

NOTICE

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention or the Montreal Convention may be applicable and these Conventions govern and may limit the liability of carriers for death or bodily injury and in respect of loss of or damage to baggage. See also notices headed "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations".

CONDITIONS OF CONTRACT

1. As used in this contract "ticket" means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in case of electronic ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "electronic ticket" means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw 12th October 1929, or that Convention as amended at the Hague, 28th September 1955, whichever may be applicable. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28 May 1999.
2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by that Convention.
3. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (I) provisions contained in the ticket; (II) applicable tariffs; (III) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.
6. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.
7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.
8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariff, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.
10. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
11. No agent, employee or representative of carrier has authority to alter, modify or waive any provision of this contract.
12. For passengers who fly to or from a U.S. airport on a code-share flight operated by an airline other than DragonAir ("Codeshare Partner") and experience long tarmac delays at such U.S. airport, the contingency plan for lengthy tarmac delays of our Codeshare Partner will govern such codeshare flight. For information concerning our Codeshare Partners' contingency plans for lengthy tarmac delays, please contact them directly or refer to their websites.

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of the Warsaw Convention or the Montreal Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. Where the Montreal Convention is applicable, Hong Kong Dragon Airlines Limited ("Dragonair") shall not exclude or limit its liability up to 113,100 SDRs. By a Special agreement with certain other carriers, Dragonair has agreed that with respect to carriage performed by it only, the applicable liability limit for death or bodily injury under the Warsaw Convention has been waived by Dragonair. In addition, Dragonair has waived the defence available under Article 20 of the Warsaw Convention up to the sum of 100,000 SDRs. Please refer to Dragonair's General Conditions of Carriage or Passengers And Baggage for a complete text of all provisions applicable.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Convention or by such special agreement. For further information, please consult your airline or insurance company representative.

NOTICE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For many international journeys (including domestic portions of international journeys) the Warsaw Convention may apply with liability limits of 17 SDRs per kilo for checked baggage and 332 SDRs per passenger for unchecked baggage. In cases where the Montreal Convention applies to your journey, the applicable liability limit is 1,131 special drawing rights for checked and unchecked baggage. (The value of special drawing rights can fluctuate, please visit website www.imf.org/external/np/fin/data/rms_five.aspx to download current exchange rates). Excess valuation may be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

NOTICE REGARDING CHARGES, SURCHARGES, FEES AND TAXES

The price of this ticket may include charges, surcharges, taxes and fees ("Charges"). The Charges may be imposed by the carriers, airport operator, government authorities or other third parties. The Charges which may represent a significant portion of the cost of air travel are either included in the fare, or shown separately in the >>TAX/FEE/CHARGE<< box(es) of this ticket. You may also be required to pay Charges not already collected.

NO RECONFIRMATION - There is no need to reconfirm your flight when travelling with us. However, if you fail to fly on a booked flight and you do not notify us, all onward and connecting bookings will be cancelled. In some countries, No-show-charge may also be collected. Please cancel your reservations if you do not intend to fly. Reconfirmation may still be required with other airlines.

NO-SHOW PASSENGER - On most major airlines, including Dragonair, a proportion of passengers who have booked seats do not present themselves for their flight. These passengers are known as no-shows. Their number varies from route to route, but may be substantial.

If you have a booking on one of our flights but know that you are not going to be able to travel on that flight, please let us know as early as possible. Knowing that you are not going to use your reservation, we can then offer the seat to another customer who otherwise would be unable to travel. Remember that one day you may be the passenger needing a reservation on an already fully booked flight.

OVERBOOKING - In order to minimize the effect of no-shows and to enable seats to be used by passengers who otherwise would not be able to travel on their chosen flights, Dragonair and most major airlines may overbook services. By careful monitoring and control we do our utmost to match the number of available seats to the number of passengers that we expect will appear for the flights.

