier's Passenger Conduct Policy or Carrier's policies against fraternization with crew; or (v) Passenger's passage is denied by Carrier pursuant to its Refusal to Transport policy. Carrier's Passenger Conduct Policy and Refusal to Transport policy are available below this ticket contract.

- i. 为旅行安全和保障之需，无论是否旅客已同意或知情，承运人均将对旅客及其行李进行电子检查或监督。

In the interests of safety and security, Passengers and their luggage are subject to inspection or monitoring electronically with or without the Passenger's consent or knowledge.

- j. 若承运人行使了第 8 条中规定的任何权利，则旅客无权因此向承运人提出任何索赔请求；此外，承运人也无需负责对旅客进行任何退款，或赔偿旅客因此而遭受的任何损失或损害，包括但不限于旅客食宿或因被遣返回国而产生的任何费用。但因旅客违反前述规定，导致承运人或承运人之代表、员工等受到损失，由旅客承担全部责任。

If Carrier exercises its rights under this Section 8, Passenger shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for Accommodation or repatriation. Passenger shall be liable for and indemnify all the losses suffered by Carrier, Carrier's Representative or employees, etc. which are caused by the violation of the above provisions.

## 9. 索赔请求通知，开始仲裁，保证金

### NOTICE OF CLAIMS, COMMENCEMENT OF ARBITRATION, SECURITY

- a. 人身伤害/疾病/死亡索赔请求的时效规定：无论任何司法辖区法律另有其它任何规定，若任何旅客因邮轮巡游/邮轮观光活动遭受任何人身伤害、疾病或死亡，则该等索赔请求的书面通知（连同全部详细信息）应在上述人身伤害、疾病或死亡发生之日起的六个月期间内递送至承运人的主营地址。

Time limits for personal injury/illness/death claims: notwithstanding any provision of law of any judicial jurisdiction to the contrary, no suit shall be maintainable against Cruise/ Cruise Tour for personal injury, illness or death of any passenger unless written notice of the claim, with full particulars, shall be delivered to carrier at its principal office within six (6) months from the date of the injury, illness or

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death.

- b. 应在该等人身伤害、疾病或死亡之日起的一年期间内启动（受理），且该仲裁的程序送达文件已在上述仲裁受理之日起的 120 日内送达至承运人；否则旅客将无权就上述人身伤害、疾病或死亡向承运人提起任何仲裁。

Arbitration is commenced (filed) within one (1) year from the date of such injury, illness or death and process served within 120 days after filing; otherwise the passenger loses the right of bringing such injury, illness or death above to any arbitration procedure.

- c. 所有索赔请求的仲裁解决：对于任何纠纷、索赔请求或争议而言，无论其是基于合同关系、侵权、法定、宪法或其它法定权利而产生的，包括但不限于旅客所诉的对其民事权利、平等待遇、消费者权利或隐私的侵犯而产生的任何纠纷、索赔请求或争议，以及因本合同或邮轮巡游而产生或与此相关的任何关于损失、损害或费用的任何纠纷、索赔请求或争议（无论其是以何种方式描述、提出的或修辞），均应当提交香港国际仲裁中心管理的机构予以最终裁决，且该仲裁应适用提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》，在递交仲裁通知后，依据该仲裁规则在香港仲裁解决。仲裁庭必须由三人组成。且仲裁过程应以英文进行。任何一方当事人均无权提起由陪审团裁决的仲裁，也不得要求执行仲裁前证据开示程序，但上述适用的仲裁规则或本协议另有其它规定的除外，或就争端提起仲裁后的适用的仲裁规则中另有其它规定的除外。上述仲裁的裁决为终局裁决，对双方当事人均具有约束力。旅客或承运人在仲裁中可能享有的部分权利可能在仲裁程序中不再享有。

Arbitration of all claims: any and all disputes, claims, or controversies whatsoever, between passenger and carrier, vessel or transport, whether 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 passenger's cruise, no matter how described, pleaded or styled, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. After submitting the notice of arbitration, such claims shall be dealt with in Hong Kong accordingly. The arbitration tribunal must consist of three people. And the arbitration procedure shall be carried out in English. Any party has no right to appeal jury verdict, neither to request to execute the discovery proceedings prior to the arbitration, except otherwise stipulated by the applicable rules or arbitration rules of this agreement, or applicable rules of arbitration just after the dispute. Result of such arbitration shall be considered as final, and binding upon both parties thereto. Rights that the passengers or the carrier may have during the arbitration might no longer be applicable.

- d. 非人身伤害/疾病或死亡索赔请求的时效规定：对于上述第 9.c 条中规定的就承运人、

邮轮或交通工具所提起的仲裁程序，除非在与该旅客的票据合同所涉邮轮巡游/邮轮观光终止之日（以较晚者为准）起的三十日内，索赔请求的书面通知（连同全部详细信息）已递送至承运人主营地址，否则该旅客将无权提起上述仲裁程序。在任何情况下，无论任何其它司法辖区另有其它任何规定，除非在与该旅客的票据合同所涉邮轮巡游/邮轮观光结束之日（以较晚者为准）起的六个月内，上述第 9.c 条中规定的仲裁程序已启动（受理），且在上述仲裁程序提起之日起的六十日内，该等仲裁程序的有效通知或程序送达文件已生效，否则旅客所提起的第 9.c 条规定的任何仲裁程序均不应被支持。

Time limits for non-injury/illness or death claims: no arbitration proceeding described in section 9(c) may be brought against carrier, vessel or transport unless written notice of the claim, with full particulars, shall be delivered to carrier at its principal office within thirty (30) days after termination of the cruise or Cruise Tour (whichever is later) to which this Ticket Contract relates. In no event shall any such arbitration proceeding described in section 9(c) be maintainable unless such proceeding shall be commenced (filed) within six (6) months after the termination of the cruise or Cruise Tour (whichever is later) to which this ticket contract relates and valid notice or service of such arbitrating is effected within sixty (60) days after filing, notwithstanding any provision of law of any judicial jurisdiction to the contrary.

- e. 若邮轮被扣押，旅客在此不可撤销地同意：承运人的任何保险人出具的担保函应构成被扣押或留置的船只被即刻解除扣押或留置所要求的适当并充分的担保。

In the event of an in rem proceeding against the vessel, passenger hereby irrevocably agrees that the posting of a letter of undertaking from any of carrier's insurers shall constitute an adequate and appropriate form of security for the immediate release of the vessel in lieu of arrest.

