

Conditions of Contract & Passenger Notices

CHECK-IN TIMES

Emirates check-in counters worldwide open no less than 3 hours prior to departure.

First and Business Class passengers should report to Emirates check-in desks not later than 1 hour prior to departure. We recommend, however, that such passengers should check-in as early as possible. Economy Class passengers should report to Emirates check-in desks at least 3 hours prior to departure for all flights.

FLIGHT PUNCTUALITY

In order to maintain Emirates high level of on time departures, please be at the boarding gate at least 30 minutes before your flight departs, or we will have to off-load your baggage and leave without you to avoid unnecessary delays.

CABIN BAGGAGE POLICY

Passengers are reminded that all cabin baggage must be of a size that either fits under the seat in front or in the overhead lockers. Items which are in excess of the maximum limitations given below may not be permitted in the aircraft cabin on Emirates flights. If cabin baggage is not accepted by Emirates ground staff a handling fee of AED 50 per item may apply. The baggage will be transferred to the aircraft hold and a checked baggage receipt will be issued. Restrictions on the carriage of liquids, aerosols and gels in hand baggage apply at certain airports, including Dubai International Airport. Passengers should check with the departure airport for specific security restrictions.

First and Business Class:

One briefcase 18x14x8 inches (45x35x20 cm), plus one bag 22x15x8 inches (55x38x20 cm) or one garment bag 8 inches (20 cm) thick when folded. Total weight of both pieces not to exceed 26 lbs (12 kg)

Economy Class:

One bag 22x15x8 inches (55x38x20 cm) weighing not more than 15 lbs(7kg).

All Classes

Duty free purchase of liquor, cigarettes and perfume in reasonable quantities. Infants will be allowed one bag 22x15x8 inches (55x38x20 cm) containing infant's food for consumption in-flight, toiletries and other disposable items. Weight not to exceed 11 lbs (5kg).

DANGEROUS ARTICLES IN BAGGAGE

For safety reasons, dangerous articles must not be packed in checked or carry-on baggage. Restricted articles include but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons, infectious substances, and briefcases with installed alarm devices.

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 in certain circumstances limit the liability of carriers for death or personal injury and in respect of loss of or damage to baggage, and for delay. 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: "electronic ticket" means an electronic entry/coupon stored in our reservations system (and, where applicable the reservations system of one or more other carriers) recording a flight booking for which the carrier or its authorised agent has issued an eTicket receipt/itinerary and of which these conditions and all of the notices contained herein 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, "Montreal Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Montreal, 28 May 1999, "SDR" means the composite unit of currency known as the Special Drawing Right that is the official unit of exchange of the International Monetary Fund, "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12 October 1929, or that Convention as amended at The Hague, 28 September 1955, whichever may be applicable.
- 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 one of those Conventions.
- 3. To the extent not in conflict with the foregoing conditions, carriage and other services performed by each carrier are subject to:
 (i) provisions contained in the eTicket receipt/itinerary;
 (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. See also notices headed "Notice of Contract Terms Incorporated by Reference". Details of Emirates conditions of carriage are available on www.emirates.com.
- 4. Carrier's name may be abbreviated in the eTicket receipt/itinerary, 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 eTicket receipt/itinerary; the agreed stopping places are those places set forth in this eTicket receipt/itinerary 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. Emirates' abbreviated name is EK and its Group Headquarters address is Al Maktoum Street, Deira, P.O. Box 686, Dubai, United Arab Emirates.