Whilst Dragonair makes every effort to provide seats for which confirmed reservations have been made, no absolute guarantee of seat availability is denoted by the expression reservations, bookings, status OK and the timings attached to them.

Dragonair operates compensation schemes, in accordance with the applicable laws and our compensation policy, to passengers with confirmed reservations who are unjustifiably denied carriage because of non-availability of seats.

Details of the compensation policy are available upon request from our Manager Customer Relations, Customer Relations Department, Hong Kong Dragon Airlines Limited, Hong Kong.

CHECK-IN TIME - The time shown on the flight coupon is the departure time of the aircraft. Passengers should allow sufficient time to complete all the formalities and it is recommended that passengers should arrive at the airport, at the latest, one and a half hours before departure time. Dragonair check-in counters normally close 40 minutes prior to the scheduled departure time, however, closing time may vary slightly at some airports. Passengers arriving after this time may not be accepted for travel and no responsibilities will be accepted in such cases. Kindly check with your local Dragonair Office.

BOARDING TIME - Passengers are reminded to arrive at the boarding gate at least 20 minutes before departure. Passengers arriving after this time may not be accepted for travel and no responsibilities will be accepted in such cases.

CARRIER - Dragonair is the actual carrier only when KA is entered in the Carrier column of the ticket. Any other abbreviation in that box denotes another carrier. Details are available on request.

CHECKED BAGGAGE ALLOWANCE - Except for passengers whose itinerary involves a point in the North, or Central or South American countries, the free baggage allowance on scheduled international flights of Dragonair is as follows:

First Class: 40 kg. (88 lb.) Business Class: 30 kg. (66 lb.) Economy Class: 20 kg. (44 lb.)

Infants: Infants not entitled to a seat are allowed 10 kg. (22 lb.) plus one fully collapsible stroller/pushchair.

The following allowances apply to passengers whose itinerary involves a point in the North, or Central or South American countries:

First/ Business Classes: Two bags (pieces) each of which must not exceed 158 cm. (62 in) in size (length plus height plus width) and 32 kg. (70 lb) in weight. Economy Class: Two bags (pieces) each of which must not exceed 158 cm. (62 in) in size (length plus height plus width) and 23 kg. (50 lb) in weight.

Infants: Infants not entitled to a seat are allowed one bag (piece) which must not exceed 115 cm. (45 in) in size (length plus height plus width), and 32 kg. (70 lb) in First /Business Class or 23kg. (50lb) in Economy Class in weight plus one fully collapsible stroller/pushchair.

No single piece of baggage can weigh more than 32 kg. (70 lb.)

Notwithstanding the above, if your itinerary includes flights operated or marketed by carriers other than Dragonair, Dragonair's free baggage allowance and charges may not apply and you should contact your travel agent and Dragonair local sales office or cathayair.com for information in this respect

CABIN BAGGAGE ALLOWANCE - Passengers (except infants) have free cabin baggage allowances, the Dragonair cabin baggage policy for passengers carrying cabin baggage onboard the aircraft is standardized for all passengers' class of travel.

Each passenger can bring one cabin bag or backpack with overall dimensions (including wheels, handles and side pocket(s) not larger than 56 X 36 X 23 cm (22 X 14 X 9 in.) The total weight of the cabin bag or backpack plus all duty-free items should not exceed 5 kg (11 lb.)

The only extra allowance would be given to Marco Polo Members subject to their Marco Polo Club (MPO) membership status.

Invitation and Diamond MPO members travelling in all classes

one cabin bag or backpack with overall dimensions (including wheels, handles and side pockets) not larger than 56 x 36 x 23 cm (22 x 14 x 9 in.). The (combined) weight of the above-mentioned bag plus all duty-free items should not exceed 15 kg (33 lb.).

Gold and Silver MPO Members travelling in all Classes

one cabin bag or backpack with overall dimensions (including wheels, handles and side pockets) not larger than 56 x 36 x 23 cm (22 x 14 x 9 in.). The (combined) weight of the above-mentioned bag plus all duty-free items should not exceed 10 kg (22 lb.).

