

China Southern Airlines Company Limited

# **General Conditions of International Carriage for Passenger & Baggage**



## Table of Contents

Article 1	General Provisions .....	3
Article 2	Definitions .....	4
Article 3	Applicability .....	12
Article 4	Tickets .....	15
Article 5	Fares, Taxes, Fees and Charges .....	21
Article 6	Reservations and Ticketing .....	24
Article 7	Refusal of and Limitation on Carriage .....	27
Article 8	Check-In and Boarding .....	37
Article 9	Baggage .....	39
Article 10	Flight Schedules, Changes and Cancellations .....	46
Article 11	Changes to Passenger Tickets .....	50
Article 12	Refunds .....	53
Article 13	Overbooking Handling Procedure .....	58
Article 14	Conduct Aboard Aircraft .....	62
Article 15	Passenger Services .....	68
Article 16	Administrative Formalities .....	71
Article 17	Liability for Damage and Compensation Limit .....	74
Article 18	Customer Service Complaints .....	78
Article 19	Effectiveness and Modification .....	79



## **Article 1 General Provisions**

### **1.1 General**

This document is the General Conditions of International Carriage for Passenger and Baggage (hereinafter referred to as ‘the Conditions’ or ‘these Conditions’) set by China Southern Airlines as part of the passenger carriage contract, while states the terms listed in these Conditions aim at clarifying rights between the carrier and passengers.

### **1.2 Basis of Formulation**

These Conditions are developed in accordance with the *Civil Aviation Law of the People's Republic of China*, the *Regulation on the Management of Public Air Transportation for Passengers*, the *Large-scale Public Air Transport Carrier Certification Rules of Operation (the CCAR-121)*, the *Operation of Civil Aircraft Airworthiness Regulations (the CCAR-121AA)*, the *Regulation on the Transport of Dangerous Goods by Air* and other laws and administrative regulations.



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**Article 2 Definitions**

2.1 The following terms used in the Conditions are defined as follows unless otherwise specified:

2.1.1 *International Carriage* means air carriage in which, according to the contract of carriage signed between CSN and the passenger, regardless of the transportation with or without a break or transfer, one of the place of departure or the destination or the agreed transition point is not located in the territory of the People's Republic of China.

2.1.2 *CSN* means China Southern Airlines Company Limited.

2.1.3 *Convention* means whichever of the following instruments that is applicable:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland on 12 October 1929 (hereinafter referred to as *the Warsaw Convention*);

The Warsaw Convention as amended at The Hague on 28 September 1955 (hereinafter referred to as *the Hague Protocol*);

The Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 (hereinafter referred to as *the Montreal Convention*).

2.1.4 *CSN's Regulations* means rules, other than the Conditions, published by CSN and in effect on the date of publication, governing the carriage of passengers and/or baggage and shall include any applicable tariffs in effect.

2.1.5 *Carrier* means all public air transport enterprises that issue air tickets, carry or undertake to carry passengers and



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- baggage listed in air tickets.
- 2.1.6 *Validating Carrier* or *Contracting Carrier* means the carrier which concludes a contract of carriage with passengers using its own ticket number with IATA code and whose numeric code is indicated in the ticket. This carrier shall be the controller and authorizer of electronic ticket transactions.
- 2.1.7 *Marketing Carrier* means the carrier whose two letters airline designator code is recorded as the transporting carrier on the ticket flight coupons.
- 2.1.8 *Operating Carrier* means the carrier that performs relevant carriage by virtue of authority from the Contracting Carrier. The Operating Carrier may be different from the Marketing Carrier in situations where certain bilateral agreements exist, e.g. code share agreement.
- 2.1.9 *CSN Authorized Agent* or *Authorized Agent* means a passenger sales agent who has been authorized by CSN to represent CSN in the sales of air passenger transportation and its relevant services.
- 2.1.10 *Passenger(s)* means any person, except members of the crew, carried or to be carried in an aircraft with the consent of CSN.
- 2.1.11 *Child* means a person who has reached his/her second birthday but not his/her 12<sup>th</sup> birthday as of the date of commencement of travel.
- 2.1.12 *Unaccompanied Minor* means a person who has reached his/her 5<sup>th</sup> birthday but not his/her 12<sup>th</sup> birthday as of the date of commencement of travel and not accompanied by parent(s) or any passenger with full capacity for civil conduct and over



- 18 years old.
- 2.1.13 *Infant* means a person who has been born 14 days but has not reached his/her second birthday as of the date of commencement of travel.
- 2.1.14 *Years Old* means the calculation based on the year, month and day of the Gregorian calendar, starting from the first birthday.
- 2.1.15 *Reservation* means the reservation of seat and class of service or the weight and size of baggage appointed by passenger.
- 2.1.16 *Flight* means the flying of aircraft according to scheduled route, date and time.
- 2.1.17 *Conneting Flight* means two or more flights listed in a single contract of carriage.
- 2.1.18 *Code Share Flight* means a carrier or several carriers use their own airline designator code respectively on another carrier's operating flight in accordance with their agreement.
- 2.1.19 *Ticket* means either the paper document entitled 'Passenger Ticket and Baggage Check', or the Electronic Ticket. Both of which can be regarded as prima facie evidence of the contract of carriage and are issued by or on behalf of CSN, with the conditions of contract and notices and the flight and passenger coupons contained therein. Except conjunction tickets, one ticket number corresponds to one ticket and constitutes a single contract of carriage.
- 2.1.20 *Conjunction Ticket* means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.



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- 2.1.21 *Ticket with Connecting Flight* means a ticket contains a connecting flight with two or more flights listed in a single contract of carriage.
- 2.1.22 *Fixed Ticket* means a ticket whose flight number and date of flight are fixed, and the seat is reserved.
- 2.1.23 *Open Ticket* means a ticket whose flight number and date of flight are not fixed, and the seat is not reserved.
- 2.1.24 *Flight Coupon* means that portion of the ticket identified as being ‘good for carriage’ and for Electronic Tickets, the Electronic Coupon that indicates the particular places between which passengers are entitled to be carried.
- 2.1.25 *Passenger Coupon* means that portion of paper ticket that marked and ultimately to be retained by passenger.
- 2.1.26 *Day* means calendar days, including all seven days of the week. Provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for the purposes of determining duration of validity, the day upon which the ticket is issued, or the day upon which flight commenced, shall not be counted.
- 2.1.27 *Itinerary/Receipt of E-Ticket for Air Transportation* (hereinafter referred to as *Itinerary/Receipt*) means the special payment proof provided by public air transport enterprise or air transport sales agents to passengers when purchasing tickets. Passengers shall preserve it well in case of refunds, but it is not valid for airport security check and boarding.
- 2.1.28 *Tariffs* means the fares, charges and relevant conditions



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- published by carriers. When necessary, tariffs must be approved by relevant departments.
- 2.1.29 *Class of Service* means the classification of aircraft cabin configurations, including First Class, Business Class, Premium Economy Class, and Economy Class.
- 2.1.30 *Booking class* or *Reservations Booking Designator* means the class codes shown on the tickets.
- 2.1.31 *Normal Fare* means the highest fare established for a First/Business/Premium Economy/Economy Class of valid adult fare. Children's fare and infants' fare that are established as a percentage of a normal fare are also considered to be normal fares.
- 2.1.32 *Special Fare* means any fare other than a normal fare.
- 2.1.33 *Conditions for the Use of Air Ticket* means the rules governing fares, applicable to booking class codes or fare types.
- 2.1.34 *Change of Tickets* means the change of flight date, the change of booking class, endorse to another flight, etc.
- 2.1.35 *Reasons Attributable to CSN* means the reasons associated with the internal management of the carrier, including those related to aircraft maintenance, flight dispatching, crew deployment, etc.
- 2.1.36 *Reasons Not Attributable to CSN* means other reasons having not to do with the internal management of the carrier, including those related to weather, emergencies, air traffic control, security checks, passengers and other factors.
- 2.1.37 *Revalidation of Tickets* means the change to the flight schedules and dates indicated on the air ticket of the same





- carrier.
- 2.1.38 *Endorsement* means the change of marketing carrier.
- 2.1.39 *Change Fee* means a charge for passenger's voluntary request of changing their original flight reservation, including the change of flights, date, booking class (RBD) and/or validity period.
- 2.1.40 *No-show Charge* means the charge made by reason of the failure of a passenger to use reserved accommodation either through miss a flight, fail to board the flight or otherwise not ready to travel on flight.
- 2.1.41 *Agreed Transition Point* means the point of stay, other than the origin and destination, stipulated in the flight schedule of ticket of carrier.
- 2.1.42 *Stopover* means a scheduled stop at a certain point between origin and destination arranged by passengers and with the consent of carrier.
- 2.1.43 *Overselling* means that a carrier sells more seats than the actual number of seats available on a flight in order to avoid empty seats.
- 2.1.44 *Deadline Time for Check-in* means the latest time stipulated for passenger by operating carrier to finish the check-in formalities.
- 2.1.45 *Miss a Flight* means a passenger fails to board a flight specified in his/her ticket because the passenger fails to complete check-in procedures before stipulated check-in deadline or the passenger presents a travel document that non-compliant with relevant requirements.
- 2.1.46 *Fail to Board a Flight* means a passenger fails to board a