- 5. A carrier entering an electronic ticket in a reservations system and delivering an eTicket receipt/itinerary for such ticket for carriage over the lines of another carrier does so only as its agent. A carrier checking-in baggage for carriage over the lines of another 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 or baggage identification tag issued to the passenger at check-in. 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 7 days from receipt; in case of delay, complaint must be made within 21 days from the date the baggage was delivered.
- 8. An electronic ticket is good for carriage for one year from date of issue of the eTicket receipt/itinerary, except as otherwise provided in the eTicket receipt/itinerary, in carrier's tariffs, conditions of carriage, or related regulations. Carrier may refuse transportation if the applicable fare has not been paid. Carrier reserves the right to refuse carriage to any person whose passport number does not match the number specified in his or her eTicket receipt/itinerary.
- 9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables and 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 eTicket receipt/itinerary 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, servant or representative of carrier has authority to alter, modify or waive any provision of this contract, save as permitted by carrier's conditions of carriage.
- 12. Inclusion of the EK airline designator code as carrier in this eTicket receipt/itinerary denotes Emirates as actual carrier unless the flight is listed in Emirates' timetables or notified to the passenger as being operated by another carrier pursuant to a code share, or some other, arrangement.
- 13. For the purposes only of the requirements of the Warsaw Convention and the Montreal Convention, an eTicket receipt/itinerary is deemed to serve as a passenger ticket and a baggage check/document of carriage.

EU NOTICE

As required by EU law, this notice sets out a non-exhaustive summary of the liability of Emirates for passengers and their baggage. See also Advice to International Passengers on Limitation of Liability, and Notice of Baggage Liability Limitations.

Compensation in the case of death or injury

There is no financial limit of liability and, for proven damages up to the local currency equivalent of 100,000 SDRs, any defence based on proof that all necessary measures have been taken to avoid the damage or that such measures were impossible to take will not be relied upon.

Compensation in the case of loss, damage or delay to baggage The limit of liability, and the circumstances in which exoneration from liability will arise, will be determined by the Convention applicable to each passenger's individual carriage, as specified in Notice of Baggage Liability Limitations. Where the points of origin and destination stated in a passenger's contract of carriage are both within the EU, the Montreal Convention specifies a liability limit of 1,000 SDRs per passenger. Where baggage is greater in value than the applicable limit of liability, the passenger may benefit from a higher limit by making a special declaration and paying a supplementary fee. Alternatively, the passenger should ensure that his/her baggage is fully insured. Available defences to liability include proof that all necessary measures have been taken to avoid the damage or that such measures were impossible to take.

Compensation in the case of passenger delay

The limit of liability, and the circumstances in which exoneration from liability will arise, will be determined by the Convention applicable to each passenger's individual carriage, as specified in the Advice to International Passengers on Limitation of Liability. Where the points of origin and destination stated in a passenger's contract of carriage are both within the EU, the Montreal Convention specifies a liability limit of 4,150 SDRs. Available defences to liability include proof that all necessary measures have been taken to avoid the damage or that such measures were impossible to take.

Complaints about baggage

If 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 7 days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Time limits for action

Any action in court to claim damages must be brought within 2 years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

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 treaties known as 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, the carrier is liable for proven damages for death or personal injury, and certain defences to liability specified by that Convention will be inapplicable for damages not exceeding the national currency equivalent of 100,000 SDRs. Where the Montreal Convention is not applicable, the conditions of

carriage of many carriers (including Emirates), provide that their liability for death or bodily injury will not be subject to any financial limit defined by the Warsaw Convention and that, in respect of such damage up to a maximum of the national currency equivalent of 100,000 SDRs, any defence to liability based on proof that they have taken all necessary measures to avoid the damage or that it was impossible for such measures to be taken, shall not apply. Where no such provisions are included in a carrier's condition of carriage please note that: (i) for such passengers on a journey to, from or with an agreed stopping place in the United States of America, the Warsaw Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death or personal injury to passengers is limited in most cases to proven damages not to exceed US\$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier; and (ii) for such passengers travelling by a carrier not a party to such special contracts or on a journey to which the Warsaw Convention applies which is not to, from or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US\$10,000 or US\$20,000.

The names of carriers, parties to such special contracts of the type mentioned in (i) above, are available at all ticket offices of such carriers and may be examined on request.

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 Warsaw Convention or the Montreal Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative.