Personal Items

In addition to your allowances, you may carry onboard one of the following items free:

- a small handbag or backpack or briefcase; or
- a laptop bag, and
- an assistive device such as cane, walker, crutch, wheelchair (if cabin stowage is available)

When you are travelling with a child or infant, you may carry onboard the following item(s) free:

- an approved car safety seat (www.dragonair.com)
- a small bag of food (www.dragonair.com) and nappies (for consumption on the flight)
- an umbrella type collapsible stroller (if cabin stowage is available)

Note: Duty free items are included in your Cabin Baggage Allowance.

The above allowances are subject to the discretion of Dragonair.

VALUABLES - Except for checked or unchecked baggage carried in the course of international carriage as defined by the Warsaw or Montreal Conventions we are not liable in any way whatever for damage to articles which you include in your baggage which Dragonair's General Conditions of Carriage for passengers and Baggage prohibit you from including in your checked baggage, including but not limited to fragile, perishable, valuable or rare items, or commercial goods and samples, business and identification documents.

SECURITY CHECKS - Security checks are carried out at most airports. In these checks, local authorities will confiscate items are handed over to us by the authorities, they will be kept the airport for seven (7) days for your collection, after which, they will be disposed of. They will not be forwarded to your destination or delivered to you. To avoid possible inconvenience, we suggest that you pack such items in your checked baggage.

TRAVEL DOCUMENTS - It is the responsibility of passengers to ensure that their travel documents are valid and that they hold all necessary visas and medical certificates for entry into their destination. Carrier reserves the right to refuse carriage if passenger fails to comply with such requirements. Carrier will not be liable for any loss and expensed incurred by the passenger as a result of passenger being refused entry into their destination.

TICKET COUPON SEQUENCE - Tickets shall be honoured only in sequence as shown on the ticket and such ticket coupon(s) shall not be accepted for carriage, exchange or refund, unless accompanied by the passenger coupon.

APPLICABLE FARE - The fare paid on the ticket shall be the fare for the flight(s) in effect on the date of commencement of the carriage covered by the first coupon of the ticket in accordance with the applicable fare type relevant to the Reservation Booking Designator.

EXCESS BAGGAGE CHARGE

Any baggage in excess of the above mentioned free articles and the checked baggage allowance mentioned herein will be charged. Excess baggage will be charged at rates depending on the routing travelled. More details are available at Dragonair offices, travel agencies or www.dragonair.com

DANGEROUS GOODS

For safety reasons, dangerous goods, such as those listed below, must not be carried in passenger's baggage (checked or unchecked):

- attaché brief cases with installed alarm devices;
- explosives, munitions, fireworks and flares;
- compressed gases (flammable, non-flammable or poisonous) such as butane, oxygen, liquid nitrogen, propane, aqualung cylinders, lighter fuels or refills, aerosols;
- flammable liquids such as paints, thinners, adhesives;
- flammable solids such as "strike anywhere matches" and articles which are easily ignited;
- oxidizing substances such as bleaching powder and peroxides;
- poisons such as arsenic, cyanides, insecticides, weed-killers;
- radioactive materials;
- corrosive materials such as mercury (which may be contained in thermometers or blood pressure gauges), acids, alkalis and wet cell batteries;
- knives (including hunting knives, swords), scissors and any other sharp objects (e.g. ice-pick) considered illegal by local law;
- any other substances which during air transport present a danger not covered above, such as magnetized, offensive or irritating material.

Notwithstanding the above, medicines and toiletries in limited quantities which are necessary or appropriate for the passenger during the journey such as hair sprays, perfumes and medicines containing alcohol, may be carried. Further information is available on request.

ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including but not limited to, cellular telephones, laptop computers, portable recorders and radios, CD players, electronic games, laser products, or transmitting devices including remote or radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted. If you fail to comply with the above, it may be a criminal offence and we reserve the right to retain such electronic devices until the termination of your flight or until such time as we consider necessary.