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- flight specified in his/her ticket after having completed the check-in procedures or while during transit.
- 2.1.47 *Board a Wrong Flight* means a passenger takes a flight other than the one specified on his/her ticket.
- 2.1.48 *Baggage* means such articles, effects and other personal property of passengers carried in the course of itinerary by agreement with the carrier. Unless otherwise specified, it includes both checked and unchecked baggage of passengers.
- 2.1.49 *Checked Baggage* means the baggage of which CSN takes sole custody and for which CSN has issued a baggage tag.
- 2.1.50 *Unchecked Baggage* means the baggage taken care of by the passenger himself/herself.
- 2.1.51 *Baggage Check* means those portions of the ticket, which related to the carriage of the passenger's checked baggage.
- 2.1.52 *Baggage Tag* means a document issued by CSN solely for identification of checked baggage.
- 2.1.53 *Damage* includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services incidental thereto performed by CSN.
- 2.1.54 *Force Majeure* means an unusual and unforeseeable circumstance beyond control, the consequences of which could not have been avoided even if all due care had been exercised.
- 2.1.55 *Gratuitous Carriage* means air carriage which CSN may carry passenger and their baggage(s) by aircraft but not receiving payment (excluding taxes, fees, or charges),



including but not limited to the gratuitous carriage due to courteous reception, marketing promotion, employee's duty or private travel or frequent flyer program.



### **Article 3 Applicability**

#### **3.1 General Rules**

3.1.1 Except as provided in Provision 3.2, 3.3, and 3.4 of this Article, these Conditions of Carriage apply to international transportation operated by CSN for the purpose of transporting passengers and baggage by civil aircraft and charging fees.

3.1.2 These Conditions of Carriage also apply to gratuitous and promotional fare carriage unless to the extent that CSN has provided otherwise in their regulations, or in the relevant tariffs, contracts, passes or tickets. Where discrepancies exist between the regulations, relevant tariffs, contracts, passes or tickets of use of gratuitous or promotional fares and Conditions of Carriage, however, the provisions of use of gratuitous carriage, tariffs, contracts, passes or tickets shall prevail.

3.1.3 The domestic air transportation under special management between Chinese Mainland and Hong Kong Special Administrative Region, Macao Special Administrative Region, as well as Taiwan region, shall comply with these Conditions of Carriage, unless the government has provided applicable regulations or that CSN has provided otherwise in the relevant contracts, passes or tickets.

#### **3.2 Charters**

For the transportation performed pursuant to a charter agreement, These Conditions of Carriage apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket into the contract of



carriage.

### 3.3 Code Shares

CSN's Conditions of Carriage also apply to codeshare flights operated by other carriers. However, each operating carrier of a codeshare flight has its own Conditions of Carriage or transportation regulations with respect to the operation of its own flights, and some may differ from CSN's Conditions of Carriage for flights operated by CSN. These different rules and Conditions of Carriage established by the operating carrier will be considered as parts of CSN's Conditions of Carriage on codeshare flights, and will take precedence over CSN's Conditions of Carriage on these codeshare flights. Terms and conditions that differ between CSN and its codeshare partners may include, but are not limited to:

- (1) Check-in policies and deadlines;
- (2) Refusal and limitation of carriage;
- (3) Baggage regulations, including but not limited to free checked baggage allowance and the standards on excess baggage charges;
- (4) Denied boarding compensation and remedies for delays;
- (5) Smoking policy.

### 3.4 Overriding Law

To the extent that any provision contained or referred to herein is inconsistent with anything contained in the applicable Convention, Laws, Government Regulations, Orders or Requirements, the applicable Convention, Laws, Government Regulations, Orders or Requirements shall prevail. The invalidity of any such provision shall not affect



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the validity of any other provision contained or referred to  
herein.



## **Article 4 Tickets**

### 4.1 General Rules

4.1.1 The ticket evidences a part of the contract of carriage between the carrier and the passenger whose name is shown on the ticket. The carriage service is only provided to the passenger who holds a ticket issued by CSN or by carriers that have signed interline agreement with CSN.

4.1.2 Passengers who purchase multiple tickets shall enter into multiple independent contracts of carriage with CSN. Passengers who purchase a single ticket with connecting flight shall enter into a single contract of carriage with CSN. According to relevant laws and regulations and the provisions of these Conditions, the purchase of multiple tickets or the purchase of a single ticket with connecting flight, shall lead to different legal effects. Unless otherwise specified, agreed rights and obligations between CSN and the passenger as stipulated in these Conditions shall only apply to a single contract of carriage and shall not be implicated in other contracts of carriage. Passengers shall fully understand this and purchase tickets according to their own air travel situation.

4.1.3 Each passenger shall individually hold his own ticket.

4.1.4 A ticket is not transferable.

4.1.5 If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, CSN shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.



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- 4.1.6 Passenger's name on the ticket must match the identity information provided; otherwise CSN reserves the right to refuse carrying the passenger.
- 4.1.7 If the status on the flight coupon did not show as unused and valid for the of the sector which passenger requests to check-in, CSN reserves the right to refuse carrying the passenger.
- 4.1.8 The passenger(s) shall complete the entire journey specified in the ticket within the validity period of the ticket. If the purchased ticket with special fare has special provisions for travel dates, the passenger must complete the entire journey as specified in the ticket within the time period specified in the applicable tariff.
- 4.1.9 Some special fares may have strict restrictions on the shortest and/or longest staying time. Passenger(s) must complete all sectors stipulated on in the ticket within the period of validity.
- 4.1.10 It can be seen on a ticket that the name of CSN (China Southern Airlines) will be presented as the airline two-character code 'CZ'. If the first three digits of the ticket number are indicated as '784', which is recognized as CSN's settlement code, meaning CSN is a Validating Carrier.
- 4.2 Validity Period
- 4.2.1 Unless otherwise specifically provided on the ticket, in these Conditions, or in the applicable tariff rules (the tariff rules may limit the validity and such limitation will be stated on the ticket), a ticket is valid for carriage for one year from the date of commencement of travel. If no portion of the ticket is





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used or the ticket is an open ticket, the ticket is valid for carriage for one year from the date of issuance thereof.

Unless otherwise specified, where one or more portions of a ticket involves an excursion or other special fare having a shorter period of ticket validity than indicated above, such shorter period of validity shall apply only in respect to such excursion or special fare transportation.

4.2.2 If the first flight coupon of a ticket has been used, the entire ticket or any conjunction ticket is valid for carriage for one year from the date of commencement of travel. Regardless of rerouting or ticket exchange afterwards, the original period of validity will not change.

If a ticket is totally unused, the new period of validity of the ticket after ticket exchanged is one year from the date of commencement of travel. For the exchanged ticket of which the first flight coupon is unused or open dated, the period of validity is one year from the date of exchanged.

4.2.3 Unless otherwise specified, the calculation of ticket validity starts from midnight of the following day after the date of commencement of travel, or if no portion of the ticket is used, from the midnight of the following day on the date of ticket issuance, until the midnight on the date of expiration.

4.3 Extension of Validity

If a passenger is prevented from traveling within the period of validity of the ticket because of one of the following reasons attributable to CSN, the validity of such passenger's ticket will be extended until CSN's first flight on which space is available in the class of service for which the fare



has been paid under consensus.

- (1) CSN cancels the flight on which the passenger(s) holds a reservation;
- (2) CSN omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
- (3) CSN fails to follow the flight schedule reasonably well;
- (4) CSN causes the passenger(s) to miss a connection of a booked connecting flight;
- (5) CSN changes the class of service for passenger(s), and
- (6) CSN is unable to provide previous confirmed space.

#### 4.4 Itinerary/Receipt

4.4.1 The itinerary/receipt is one of the invoices for civil aviation electronic ticket. It is managed by the State Administration of Taxation and printed with the invoice supervision stamp of the State Administration of Taxation. Only one itinerary is provided for each electronic ticket.

4.4.2 Paper itinerary/receipt shall be printed within 26 days after the flight departure at the latest.

4.4.3 Passengers should keep their printed itinerary properly. If a refund is required, a printed itinerary should be provided.

4.4.4 If a printed itinerary/receipt is lost due to reasons attributable to the passenger, it is unable to re-print in accordance with *Temporary Regulations on Itineraries/Receipt of E-tickets for Air Transport*.

#### 4.5 Sequence and Use of Ticket Coupons

4.5.1 A ticket purchased by a passenger is only valid for the transportation shown on the ticket, from the initial place of departure via any agreed stopping places to the final place of



destination.

