

Discover Travel Shop & Carnival Cruises Australia

Terms and Conditions

1. Discover the World Marketing Travel Pty Ltd (DWM) trading as Discover Travel Shop (DTS) is not itself a carrier or hotelier nor do we carry on business as an airline, a shipping company, a coach or bus company, a railway, a hotelier or provider of any kind of transport or accommodation. DTS is an agent only and exercises every care in the selection of reputable airlines, shipping companies, coach and bus operators, railways, hoteliers, and other suppliers of the various travel and associated services which are used on these tours. It is important to note therefore that all bookings made by DTS on behalf of passengers are subject to the terms and conditions and limitations of liability imposed by such airlines, shipping companies, coach and bus companies, railway, hoteliers and other service providers whose services are utilised, most of which limit or exclude liability in respect of death, personal injury and delay and loss of or damage to property including baggage.

DTS strongly recommends that you check the terms and conditions in your contract with the airline, shipping, coach and/or bus companies concerned before making the booking, as you will be bound by them once you have paid the earlier of your booking deposit or the tour price.

DTS also strongly recommends that you take our comprehensive travel insurance against those and other risks (see point 12 below). DTS always does its best to make sure that your holiday arrangements are satisfactory and DTS accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence or that of our employees. However, DTS does not accept any liability whatsoever of nature for the acts, omissions or defaults whether negligent or otherwise of any such airline, shipping company, coach or bus company, railway, hotelier, or other person providing services in connection with your holiday pursuant to a contract between any one of them and yourself (which may or may not be evidenced in writing by the issue of a ticket, voucher, coupon or the like). NOTE: Nothing in the provisions of this clause shall diminish, vary or reduce any right or remedy which you may have by virtue of the provisions of the Australian Trade Practices Act or any other applicable consumer protection legislation.

CRUISE TICKET CONTRACT

1. INTRODUCTION

These are the terms and conditions ("Terms and Conditions") under which you book your cruise holiday and travel on any Carnival Cruise Lines' product we sell you. You are bound by these terms and conditions, so it is important you read them carefully. Carnival/Carnival Cruise Lines/We/Our/Us means Carnival plc. You are entering into this contract with Carnival plc trading as Carnival Australia, ARBN 107 998 443.

In these Terms and Conditions, words which appear in italics have the meaning set out in the Dictionary in clause 32.

Certain laws such as the Competition and Consumer Act 2010 (Cth) and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for your protection. They are designed to ensure our services are provided with due care and skill and are reasonably fit for a cruise holiday. Many consumer laws cannot legally be excluded or limited. These 'Terms & Conditions' do not alter any protection given by such consumer laws.

All prices are correct at the time of publication and are quoted in Australian dollars, unless otherwise noted.

2. CRUISE ITINERARIES ARE NOT GUARANTEED

Many factors may affect our ability to provide any particular itinerary. These include weather, mechanical difficulties, civil unrest or other unforeseen circumstances. We agree to use reasonable endeavours to provide a cruise in accordance with our published schedules and itineraries. However, we do not guarantee itineraries and they do not form part of your contract with us. If we are unable to operate in accordance with our published itinerary, we may in some circumstances offer you assistance or compensation in accordance with clause 26.

3. BOOKINGS

Each cabin booked represents an individual booking. At time of booking, names as per passport, dates of birth, postal address and telephone numbers of all passengers on the booking are required.

4. YOUR AGREEMENT WITH US

When you first make a payment towards your cruise holiday, you represent that you have the authority from all passengers on your booking(s), to accept our 'Terms & Conditions' on their behalf. Parents/Legal guardians accept the 'Terms & Conditions' on behalf of their children, including those who travel in a separate cabin. Once we have received a payment on a booking, an agreement on these 'Terms & Conditions' becomes effective between all passengers on the booking(s) and Carnival plc.

5. PAYMENTS

Once you have decided on your holiday, we will need a deposit to secure your booking. If full deposit is not received within the designated period of time, your booking will be automatically cancelled. Depending on the proximity of the sailings or availability of inventory, full deposit or final payment may be required sooner.

All guests within a booking must travel on the same fare type. From time to time, we may release promotional fares that have different payment conditions. Please ensure you check the payment conditions at time of booking.