TRAVEL HEALTH INFORMATION

A number of medical studies indicate that there may be an association between prolonged immobility when travelling and the formation of blood clots in the legs (DVT). Although this is not a frequent occurrence, there are certain inherited and lifestyle factors which may increase the chance of this happening. You can refer to our web site [www.dragonair.com], prior to travelling and in our in-flight magazine, whilst on board. If you have any concerns about this issue, you should consult your doctor before travelling.

If you have any questions or concerns regarding our customer service, please visit www.dragonair.com and click into the "Contact Us" section.

REGULATION (EC) No.889/2002 NOTICE

AIR CARRIER LIABILITY FOR PASSENGERS AND THEIR BAGGAGE

This information notice summarises the liability rules as required by Community legislation.

Approximate conversions from Special Drawing Rights (SDRs) to Euros are provided as a guide only and will be subject to fluctuation in currency conversion rates. Current exchange rates can be downloaded from [www.imf.org/external/np/fin/data/rms five.aspx](http://www.imf.org/external/np/fin/data/rms%20five.aspx).

Compensation in the case of death or injury

There are no financial limits to the carrier's liability for death or bodily injury caused by an accident on board the aircraft or during embarking or disembarking.

Where the Montreal Convention applies:

For damages up to 113,100 SDRs (approximately EUR 129,000) the carrier will not avail itself of any defence other than contributory negligence and will not otherwise exclude or limit its liability. Above 113,100 SDRs the carrier may defend the claim if it can prove that it was not negligent or otherwise at fault.

Where the Warsaw Convention, or any other legal regime, applies:

For damages up to 100,000 SDRs (approximately EUR 114,000) the carrier will not avail itself of any defence other than contributory negligence and will not otherwise exclude or limit its liability. Above 100,000 SDRs the carrier may defend the claim if it can prove that it took all necessary measures to avoid the damage or that it was impossible for it to take such measures.

Where neither the Montreal nor the Warsaw Convention applies, different limits may be imposed by local law.

Passenger delays

In case of passenger delay, the carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible for it to take such measures. The carrier may rely upon the defence of contributory negligence.

Where the Montreal Convention applies;

Liability is limited to 4,694 SDRs (approximately EUR 5,340).

Where the Warsaw Convention applies:

Liability is limited to 16,600 SDRs (approximately EUR 18,800)

Where neither the Montreal nor the Warsaw Convention applies, different limits may be imposed by local law.

Destruction, loss, damage or delay to baggage

In relation to all baggage claims the carrier may rely upon the defence of contributory negligence.

Where the Montreal Convention applies:

The carrier is liable for destruction, loss or damage to checked baggage unless the baggage was defective.

The carrier is only liable for destruction, loss or damage to unchecked baggage if it is proven that it was at fault.

The carrier is liable for damage arising out of delay to baggage unless it can prove that it took all reasonable measures to avoid the damage or it was impossible for it to take such measures.

Liability is limited to 1,131 SDRs (approximately EUR 1290) per passenger for both checked and unchecked baggage.

Where the Warsaw Convention applies:

The carrier is liable for destruction, loss, damage or delay to baggage unless it can prove that it took all reasonable measures to avoid the damage or it was impossible for it to take such measures.

Liability is limited to 17 SDRs (approximately EUR 19) per kilogram of checked baggage and a total of 332 SDRs (approximately EUR 378) in the case of unchecked baggage. These limits do not apply if it is proven that the damage resulted from the carrier's reckless act or omission done with knowledge that damage would probably result.

Where neither the Montreal nor the Warsaw Convention applies, different limits may be applied by local law. If local law does not specify any limits, the limits applicable are the same as those for the Warsaw Convention.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration of value at the latest at check-in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within twenty-one days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the carrier actually performing the flight is not the same as the contracting carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of a carrier is indicated on the ticket, that carrier is the contracting carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention.