

HELLBOUND II

TERMS & CONDITIONS – HELLBOUND 2027

The following Terms and Conditions (“Terms”) for Hellbound (“Cruise”), as well as the terms and conditions described in the Carnival Cruise Lines Ticket Contract (“Ticket Contract”), contain important contractual terms, conditions, and limitations on your rights. They constitute a legally binding contract between you and Cruising Country Pty Ltd LLC (collectively referred to herein as “Hellbound” or “HB”), as well as Carnival Cruise Lines (referred to herein as “CCL”), or their respective officers, directors, employees, agents, and contractors (collectively referred to herein as the “Released Parties”), with respect to the Cruise.

All guests must read, agree to, and accept these Terms before booking their stateroom for the Cruise and retain them for future reference.

All references to “Guest” shall have the same meaning as “Passenger” for purposes of these Terms and shall include each person listed on a Cruise Ticket Contract.

Each Guest’s reservation for Hellbound, use of the Ticket Contract, embarkation on the Cruise, and attendance at any cruise event constitute acceptance of and agreement to this contract, including each and all the Terms herein and of the Ticket Contract.

ACCEPTANCE & AGREEMENT TO CARNIVAL CRUISE LINE TICKET CONTRACT

Carnival Cruise Line Ticket Contract:

<https://www.carnival.com/about-carnival/legal-notice/ticket-contract.aspx>

By making this reservation, or by acceptance and/or use of the Ticket Contract, the person named thereon as Guests, each passenger and guest on the same reservation, acknowledges he or she has read, and understands all terms, conditions, and provision of the Ticket Contract and agrees to be bound thereby.

In addition, by making this reservation or by the acceptance and/or use of the Ticket Contract by the persons named as Guests, it shall be deemed to bear acceptance and agreement by each and every person to all the additional Terms and Conditions set forth herein.

LIDO MAIN DECK STAGE

Hellbound will utilize the Lido Deck (Deck 9), transforming it into a floating open-air concert space. By booking, you acknowledge and accept the following:

- The concert space will cover the Lido Deck pool to facilitate additional seating/viewing space for guests.
- The mainstage will offer seating options for guests; however, there will also be ample standing room and floor space at the front of the stage.
- Dedicated viewing platforms on Deck 10 will be assigned for accessible travellers
- Seating is not reserved; all shows will be General Admission throughout the voyage.

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CANCELLATION POLICY

ALL RESERVATIONS, DEPOSITS, AND PAYMENTS MADE FOR HELLBOUND 2027 ARE NON-REFUNDABLE.

Due to the exceptional nature of our event, all cabin reservation cancellations and fares are non-refundable, and cancellation forfeits all payments made prior to the notice of cancellation. There are NO exceptions to our cancellation policy. We strongly recommend purchasing travel insurance at the time of booking to cover you in the unfortunate event that you need to cancel your cruise.

In the unfortunate event that you must cancel your holiday; Choose Your Cruise must be notified in writing. The day we receive this notice in writing will be considered the official date your cancellation has been made.

NO-SHOWS

No refunds will be provided for missed boarding, unused tickets, or after the cruise has occurred. If a flight delay or other issue prevents you from boarding by the departure date, you will be considered a no-show, and no refund or credit can be given. Likewise, any decision not to travel due to advisories or personal concerns will count as a cancellation, with no refund or credit for unused features or early departure.

LATE PAYMENTS

All bookings must be paid in accordance with the payment schedule outlined in the invoice. If a payment remains outstanding for more than seven (7) days past the due date, the booking may be subject to cancellation. Guests will be notified via email regarding any overdue payments and the potential risk of cancellation.

If payment is not received within thirty (30) days of the original due date, the booking will be automatically cancelled without further notice.

For bookings paid by credit card, payments will be automatically processed on the dates specified in the payment schedule. In the event of a failed transaction, guests will have three (3) business days to rectify the payment. Failure to do so may result in the booking being placed at risk of cancellation.

For bookings paid via Electronic Funds Transfer (EFT) or bank transfer, deposits must be received within three (3) days of the booking date. If no payment is received within this timeframe, the booking will be at risk of cancellation without contacting Choose Your Cruise to rectify payment.

BOOKING CHANGES

Guests may make full or partial name changes to their booking at no additional cost. There are no fees for name changes, regardless of whether one or all passengers on the booking are replaced.

In the event of a full change of all passengers on the booking, the individual assuming the booking must sign a declaration confirming acceptance of the Terms and Conditions and the Cruise Ticket Contract, provided by Choose Your Cruise. This declaration must be completed and submitted before the booking can be officially transferred.