## 10. 责任限制 LIMITATIONS OF LIABILITY

- a. 除第 6.e 款另有明确规定外，因发生不可抗力事件、战争、恐怖主义、民事骚乱、劳资冲突、政府干涉、海上危险事件、火灾、盗窃、其它超出承运人合理控制的原因或其它任何并非因承运人过失而导致的事件，从而导致任何旅客出现了人身伤害、死亡、疾病、损害、迟延或其它个人或财产的损失、或其它任何索赔损失，承运人均无需对此负责。

Except under the terms of Section 6.e below, carrier shall not be liable for injury, death, illness, damage, delay or other loss to person or property, or any other claim by any passenger caused by act of god, war, terrorism, civil commotion, labor trouble, government interference, perils of the sea, fire, thefts or any other cause beyond carrier's reasonable control, or any act not shown to be caused by carrier's negligence.

- b. 旅客同意：对于因旅客使用任何健身或娱乐设备或因任何独立承包商（包括但不限于摄影师、按摩人员或其它演艺人员）的过失或过错行为而产生的人身伤害、死亡、疾病或其它损失，或因承运人的邮轮、航行或运输行为之外的其它原因，或因任何



岸上旅行、观光或其它活动而产生的人身伤害、死亡、疾病或其它损失，均应由旅客自行承担风险，且承运人均无需对上述人身伤害、死亡、疾病或其它损失负责。

Passenger agrees to solely assume the risk of injury, death, illness or other loss, and carrier is not responsible for passenger's use of any athletic or recreational equipment; or for the negligence or wrongdoing of any independent contractors, including but not limited to photographers, spa personnel or entertainers; or for events taking place off the carrier's vessels, launches or transports, or as part of any shore excursion, tour or activity.

- c. 在任何情况下，对于旅客所遭受的任何种类的精神损害、精神痛苦或心理伤害，若其并非由于对旅客的身体伤害而导致，或并非由于旅客曾经处于可能发生身体伤害的实际风险中而导致的，或其并非是由承运人故意行为所致，则承运人均不向旅客承担任何责任。在不限上述规定的前提下，在任何情形下，承运人均无需承担任何间接、附带、惩罚性及惩戒性的损害赔偿赔偿责任。

Carrier hereby disclaims all liability to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind under any circumstances, when such damages were neither the result of a physical injury to the passenger, nor the result of passenger having been at actual risk of physical injury, nor were intentionally inflicted by the carrier. Without limiting the preceding sentence, in no event will carrier be liable to passenger for any consequential, incidental, exemplary or punitive damages.

- d. 对于不在中国任何港口登船、离船或停靠的邮轮巡游而言，承运人均有权根据《1974年海上旅客及其行李运输雅典公约》及《1974年海上旅客及其行李运输雅典公约的1976年议定书》（以下合称“雅典公约”）之规定，享有所有责任限制、责任豁免及其它相关权利。

On cruises which neither embark, disembark nor call at any port in China, the Carrier shall be entitled to any and all liability limitations, immunities and rights applicable to it under the 'Athens Convention Relating To The Carriage Of Passengers And Their Luggage By Sea' of 1974, as well as the 'Protocol To The Athens Convention Relating To The Carriage Of Passengers And Their Luggage By Sea' of 1976 ('Athens Convention').

## 11. 健康状况适于旅行；拒绝登船；未成年人

### **FITNESS TO TRAVEL; DENIAL OF BOARDING; MINORS**

- a. 旅客保证：其和随其旅行的其他人员的身体情况均适合旅行，且该旅行不会对其或他人产生任何危险。

Passenger warrants that he and those traveling with him are fit for travel and that such travel will not endanger themselves or others.

- b. 未成年人。任何 18 周岁以下的旅客均视为是未成年人，其应当跟随其父母、法定监护人或承运人政策允许的其它人员参与该旅行。

Minors. Any Passenger under the age of 18 shall be considered a minor and must

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travel with a parent or Legal Guardian or such other person as may be permitted by Carrier's policies.

- c. 最低年龄. 18 周岁以下的旅客不得被预定在一间单独的舱房, 除非有 18 周岁或以上年龄的成年旅客共同居住, 或有未成年人的父母或监护人住在相连客舱随同旅行; 对于小于 18 周岁的已婚夫妻, 应提供结婚证明。承运人保留在任何时候要求旅客提供年龄证明的权利, 且旅客在起航日的年龄决定了其在整个邮轮度假行程中的年龄状态。

Minimum Age. No Passenger under the age of eighteen (18) will be booked in a stateroom unless accompanied by an adult eighteen (18) years of age or older, except for minors sailing with their parents or guardians in adjacent staterooms, or for under-aged married couples (proof of marriage is required). Carrier reserves the right to request proof of age at any time and Passenger's age on the date of sailing determines his or her status for the entire cruise vacation.

- d. 孕妇和婴儿. 在任何情况下, 在邮轮巡游/邮轮观光活动开始之日或其后行程的任何时间里怀孕期达到 24 周及以上的旅客, 应同意不得预定邮轮巡游或登船或乘坐任何交通工具。在任何情况下, 特定年龄以下的婴儿 (邮轮巡游要求婴儿的最低年龄在六个月以上), 不得为其预定邮轮巡游/邮轮观光活动, 或被任何旅客带到邮轮或其他交通工具上。

Pregnancy and Infants. Any Passenger who will enter the 24th week of pregnancy by the beginning of, or at any time during their cruise or Cruise Tour agrees not to book the cruise or board the Vessel or Transport under any circumstances. No infants under a specific age (at least six (6) months shall be booked on a cruise or Cruise Tour, nor brought onboard the Vessel or Transport by any Passenger under any circumstances.

- e. 特殊要求. 若任何旅客在行动、沟通或其他方面存在障碍, 或存在其他特殊需求或医疗需求可能需要在邮轮巡游/邮轮观光活动中提供医疗护理或专门住宿, 包括但不限于使用任何服务动物, 旅客应在预定邮轮之时告知承运人。旅客同意, 若因旅客将任何服务动物带上邮轮或其它运输工具之原因, 使得承运人遭受了任何损失、损害或费用, 则旅客承担全部责任, 并向承运人进行完全赔偿。旅客确认并理解: 根据相关国际安全要求、造船业标准和/或其它应适用的、与邮轮的设计、建造或运行相关的规定, 在行动、沟通或其他方面存在障碍或有特殊需求的旅客在使用一些设施或参加一些活动时将受到限制。由于邮轮上的轮椅只供紧急状况下使用, 对于有轮椅使用需求的旅客, 其应自行携带轮椅, 且该轮椅的大小和类型应可被邮轮容纳。

Special Needs. Any Passenger with mobility, communication or other impairments, or other special or medical needs that may require medical care or special Accommodation during the cruise or Cruise Tour, including but not limited to the use of any service animal, must notify the Carrier of any such condition at the time of booking. Passenger agrees to accept responsibility and reimburse Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on board the Vessel or Transport. Passengers acknowledge and

understand that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Passengers requiring the use of a wheelchair must provide their own wheelchair (that must be of a size and type that can be accommodated on the Vessel) as wheelchairs carried on board are for emergency use only.

- f. 对于任何违反本款政策规定的旅客，承运人均有权拒绝其登船。若承运人行使了本第 11 条中规定的权利，则旅客将无权向承运人提起任何索赔请求，且承运人也不向旅客承担任何退款、赔偿损失或损害的责任，包括但不限于因旅客的食宿或被遣返回国而产生的任何费用。

Carrier shall have the right to deny boarding for violations of any of the policies set forth in this Section. If Carrier exercises its rights under this Section 11, Passenger shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Passenger, including but not limited to any expenses incurred by Passenger for Accommodation or repatriation.

## 12. 照片、视频或音频资料的使用 **USE OF PHOTOS, VIDEOS OR RECORDINGS**

在本次邮轮巡游/邮轮观光活动期间或与之相关的拍摄/录制的任何性质的或保存在任何媒质中的旅客的任何照片、视频资料、音频资料及其它任何视频音频图片，旅客在此授予承运人（及其受让人和被许可人）全球性、永久性且专属性的权利（包括对这些资料所作的编辑、将之与其他材料合成或创造任何形式的衍生作品），以使承运人能够为其邮轮巡游/邮轮观光活动的交易、广告、销售、产品展示、推广、培训或其它任何相关目的而无需向旅客支付费用。上述授权范围包括对存储在任何媒质（包括但不限于因特网）中的图片、形象、影像、磁带、图画或音频资料进行复制、修改、分发、展示和销售的无限制权利。旅客在此同意：该等资料之所有权利、所有权和利益（包括其在全球任何地方所享有的版权）均属于承运人的独有财产，旅客或其它从旅客处取得相关权利或利益的任何他人均无权提出任何权利请求。

Passenger here by grants to Carrier (and its assignees and licensees) the exclusive right throughout the universe and in perpetuity to include photographic, video, audio and other visual or audio portrayals of Passenger taken during or in connection with the Cruise or Cruise Tour (including any images, likenesses or voices) in any medium of any nature whatsoever (including the right to edit, combine with other materials or create any type of derivative thereof) for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to the Passenger. Such grant shall include the unrestricted right to copy, revise, distribute, display and sell photographs, images, films, tapes, drawings or recordings in any type of media (including but not limited to the Internet). Passenger hereby agrees that all rights, title and interest therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger.

旅客在此同意：在未获承运人明确书面同意的情况下，由船上的旅客、其他旅客、船员或在船上的第三方当事人所制作的或以他们为对象制作的，或描绘邮轮及其设计、装备或其他的任何记录资料（不论是音频、视频或其它形式）或图片，均不得用于任何商业目的，不得在任何媒体上进行广播，也不得用于其它非私人用途。承运人应有权采取任何合理措施以执行本条款。

Passenger hereby agrees that any recording (whether audio or video or otherwise) or photograph of or made by Passenger, other passengers, crew or third parties onboard the Vessel or depicting the Vessel, its design, equipment or otherwise shall not be used for any commercial purpose, in any media broadcast or for any other non-private use without the express written consent of Carrier. The Carrier shall be entitled to take any reasonable measure to enforce this provision.

### **13. 您的旅行代理 YOUR TRAVEL REPRESENTATIVE**

旅客承认并确认：无论为任何目的，旅客所适用的与此票据合同的签发相关的任何旅行代理应为旅客的代理人，承运人均无需对上述旅行代理所作的任何声明负责。在任何时候，旅客均需就其邮轮旅游费用向承运人负责。旅客理解并同意：一旦旅行代理收到本票据合同或其它任何信息或通知，均视为已在旅行代理收讫的相同日期为旅客所接收。旅客承认承运人无需对任何旅行代理的财务状况或诚信度承担任何责任。

Passenger acknowledges and confirms that any travel Representative utilized by Passenger in connection with the issuance of this Ticket Contract is, for all purposes, Passenger's Representative and Carrier shall not be liable for any representation made by said travel Representative. Passenger shall remain liable at all times to Carrier for the price of passage. Passenger understands and agrees that receipt of this Ticket Contract or any other information or notices by Passenger's travel Representative shall be deemed receipt by the Passenger as of the date of receipt by the Representative. Passenger acknowledges that Carrier is not responsible for the financial condition or integrity of any travel Representative.

### **14. 可分性 SEVERABILITY**

无论基于何种原因，若本协议的任何条款在任何管辖权下被认定为不可执行，则均视为该相应条款已在上述管辖权下从本协议分割出去，且本协议其它条款将继续保持充分效力。

Any provision of this Agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Agreement in that jurisdiction only and all remaining provisions shall remain in full force and effect.

### **15. 转让和让与 TRANSFERS AND ASSIGNMENTS**

本票据合同不具有可转让性。除其它含义外，“不具有可转让性”意味着旅客不得将本票据合同销售或转让给其它任何人；在任何他人出具本票据合同的情况下，承运



人将无义务向旅客或持有本票据合同的任何他人确认本票据合同或进行退款。

This Ticket Contract is non-transferable. Among other things, this means that the Passenger cannot sell or transfer this Ticket Contract to someone else, and Carrier shall not be liable to the Passenger or any other person in possession of a Ticket Contract for honoring or refunding such Ticket Contract when presented by such other person.

#### **16. 与其它采购行为的关系 RELATIONSHIP TO OTHER PURCHASES**

在法律规定或允许的最大范围内，本协议同时涵盖承运人的邮轮观光产品、岸上观光运营方等提供的岸上观光、陆上及酒店服务套餐。

To the extent permitted or required by law, this Agreement also covers Carrier's Cruise Tour products, shore excursions, land and hotel packages, etc., provided by Land Tour Operator.

#### **17. 不可抗力 and 行程变动 FORCE MAJEURE EVENTS AND ITINERARY CHANGE**

“不可抗力事件”是指无法预知、避免和克服的事件，包括但不限于天灾、船只故障、敌视行为、封锁、劳资冲突、船上或近港罢工、管理机构或机关限制、战争、火灾、冲突、保险公司指令、逮捕、政府机关或其它主管机关限制或命令、恐怖活动、民众骚乱、天气条件或海况以及有关船只安全问题（由船长根据其独立判断而定）、船只浸水、机械部件及固定部件的故障或损坏、缺乏安全措施、无法获取包括燃料在内的供给、船只被征用、或其它超出承运人控制范围的情况（包括但不限于因任何前述事件导致的承运人运力配置变更）。

Force Majeure Events refers to incidents that cannot be predicted, avoided and overcome, including but not limited to natural disasters, breakdown of the Vessel, hostilities, blockades, labor conflict, strikes aboard or ashore, restraint of rulers or princes, war, fire, collision, directions of underwriters, arrest, order or restraint by government authorities or others, acts of terrorism, civil commotions, weather and sea conditions, safety of the vessel (according to captain's independent judgment), ship immersion, failure or damage of mechanical parts and fixed parts, lacking of safety measures, unable to obtain including fuel supply, requisition of the vessel, or other circumstances beyond Carrier's control (including but not limited to configuration changes of the carrier caused by any previous events).