Deposit Required*:

Cruise Duration	Deposit Amount	Final Balance Due
1-6 Days	\$200	85 Days
7-16 Days	\$400	85 Days
17+ Days	\$750	85 days

*Children under 12 years pay 50% of the required deposit. Final payment is due 85 days prior to departure

Please note: When booking and paying with a credit card, a non-refundable, convenience fee will be charged for each processed payment.

6. TRAVEL INSURANCE

We strongly recommend you purchase appropriate international travel insurance as soon as you pay your deposit. If you do not purchase travel insurance, you will not be able to recover cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

7. CANCELLATION & REFUNDS

Reservations will be held until 30 minutes prior to departure. No refunds will be made in the event of "no shows", unused tickets, lost tickets, interruptions, partially used tickets, or cancellations received less than 14 days prior to departure or after the start of the cruise. For cancellation charges related to group bookings, partial ship charters or full ship charters refer to your charter contract or group booking agreement for terms and conditions.

Refund Terms & Discounted Fares

The refunds or cancellation charges that will be payable depend on the amount of notice you give us, as follows:

Days Prior	Cancellation Charges
181 days or more	0
180-76 days	deposit amount
75-43 days	25% of total fare
42-15 days	50% of total fare
14 days or less	100% of total fare

'Total fare' is the total amount payable to us for your booking. Any additional fees charged by airlines due to cancellation, will also be passed onto guests.

Please note, promotional fares may have different cancellation and refund conditions. Please ensure you check these at time of booking.

8. CHANGING YOUR CRUISE HOLIDAY

We understand that on occasion you may need to change your travel plans. When that happens, the following applies. You are entitled to "one free change" to a different cruise under the following terms:

Days Prior	Option
121 days or more prior to departure	One free change to a different Carnival cruise departing from Australia.
120 days or less prior to departure	Cancellation charges apply

9. FARE

Your fare is determined by the fare type, the number of guests in your stateroom, its location on the ship, the amenities offered, port charges, government taxes and any applicable airfares including taxes and fees. Child fares, where available, only apply when children are the third (3rd) or fourth (4th) guest in a stateroom and are aged under 13 years. Once booked, your fare is only subject to any increased taxes. You will be notified of this before it is added to your fare or to your on board account.

10. FARE CHANGES

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

11. STATEROOM CHANGES

When making a booking with a specific stateroom number, please advise us or your Travel Agent if you do not want your stateroom changed. This means that you would not be offered a complimentary upgrade to a higher priced category, if one was to become available. Please note that Carnival reserves the right to move you from a previously assigned stateroom for operational reasons, which include and are not limited to the following: when the number of people booked in the stateroom is less than the number of beds in the stateroom, or to accommodate a guest with a special medical condition; disabled guests have priority over staterooms designed for the physically disabled.

In addition, when a booking is made and a specific stateroom number is not selected (known as a 'Guarantee'), the stateroom will be allocated at our discretion in the category booked, or a higher priced category, at a later date, up to departure.

12. FUEL SUPPLEMENT

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

13. BOOKING CHANGES

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

One original guest from the booking must always remain in the stateroom. If all original guests cancel / are replaced, the booking will be subject to applicable cancellation charges. If a cancelling guest was the only person that qualified the booking for a promotional fare (eg. past guest fare), additional and remaining guests will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining guests will need to pay the difference in cost, if any. Changes can only be made up to 72 hours before departure.

14. MINIMUM AGE TO TRAVEL

Stateroom Age Requirements:

To ensure there is suitable supervision, there needs to be at least one guest 18 years or older in each stateroom. However, to accommodate families cruising together, children may occupy a separate stateroom to their parent/legal guardian, providing one child is 16 years or over.

Minimum Age to Book:

For cruises departing from an Australian port between 1 November and 7 January, any passenger under 19 years of age on the day they board the cruise, must travel in the same stateroom as a responsible adult 19 years or older. In addition, from 8 January to 31 January, there is a limit on the number of passengers under 19 years of age who can travel unaccompanied. Once the limit is reached, a responsible adult 19 years or older must travel in the same stateroom. We can advise you at the time of booking whether the limit applies to your booking. Carnival Cruise Lines can waive the responsible adult requirement at its discretion. The responsible adult is accountable for passengers under 19 years of age in their stateroom for the duration of the cruise, and the 'Rights of the Captain' will be applied to anyone who displays disruptive behaviour.