- 4.5.2 **Flight coupons must be used in sequence from the place of departure as shown on the passenger ticket, and the first segment must be used first. Otherwise, CSN may refuse carriage. If special regulations specified in the tariff rules on the sequence of use of flights coupons (for example, tickets are required to be used in sequence coupon by coupon while skipping or abandon is not allowed), the special regulations shall be applied.** The first segment means the first flight segment in the same contract of carriage sold as one ticket or multiple conjunction tickets within the same contract.
- 4.5.3 A Fixed Ticket is only applicable for the date and flight specified on the flight coupons.
- 4.5.4 An Open Ticket or a ticket containing open flight segments means that the passenger may, at the time of ticket purchase, allow the reservation status of the whole ticket or a certain flight segment to be “open” in accordance with passenger’s requirements and fare regulations. In accordance with the fare conditions, one or more of the carriers, flight number, date of flight, and seat status of the ticket may be not reserved at the time of purchase, but must be confirmed with CSN prior to the commencement of transportation.
- 4.5.5 Each flight coupon contained in a ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved, as shown in the flight coupon.
- 4.5.6 If a passenger holds an Open Ticket, the seat can be reserved



in accordance with the fare regulations and seat availability of space on the flight applied for. Passengers confirm their ticket for the first-time issuance and subsequent collect the balance between the new fare and original open ticket fare. Any further confirmation may cause change fee and fare balance in accordance with fare regulations.

- 4.5.7 **If a passenger fails to show up for any flight that he holds a reservation, without advising CSN in advance, CSN may cancel the passenger's return or onward reservations as indicated on the printed ticket and all formed of electronic ticketing.**



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**Article 5 Fares, Taxes, Fees and Charges**

5.1 Application of Fares

5.1.1 The applicable fare is the fare for the flights in effect on their purchased, applicable for the date of flight, routing, and other information specified on the flight coupons. Once the ticket is issued and the payment is made, the fare will not change despite any readjustment. If the itinerary, date of travel or other transportation content is changed due to passenger reasons, fares to be paid by the passenger may be impacted accordingly.

5.1.2 Fares are only applicable to air carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include fees for ground transport service and additional services between airports and between airport and downtown.

5.1.3 A normal fare or special fare ticket is subject to the conditions specified thereof. Some tickets sold at special fares may apply to special refund and reissue policy. Passenger(s) should purchase ticket(s) with the fare that best suits to their own air travel situations.

5.1.4 Routing

Fares are only applicable to routings published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to the issuance of the ticket. If no routing is specified, CSN may determine the routing.

5.2 Taxes, Fees and Charges

5.2.1 Any tax, fee or charge imposed by government or other



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authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be paid by the passenger and collected by airlines at the time of ticket issuance.

5.2.2 Upon purchasing a ticket, passenger(s) will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance. If there is an increase in the applicable tax, fee or charge shown on the ticket, passenger(s) will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed after ticket issuance, passenger will be obliged to pay it. In the event any taxes, fees or charges which passenger has paid to CSN at the time of ticket issuance are eliminated or reduced, such that they no longer apply, or a lesser amount is due, passenger(s) may be entitled to a refund of any such taxes, fees or charges as have been eliminated or reduced. CSN will refund according to the rule by government.

5.3 Fuel surcharge, aviation insurance surcharge, and sales-related fees are published and charged by the carrier according to relevant regulations or policies of different countries and authorities. Unless otherwise specifically, infants not occupying a seat are exempt from fuel surcharge; children are charged the same amount of fuel surcharge as adults.

5.4 Payment Methods



Fares and charges are payable in any currency or international credit/debit card currently acceptable by CSN. Unless otherwise agreed by CSN and passenger(s), fares and charges are all paid in cash.



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**Article 6 Reservations and Ticketing**

6.1 General Rules

6.1.1 Passenger(s) can ask for information, reserve seats and purchase tickets through CSN's sales office, CSN's websites and service hotline, CSN's authorized agencies, and other channels that approved by CSN.

6.1.2 When purchasing tickets, passenger(s) should provide valid identity document information of his/her own or other valid identity documents issued by legal state departments, along with accurate and valid contact information. Meanwhile, passenger(s) must ensure documents used to purchase tickets are the same as those used for check-in and boarding.

6.1.3 When purchasing a ticket for child or infant, a valid birth certificate must be presented.

6.1.4 Reservations will not be valid until the fare has been paid in accordance with the procedures and time limits set forth by CSN and a ticket has been accepted and issued with the reservations listed on the corresponding flight coupon by CSN or its authorized sales agents.

6.1.5 CSN reserves the right to suspend reservations for a certain flight when necessary.

6.1.6 Any change or cancellation of a seat reservation shall be submitted by the passenger as early as possible and shall comply with the applicable fare conditions. According to CSN's regulations, certain discounted fares may have exclusive conditions that will limit or exclude the passenger's right to change or cancel reservations.

6.1.7 CSN reserves the right to cancel the space reserved for the





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passenger in the event of the passenger(s) fail to use the reserved seats in accordance with CSN's regulations and inform CSN in advance.

6.1.8 CSN reserves the right not to sell tickets and refuse to carry any individual who is unfit to travel by air. Passengers under restricted carriage may reserve seats and purchase tickets only after all certain requirements are met and the consent of all carriers involved are reached.

6.1.9 For passengers who maliciously occupy seats or falsely purchase tickets, CSN reserves the right to restrict their seat reservations and ticket purchases.

6.1.10 Ticketing Time Limits

If a passenger has not paid for the ticket prior to the stipulated ticketing time limit, CSN may cancel the reservation.

6.2 Personal Data

6.2.1 Passenger(s) shall recognize that their personal data given to CSN is for the purpose of making a reservation for carriage, obtaining ancillary services as well as other related services. For these purposes, passengers authorize CSN to retain such data and to transmit it to CSN's own offices, other carriers, providers of relevant services as well as institutions approved by laws and regulations.

6.2.2 Passenger(s) shall be liable for the authenticity and validity of their personal data. CSN has no obligation for the verification.

6.2.3 If passenger(s) refuse to provide necessary personal data, CSN may refuse for seat reservation and ticket purchase.



- 6.3 Seat Allocation
- 6.3.1 **CSN shall make reasonable efforts to meet advanced seat allocation requests. However, CSN cannot guarantee the provision of any particular seat in the aircraft and is only responsible for providing seats according to passenger's class of service shown on the ticket. The carrier reserves the right to change the seat allocation at any time, including after boarding, due to operating, security or safety imperatives, or for reasons of force majeure.**
- 6.3.2 Seats near the aircraft's emergency exits shall be specifically arranged by CSN, and passengers seated near the emergency exit (or on the emergency exit row of seats) must have the ability to complete the emergency evacuation procedures.



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**Article 7 Refusal of and Limitation on Carriage**

**7.1 Refusal of Carriage**

For reasons of safety or if, in the exercise of its reasonable discretion, CSN shall retain the right to refuse transport on any passenger and/or passenger's baggage for the following conditions:

- 7.1.1 Prohibited by the national laws, regulations or orders.
- 7.1.2 Passengers who have not comply with national laws, regulations or orders, or the rules of CSN.
- 7.1.3 Passengers who have refused to submit to all security check.
- 7.1.4 Passengers who refuse to procure valid ID required by national laws, policy provisions, orders, requirements or conditions of travel.
- 7.1.5 Passengers who present an identity document at check-in that does not match the identity document used to purchase the air ticket.
- 7.1.6 Passengers who refuse to comply with the exit-seat restrictions established by the carrier.
- 7.1.7 Passengers who do not follow crewmembers' instructions.
- 7.1.8 Disabled passengers who shall only be seated in exit seat.
- 7.1.9 Passengers who are unwilling to comply with decisions due to force majeure or other uncontrollable reasons.
- 7.1.10 Passengers who fail to pay the applicable fare, charges, fees and taxes for the tickets, or credit arrangements agreed between the carrier and the passengers have not been complied.
- 7.1.11 Passengers present a ticket that has been obtained illegally, or the ticket is a lost, stolen, or forged ticket, or the coupon



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- has been changed improperly by someone other than the carrier or authorized agents.
- 7.1.12 Passengers who are not in a position to prove that they the person referred to in the ‘Passenger Name’ box on the tickets.
- 7.1.13 Passengers who are qualified individuals with disabilities, but the number of such persons carried on the flight has reached its restricted number.
- 7.1.14 Passengers who have malodorous conditions (other than those qualifying as disabled).
- 7.1.15 Passengers who dress in a manner that may cause discomfort to other passengers.
- 7.1.16 Passengers who may seek illegal entry in a transit country, may destroy their identification during the flight, or refuse to submit the traveling certificate or copies to flight crew members for preservation.
- 7.1.17 Passengers conduct may jeopardize the aircraft or onboard passengers’ safety regardless whether it is intentional.
- 7.1.18 Passengers who have behaved abnormally once during air transport that could endanger the safety of the aircraft or other passengers on board, or have caused a medical emergency, and CSN has any reason to believe that such situations are likely to occur again.
- 7.1.19 Passengers whose behaviors, age, physical or mental condition may unfit for air travel, or may be likely to cause danger or harm to himself/herself, or to other people or property. Passengers shall inform CSN at the time of purchase or check-in if they have any of following



conditions.

7.1.19.1 Babies

Newborn babies less than 14 days of age and premature babies less than 90 days of age (Gestational age of 28 weeks and less than 37 weeks).

7.1.19.2 Expectant Mothers and Maternal

(1) Pregnant women with singleton pregnancy more than 36 weeks or multiple pregnancies of more than 32 weeks.

(2) Women who have given birth within 7 days.

7.1.19.3 Passengers with Diseases Unfit for Air Travel

(1) Unstable cardiovascular and cerebrovascular diseases:

- a. Passenger who is in his early postoperative stage of angioplasty.
- b. Passenger who has experienced cardiac surgery within 21 days or thoracic surgery within 10 days.
- c. Passenger who has experienced myocarditis and myocardial infarction within 30 days.
- d. Passenger who has experienced severe heart failure, a myocardial infarction occurring within six weeks after myocarditis, recent frequent episodes of angina.
- e. Passenger who has experienced severe heart valve disease.
- f. Passenger who has experienced a cerebrovascular accident in the past 14 days.
- g. Passenger who has experienced hypertension with systolic pressure exceeding 180 mmHg and diastolic pressure exceeding 130 mmHg.
- h. Passenger who is in the acute stage of encephalitis, brain tumor, cerebral hemorrhage, and cerebral infarction.

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- i. Passenger with acute cerebrovascular disease and has anoxia and carbon dioxide retention.
  - j. Passenger with severe haemoptysis, haematemesis, bleeding and moaning symptoms.
- (2) Respiratory Diseases
- a. Passenger with severe bronchial asthma, cavitary pulmonary tuberculosis, emphysema, pulmonary insufficiency and heart disease, large mediastinal tumors, congenital pulmonary cysts, or pulmonary lobectomy.
  - b. Passenger who has experienced respiratory diseases with significant respiratory distress at rest.
  - c. Passenger who has experienced spontaneous pneumothorax and exudative pleurisy with respiratory dysfunction in the past 21 days.
- (3) Digestive Diseases
- a. Passenger with gastrointestinal bleeding or has experienced gastrointestinal bleeding in the past 21 days.
  - b. Passenger with acute appendicitis, gastrointestinal ulcer disease with deep ulcers, mega hernias, or intestinal obstruction.
  - c. Passenger may unfit for air travel if one has experienced abdominal surgery in the past 10 days. However, if the journey exceeds 4 hours, the passenger may unfit for air travel within 20 days.
- (4) Skeletal Diseases
- a. Passenger with fractures secured in a plaster cast and weight-adjusted traction.
  - b. Passenger who has experienced surgery for fractures fixed in



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- plaster in the past 24 hours may unfit for air travel.
- c. Passenger who has experienced surgery for corrective jaw surgery.
- (5) Blood Diseases
- a. Passenger with severe anemia, traumatic hemorrhage, or hemoglobin levels below 75 g/L.
  - b. Passenger who has experienced onset of sickle cell anemia in the past 10 days.
- (6) Eye Diseases
- a. Passenger who has experienced cataract surgery and corneal laser surgery within the past 24 hours.
  - b. Passenger with other intraocular diseases or penetrating eye trauma is not suitable to air travel within 7 days.
  - c. Interventions for passenger with retinal detachment usually involve the introduction of gas by intraocular injections, which can cause an increase in intraocular pressure. Passenger shall not travel by air until all the gas has been absorbed. Passenger using Sulphur Hexafluoride (SF<sub>6</sub>) is unfit for air travel within 2 weeks. Passenger using Perfluoropropane (C<sub>3</sub>F<sub>8</sub>) is unfit for air travel within 6 weeks.
- (7) ENT Diseases
- a. Passenger who has experienced tonsillectomy within the past 10 days.
  - b. Passenger who has experienced middle ear surgery within the past 14 days.
  - c. Passenger with severe otitis media accompanied by blocked Eustachian tubes.

- d. Passenger with severe sinusitis with nasal obstruction, or Eustachian tube ventilation disorders.
  - e. Passenger whose ear and nose has acute exudative inflammation.
  - f. Passenger who has unhealed wounds after dental caries or tooth extraction.
- (8) Mental Disorder
- Passenger with demonstrative aggressive behaviors, or patient with epilepsy who are unaccompanied by a healthcare professional, or epileptic patient experienced a major seizure in the past 24 hours.
- (9) Infectious Disease
- Passenger with infectious disease that poses a threat to the health of other passengers or crew members.
- (10) Other Diseases and Situations
- a. Passenger in post-emergency shock, a coma, or suffering from intracranial hypertension, a traumatic brain injury, or a skull fracture accompanied by a coma or irregular breathing.
  - b. Passenger that requires a continuous supply of oxygen during the flight.
  - c. Passenger with post-diving decompression sickness.
  - d. Passenger with late-stage cancer.
  - e. Passenger who is intellectual impairment and whose behavior may be hazardous to himself/herself, flight crew members or other passengers.
  - f. Passenger who appears to be or are intoxicated or under the influence of drugs.
  - g. Passenger who appears to be or are poisoned.





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- h. Passenger who requires intravenous injection(s).
  - i. Passenger that is a stretcher patient but does not comply with the passenger air transportation safety regulations.
  - j. Passenger who is suffering from diseases requiring emergency medical treatment, and for which a doctor's certificate has not been presented and healthcare professional is not present prior to the flight.
  - k. Passenger with unstable vital signs due to various reasons, or those suffering from other diseases that are considered medically unsuitable to travel by air, or may deteriorate during air travel.
- 7.2 Treatments when Carriage Refused
- For passengers who have been refused transport, CSN will proceed in accordance with the following provisions:
- 7.2.1 For any passenger refused transport pursuant to Provisions 7.1.1, 7.1.8, 7.1.9, 7.1.3 shall be subject to involuntary refund of their purchased tickets.
  - 7.2.2 For any passenger refused transport pursuant to Provisions 7.1.10, passengers need to pay for the fares, fees, or taxes, or shall be subject to involuntary refund of their purchased tickets.
  - 7.2.3 For any passenger refused transport pursuant to subparagraph 7.1.11, 7.1.12, 7.1.16, CSN reserves the right to withhold the passenger's tickets, and if necessary, report to relevant authorities.
  - 7.2.4 Except as otherwise provided above, passengers shall be subject to voluntary refund.
- 7.3 Limitation on Carriage



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Unaccompanied minors, sick and disabled persons, the pregnant, the blind and deaf or prisoners and other special passengers, shall not be transported unless CSN and related carriers have approved them in advance and made the necessary arrangement under the conditions up to the transportation regulations of the company and the carriers concerned.

7.3.1 CSN only accepts passengers who are at least five years old and under twelve years old as unaccompanied minors. Unaccompanied minor service must apply to CSN in advance and proceed to associated procedures before they are allowed to travel.

7.3.2 Infants and children other than specified in 7.3.1 must be accompanied by another passenger who travels in the same class of service, and over 18 years old with full capacity for civil conduct and the ability to escort. There is a limit to the number of children and infants that can be accompanied by each person.

7.3.3 Passengers who apply for Wheelchair Cabin Seat (WCHC) or Wheelchair Steps (WCHS) must be accompanied by another passenger who travels in the same class of service, and over 18 years old with full capacity for civil conduct as well as the ability to escort

7.3.4 If passengers have any of the following situations, they are required to produce a medical certificate or certificate of diagnosis approved by CSN before purchasing a ticket and taking a flight:

- (1) Passenger who is travelling with premature infant incubators.



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- (2) Passengers who carry a compliant portable oxygen concentrator (POC) that is required for use in flight and is physically able to tolerate it.
  - (3) Passenger who travels by air will be dangerous to his/her health status or required special medical care in flight, including medical conditions not mentioned in 7.1.19 but may occur during the flight and lead to undesirable impacts on the health of the passengers and the safety of the flight.
  - (4) Passenger who suffers from a severe contagious disease but have taken precautionary measures to prevent infecting others.
  - (5) Mental patients who is considered stable by licensed medical institutions or medical staff recognized by CSN and is suitable for air travel after taking certain measures.
  - (6) Pregnant women with singleton pregnancy more than 36 weeks or multiple pregnancies of more than 32 weeks.
  - (7) Where CSN has reasonable grounds to believe that passengers with disability cannot safely complete air travel without medical assistance during the flight.

7.3.5 Medical certificates or certificates of diagnosis approved by CSN that refer to diagnoses of a patient's condition issued by a medical institution at the county or city level (or equivalent level), signed by a doctor of that institution and have received an official stamp of the official documents. When check-in or boarding, the passenger(s) may be required to provide relevant medical certificate. For special requirements related to medical certificates or certificates of diagnosis approved by CSN, such as the time of issue, please contact



CSN for more information.

- 7.4 **Passenger(s) must understand the possible risks of experiencing sudden illnesses during flight and bear any subsequent liabilities thereof, including the costs incurred by airlines of landing at a diversion airport. For passengers who are aware that their situation makes them unsuitable to fly, or passengers whose physical and mental conditions requiring special care, but who violate the conditions of this contract by concealing, deceiving, or misleading others of their situation, CSN reserves the right to pursue legal responsibility of the passenger.**



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**Article 8 Check-In and Boarding**

8.1 Miss a Flight

8.1.1 The check-in deadlines vary from one airport to another. Passenger(s) shall arrive at the airport sufficiently in advance of flight departure to permit completion of check-in procedures with valid identity documents that are the same as one used for purchasing the ticket.

8.1.2 If a passenger misses a flight for reasons not attributable to CSN, CSN may cancel the space reserved for the passenger in order not to delay the flight. CSN is not liable for any loss or expense incurred by the passenger as a result. If the passenger requests for change or refund, his/her ticket will be processed in accordance with the rules of voluntary change or voluntary refund; meanwhile the passenger may be required to pay no-show charge.