当承运人由于不可抗力事件在行程开始前被迫取消邮轮行程时，承运人以及/或者船只所需承担的唯一责任应当为向旅行代理退还从该旅行代理处收到的您的订票费用。请联系您的旅行代理要求退还您的订票费用。

When the cruise itineraries are canceled prior to the trip due to any force majeure events, the sole responsibility of carrier and/or the cruise would be return the booking fee that were received by travel agencies to them. Passengers shall contact their travel agencies to request for a refund of the booking cost.

如果在邮轮行程开始后，因发生任何超出承运人控制的事件(包括但不限于不可抗力事件)，从而导致邮轮公司无力完成巡游，承运人应承担的唯一的责任是应当于此后

三十日之内，根据邮轮行程中被取消的巡游天数，按比例将从您的旅行代理处收到的您的订票费用退还给该旅行代理。本条款规定，每次巡游开始时间应被视为当地时间上午 12:01，若任何巡游在当地时间上午 12:01 之后取消，应当被视为该日整日的巡游活动已经完成。将旅客送返至登船港口途中的时间应被包括在巡游时间内，承运人应向旅客提供所有服务和住宿。

If the cruise itineraries have started, any event that beyond the control of the Carrier (including but not limited to the force majeure events) have caused the inability of the cruise company to complete the tour, the sole responsibility of the carrier shall be refunding the booking fee according to the proportion of the days of cancelation in the whole trip to the travel agency, within 30 days of the cancelation. According to this clause, local time 12:01AM shall be considered as the starting time of each tour. If any tour was canceled after 12:01AM, the tour of that day shall be considered as done. The time that spend returning the passengers back to the boarding port shall be counted as part of the tour time, and the carrier shall provide all services and accommodations to the passengers.

旅客代表其本人以及旅客一方表示理解并同意，邮轮行程的出发和到达时间无法保证，并且行程中的任何部分都可能发生延迟，也可能因天气条件、安全航行的紧急状况、航行通过受管制水域、港口和航道以及其它超出承运人控制范围的原因(包括但不限于不可抗力)而取消停靠港。尽管有前述规定，承运人将合理安排替代的停靠港，或进行行程变更，力图使前述任何一种或两种方案尽可能如同原行程一样有利于旅客。此种情况下，承运人不需要向旅客承担任何的退款补偿或赔偿责任。

Passengers on behalf of oneself and the passenger side understand and agree that the departure and arrival time of cruise itinerary cannot be guaranteed, any part of the itinerary could be delay possibly, and it may be canceled and reached port due to weather conditions, safety of navigation, navigation through restricted waters, ports and waterways and other circumstances beyond the control of the carrier (including but not limited to the force majeure events). Notwithstanding the foregoing, the carrier will arrange reasonable alternative port, or modify the itineraries, trying the very best to ensure the passengers experience the original itinerary as much as possible by providing one or two options. Under such circumstances, the carrier does not need to make any refund or compensate the passengers.

旅客代表其本人以及旅客一方同意，如果游览行程由于任何上述事件而发生变更，他们将不会强迫承运人接受任何条件或通过集体抗议、拒绝登船或离船等方式中断船只的正常运行或航行，也不会以任何其它极端的方式进行抗议，或采取任何违反邮轮巡游所涉及的相关国家中的法律或法规的行为。旅客应当始终遵守船长发出的通知，并且还应当遵守承运人的旅客行为守则。

Passengers on behalf of oneself and the passenger side agree that if the itineraries have been modified due to any incidents that described above, they will not compel Carrier to accept any conditions or interrupt the normal operation or sailing of the vessel by way of group protests, refusal to embark or disembark

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the ship, or behave in any other extreme ways to protest, or act in violation of the laws or regulations of countries that are involved in the cruise or any other actions. Passengers shall at all times comply with notices from the ship's Captain and shall in addition comply with the Carrier's Passenger Conduct Policy.

#### **18. 适用法律 APPLICABLE LAWS**

本旅客票据合同应当受中华人民共和国香港特别行政区（“香港”）法律管辖并依照其解释，如属相关，该等法律应当包括相关的香港海事法律。由此产生的争议，双方有权向香港国际仲裁中心申请仲裁。

This Passenger Ticket Contract shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China (“Hong Kong”) including, where relevant, Hong Kong Maritime Law. As for the disputes arising from the Contract, either party shall file the arbitration application to Hong Kong International Arbitration Center.

#### **19. 承运人 CARRIER**

在主要旅客的确认发票中包含对船只运营方的详细描述。若存在任何疑问，请联系旅行代表。

The Carrier of the vessel is detailed in the confirmation invoice of the Lead Passenger. Should you have any queries please contact your Travel Representative.

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## 旅客行为守则

### PASSENGER CONDUCT POLICY

从公司成立至今，天海邮轮公司一直致力于为旅客提供丰富多样的邮轮体验，让旅客尽情享受非同寻常的假期之旅。无论是专业、友好的船员，无与伦比的邮轮，诸多丰富多彩的活动，还是大量美丽并充满异国风情的目的地与岸上短途游项目，精彩纷呈的娱乐表演或是丰盛可口的各类美食，都能让您充分领略到为何天海邮轮的行程能成为您至今最难忘的假期体验之一。

Throughout its history, Hong Kong Skysea Investment Management Limited (“Skysea”) is devoted to providing its passengers with a wide variety of cruise experiences that lead to exceptional vacations. Whether it’s our professional and friendly crew, our unmatched ship, our almost endless variety of activities, our extensive list of beautiful and exotic destinations and excursions, our exciting entertainment, or our wide variety of delicious food, you will find many reasons why your Skysea vacation will be one of the best you have ever experienced.

您还将发现您的邮轮体检中非常精彩的部分之一，即邮轮上的旅客来自世界各地，拥有不同的文化背景，因此将使您了解世界各地文化并结识许多新朋友。然而万事均有利弊，虽然结交新朋友能提升您的旅途享受，但是船上的某些旅客可能会表现出一些令人不解或不甚愉快的行为举止。由于旅客拥有各自不同的文化背景，因此让各位熟悉了解天海邮轮公司的旅客行为规范至关重要。

You may also find that one of the most amazing parts of your cruise vacation experience will be the many rich and varied cultures represented among our passengers. This diversity offers a chance to learn about different parts of the world and to make new friends. But just as a new friend can enhance your vacation experience, some passengers may behave in ways you find unusual or undesirable. Since our passengers do come from different and diverse backgrounds, it is important that everyone have a common understanding of the behavioral standards in place on Skysea.