We welcome children 12 months and over to cruise with us. We are unable to accommodate infants under 12 months due to limited neo-natal facilities on board and at ports of call.

15. CHILDREN & TEENAGERS

Adult Supervision:

Parents/Legal guardians are responsible for children and teenagers at all times. If a child or teenager displays dangerous or disruptive behaviour, the 'Rights of the Captain' will be applied to both parent/legal guardian and child/teenager. Children's access to pools and spas may be restricted and adult supervision is required at all times. Guests under the age of 18 are not permitted in child free areas such as Serenity.

16. CHILDREN CENTRES

Centre Attendance Requirements:

Carnival Cruise Lines Youth programs provide highly engaging age-appropriate activities for children and teenagers between the ages of 2 and 17 years old. Carnival's policy is to group children together according to their age. Youth Program age policies are in place so that we can provide participants with age appropriate activities and so they can mingle with children their own age. The age of the child on the day they board the cruise is the age we use for the entire holiday.

Baby Sitting:

For the convenience of our guests, Camp Carnival offers babysitting services for children aged between 12 months to 11 years each evening, from 10:00pm to 3:00am at an additional fee.

17. REQUIREMENTS TO TRAVEL

Responsible Party:

To ensure that your holiday goes smoothly, prior to your cruise, you must obtain the appropriate documentation to visit each of the destinations on your selected itinerary. Passports, visas, vaccinations and other travel documentation are your responsibility. Without the necessary passport, visas and/or vaccinations, local authorities may deny you boarding, prevent you from going ashore, issue a fine or deny the ship entry into the port. It is also your responsibility to ensure you have all the necessary documentation which permits you to travel. If you do not have all the necessary documentation, you may be denied boarding and no refunds will be given. International Cruises:

For international cruises (cruises that visit a foreign port), passports are required for all guests and must be valid for a minimum of six (6) months beyond the date of the cruise return. In addition, travel on our cruises will not revalidate an Australian or New Zealand re-entry visa.

Domestic Cruises:

For domestic cruises (cruises that do not visit a foreign port), a valid passport or government issued photo identification is required (Queensland Proof of Age cards will only be accepted if issued after October 2011). For Australian domestic cruises, a current Medicare card can be used for guests under 18 years of age. For New Zealand domestic cruises, an original or certified copy of the child's birth certificate or a school pass with photo will be accepted for guests under 18 years of age.

18. PROHIBITED ITEMS

To ensure a safe and enjoyable holiday for all our guests, Carnival prohibits bringing certain items onboard and it will be necessary for our security staff and other parties, such as port and government agencies, to search you and your luggage. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons, illicit substances, explosives, incendiary devices, or other dangerous items that are strictly prohibited aboard the ship; a comprehensive list of the prohibited items can be found at www.carnival.com.au/faqs. Each Guest warrants that no such prohibited articles are contained in any receptacle or container carried or presented as baggage. The Guest will be solely responsible for any and all damage and/or loss caused by his violation of this policy, and no refund of the cruise fare will be issued.

All prohibited items will be discarded at the end of the cruise. You must contact us within three (3) days of disembarking to claim confiscated items which may be returned to you if appropriate. Shipping and handling fees will be the responsibility of the guest. If you do not contact us within this time your item will be destroyed and no compensation will be provided.

19. SMOKING

Smoking on the ship is prohibited and only allowed in the designated exterior open deck areas. Guests are not allowed to smoke in the stateroom or outside on their balcony. You agree to strictly comply with Carnival's non-smoking policy. Any violation of this policy shall, in the sole discretion of Carnival, constitute a material breach of this cruise contract. In the event of such breach, Guest forfeits all rights hereunder, including the right to remain on board. Carnival reserves the right to disembark the Guest(s), at any port, as determined by Carnival. Carnival shall not be liable for any refund or other compensation or damages whatsoever to any Guest disembarked pursuant to this provision, or who disembarks because another Guest is so disembarked. Guest and Carnival further agree that any violation of the non-smoking policy would also cause Carnival to incur damages, including but not limited to, loss of Guest goodwill, revenue, cleaning, maintenance and/or other costs. Guest and Carnival expressly acknowledge the difficulty of ascertaining the amount of such damages, and therefore agree that a reasonable estimate of the damages for any violation of the non-smoking policy is \$250. Guest authorizes a charge in this amount as liquidated damages, as well as repatriation expenses (including airfare) against Guest's on board charge account, without further notice, for any violation of the non-smoking policy.

20. ALCOHOL & GAMBLING

Guests are prohibited from bringing alcoholic beverages on board. We are committed to the responsible service of alcohol. There may be times when we consider it appropriate to refuse the service of alcohol to a guest for any reason. Guests must be 18 years or over to purchase or consume alcohol, or gamble on board. Government issued photo identification may be requested (Queensland 'Adult Proof of Age Card' will be accepted, however the older version of Queensland 'Card 18+' will not be accepted). Anyone who attempts to purchase alcohol by using false identification or the Sail & Sign card of a Guest who is eighteen or older will be deemed in violation of this policy. Any Guest eighteen or older who attempts to or purchases alcohol for any guest under eighteen will also be deemed in violation of this policy. Carnival has the right to disembark any guest who violates this policy and as well as any adults traveling with minors who violate this policy or any other shipboard regulation.

Any alcohol purchased in the vessel's gift shops or at a port of call will be collected by us for safe keeping and will be returned to you on the last day of your cruise. Any uncollected alcohol will be discarded after the cruise and no compensation will be given.

21. YOUR HEALTH

Health Notification:

We care about the health and safety of our guests. If you or anyone from your travelling party has a physical disability or medical condition which may require special assistance during the voyage, please advise us at the time of booking; failure to do so may release Carnival from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. To better assist you, if you have a medical condition that requires medical attention, medication, or special treatment, we may ask you to complete a health questionnaire.

Fitness to Travel & Health Restrictions

When booking a holiday, you warrant that you and those traveling with you are physically fit to travel at the time of embarkation. If a guest has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person on board, we can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise you as soon as possible. As long as you have provided us with a completed health questionnaire with all relevant information about the condition, you will be entitled to a full refund if we cancel your booking on the basis of this condition.

Health Assistance:

Guests that need assistance should always be accompanied by a carer to help with day to day activities as our crew and medical staff are unable to act as personal carers. Carnival reserves the right to require that any Guest, who is not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency.

Pregnancy

In addition to the limitations on medical care described above, prenatal and early infant care, in particular, may require specialised diagnostic facilities and/or treatment that are not obtainable during the cruise on board the ship and/or ashore in ports of call. We are unable to accept any guests who will enter the 24th week of estimated fetal gestational age at any time during the cruise. All other guests who are pregnant during their cruise are required to supply a letter from their doctor verifying that they will not enter the 24th week of estimated fetal gestational age at any time during the cruise and certifying that the mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery.

22. ONBOARD MEDICAL CENTRE

Treatment:

Each ship has a Medical Centre that is staffed by registered doctors and nurses, who are available during scheduled clinic times to provide medical care for everyone on board. They are also available 24 hours a day, 7 days a week for medical emergencies. Our Medical Centre is only for medical needs arising on board and cannot cater for treatments that you know you will require while on holiday. While at sea or in port the availability of medical care may be limited or delayed; all or part of the cruise may be in areas where medical care and evacuation may not be available.

Medical Liability Limitation:

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

23. ONBOARD MEDICAL CHARGES

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

24. ONBOARD ACCOUNT

If credit/debit card method of payment is selected, a card processing fee and the total amount of charges incurred by those authorized will be billed to the credit/debit card provided; the card processing fee is non-refundable, due at account opening, and the equivalent of 1.5% of the total amount of charges incurred on board. Once onboard, credit/debit card spending will be authorized with your issuing bank and balance holds may be taken up to the amount of purchases plus the corresponding 1.5% card processing fee; some banks may hold these for up to 30 days and this will reduce the amount of funds available on your credit/debit card account. The cardholder is responsible for amended charges discovered after the authorized guest(s) disembarks the vessel. Account owners have access to view a current statement of charges via the Sail & Sign Kiosk, Interactive TV System (IATV), or by requesting a printed copy at the Guest Services Desk.