8.2 Fail to Board a Flight

8.2.1 The closing times of boarding gates differ according to flights. Passenger(s) shall proceed according to the closing time of the boarding gates at each airport and permit completion of boarding procedures.

8.2.2 If a passenger fails to board a flight not for reasons on CSN, CSN will provide voluntary change or voluntary refund pursuant to relevant provisions; meanwhile the passenger may be required to pay no-show charge.

8.2.3 If a passenger fails to board a flight due to reasons on CSN, CSN shall arrange the passenger travel on the next available flight. However, if the passenger request for refund, his/her ticket shall be handled pursuant to the provisions of



involuntary refund.

### 8.3 Board a Wrong Flight

If a passenger boards a wrong flight, CSN shall arrange the passenger travel on the next available flight to his/her correct destination listed on the ticket, or arrange the passenger return to the place of origin. If the passenger requests to stop travelling at the destination of the flight that wrong boarded, his/her ticket shall be handled pursuant to the provisions of involuntary refund.

### 8.4 Journey Abortion

In case that a passenger requests to abort the journey for personal reasons after the cabin door has been closed, the captain is entitled to refuse the passenger's request when the captain assesses that such behavior may cause a delay or a further delay of the flight and conflict with the interests of other onboard passengers, except for certain force majeure or the event of a sudden emergency of life-threatening illness of the passenger. Passengers who would not cooperate and subsequently disrupt the order on board as a result shall bear the corresponding legal consequences.



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**Article 9 Baggage**

9.1 Classification of Baggage

Baggage carried by CSN is classified as checked baggage and un-checked baggage based on the responsibility of transportation.

9.2 Items Unacceptable as Baggage

9.2.1 Dangerous goods, except those permitted by *Dangerous Goods Transportation Regulations of China Civil Aviation* and CSN's regulations, are forbidden to be carried by passengers either as or in carry-on baggage, checked baggage or on their person:

- (1) Explosives;
- (2) Gases, including flammable gases, non-flammable and non-toxic gases, toxic gases;
- (3) Flammable liquids;
- (4) Flammable solids, substances liable to spontaneous combustion; substances which, on contact with water, emit flammable gases;
- (5) Oxidizing substances and organic peroxides;
- (6) Toxic substance and infectious substances;
- (7) Radioactive material;
- (8) Corrosive substances;
- (9) Miscellaneous dangerous substances and articles, including environmentally hazardous substances.

9.2.2 Items prohibited by applicable laws, regulations or orders of any country to be flown from, to or over.

9.2.3 Items of which the weight, dimensions, configuration or nature make them unsuitable for carriage considered by



CSN.

- 9.2.4 Live animals, except as pets and service dogs that meet CSN's regulations.
- 9.2.5 Firearms and ammunition other than those approved or authorized by authority of the relevant country.
- 9.2.6 Lighters and matches.
- 9.2.7 Lithium metal batteries that contain lithium that exceed 8 grams, lithium ion batteries that rate energy exceed 160Wh. Equipment powered by lithium batteries and spare batteries that labelled not clearly or not for personal use.
- 9.2.8 Lithium battery-powered electronic vehicles, including those batteries are removed. Such vehicles refer to mobility aids powered by lithium batteries that carry people, which includes but not limit to airwheel, solowheel, hoverboard, mini-Segway, balance wheel.
- 9.2.9 Any item that a stranger asks to carry for him/her.
- 9.3 Items Unacceptable as Checked Baggage

The following items are not allowed to be transported as checked baggage:

- (1) All spare batteries, including lithium batteries, non-spillable batteries, nickel-metal hydride batteries and dry batteries;
- (2) Mobile power pack or power banks;
- (3) Electronic smoking devices (e.g. e-cigarettes).

CSN shall not be liable for any delay, loss or damage to the baggage due to actions related to baggage inspection carried out by relevant government departments, airport authorities or security inspection agencies in case of the above-mentioned items are contained in any checked





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baggage.

CSN shall refuse to accept or terminate the transportation at any time in case of any checked baggage is found to contain any of the above-mentioned items that are prohibited to be transported as checked baggage before handling or during transportation.

#### 9.4 Items Unsuitable as Checked Baggage

The following items that require personal care are not suitable to be carried as checked baggage or placed in checked baggage, whereas they should be brought into the cabin as unchecked baggage. If such items included in checked baggage are lost or damaged, CSN is liable for them only as common checked baggage.

- (1) Fragile items;
- (2) Perishable items;
- (3) Valuables, such as cash, valuable tickets, jewelry, precious metals and articles thereof, antiques, paintings, and samples, etc.;
- (4) Important files and documents;
- (5) Traveling documents;
- (6) Medical certificates, X-ray films;
- (7) Prescribed drugs that need to be taken regularly.

#### 9.5 Items with Limitation on Carriage

9.5.1 CSN has strict quantity restrictions and packaging requirements for the carriage of following items. They may be accepted as checked baggage only in accordance with CSN's regulations and with the consent of CSN.

- (1) Precision instruments and electric appliances shall be



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transported as cargo. If transported as checked baggage, such items have to comply with the packaging standards for international transportation of goods and the free baggage allowance will not apply to such items.

- (2) Sporting equipment, including firearms and ammunition for hunting and sporting purposes. The transportation of such firearms and ammunition shall be in accordance with applicable laws and regulations as well as CSN's regulations.
- (3) Weapons such as swords, knives, antique firearms, and similar items may be accepted as checked baggage, which will not be permitted in the cabin in accordance with CSN's regulations.
- (4) Dry ice for packaging fresh items;
- (5) Alcoholic beverage, liquids hand-carried by passenger(s);
- (6) Diplomatic envelopes, confidential files;
- (7) Animals or service dogs that meet CSN's regulations;
- (8) Electric wheelchairs used by passengers during air travel;
- (9) Baggage with irregular size and dimension (not includes certain types of special baggage such as snow sledding).

9.5.2 Items not suitable to be carried in cargo cabin such as delicate musical instruments and items that cannot fit the requirements of weight and dimension regulated by CSN, should be carried in passenger cabin as seat-taking baggage. Such items will be charged for extra fees separately and will be kept by the passenger(s).

9.5.3 Each representative of a government weather bureau or similar official agency may carry only one barometer or thermometer, mercury filled as unchecked baggage, and it



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must be packed in a strong outer packaging, which will prevent the escape of mercury from the package.

9.5.4 Medical or clinical thermometers which contains mercury can only be transported as checked baggage. One person can check-in only one of such thermometer in its protective case.

9.5.5 Passengers carrying portable electronic equipment powered by lithium batteries are required to meet the principle of personal use, and spare batteries must be compatible with the portable electronic equipment carried. Portable electronic equipment and spare batteries with lithium metal batteries that contain lithium that do not exceed 2 grams, or lithium-ion batteries that rate energy do not exceed 100Wh, are not required to be declared. Each person may be allowed to carry a maximum of 15 portable electronic devices and no more than 20 spare batteries as un-checked baggage. Portable electronic equipment and spare batteries that contain lithium metal batteries that exceed 2 grams but not exceed 8 grams, or lithium-ion batteries that rate energy exceed 100Wh but do not exceed 160Wh, are required to be declared at the time of check-in or boarding. Such kind of lithium metal batteries are only permitted for use in portable medical electronic devices (PMED), and spare batteries can only be carried in 2 pieces and only as un-checked baggage.

9.5.6 If an electronic device is to be transported in checked baggage, the device must be completely switched off. (Not in sleep mode or hibernation mode). All applications, alarms or preset functions that may activate the device must be completely turned off, and the device must be taken to



prevent unintentional activation.

- 9.5.7 For mobility aids that powered by lithium batteries (i.e. wheelchairs), passenger(s) should contact with operating carriers in advance and provide information on the type of battery installed as well as the handling procedures of the mobility aid (including instructions on how to insulate the battery). If the battery cannot be removed from the mobility aids or wheelchairs, it must be attached to the mobility aids or wheelchairs securely and disconnected from the electrical circuit. The mobility aids or wheelchairs must be transported as checked baggage. If the battery can be removed from the mobility aids, passenger(s) are responsible for dismantling and carrying into the passenger cabin. The battery removed from the mobility aid must not exceed 300Wh. Each passenger shall only carry a maximum of one spare lithium battery not exceeding 300Wh or two spare batteries with each one not exceeding 160Wh.

#### 9.6 Right to Refuse Carriage

In the exercise of CSN's discretion, CSN may refuse to carry a passenger or his baggage after informing the passenger. In this circumstance, the passenger will be entitled to a refund. Also, CSN may refuse to carry the passenger or his baggage for any of the following reasons:

- 9.6.1 CSN may refuse to carry or continue to carry a passenger's baggage if it contains the items listed in Provision 9.2, or if the checked baggage contains the items listed in Provision 9.3 or 9.4.
- 9.6.2 CSN may refuse to carry a passenger's baggage if the



- passenger has carried the items listed in Provision 9.5 and has failed or refused to comply with the conditions of carriage for CSN.
- 9.6.3 Unless advance arrangements for its carriage have been made by CSN, excess baggage may be transported with a subsequent flight.
- 9.6.4 Baggage without a security check.
- 9.6.5 CSN may refuse to carry a passenger(s) baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage.
- 9.6.6 The carriage of passenger(s) or passenger(s) baggage that violates applicable laws, regulations or orders of any country of origin, destination, stopover or overflight.
- 9.6.7 The carriage of passenger(s) or baggage may endanger or affect the safety, health, convenience, comfort of other passengers or crew members.



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**Article 10 Flight Schedules, Changes and Cancellations**

10.1 Flight Schedules

10.1.1 CSN will make every effort to transport passenger(s) and their baggage with reasonable dispatch in accordance with the published schedule times valid at the date of travel.

10.1.2 **Unless the loss is caused by intentional or reckless acts or omissions with knowledge of the possibility of loss, CSN shall not be liable for errors or omissions in timetables or other published schedules. Any statement given by an airline employee, agent or representatives of CSN in respect of departure or arrival times, dates, or any flight status is for information only, CSN shall not be liable in respect thereof.**

10.1.3 **Flight times and aircraft types shown on published schedules are subject to change between the date of publication and the date of the actual commencement of travel by the passenger. Such flight times or types are not guaranteed by CSN and form no part of this contract between CSN and the passenger.**

10.1.4 Prior to CSN accepting passenger(s) reservation for a flight, CSN will notify the passenger(s) of the scheduled flight time in effect as of that time, and it will be shown on ticket. **It is possible CSN may need to change the scheduled flight time after the ticket has been issued. If passenger(s) can provide CSN with their contact information, CSN will endeavor to notify each passenger(s) of any such changes. If CSN makes a significant change to the schedule flight time after tickets are purchased, passenger(s) will be**



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**entitled to an involuntary change or involuntary refund in accordance with Provision 11.2 or 12.7. If the passenger proposes to change or refund the ticket again due to passenger reasons after the alternative flight has been confirmed, the rules of voluntary change or voluntary refund shall apply.**

10.2 Flight Cancellations and Changes

10.2.1 CSN reserves the right to cancel, terminate, alter, postpone or delay any flight without prior notice due to the following reasons:

- (1) In order to comply with any law, government regulation, order, directive or requirement; or
- (2) For security of the flight; or
- (3) As a result of any conditions beyond CSN's control or any fact not able to be foreseen by CSN.

10.2.2 CSN cancels or departure delays flights due to any of the reasons provided in Provision 10.2.1, and therefore fails to provide reserved seat (including the reserved class), or fails to stop at passenger(s) stopover or destination, or causes a mis-connection with the reserved consecutive flight, CSN should take into account the passenger(s) reasonable needs and undertake the involuntary changes and involuntary refunds procedure for the passenger(s) in accordance with Provision 11.2 and 12.7.

10.2.3 **Remedies provided in Provision 10.2.2 are all the options available for passengers. Unless otherwise provided in other compulsory and prohibitory laws, administrative regulations and Conventions, CSN shall assume no**



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**further liability.**

- 10.2.4 CSN will take all necessary measures to avoid delays in carrying passenger(s) and his/her baggage. CSN shall not be liable if it proves that CSN has taken all necessary measures or it is not possible for CSN to take such measures.
- 10.3 Services for Irregular Flights
- 10.3.1 If flights are delayed or cancelled at the point of origin due to such CSN reasons as aircraft maintenance, flight readjustment, or flight crew, CSN shall provide passenger(s) with meals or accommodations according to the specific regulations concerned.
- 10.3.2 If flights are delayed or cancelled at the point of origin due to non-CSN reasons including but not limited to: weather, emergencies, air traffic control, airports, or passenger(s), CSN shall assist passenger(s) in arranging meals or accommodations at the passenger(s) expenses.
- 10.3.3 CSN shall be responsible for providing accommodations to the transit passenger(s) if flights are delayed or cancelled at an alternate landing place or transit point, for any reason.
- 10.3.4 When flights are delayed or cancelled, CSN and CSN's ground service agents will explain and inform passenger(s) promptly regarding the latest information of flights' delay or cancellation.
- 10.3.5 **The 'delays' referred to in this Provision means the actual departure time of the aircraft push-back from departure gate (i.e. the wheel blocks have been removed) exceeds 15 minutes later than the flight scheduled departure time, excluding the case that due to flight**





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**schedule change leading to the flight departure time later than the original planned departure time.**

**The ‘cancellation’ referred to in this Provision means the situation where the flight plans terminate due to anticipated flight delays or the delays result in the termination of the flight plans, not including cases where the flight occurs scheduled change or terminated by other reasons.**

10.4 Compensation for Flight Delays

If flights are delayed due to such CSN reasons including, but not limited to: aircraft maintenance, flight readjustment, or flight crew, CSN will provide compensation to passengers based on the actual delay time.

10.4.1 Compensation for ¥200 RMB per passenger will be provided for whose flights delay exceed four hours (inclusive) but within eight hours.

10.4.2 Compensation for ¥400 RMB per passenger will be provided for whose flights delay exceed eight hours (inclusive).

10.4.3 Where the above compensation standards are inconsistent with applicable local laws and regulations, they shall be executed in accordance with local laws and regulations.

10.4.4 **The ‘flight delays’ referred to in this Provision means the arrival time of the aircraft arrive at the destination gate (i.e. the wheel blocks have been placed) exceeds 15 minutes later than the flight scheduled arrival time, excluding the case that due to flight schedule change leading to the flight arrival time later than the original planned arrival time.**

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## **Article 11 Changes to Passenger Tickets**

- 11.1 Voluntary Change
- 11.1.1 Voluntary change means that a passenger requests for a change in the ticket for his/her own reasons.
- 11.1.2 If a passenger, after purchasing a ticket, requests a voluntary change, CSN and its authorized agents shall handle the request on the condition that there are seats available and in accordance with fare regulations. The fare will be re-calculated for voluntary change. If the change results in an increase of fare price, the passenger shall pay the fare difference. If the change results in a decrease of fare price, the provisions of voluntary refunds may apply and the passenger will re-purchase a new ticket based on the changed class or fare, or the passenger may continue journey with the original fare price. For taxes and fees, there will be refund for any overpayment or a supplemental payment for any short falls.
- 11.1.3 If a passenger, after purchasing a ticket, requests a voluntary change of carrier, when the purchased ticket and applicable fare have no endorsement restrictions, and the consent of the receiving carrier is already obtained, CSN and its authorized agents may endorse the ticket. For passenger(s) who request a change of carrier but do not meet the above requirements, it shall be proceeded in accordance with the provisions of voluntary refund.
- 11.1.4 Unless otherwise specified, accompanied children paying children fare and infants occupying seats shall be charged change fees the same as adults. Infants not occupying seats



are exempt from change fees.

11.1.5 Unless specially authorized by CSN, CSN authorized agents are not allowed to deal with endorsement formalities for passengers.

## 11.2 Involuntary Change

Involuntary change means that the change in ticket due to flight cancellation, delay, early departure, changing in flight segments, changing in class of service or inability of a carrier to operate the original flight.

11.2.1 If a passenger traveling with CSN's flight requests involuntary change due to non-CSN reasons, CSN shall adopt one of the following measures by considering reasonable requests of the passenger:

11.2.1.1 Give priority to arranging available seats on CSN flights for passengers.

11.2.1.2 When ticket conditions permit, make endorsement to another carrier after getting consent from the passenger and carriers concerned.

11.2.1.3 Reroute the passenger to the destination or point of stopover by CSN operating flights. Refund the passenger any overpaid amount in ticket fare and excessive baggage fee, but do not require the passenger to pay for any short falls.

11.2.2 If a passenger travelling with CSN's flight requests involuntary change due to CSN reasons, CSN shall adopt one of the following measures by considering reasonable needs of the passenger:

11.2.2.1 Give priority to arranging available seats on CSN flights for passengers.



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- 11.2.2.2 When ticket conditions permit, make endorsement to another carrier after getting consent from the passenger and carriers concerned.
- 11.2.2.3 Reroute original ticket, arrange the passengers to the destination or point of stopover by CSN operating flights or other carriers', or by other means of transportation mutually agreed with both parties. Refund the passenger any overpaid amount in ticket fare, excessive baggage fee, and/or other service charges, but do not require the passenger to pay for any short falls.
- 11.2.3 If a passenger does not accept arrangement made by the carrier when involuntary change occurs, the passenger is allowed to change the flight once for free. The date range of such change can be 7 days before or 14 days after the original flight date of the changed flight or the subsequent flight. If there is no available CSN flight within the date range, free change to the next available flight is allowed, but only for once. Any change beyond this range will be processed as involuntary refunds or voluntary changes.
- 11.2.4 In the case of a connecting flight, if a passenger is unable to complete the entire journey within the agreed timeline due to the change of one or several segments, CSN as the contracting carrier shall assist the passenger to arrive at the destination or the airport for a stopover.



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## Article 12 Refunds

### 12.1 General Rules

12.1.1 On failure by CSN to provide carriage in accordance with the contract of carriage, or where a passenger(s) requests a voluntary change of his or her arrangements, a refund for an unused ticket or portion thereof shall be made by CSN in accordance with CSN's Regulations.