本旅客行为守则（以下简称“守则”）旨在确保所有旅客能享受安全、愉快的邮轮体验，并为旅客在船上度假期间的行为举止制定相关标准，包括在上下船、码头内、登船后、沿途停靠港、岸上观光以及私有目的地等区域。本行为准则可能含有未尽事宜并有可能有些行为规范无法全面被阐明。若出现此类情况，旅客应当遵守船长所采取的确保旅客的人身和各项安全的必要的指示。除本守则外，船上旅客还应遵守邮轮途经的各个国家的相应适用法律。本守则可能会进行更新。任何对本守则的更新将可在天海邮轮公司的网站（[www.skysea.com](http://www.skysea.com)）上浏览。

This Passenger Conduct Policy (“Policy”) is intended to help ensure that all passengers are able to participate in a safe and enjoyable cruise vacation and sets forth standards of conduct for passengers to follow throughout their Skysea vacation, including transfers to and from ships, inside terminals, while onboard, at ports of call, during shore excursions and at our private destinations. This policy is not intended to be all inclusive, and it is likely there will be conduct issues that it does not specifically



address. In that event, as in all others, passengers are expected to follow the direction of the ship's Captain who will take appropriate action to ensure the safety, security and well-being of our passengers. In addition to this policy, passengers are expected to comply with applicable laws of the various countries that they visit. Updates to the Passenger Conduct Policy may be made between publications of this document. Any updates to this Passenger Conduct Policy are available for review on the Skysea internet site, [www.skysea.com](http://www.skysea.com).

### **安全与保障 Safety and Security**

安全与保障是每位旅客的责任。旅游期间若察觉任何危险或可能的违法行为，旅客应立即向邮轮保安人员或其他管理人员汇报。旅客可使用船上电话或寻求船员帮助来进行汇报。

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

### **旅客行为 Passenger Conduct**

#### **旅客与船员交流 Passenger and Crew Interaction**

邮轮工作人员是友好、随和并且乐于助人的，同时他们将竭尽全力使您充分享受您的假期。请勿误解邮轮工作人员的善意。此外，邮轮工作人员不得与旅客发生肢体接触，不得进行工作之外的交流接触，并不得进入客房，除非出于工作上的需要。旅客应理解并遵守上述规定，同时避免与工作人员发生肢体接触。旅客禁止擅自闯入非开放区域或员工区域（包括船员休息区与走廊）。

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 passengers. Crew members are not permitted to socialize with passengers beyond their professional duties, and are not permitted to be in passenger staterooms, except for the performance of their shipboard duties. Passengers are expected to respect these policies and are similarly prohibited from engaging in physical relationships with crew members. Passengers are not permitted in any restricted or crew area of the ship, including crew staterooms and corridors.

#### **粗言秽语 Verbally Abusive or Offensive Language**

禁止向旅客、工作人员、政府官员或其他任何人使用粗言秽语。

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

#### **不得体行为或粗暴行为 Inappropriate or Abusive Behavior**

禁止不得体或粗暴的行为，包括未经同意的肢体接触、引诱、骚扰、蓄意破坏、偷窃、

暴力、使用虚假身份证明、未成人饮酒（参见以下酒精饮料的规定）、向未满饮酒年龄规定的旅客提供酒精饮品（参见以下酒精饮料的规定）、携带非法物质/物品、或其他非法或暴力行为。

Inappropriate or abusive behavior is not permitted. This includes: 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.

### **危险行为 Unsafe Behavior**

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

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 passenger safety is not permitted. Passengers may not enter or access any area that is restricted and for the use of crew members. Any other unsafe behavior, including failure to follow security instructions, is not permitted.

### **无理取闹或破坏行为 Discourteous or Disruptive Behavior**

游泳池、甲板与剧院座位不接受提前预定。除个别规定航线的指定区域外，旅客在享受日光浴时不得赤裸上身（咨询客服以获取更多信息）。禁止使用嘈杂的播放设备和无线电。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（经邮轮医疗人员批准的用于特殊目的的移动装置除外）。

Pool, deck and theater chairs may not be reserved. Topless sunbathing is not permitted except on selected itineraries, and then it will only be allowed in designated areas. (Contact Guest Services for Dress Code details.) Boom boxes or loud radios are not permitted. Roller blades, roller skates, skateboards, scooters, surfboards, bicycles, and similar items may not be utilized onboard; except for mobility aids related to special needs, as approved by the ship's medical staff.

### **吸烟 Smoking**

为了给旅客营造一个舒适、愉悦的旅游环境，邮轮上禁止随意吸烟，然而我们意识到部分旅客需要吸烟，因此我们在邮轮上为需要吸烟的旅客开辟了吸烟区域。为便于您确定哪个区域可以吸烟，您会发现吸烟区域都贴有吸烟标记。全部吸烟区域可以在邮轮指南中找到或者上船后与客服人员联系。邮轮上所有舱房内和私人阳台上均禁止吸烟。如果在邮轮上非吸烟区域、舱房内或私人阳台上者吸烟，将在您的关联账户上收取 250 美元的清洁费。天海邮轮公司诚心地希望所有旅客遵守非吸烟区的规定并在非吸烟区克制吸食雪茄或烟斗等。这些规定是为了给大家营造一个舒适的环境。违反本吸烟章节规定的旅客可能会受限于本手册的“后果”章节的进一步的制裁。旅客必须满 18 周岁方能在船上购买、持有或吸食烟草类产品。旅客应妥善处理香烟、雪茄以及烟管的残渣，不得向船外随意丢弃。

For the comfort and enjoyment of our passengers, our ship is designated as

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non-smoking; However, we recognize that some of our passengers do smoke. Therefore, we have designated certain areas of the ship as smoking areas. To assist in locating areas where smoking is permitted, passengers will find visible signage posted within all smoking areas. The location of all smoking venues can also be found in the daily Cruise Compass; or you may contact Guest Services once onboard. Smoking is not permitted inside any stateroom and any private balcony. If a passenger is in violation of this smoking policy, a cleaning fee of \$250 USD will be applied to their associated account. Skysea kindly asks all passengers to please observe the smoking policy and restraint smoking cigar or pipe in non-smoking area. These requests are made to provide a comfortable cruise for everyone. Passenger who violates this smoking policy may be subject to further action pursuant to the 'Consequences Section' of the Passenger Conduct Policy. You must be at least 18 years of age to purchase, possess or use tobacco onboard. Cigarettes, cigars and pipe tobacco must be properly disposed of and never thrown overboard.

### **宵禁 Curfews**

为保护全体旅客或员工的人身安全，必要时邮轮管理人员可根据船长个人决定对个人、团体或全体人员执行宵禁措施。

Ship's management reserves the right to enact 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 passenger or crew safety.