Note: The limit of liability of US\$75,000 specified in (i) above is inclusive of legal fees and costs except that in a case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.

NOTICE OF BAGGAGE LIABILITY LIMITATIONS

For most international travel (including domestic portions of international journeys) liability for loss, delay, or damage to baggage is limited by the Warsaw Convention or the Montreal Convention. Where the Warsaw Convention applies, liability is limited to approximately US\$9.07 per pound (US\$20.00 per kilo) for checked baggage and US\$400.00 per passenger for unchecked baggage unless a higher value is declared in advance and additional charges are paid. Where the Montreal Convention applies, such liability is limited to a maximum of approximately US\$1,375 per passenger for checked and unchecked baggage unless a higher value is declared in advance and additional charges are paid. For travel wholly between U.S. points, Federal rules require any limit on an airline's baggage liability to be at least US\$2,500 per passenger where the Warsaw Convention is not applicable. Excess valuation may not be declared on certain types of valuable articles. Carriers assume no liability for fragile, valuable or perishable

articles. Further information may be obtained from the carrier.

NOTICE OF CONTRACT TERMS INCORPORATED BY REFERENCE

- 1. As used in this notice "Conditions" means a carrier's individual terms and conditions of carriage and related rules, regulations and/or policies, as well as any applicable tariffs in force in the USA or Canada or elsewhere.
- 2. Your contract of carriage with the carrier providing you with carriage by air, whether international, domestic or a domestic portion of an international journey, is subject to the eTicket receipt/itinerary provisions and to the carrier's Conditions.
- 3. If your carriage is by more than one carrier, different Conditions may apply for each carrier.
- 4. The Conditions of each carrier involved in your contract of carriage are, by this notice, incorporated by reference into and made part of your contract of carriage.
- 5. The Conditions may include, but are not restricted to:
- Rules and limits on the carrier's liability for the personal injury or death of passengers.
- Rules and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
- Rules for declaring a higher value for baggage together with payment of an additional charge.
- Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
- Claims restrictions, including time limits by which passengers must file a claim or bring an action against the carrier.
- Rules on reconfirmation of reservations, check in times, the use and duration of electronic tickets, and the carrier's right to refuse carriage in certain circumstances.
- Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, cancellation, substitution of alternative carriers or aircraft and re-routing.
- Your obligation to obtain all necessary travel documents such as a passport and visa.
- 6. You can obtain more information about the items specified in paragraph 5 above at any US location where the transporting carrier sells tickets. You have the right to inspect the full text of each transporting carrier's Conditions at its airport and city ticket offices and, on request, to receive the full text of the applicable Conditions from each transporting carrier free of charge. You can obtain information on ordering the text of applicable Conditions at any US location where the carrier sells tickets. Some carriers also reproduce their conditions of carriage on their web sites.

SPECIAL FARE RESTRICTIONS

Many "Special" fares are issued subject to conditions which may restrict or prohibit any change of booking and may limit the amount of any refund due in the event of cancellation or failure to travel. Insurance cover is available in certain circumstances and you should contact your airline office or travel agent for details.

OVERBOOKING OF FLIGHTS

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities, are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some countries, although other consumer protections may be available. Check with your airline or travel agent.

NOTICE OF GOVERNMENT IMPOSED TAXES, FEES AND CHARGES

The price of the electronic ticket may include taxes, fees and charges which are imposed on air transportation by government authorities. These taxes, fees and 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)/section of this eTicket receipt/itinerary. You may also be required to pay taxes, fees and charges not already collected. The "TAX/FEE/CHARGE" box(es)/section may also show other charges separate from the fare which are not government imposed taxes, but are levied by third parties (such as Passenger Service Charge to be paid by carrier to airport authorities in the UK in respect of your use of airport facilities) or are levied by carrier as a result of the imposition by a third party of charges of a type or in an amount not normally applicable to carriers operations (such as exceptional circumstances increases in fuel, security or insurance costs).