No change fees apply for modifying passenger details, upgrading cabins, or other adjustments to the booking. However, changes are subject to availability, and any difference in fare due to upgrades or pricing changes will be the responsibility of the guest.

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FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, not limited too.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. If a Force Majeure applies, you will be bound by the suppliers' terms & conditions.

LIMITATION OF LIABILITY

Subject to Australian Law, as Choose Your Cruise is only acting as an agent, we have no liability in respect of the supply of any element of your booking, including any liability for illness, personal injury, death or loss of any kind, delay and inconvenience caused directly or indirectly by any provider of travel services or products or by other third parties unless caused by our negligence. Any claim for damages for injury, illness, loss or death must be brought against the relevant supplier of the travel services or products.

Choose Your Cruise is not liable for force majeure or any other event which is beyond our control, or which is not preventable by us.

Note: Cancellation Policies are subject to change at any time by the cruise line without prior notice.

INCLUSIONS AND GRATUITIES

WHAT'S INCLUDED IN THE HOLIDAY PRICE

- Cruise aboard the Carnival Splendor
- All meals, entertainment, and gratuities on board
- All Hellbound headline shows and performances
- Port fees and government taxes

Costs are per adult in \$AUD and are based on a twin sharing basis. Single travellers must pay 150% of the full twin share price. Costs are subject to change with or without notice.

WHAT'S NOT INCLUDED IN THE HOLIDAY PRICE

- Airfare, passport and fees, and insurances of all kinds
- Laundry, phone calls, beverages, items of a personal nature, optional excursions, etc.
- The price does not cover costs and expenses, including the return to your home, if you leave the cruise at your own volition, due to illness, or due to official action by the government.

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GOVERNING LAW

These booking conditions are governed by the law in force in South Australia, Australia.

These booking conditions apply to the person making the booking and all other persons on whose behalf the booking is made.

The person making the booking must be at least 18 years of age and must be authorized to make the booking on behalf of all the members of the traveling party.

The person making the booking must also provide a copy of these booking conditions to the other members of the party.

ARTIST LINE-UP

Hellbound has entered into an agreement with each performing artist on Hellbound to be present on board the Cruise and to perform in accordance with terms specified therein. However, neither Choose Your Cruise nor Carnival Cruise Line shall be liable or responsible for the failure of any artist/musician to appear on board or to perform under its agreement. Please be fully aware that whilst many headline artists will perform more than once, some headline artists will only perform a singular show – no refunds, credits or otherwise will be offered in lieu of any artist performing once.

In the event of any failure of contracted artists to perform during the cruise, Hellbound/Choose Your Cruise in its sole discretion, may engage a replacement artist or artists or may change, postpone or terminate any part of the Cruise or the entertainment program or change itinerary. In such case, Hellbound/Choose Your Cruise, shall have no liability to any guest for any loss, damage, cost or expense whatsoever by reason of such change.

Artist line-up is correct at the time of printing and is subject to change. In the unlikely event that any band/performer cancels or cannot fulfill their performance obligations for any reason, there will be no refunds. The ticket is for the overall cruise experience, not the individual acts.

HOST SHIP – CARNIVAL SPLENDOR

The advertised event vessel for Hellbound 2026 is Carnival Splendor, owned and operated by Carnival Cruise Lines. Host ship is correct at the time of announcement and can be subject to change. In the unlikely event that the advertised host ship is changed to an alternate vessel, all agents and booked passengers will be notified.

ITINERARY & DEPARTURE PORT (SYDNEY)

Cruise itinerary includes one port of call, Tangalooma (Moreton Island, QLD). The cruise will depart and arrive back to Sydney from the International Passenger Terminal at Circular Quay and is correct at the time of launch. Embarkation and Disembarkation port may be subject to change. In the unlikely event of an itinerary or port change, all guests and agents will be notified. No refunds/credits or reimbursements will be offered for any such potential scenario.

CONTRACT

After we have received your deposit or full payment (if applicable) and we have issued a confirmation invoice, a contract will exist between you and each of the suppliers, effective from the date printed on your invoice. The terms & conditions of each supplier you have booked with will apply to your booking. Once the contract(s) is made, the supplier is responsible for providing you with the travel arrangements that you have booked.