### **离船 Departing from a Ship**

父母或法律监护人不得允许任何不满 18 周岁的旅客在无成人负责看管的情况下在港口擅自离船。

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

### **父母与监护人责任 Parental and Guardian Responsibility**

为了本守则的目的，未成年人为 18 周岁以下的自然人。年轻的成年人指年龄在 18、19 或 20 岁的自然人。旅行期间，父母与其监护人应对未成年人、年轻的成年人的行为负责并负责监管随行未成年人、年轻的成年人的行为举止，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、年轻的成年人的父母或监护人是否在场。

For purposes of this Passenger 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).

## 酒精饮料 Alcohol

天海邮轮希望旅客能始终对自己的行为负责，包括在上下船、码头内、登船后、停靠港、岸上旅游期间以及在私有目的地。过量饮酒将影响个人的判断能力，致使其辨别并避免潜在危险情况的能力被减低。因此，旅客饮酒应适可而止。邮轮工作人员可拒绝向任何过量饮酒旅客提供酒精饮品，也可要求旅客出示个人身份证明，以确认其是否达到本守则规定的饮酒年龄。任何违反本酒精饮料规章的旅客将被考虑实施本守则下“后果”章节规定的制裁措施并可能被剥夺使用如迪斯科舞厅或其他区域或设施的权利。

Skysea passengers 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. Passengers who choose to consume alcohol must do so responsibly. The ship's staff may refuse to serve alcoholic beverages to any passenger who does not consume alcohol responsibly. Ship's personnel may request verification of a passenger's age to verify they are of age to consume alcohol pursuant to this policy. Any passenger that violates this alcohol policy will be considered for disciplinary action pursuant to the 'Consequences Section' of this Passenger Conduct Policy, and may lose their privileges to use the disco or other areas or facilities of the ship.

旅客不得携带含有酒精或非酒精饮料登船。保安人员可随时检查旅客所携带的容器（水壶、汽水瓶、漱口水杯、行李等）。旅客在邮轮商店或停靠码头购买酒精饮料（须在上船时向保安人员出示）后应交由工作人员保管，行程即将结束前该商品将被送还至该旅客的客房。未满饮酒年龄的旅客所持有的酒精饮品将不予送还。

Passengers are not permitted to bring alcoholic beverages nor non-alcoholic beverages onboard. Security may inspect containers (including water bottles, soda bottles, mouthwash, canteens, 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 secured by ship's personnel. Alcohol secured by ship's personnel will be returned to passengers just prior to the conclusion of their cruise vacation. Passengers who are under the permitted drinking age will not have alcohol returned to them.

旅客在天海邮轮公司的邮轮上允许消费酒精饮料的最小饮酒年龄取决于航程起始时邮轮行程的始发地。我们在当地法律要求下和认为合适或者必要的情况下，保留可不预先通知而改变最小饮酒年龄的权利。

The minimum drinking age for all alcoholic beverages on Skysea ship depends on the departure location of the cruise tour. In certain circumstances where the local laws permit or require, Skysea may modify the policy without prior notice.

为了遵守最小饮酒年龄的规定，旅客的年龄在登船前已被确定（邮轮起航前）。如果低于最小饮酒年龄的旅客在航程中度过生日并达到最小饮酒年龄，旅客必须通知前台，并且提供护照作为证明年纪的证据，以使前台的工作人员更新他们的信息并允许他们在船



上购买酒精饮料。

For purposes of complying with the minimum drinking age requirements, a passenger's age is established upon embarkation (beginning of the cruise). If a passenger celebrates their birthday during the cruise vacation, and thereby becomes of age to consume alcohol, the passenger may thereafter ask the Guest Services to modify ship's records to permit their consumption of alcohol during the remainder of the cruise. The passenger will be required to appear at Guest Services to present a government issued form of identification to permit verification of their age.

若旅客违反本节规定，包括且不限于：未到年龄饮酒；向未成年人或年轻成年人提供酒精饮料；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，则该旅客将按照本守则的规定受到相应的惩处。

Passengers 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 onboard; engaging in alcohol drinking games; or failing to consume alcohol responsibly, will be considered for discipline under the provisions of this policy.

### **违禁物品 Prohibited Items**

#### **发热或产生明火的物品 Items with Heating Elements or Open Flames**

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。旅客可以携带卷发棒与电吹风上船。

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.

#### **毒品或其他非法物质 Drugs or Other Illegal Substances**

禁止携带违禁药品或其它非法物质上船。禁止在参加天海邮轮度假期间，包括在上下船时、码头内、登船后、停靠港内、岸上观光或在邮轮私有目的地时吸食毒品或使用其他非法物质。对于非法的药品或者物质邮轮工作人员将予以没收并采取相关措施，包括自带离船上或移交至有关当局。此外，天海邮轮停靠港所属国家的相关法律严格禁止任何人携带毒品。若发现旅客触犯相关法律，则有该管辖权的地区（香港或其他有管辖权地）有权将其逮捕并对该旅客提起公诉。邮轮有权拒绝该旅客重新登船。

No illegal drugs or other illegal substances are allowed onboard or may be utilized during a Skysea cruise vacation, including during transfers to and from ships, inside terminals, while onboard, at our ports of call, during shore excursions or at our private destinations. 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 Skysea ports of call have strict laws that address drug possession. Passengers found in violation of such laws are subject to arrest and prosecution by the foreign jurisdiction (and perhaps Hong Kong or other authorities as well) and may be prevented from re-boarding the ship.

### **武器、爆炸物或其他危险物品 Weapons, Explosives or Other Dangerous Items**

禁止携带武器、爆炸物或其他对他人或财产具有潜在危险的物品上船。一经发现，船上的保安人员将立即予以没收并采取相关措施。登船时，旅客应向邮轮工作人员汇报随身携带的如潜水刀等物品。旅客可以将此类物品带上船，但是在上岸使用前后应交由邮轮保安人员保管。

No weapon, explosive, or other item that presents a risk of harm to persons or property, is permitted onboard. They will be taken by ship's Security and appropriate action taken. Items such as dive knives must be reported to ship's personnel at embarkation. They may be permitted onboard, but held in safe custody by the ship's Security staff when not in use ashore.

### **健康与环境 Health And Environment**

#### **洗手 Hand Washing**

在如厕后或在进食或接触食物前，强烈建议旅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原体传播的最佳方法之一。

Passengers 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.

#### **疾病和隔离 Illnesses and Isolation of Passengers**

天海邮轮公司遵循避免旅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。若旅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邮轮医疗人员。由此工作人员将采取相关措施来降低其他船上旅客被感染的几率。未及时通知邮轮医疗人员，或无法准确描述其发病症状，将致使疾病的传播几率提高，并且是违反本守则规定的行为。在出现旅客患上传染疾病时，邮轮工作人员将采取具体措施防止传染他人，必要时采取包括“后果”章节中规定的步骤。

Skysea follows practices and maintains policies that seek to prevent illnesses from affecting our passengers. 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 vacation, 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 Passenger Conduct Policy. In the event of a contagious illness, the ship's crew will take steps to curtail its spread to other passengers, including if necessary, steps set forth in the Consequences Section below.