By agreeing to the set-up requirements of your cash-based Sail and Sign account, you acknowledge that, unless specifically requested, you will not receive on the last day of the cruise a refund of any cash overage in your account that is AUD 5.00 or less. Of course, if you wish to receive a refund of the cash overage amount of AUD5.00 or less, you can retrieve it directly or submit an email to SSRefunds@carnival.com. While on board, guests may cash out at any time via our conveniently located Sail & Sign Kiosks. Cash refunds, not collected onboard, will be paid out to the account owner via check payable in Australian dollars. Mailed cash refunds are subject to a shipping and handling fee of AUD 3.00, which will be automatically deducted from the refund due; net payments will be processed no later than 30 days of settlement and mailed to the address of record provided at the time of booking.

25. OTHER SERVICE PROVIDERS

While we specialise in cruising holidays, you may choose to book other services with us such as shore tours. We can assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Although our responsibility is on board the ship, where we arrange these services for you, we will assist in addressing any concerns you may have.

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

26. SHIP ITINERARY & CHANGES

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

In addition, we may charter all or part of the ship, or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the cruise due to operational or commercial requirements. We will notify you of these changes as soon as we can. If we are forced to cancel your cruise for any reason prior to departure we will provide a full refund. Since your itinerary is not guaranteed, please do not make any important arrangements or meetings based on the proposed itinerary.

Changes within our control:

Where we make a significant change to the ports in your itinerary prior to departure and this is due to a circumstance within our control, for example for operational or commercial requirements you will have the choice of:

1. the new itinerary;
2. an alternative cruise of comparable standard, if available; or
3. cancelling the cruise for a full refund of your fare.

For the purposes of this clause, 'significant change' means a change to the city of departure or disembarkation, or to the majority (by number) of the other ports in your itinerary.

Changes outside our control:

If it is necessary to change the itinerary due to safety, maritime law, severe weather, to protect human life or health or other factors outside our control, we will attempt to offer a revised itinerary as close as possible to the original itinerary. We will not provide any compensation in connection with the revised itinerary unless consumer laws require otherwise.

27. TRAVEL RESTRICTIONS AND RIGHTS OF THE CAPTAIN

You are responsible for ensuring that no travel restrictions apply to you. If police or any other authority in any jurisdiction notify us of, or we otherwise become aware of, any matter that reasonably causes us to believe your presence onboard presents a risk to your own health or safety or the health or safety of other guests and crew, we, or the Captain, may deny you boarding. A full refund will be provided to any guest denied boarding on this basis.

Once the cruise has commenced, if a guest seriously affects the safety, well-being or enjoyment of themselves or any other person onboard, the Captain has the right to confine, sedate or disembark the guest. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone onboard, comes first.

28. LEAVING THE CRUISE EARLY

You agree to return to the ship not less than 30 minutes before the scheduled departure time. Shipboard and shore side clocks may have different times, but it is Guest's responsibility to return to the vessel so as not to miss ship's departure. If you are required, or choose, to leave the cruise for any reason (unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), we are not responsible for the cost associated with transporting you to rejoin the ship or return home; Guest is responsible for the cost of the transfer, including but not limited to, governmental fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees. This also applies if you do not return to the ship in time for sailing after a port visit. If we assist with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

29. LIMITATION OF LIABILITY

Limitation of liability for Recreational Services

Save for liability for significant personal injury caused by Reckless Conduct by us or our servants or agents, we exclude liability for all Excluded Recreational Liabilities arising out of the supply of Recreational Services.

30. TIME LIMITS FOR CLAIMS

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

Where consumer laws and other laws permit us to exclude our liability, we will not be liable for:

- loss of, or damage to, any luggage or other belongings
- sickness, injury or death, unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

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

31. CHOICE OF LAW & JURISDICTION

This contract is governed by the laws in force in New South Wales. You agree that any action you bring against us will be brought in New South Wales, Australia.

If you have a claim against us, you agree only to bring action against us and not any of our related bodies corporate as defined in the Corporations Act 2001 (Cth).

32. PRIVACY

Privacy laws safeguard your personal details.