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DIETARY REQUIREMENTS

Any special meal requirements will be made on a request basis only. We cannot guarantee special meal requests, nor will we assume any responsibility or liability if passenger's special meal requests are not fulfilled. Requests for main dining times in the main dining room are on a request basis only. Please do so through your associated travel agent.

TRAVEL INSURANCE

It is strongly recommended that all guests take out Travel Insurance for this holiday. Please speak to your Travel Agent at the time of booking about Travel Insurance options (including comprehensive cover options for COVID-19).

Nothing in these terms and conditions shall be read as excluding, restricting, or modifying rights under the Trade Practices Act and other legislation given to consumers in relation to the supply of goods and services.

SMOKING POLICY

Carnival Cruise Line is dedicated to the safety of all guests and crew. Smoking is a fire and safety hazard on a ship. Consequently, it is strictly limited to specific exterior deck areas that can be monitored. All guests are expected to adhere to the following safety guidelines:

- **All staterooms and suite accommodations, including outside balconies, are NON-SMOKING.** This policy applies to all forms of smoking, including but not limited to cigarettes, cigars, pipes, vaporizers, electronic cigarettes and marijuana.
- Carnival recognizes that some Australian states and territories may permit the use of medicinal marijuana under certain circumstances. However, Carnival Cruise Line's policy strictly prohibits possession and use of recreational/medicinal marijuana and other illegal controlled substances.
- Any violation of this policy will result in a \$500 charge, per violation, posted on the guest's Sail & Sign® account and may also result in the disembarkation of all guests in the stateroom.
- Guests who are disembarked for violating our policy will be responsible for all financial charges and expenses to return home, and no refund of their unused cruise fare will be provided. Additionally, they may be prohibited from sailing with Carnival Cruise Line in the future.

Our smoking policy is included in Carnival's [Cruise Ticket Contract](#).

PREGNANCY POLICY

Guests understand and acknowledges that in addition to the limitations in medical care described in Clause 21 of Carnival's [Cruise Ticket Contract](#), 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. Therefore, any Guest who has entered, or who will at any time during the cruise enter, the 24th week of estimated gestational age in their pregnancy, agrees not to book a cruise or board the ship.

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Accordingly, due to the limitations in medical care, both on board and in various ports of call, guests who have entered their 24th week of pregnancy at any time during the time of the cruise will not be allowed to board or sail with the ship. Any pregnant guests who attempt to board the vessel who has entered their 24th week of pregnancy, or who will enter their 24th week of estimated foetal gestational age at any time during the cruise, risks denial of boarding and/or disembarkation without compensation or refund.

MINIMUM AGE REQUIREMENT

The minimum age to sail unaccompanied on Carnival Cruise Line sailings from Australia, and New Zealand is eighteen (18). The Company retains the right, on rare occasions, to raise the minimum age to sail unaccompanied on any sailing when local laws require or permit such a modification. Certain other restrictions and conditions will apply, such as compliance with the alcohol policy, and proof of marriage for underage couples.

INFANT POLICY

Infants sailing on a cruise must be at least 6 months old as of the first day of the cruise and/or Cruise Tour. For the purposes of this policy, any cruise that has 3 or more days consecutive at sea will require infants to be 12 months old on the first day of the cruise.

Please be aware that guests travelling with a young infant that does not meet the infant policy will be denied boarding. No refunds or other compensation shall be due from the cruise line to anyone as a result of denied boarding to an underage infant or other accompanying guests.

Carnival Cruise Line reserves the right to ask for proof of age. Carnival Cruise Line's age policy for gambling and consumption of alcoholic beverages is as follows: Guests must be 18 years of age or older to be served alcohol on board. Proper I.D with birth date is required. Guests must be 18 years of age or older to play the tables and the slot machines. Guests under 18 years of age are not permitted in the casino.

Carnival Cruise Line are kid-friendly and offer a variety of activities for children every day. Day programs are divided by age groups. Children with a parent or guardian are welcome in most (not all) specialty restaurants throughout serving hours.

Babysitting Services: Babysitting is offered in groups at children's play areas. An hourly rate is applied for this service.

Please note: Due to public health regulations, infants in diapers, swim diapers, pull-ups or who are not completely toilet trained are not allowed in the pools, whirlpools, or H2O zone.

ADDITIONAL INFORMATION

Details, ship facts, policies, images, and descriptions are gathered for information only and subject to change without notice. Images and descriptions displayed are subject to change at any time without notice. Actual details, design and configuration may vary.

Hellbound is a brand name of Cruising Country Pty. Ltd. and is operated for Cruising Country Pty. Ltd.

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