### 天海邮轮公司“拯救海洋项目”与垃圾/废物处治

#### Skysea “Save the Waves® Program” and Trash/Waste Disposal

天海邮轮公司实施“拯救海洋项目”，聚焦三项基本原则：减少垃圾产生数量；尽可能回收利用；合理处置垃圾。旅客应将垃圾放入指定的垃圾箱内或客房的废物篓中。旅客不得将垃圾与异物倒入马桶内，也不得将任何物品丢至船外。旅客不得将任何物品不加看护的放置在阳台内，以免被风吹至船外。

Skysea maintains a Save the Waves® Program that focuses on three key principles: Reducing the creation or generation of waste materials; recycling as much as possible; and ensuring proper disposal of remaining waste. Trash should be properly disposed of in containers provided throughout the ship or in wastebaskets provided in each stateroom. Trash or other foreign objects should never be flushed down a toilet and passengers are not permitted to discard any item overboard. Passengers may not leave items unattended on balconies, as the wind may cause items to fall overboard.

### 就餐区域的着装要求 Dress Requirements In Dining Area

食堂与餐厅：禁止光脚或穿戴帽子、背心或泳衣进入该区域；就餐期间不得穿着短裤、背心或帽子。咖啡馆：禁止光脚或穿着泳衣入内。

The cafeteria and restaurant prohibits passengers who are barefoot or wear hat, vest or swimming suit entering; Dressing in shorts, vest or hat are not allowed while dining. The Café prohibits passengers who are barefoot or wear swimming suit entering.

### 年龄要求 Age Policies

设施/场所	年龄要求
奥拉星儿童天地和少年宫	3 至 17 周岁，根据具体娱乐项目要求而定
魔都剧场	16 周岁以下的旅客须由其父母或监护人陪同前往
游泳池*	进入游泳池或漩涡池的旅客应了解如何如厕（因此，即使其父母或监护人陪同，穿着尿布、尿片或尿不湿的旅客不得使用游泳池*）
停靠港	18 周岁以下旅客必须由父母或监护人陪同
健身中心**	16 周岁或以上（见如下对 13 至 15 周岁旅客的特例规定）

日间水疗	18 周岁或以上 (13 至 17 周岁的旅客只能参加预约疗程)
成人夜总会/舞厅	18 周岁或以上 (见“酒精饮料”相关内容)
幸运之星俱乐部	18 周岁或以上

Facility	Age Requirement
AolaLand & Teenfinity	Ages 3 through 17, with age-specific sections.
Grand Theater	Under age 16 must be accompanied by a parent or adult guardian.
Pools*	Passengers must be fully toilet trained to enter the pools or whirlpools. (Therefore, passengers in diapers, pull-ups or swimmers may not use the pools or whirlpools, even if accompanied by a parent or adult guardian.*)
Ports of Call	Under age 18 must be accompanied by a parent or adult guardian.
Fitness Center**	Age 16 and over. (See below for exceptions for ages 13 to 15.)
Day Spa	Age 18 and over. (Ages 13 through 17 may only be present while participating in scheduled treatments.)
Adult Night Club / Disco	Age 18 and over. (See alcohol policy.)
Golden Star Casino	Age 18 and over

\*禁止无法自行如厕或穿着尿布、尿片或尿不湿的旅客使用游泳池。

\* Prohibits persons who are not toilet trained and those who use diapers, pull-ups or swimmers from using pools or whirlpools.

\*\* 当父母或监护人在健身中心现场监护陪同下且由该父母或监护人签署免责声明后，13 至 15 周岁的年轻旅客在一天的某个时间段可能被允许使用健身中心。请参见您参加的邮轮上的邮轮指南或联系前台了解关于健身中心的具体的年龄限制要求。

\*\* Passengers ages 13 to 15 may be permitted to utilize the Fitness Center during certain times of the day; provided the young passenger is accompanied and supervised at all times by their parent or guardian and provided a waiver of liability has been signed by the parent or guardian who is present in the fitness center. See the Cruise Compass or contact Guest Services for the specific Fitness Center age restrictions on your cruise vacation.

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## **后果 Consequences**

任何旅客若不遵守本守则，则可能造成他或她被：

Failure to act in accordance with this policy, he or she may result in:

- 安全人员、管理人员或执法人员进行干预
- Interference from Security, management, or law enforcement officials
- 剥夺某些权利，包括在客房或拘留室内关押、隔离或者拘留
- Deprivation of certain rights, including confinement, separation or detention in the guest room or detention room
- 没收非法/走私/违禁物品（可能交至有关执法部门）
- Confiscation of illegal/smuggled/prohibited objects (may be handed over to related law enforcement authorities)
- 禁止参加当时或日后的天海邮轮度假旅程
- Prohibition from participation in the current or future cruise itineraries of Skysea
- 将事故汇报至政府和有关部门，并由它们采取后续的法律措施
- The incident may be reported to the government and related authorities, who shall determine and take the subsequent legal actions.
- 在邻近停靠港口将该旅客遣返回岸。下船后，回程旅途与住宿的费用由旅客自理。旅客重新回国入境所需文件亦由旅客自理，费用由旅客自行承担。
- Send the passenger back at the port of call. After disembarking the ship, the passenger shall undertake the cost of returning journey and accommodations. The documents required for returning to his/her home country, as well as related costs, shall also be the responsibility of the passenger.

制定并阐明旅客行为守则有助于确保所有旅客均能够享受一次神奇、惬意与安全的邮轮旅游体验。天海邮轮公司感谢各位对本守则的支持，并衷心祝愿大家旅途愉快。

The purpose for us to formulate and explain this Passenger Conduct Policy is to ensure that all passengers are able to enjoy a wonderful, comfortable and safe cruise vacation experience. Skysea appreciates your support of this policy and hopes this will be the best vacation you have ever had.

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**拒绝承运政策**  
**REFUSAL TO TRANSPORT**

若为下述之理由，承运人有权在登船前任何时候拒绝接受任何个人的订舱申请和拒载任何旅客，或在任何时候从船只中将任何旅客驱逐出去：

The Carrier may refuse to accept a booking request from an individual, may refuse to transport any passenger at any time prior to boarding the Vessel and may remove any passenger from its Vessel at any time, for any of the following reasons:

**A. 政府要求或规定 Government Request or Regulations**

该等拒载或驱逐是为了符合任何政府规定、指令或指示，或与国防相关的应急运输要求之所需。

Whenever such action is necessary to comply with any government regulations, directives, or instructions, or to comply with any governmental request for emergency transportation in connection with the national defense.