Personal Information:

During the booking process and your cruise holiday, we ask for personal information about you. By providing this information, you authorise us to handle your personal information in the ways indicated below:

- to collect personal information within the meaning of the Privacy Act 1988 (Cth) about you:
 - from any third party making a booking on your behalf for cruise administration purposes;
 - if you are travelling as part of a group – from any person in the group for cruise administration purposes;
 - from any third party where it is necessary to provide a health service to you (including a medical disembarkation) and you are unable to provide the information directly;
 - for security purposes;
 - for accident/incident reporting, investigation and management purposes;

Where lawful and reasonably necessary to perform our functions or activities, we may be required to collect sensitive information, including information about health, race and criminal record.

- to disclose your personal information:
 - to our service providers, including mailing houses, ticketing companies, marketing agencies, emergency response providers, claims processors and lawyers for the purpose of enabling them to provide relevant services.
 - to our customer database service providers which are located in the United States and India
 - to related entities within the Carnival group of companies (headquartered in the United States and the United Kingdom with registered branch offices in Australia, New Zealand and Japan) for cruise administration and business operation purposes;
 - to your travel agent for cruise administration purposes, including any information relating to travel bans;
 - where you book as part of a group – to every guest in your group (excluding credit card details);
 - to an emergency contact person you have nominated for emergency management purposes;
 - to government departments/agencies/bodies responsible for customs, immigration, ports, quarantine and law enforcement, including police in Australia, New Zealand and each of the ports in your itinerary, for reporting purposes;

Where lawful we may also be required to disclose sensitive information about you to the entities listed above.

- to use and disclose your personal information, and, where lawful, your sensitive information:
 - for product research and development purposes, including conducting past guest surveys;
 - for sending you information about our products and services, including by email and messaging services such as SMS, and to us contacting you by telephone and fax (you may request to be removed from our contact lists at any time);
 - for reporting, assessing, investigating, processing and otherwise managing accidents/incidents, including disclosures to lawyers and insurers;
 - for public health and quarantine purposes;
 - for medical treatment (including medical disembarkation) purposes, including disclosures to health service providers, medical evacuation assistance companies, hotels, airlines, travel agents and, where you are unable to consent, next of kin.
- where your onboard expenses are charged to someone else's credit card – to deliver onboard account statements regarding those expenses to the credit card holder;
- where we need to disclose your personal information to someone who is not in Australia – to transfer your personal information outside Australia
- where we need to disclose your health information to someone who is not in New South Wales or to a Commonwealth agency – to transfer your health information outside New South Wales or to the Commonwealth agency;
- in the event that you lodge a complaint or claim about any matter with or in relation to us – to use and disclose your personal information for the purpose of reporting, assessing, investigating, processing, responding to and resolving your complaint or claim, including disclosures to relevant government departments/agencies/bodies, courts/tribunals, your travel agent, any authorised representative acting on your behalf and lawyers. You also authorise us to collect from any third party sensitive information about you within the meaning of the Privacy Act 1988 (Cth), and for any third party to disclose personal information about you to us, for the above-mentioned purpose.

Security Cameras:

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

Privacy Policy Information:

If you would like to access your personal information or obtain a copy of our Privacy Policy, please contact us on:

Email: privacy@carnivalaustralia.com

Post: PO Box 2006 North Sydney NSW 2059

Alternatively, our Privacy statement can be found online at www.carnival.com.au/privacy or www.carnival.co.nz/privacy

33. DICTIONARY

In these terms and conditions:

- "Australian Consumer Law" means schedule 2 of the CCA and any equivalent state or territory legislation;
 - "CCA" means the Competition and Consumer Act 2010 (Cth);
 - "Consumer Guarantee" means right or guarantees a passenger may have under the Australian Consumer Law or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited;
 - "Consequential Loss" means any loss or damage suffered by a passenger or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of opportunity;
 - "Excluded Recreational Liabilities" means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease;
 - "Reckless Conduct" has the meaning set out in section 139A(5) of the CCA; and
 - "Recreational Services" has the meaning set out in section 139A(2) of the CCA.
- See more at: <http://www.carnival.com.au/au-legal-notice/ticket-contract.aspx#sthash.Kf7vfiam.dpuf>