12.1.2 Application for refund will only be accepted when the coupon's status is OPEN FOR USE, meaning that the flight coupons can be used effect, and the proof of payment is provided by the passenger(s).

12.1.3 The passenger(s) who has printed the e-ticket itinerary/receipt shall present it when requesting a refund.

12.1.4 When refunding a ticket combining different fares, refund shall be processed according to the most restricted rules of applied fares.

12.1.5 If passenger(s) stop the journey at the stopover voluntarily, the fare of unused flight coupons will not be returned.

### 12.2 Person to Whom Refund Will be Made

12.2.1 CSN shall be entitled to make a refund to the person named in the ticket.

12.2.2 If a ticket has been paid for by a person other than the passenger(s) named in the ticket, and CSN has indicated on the ticket that there is a restriction on refund, the refund will be made only to the person paying for the ticket or to that person's order.

12.2.3 The person shall present his/her valid identity document when request a refund. If the person requesting refund is not



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the passenger named on the ticket or the person who has paid for the ticket, the person shall present a valid identity document for the passenger or the person who has paid for the ticket and a refund authorization letter, along with his own valid identity document.

12.2.4 In accordance with Provision 12.1, a refund made to anyone holding himself as a person to whom refund may be made in terms of Provision 12.2.1, 12.2.2 or 12.2.3 shall be deemed a proper refund; meanwhile shall discharge CSN from liability and any further claim for refund.

12.3 Time Limit for Refunds

**Refunds must be applied no later than 13 months after the date of commencement of travel or the date of issuance (for totally unused ticket). Application for refund will not be accepted after the time limit.**

12.4 Place of Refunds

12.4.1 For voluntary refunds, tickets shall be proceeded in the original place of purchase or channel, while exchanged tickets shall be proceeded in the place of exchange or channel. For involuntary refunds, tickets shall be handled at CSN's direct sales office in the place where the ticket was originally purchased, or at the point of origin, destination or stopover, or where the passenger has requested the refund, or at CSN's authorized sales agents in the place where the cause of involuntary refunds occurred.

12.4.2 When passenger(s) applies for refund in a place other than the original place of issuance, the CSN's sales office which is to process refund shall obtain authorization from the



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original place of issuance, and refund in the local currency at that day's BSR according to the refunded amount provided by original place of issuance.

12.5 Currency

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refunds will generally be made in the currency in which the ticket was paid for or in another currency in accordance with CSN's regulations.

12.6 Voluntary Refunds

Voluntary refunds mean that a passenger requests a ticket refund for his/her own reasons. Voluntary refunds shall be handled in accordance with the following rules:

12.6.1 If no portion of the ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees according to the Conditions for the Use of Air Ticket.

12.6.2 If a portion of the ticket has been used, the refunds will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, and subtract refund fees and no-show fees if any, according to the Conditions for the Use of Air Ticket.

12.6.3 Special regulations will be applied to the ticket with a special fare paid.

12.6.4 Unless otherwise specified, accompanied children and infant (occupying a separate seat) deduct refund fees as adults. For



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infant not occupying a seat will not deduct refund fee.

## 12.7 Involuntary Refunds

Involuntary refunds mean that the refund of tickets due to flight cancellation, delay, early departure, changing in flight segments, changing in class of service or incapability of a carrier to operate the planned flight. Involuntary refunds will be administrated with the following rules:

12.7.1 If no portion of the ticket has been used, an amount equal to the fare paid including taxes and charges shall be refunded, without charging refund fee.

12.7.2 If a portion of the ticket has been used, subtract the amount of corresponding fare on the used sectors and subtract the amount of used taxes and charges, and refund the remaining amount. The refunded amount shall not be higher than the amount paid. No refund fee shall be charged.

12.7.3 If the flight lands at an airport other than the appointed stopover and flight of the same day is cancelled, and if the passenger demands for refund, fare from the landed airport to the destination at the same discount rate with the original paid fare shall be refunded, but the refunded amount shall not be higher than the paid amount; no refund fee shall be charged. Applicable carrier fare from landed airport to destination shall be chosen on priority.

If there are no published fares from landed airport to destination, fare of other means of transportation from landed airport to destination shall be refunded. Where there is more than one applicable fare of a same means of transportation, the medium one shall be chosen.



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12.7.4 **Change fee shall be paid by passenger who requires flight change of his/her own will. When the changed flight is not performed as scheduled, the ticket can be refunded free of charge while the previously paid change fee shall not be refunded.**

12.8 Refund to Credit Card or Debit Card Accounts

If a passenger pays for the ticket by a credit or debit card, the ticket can only be refunded to the original card account. The refundable amount to be paid by CSN will be in accordance with this Provision, on the basis of the amount originally paid by passenger and the currency entered in the ticket. If there's any difference of amount caused by currency exchange, the passenger is not entitled to claim damages to CSN for this difference.

12.9 Refund of Taxes, Fees and Charges

Ticket refunds shall be made together with the refund of the taxes and charges paid by the passenger at the time of ticket purchase which has not yet occurred and is refundable. Taxes and charges of ticket which is non-refundable or has no applicable remaining amount for refund can also be refunded alone without extra charge, but must be applied for ticket refund before the time limit of refund.



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## Article 13 Overbooking Handling Procedure

### 13.1 Overbooking Notices

13.1.1 In order to reduce seat wastage due to temporary cancellation of travel by some passengers, CSN may conduct appropriate overbooking on certain flights to fulfill more passenger(s) travel needs.

13.1.2 **In some cases, overbooking may result in a flight in which CSN cannot accommodate one or more passenger(s) with confirmed reservations. CSN will ask passenger(s) to willingly/voluntarily give up their confirmed itineraries in exchange for compensation and services that agreed upon by both CSN and passengers. If there are not enough volunteers willing to give up their seats, CSN may involuntarily deny boarding to one or more passengers on the overbooking flight according to the boarding priority rules, and provide appropriate compensation and services.**

### 13.2 Scope of Application

CSN's overbooking handling procedures apply to flights that CSN is the operating carrier.

### 13.3 Request for Volunteers

13.3.1 In the event that some passengers may be unable to travel due to overbooking, CSN will request volunteers among the following passengers.

- (1) The passenger who has confirmed and reversed a seat on the flight.
- (2) The passenger who has a valid ticket.
- (3) The passenger who meets the basic requirements for air



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travel.

- (4) The passenger who arrives at the check-in counter before check-in deadlines.
- (5) The passenger who is willing to accept the compensation treatments provided by CSN and give up the reserved seat.

### 13.3.2 Solicitation Procedures

- (1) CSN will publish an announcement at the airport and request passengers to voluntarily give up their seats on overbooking flights.
- (2) After obtaining the consent of volunteers, the compensation procedures will be carried out for the passengers and the passengers will fill in the ‘*Compensation and Release of Liability for Involuntary Passengers Abandoning the Flight*’.
- (3) If there still are available seats before the departure of the overbooking flight, the volunteers can continue their original journey.
- (4) If the volunteers are not able to board the overbooking flight, compensation and service will be provided according to the standard agreed by both CSN and volunteers.

### 13.4 Boarding Priority Rules

**If there are not enough volunteers, CSN may involuntarily deny boarding to one or more passenger(s). Boarding priority is given to certain passengers, including to those who:**

- (1) **Are on urgent national business.**
- (2) **Have special service needs, such as the elderly, young, sick, disabled, pregnant and unaccompanied children/youth, as agreed by CSN and arranged in**



**advance.**

- (3) **Holding First or Business Class tickets.**
- (4) **Members of China Southern Airlines Platinum, Gold and Silver Sky Pearl Club cards.**
- (5) **Have booked seats on connecting flights with a short connecting time.**
- (6) **Can prove that they have special difficulties and are required for air travel.**

13.5 Overbooking Compensation and Service

13.5.1 If passengers voluntarily give up their itineraries or are involuntarily denied boarding due to overbooking, CSN will first arrange the earliest available flight for the passengers, or proceed an involuntary refund.

13.5.2 For ticketed volunteers who relinquish their seats, compensation and services will be provided according to the standard agreement by both CSN and the respective volunteers.

13.5.3 **For passengers who are involuntarily denied boarding according to the boarding priority rules, CSN will provide overbooking compensation according to the following standards:**

13.5.3.1 Compensation standards when CSN can arrange flights in the same day:

Types of Overbooking Flights	Standards of Treatment (RMB)
Domestic China	650 CNY
Between the mainland of China and Hong Kong, Macao	650 CNY
Between the mainland of China and	1400 CNY



Taiwan	
Between China and other Asian country, Middle East	1400 CNY
Between China and Americas, Oceania, Europe, Africa (except Middle East)	2100 CNY

13.5.3.2 Compensation standards when CSN cannot arrange flights in the same day:

Types of Overbooking Flights	Standards of Treatment (RMB)
Domestic China	Highest amount between 50% of fare amount and the standards listed in 13.5.3.1
Between the mainland of China and Hong Kong, Macao and Taiwan	Standards listed in 13.5.3.1
International	Standards listed in 13.5.3.1

13.5.3.3 For passengers who cannot be accommodated to departing flights in the same day, CSN will provide accommodation and meals with free of charge.

