

Important Notice :

1. This contract of carriage is subject to the terms and conditions of carriage of the Carrier and the attention of Guest traveling on Star Cruises vessels is drawn to the Terms and Conditions of the Guest Ticket Contract (“the Passage Contract”) which constitutes the terms of the contract for carriage and is a legally binding contract between Star Cruises and the Guest. Copies of the Passage Contract can be obtained from appointed travel agents, Star Cruises’ offices or on Star Cruises’ website at www.starcruiises.com. The attention of Guest is especially directed to the Athens Convention (Convention Relating to the Carriage of Passengers and their Luggage by Sea (1974)) as amended by the Protocol on 19 November 1976 (“the Athens Convention”) which has been incorporated in the Passage Contract and Clauses 2 and 5e of the Passage Contract which contains important limitations on the rights of Guest to assert claims against the Carrier, Owner, Operator, the Vessel, their agents and employees and others. The following is a summary of certain important clauses in the Passage Contract and is not exhaustive

2. FOR THE SAFETY AND COMFORT OF OUR PASSENGERS AND CREW, STAR CRUISES RESERVES ITS ABSOLUTE RIGHT TO ALTER, SHORTEN, LENGTHEN OR CANCEL THE CRUISE AND/OR ANY PART OF THE ADVERTISED SCHEDULE AT ANY TIME, WHETHER PRIOR TO OR AFTER THE DEPARTURE OF THE CRUISE AND BY REASON OF AN EVENT OF FORCE MAJEURE (INCLUDING, WITHOUT LIMITATION, ADVERSE WEATHER CONDITION, ACCIDENT AND OTHER ACTS OF GOD) OR OTHERWISE. STAR CRUISES SHALL HAVE NO LIABILITY WHATSOEVER TO THE PASSENGERS FOR ANY LOSS OR DAMAGE ARISING FROM OR CAUSED BY SUCH CHANGE SAVE AND EXCEPT THAT THE SAID LOSS OR DAMAGE IS CAUSED SOLELY AND DIRECTLY BY GROSS NEGLIGENCE OR FAULT OF STAR CRUISES WHICH SHALL BE SUBJECT TO LIMITATION OF LIABILITY PROVISIONS SET OUT IN THE PASSAGE CONTRACT.

3. Star Cruises reserves the right to alter the Fare specified at the time of reservation and impose a surcharge upon the Fare in order to take into account any increase in the cost of transportation, taxes, fuel charges, or accommodation or extra cost due to the exchange rate changes, subject to the Passage Contract.

4. Money paid to the appointed agency or other third party is held on the Guest’s behalf until such time as it is paid to Star Cruises.

5. Where the Athens Convention applies, Star Cruises’ liability for the death of or personal injury to a Guest shall not exceed 46,666 Special Drawing Rights (“SDR”) and Star Cruises’ liability for cabin luggage shall not exceed 833 SDR. In case if the Athens Convention does not apply, Star Cruises’ liability in the case of death of or personal injury to a Guest shall not exceed the sum of US\$70,000 per Guest including (without limitation) medical costs, disability compensation whatsoever, and in the case of loss of or damage to property, the sum of US\$300/- per Guest, or US\$5/- per kilogram of the item lost or damaged or US\$75/- per bag or piece of luggage, whichever is lowest.

6. Star Cruises recommends that the Guest obtains the Guest’s own insurance protection against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accident death or injury, illness and medical expenses sustained or incurred in connection with the Cruise.

7. The Guest and Star Cruises do hereby irrevocably agree that any dispute arising out of or in connection with the Passage Contract or the transportation and services provided or to be provided by Star Cruises in respect of the Passage Contract shall be determined by the Courts in the Hong Kong Special Administrative Region and shall be governed by the Laws of the Hong Kong Special Administrative Region. For the avoidance of doubt, “Star Cruises” here shall mean Star Cruises Asia Holding Limited., its subsidiaries and affiliates.

8. GUEST SHALL HAVE AVAILABLE FOR PRODUCTION ALL PROPER AND NECESSARY TRAVEL DOCUMENTS SUCH AS VISAS AND OTHER IMMIGRATION DOCUMENTS (INCLUDING BUT NOT LIMITED TO THE FOLLOWING APPLICABLE EXAMPLES: PASSPORT, ORIGINAL PHOTO ID/DRIVER'S LICENSE, BIRTH CERTIFICATES FOR CHILD BELOW 12 YEARS OLD). NO REFUND OF FARE OR COMPENSATION WILL BE MADE TO GUESTS WHO ARE DENIED EMBARKATION RESULTING FROM NON-COMPLIANCE WITH IMMIGRATION REQUIREMENTS.

9. The Immigration Authorities from all Ports of Call require Star Cruises to submit full passport/identity card details of the Guests (i.e. full name, gender, date of birth, nationality, passport/identity card number and expiry date) 5 days prior to the cruise's departure date. Failure to provide this information will result in inconveniences such as delayed departures and embarkation.

10. Guests are advised to login to www.starcrises.com to submit their details and emergency contact at least 7 days prior to the cruise's departure date.

11. Guest who is in or over twenty-four (24) weeks of her pregnancy shall be prohibited from traveling onboard.

12. GUEST ACKNOWLEDGES THAT MEDICAL CARE ON A CRUISE SHIP MAY BE LIMITED OR DELAYED AND THE SHIP MAY TRAVEL TO DESTINATIONS WHERE MEDICAL CARE IS LIMITED OR UNAVAILABLE, AND THAT THE SHIP MAY OR MAY NOT CARRY A SHIP'S PHYSICIAN OR OTHER MEDICAL PERSONNEL AT THE ELECTION OF STAR CRUISES. THEREFORE, EVERY GUEST WARRANTS THAT THE GUEST AND ANY PERSON IN GUEST'S CARE/RESPONSIBILITY SHALL BE PHYSICALLY FIT TO TAKE THE CRUISE AT THE TIME OF EMBARKATION. WHILE EVERY REASONABLE CARE IS TAKEN TO PROVIDE ATTENTION TO THE GUESTS ONBOARD, SUCH MEDICAL ATTENTION AND/OR FACILITY FOUND ONBOARD CANNOT BE CONSIDERED AS FULL MEDICAL FACILITIES AS FOUND IN A GENERAL HOSPITAL. THE MEDICAL FACILITIES ARE PROVIDED AS AN EMERGENCY AND FIRST AID FUNCTION ONLY.

13. GUEST WITH ANY PHYSICAL OR MENTAL DISABILITY, MOBILITY PROBLEM, OTHER MEDICAL CONDITION OR HANDICAP WHICH MAY REQUIRE SPECIAL CARE, TREATMENT OR ASSISTANCE DURING THE VOYAGE MUST REPORT TO STAR CRUISES IN WRITING WHEN THE RESERVATION IS MADE OR AS SOON AS POSSIBLE AFTER THE GUEST BECOMES AWARE OF SUCH CONDITION. STAR CRUISES RESERVES THE RIGHT TO REFUSE OR REVOKE PASSAGE TO, OR CANCEL THE RESERVATION OF, ANY GUEST WHO FAILS TO NOTIFY THE SAME. STAR CRUISES SHALL HAVE NO LIABILITY IN RESPECT OF ANY REFUSAL TO ALLOW BOARDING IN ACCORDANCE WITH THIS PROVISION.