**B. 不可抗力 Force Majeure**

由于天气或其他任何超出承运人控制之事件（包括但不限于：天灾、不可抗力、罢工、民间骚动、封港令、战争、敌视行为或滋扰事件），不论该事件为实际已经发生、即将发生或被报道的事件，详情载于旅客票据合同，该等拒载或驱逐为必需或适宜的行为。

Whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened, or reported all as more specifically detailed in the Passenger Ticket Contract.

**C. 旅客或财物检查 Search of Passenger or Property**

当旅客拒绝承运人就搜索任何爆炸物、武器、危险物品或其它违禁品而对其人身或财产进行搜查时，承运人有权拒载或驱逐该旅客。

When a passenger refuses to permit search of his or her person or property for explosives, weapons, dangerous materials, or other prohibited items, the Carrier may refuse to transport any passenger at any time prior to boarding the Vessel and may remove any passenger from its Vessel at any time.

**D. 身份证明 Proof of Identity**

在承运人已提出请求的情况下，旅客拒绝向承运人提供真实的身份证明，承运人有权拒载或驱逐该旅客；但是，承运人并无要求购票及/或为了登船而出示船票的人士提供身份证明的义务。

When a passenger refuses on request to produce positive identification; provided, however, that the Carrier shall have no obligation to require positive identification of persons purchasing tickets and/or presenting tickets for the purpose of boarding the Vessel.

### **E. 跨国界旅行 Travel Across International Boundaries**

当旅客进行任何跨国界旅行时，承运人有权就下列原因拒载或驱逐该旅客：1) 该旅客的旅游证件不符合要求；或 2) 此类运输可能为非法行为。

When a passenger is traveling across any international boundary if: 1) the travel documents of such passenger are not in order; or 2) such transportation would be unlawful.

### **F. 未能遵守承运人规章或旅客票据合同 Failure to Comply with Cruise Line's Rules or Cruise Ticket Contract**

当旅客未能或拒绝遵守任何承运人的规定或规章或任何适用的旅客行为守则、旅客票据合同或本政策时，承运人有权拒载或驱逐该旅客。

When a passenger fails or refuses to comply with any of the Carrier's rules or regulations or any term of the applicable Passenger Conduct policy, Passenger Ticket Contract or this Refusal to Transport Policy.

### **G. 旅客行为或状况 Passenger's Conduct or Condition**

承运人不得因种族、肤色、原国籍、宗教、性别、血统或性取向等原因拒载旅客。在遵守上述要求的条件下，承运人可根据其独立判断，在合理必要的情况下，为确保该旅客的舒适或安全、其他旅客或其员工的舒适或安全、或避免对承运人或其旅客或员工的财产造成损害，拒绝接受旅客的订舱申请、拒载任何旅客，或有权将任何旅客从船只中驱逐出去。

The Carrier will not refuse to provide transportation based upon race, color, national origin, religion, sex, ancestry or sexual orientation. Subject to those qualifications, the Carrier may refuse to accept a booking request from a passenger, may refuse to allow a passenger to board a vessel or may remove any passenger from its vessel, when such refusal or removal of the passenger is reasonably necessary in the Carrier's sole discretion for the passenger's comfort or safety, for the comfort or safety of other passenger or the Carrier employees, or for the prevention of damage to the property of the Carrier or its passenger or employees.

举例而言，若为下述之理由（但不限于此），承运人有权拒绝接受旅客的订舱申请/拒载旅客或有权将旅客从船只中驱逐出去：

1. 旅客行为不得体、口出污言秽语或带有暴力倾向；
2. 旅客在船员履行其职责期间试图干扰船员，或未能服从船员指令；
3. 旅客患有接触性传染病，且有可能在航行期间传染给其他旅客；
4. 旅客的行为将会对其自身、船员或其他旅客造成危害；
5. 旅客罹患重病；
6. 旅客的行为对其他旅客造成了冒犯或骚扰等不合理风险；
7. 旅客的行为对承运人的邮轮和/或财产、或其他旅客的财产造成危害或损害之风险；
8. 旅客试图在船上出售或推销其产品或服务，或试图参与或确已参与船上的示威游行、抗议或其它承运人视为将会对船上气氛、其他旅客的旅游快乐造成危害的行为或与船上的受让人、供应商或承运人的权利或期望相悖的行为；

9. 前次搭乘邮轮时违反了旅客行为守则导致承运人对其提前驱逐、拒载或采取其他惩戒措施的任何旅客、或其监护人、下属或关联人。

By way of example, and without limitation, the Carrier may refuse to book/transport or may remove passenger from its vessel in any of the following situations:

1. When the passenger's conduct is disorderly, abusive or violent.
2. When the passenger attempts to interfere with any member of the crew of the Vessel in the pursuit of his or her duties, or fails to obey the instruction of any member of the crew.
3. When the passenger has a contagious disease that may be transmissible to other passenger during the cruise;
4. When the passenger's behavior may be hazardous to himself/herself, the crew, or other passengers;
5. When the passenger is seriously ill.
6. When the passenger's conduct creates an unreasonable risk of offense or annoyance to other passenger.
7. When the passenger's conduct creates a risk of harm or damage to the Carrier's vessel and/or property, or the property of other passenger.
8. When the passenger attempts to sell or advertise products or services onboard or attempts to or engages in demonstrations, protests or other behavior onboard which, in the Carrier's opinion, is detrimental to the onboard atmosphere, the enjoyment of the cruise by other passenger or is contrary to the rights or expectations of concessionaires or vendors onboard or the Carrier.
9. Any passenger who on a previous cruise with the Carrier, or its parent, subsidiaries or affiliates, committed a violation of a Passenger Behavior policy that resulted in the early removal of the passenger, the denial of boarding for the passenger, or other disciplinary measures.

#### **H. 旅客的追索权 Recourse of Passenger**

任何根据本政策被拒载的旅客的唯一追索权为：该旅客将会收到承运人根据其适用的取消政策对其已支付船票的退款；任何在途中因本政策规定的任何原因而被驱逐的旅客的唯一追索权为：该旅客将获得适用旅客票据合同所规定的补偿。承运人无需对上述旅客因此而产生的任何住宿费、餐饮费、交通费或其它任何费用负责。

The sole recourse of any passenger refused carriage pursuant to this Policy shall be to receive a refund of any payments actually received by the Carrier subject to any applicable cancellation policies of the Carrier and the sole recourse of any passenger removed en route for any reason specified in this Rule shall be as specified in the applicable Cruise Ticket Contract. The Carrier shall not be responsible for any lodging, meals, return transportation or other expenses incurred by the passenger.

#### **I. 修订 Modifications**

本政策如有更改，恕不另行通知。本政策不能取代承运人所采纳的任何旅客行为守则。This policy is subject to change without notice. This Policy does not supersede any Passenger Conduct policy adopted by the Carrier.