13.5.3.4 If passengers request ticket refund, in addition to the involuntary refunds, CSN will provide compensation in accordance with the standards in 13.5.3.1.

13.5.4 Where the above-mentioned standards of compensation or service are inconsistent with applicable and compulsory laws and regulations, the applicable laws and regulations shall prevail.



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## Article 14 Conduct During Air Travel

### 14.1 General Rules

If passenger(s) conducts himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, CSN reserves the right to take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger. Passenger(s) may be disembarked and refused onward carriage at any point and passenger(s) may be legally prosecuted for offences committed on board the aircraft.

### 14.2 Handling of the Unlawful Interference and Disturbance Behavior

14.2.1 Unlawful Interference refers to the act that endangers civil aviation safety or the act actions that has not been successfully taken to endanger civil aviation safety, including but not limited to:

- (1) Illegally hijacking aircraft;
- (2) Damaging aircraft in use;
- (3) Detain hostages on aircraft or in an airport;
- (4) Thrust in the aircraft, airport or aviation facilities;
- (5) Bring weapons or dangerous devices into aircraft or airports, attempting to commit crimes;
- (6) Use in-service aircraft to cause into the death, severe personal injury, or severe damage to property or environment;



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- (7) Spread false messages endangering the safety or passengers, flight crew, ground staff or public on aircraft in air or on the ground, at airport or civil facilities.

14.2.2 The Disturbance Act refers to those behaviors in which passenger(s) fails to follow the action specification, or fails to follow the instruction of crew members and therefore disturb the ‘natural order’ in the cabin, including but not limited to:

- (1) Occupation of any passenger seat or overhead stowage bin by physical forces;
- (2) Fighting and quarrel;
- (3) Use the mobile phones or other prohibited electronic devices in violation of regulations;
- (4) Stealing, willful damage or unauthorized movement of life-saving articles and other aviation facilities and equipment or forced opening of the emergency cabin door;
- (5) Smoking (including electronic cigarettes) or use of kindling materials;
- (6) Indecency or sexual harassment of any person within the cabin;
- (7) Dissemination of obscene articles and other illegally printed materials;
- (8) Interference with the performance of crew members’ duties;
- (9) Other acts disturbing the order on an aircraft.

#### 14.2.3 Handling Procedures

In accordance with the national laws and civil aviation rules, if the Unlawful Interference and Disturbance Behavior finds that the actions of one or more passengers within the cabin



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causes a clear violation of applicable laws, CSN shall make necessary measures to stop, subdue or restrain the passengers and require them to leave the aircraft before takeoff or after landing. CSN have the right to claim for damages based on the conduct of the parties involved.

For passengers who disturb the order in the aircraft or civil aviation transportation, jeopardize the personal and property safety of passengers and crew members, endanger the flight safety or public safety, do not listen to the crew's dissuasions or warnings, set off the smoke alarms due to smoking, or impede the performance of their duties by the crew members, CSN will call the police to deal with the matter when necessary and hand it over to the public security authorities or the judicial authorities.

- 14.3 Forbidden Use and Restrictions on Portable Electronic Devices (PED)
  - 14.3.1 General Rules
    - 14.3.1.1 The use of Portable Electrical Devices that meet the requirements is allowed during flights on CSN.
    - 14.3.1.2 In course of flight, PED cellular mobile communication functions (voice and data) must be turned OFF. The PEDs (e.g., smartphones) with airplane mode function, may use WIFI and Bluetooth function, but shall activate/turn ON airplane mode (i.e., turning off cellular mobile communication function).
    - 14.3.1.3 During the flight, if electronic disruption has been found and doubted that the influence comes from operated portable electronic device of the crew, PIC and his authorized





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personnel have the right to require such occupants to turn off the portable electronic devices. Cases of gross violation shall be immediately referred to local police authority or judicial organ after landing.

14.3.2 Requirements for the use of PED

14.3.2.1 The electrical devices that allowed to be used during the whole flight, include but not limited to:

- (1) Portable tape recorder;
- (2) Hearing aid;
- (3) Heart pacemaker;
- (4) Electronic shaver;
- (5) Life-sustaining electrical equipment (devices) that do not affect the aircraft's navigation and communication system.

14.3.2.2 The PED devices that are prohibited for use in-flight, include but are not limited to the following:

- (1) Mobile phones not furnished with airplane mode (device only furnished with cellular mobility communication function such as voice and data, as well as watches provided with mobile phone functions);
- (2) Walkie-talkie.
- (3) Remote control device (remote control toy and other electrical equipment with remote control device).

14.3.2.3 In following flight phases, it is forbidden to use other portable electrical device than those electrical devices that are allowed for use during the course of flight:

- (1) Within 20 minutes after aircraft takeoff, and within 30 minutes prior to landing.
- (2) Flight phase in low visibility.



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- 14.3.3 The Requirements of Storage, Safekeeping, and Emergency Operation on PED
- 14.3.3.1 Large PED devices (that have the sum of three edges including length, width and height) of its contour size which shall be above 31 cm. For example: portable computers, PADs, shall be safely stowed so that no risk is arisen in the turbulence, impact, or emergency evacuation.
- 14.3.3.2 Small PED devices (the sum of three edges include length, width, and height) of its contour size below 31 cm, for example, e-book and mobile phone) is just subject to appropriate securing method by the passenger(s).
- 14.3.3.3 PED accessory (for example: headset and recharge wire) shall be safely stowed during critical flight phase, such as aircraft taxi, takeoff, descent, and landing, and cannot obstruct emergency evacuation in emergency condition.
- 14.3.3.4 The electrical power of PED in personal baggage or overhead compartment shall be turned off.
- 14.3.3.5 Prohibited Use of Power Banks
- The power banks should be turned off in the aircraft. Using and charging the power banks is prohibited in the aircraft.
- 14.4 Non-Smoking Flights
- All CSN flights are non-smoking flights. Smoking cigarette, electronic cigarette and similar product is prohibited in all areas of the aircraft.
- 14.5 Restriction on Alcoholic Drinks
- While aboard aircraft, passengers are not allowed to consume any alcoholic drinks other than those provided by CSN.



- 14.6 Compulsory Use of Seat Belts
- 14.6.1 When passengers are seated on board the aircraft, passengers have the obligation to fasten their seat belt during the entire flight.
- 14.6.2 An infant may be carried by an adult or use an infant seatbelt.



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## Article 15 Passenger Services

### 15.1 General Rules

15.1.1.1 Except as otherwise specified, CSN does not provide passenger(s) with such ground carriage as transportation within the airport area, between airports or between airports and urban areas. CSN is not responsible for the actions of certain service providers or for any assistance given by any authorized agents or representatives of CSN in obtaining this service for the passengers.

15.1.1.2 Except as otherwise specified, ground accommodations and meals at the connecting point of connecting flights shall be at the expense of each passenger.

### 15.2 Additional Optional Services

15.2.1 Additional optional services, are those services, other than passenger air transportation, provided to a passenger for which there may or may not be a charge. In addition to the services that must be provided free of charge, on some routes or in different service scenarios, CSN provides passenger(s) with paid services, including but not limited to paid seats and meals. Passengers who are interested can purchase such additional products with cash or FFP mileage via CSN's effective distribution channels.

15.2.2 CSN will announce related content of additional optional services through public channels such as the official website prior to the new product launch. These include, but are not limited to: product types, standards, prices, applicable conditions, purchase and changes and other related information. Above content and information are subject to



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- the final announcements published by CSN.
- 15.2.3 After a passenger(s) purchases additional optional services, CSN will provide the passenger(s) with following information, which includes, but not limited to: passenger name, flight number, date of travel, specified service and related information involved in the purchased service.
- 15.2.4 When purchasing additional optional service products, passenger(s) should provide true and valid contact information in order that they could receive notification SMS or phone calls from CSN under special circumstances.
- 15.2.5 At the time of check-in, passenger(s) should proactively present additional service confirmation via SMS, e-mail, purchased order details, or verbally inform the staff whether they wish to use the purchased additional service products.
- 15.2.6 If certain additional service rules are against laws or regulations, the corresponding laws and regulations shall prevail.
- 15.2.7 If passengers are unable to use their purchased additional service products due to CSN reasons, involuntary refunds would be proceeded after confirming that the additional service product has not been used.
- 15.2.8 If passengers are unable to use their purchased additional service product due to non-CSN reasons, rules regarding the additional service product would be apply after confirming that the additional service product has not been used.
- 15.2.9 If CSN arranges services for passengers other than air transportation that provided by a third party, or issues a ticket or voucher relating to such transportation or services as



ground transportation, hotel reservations or car rental that shall be provided by a third party (services other than carriage by air), in such cases CSN only performs as an agent of passengers and takes no responsibility for the availability or the quality of these services. The terms and conditions of the third-party service provider will apply thereof.

- 15.2.10 If CSN provides ground transportation to passengers, these Conditions shall not apply to such ground transportation.



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## Article 16 Administrative Formalities

The passenger(s) are required to check the relevant entry and exit regulations of the points of origin, transit and destination. Passenger(s) shall be solely responsible for complying with all provisions of laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with CSN's Regulations and instructions. **If passenger(s) fail to comply with the relevant regulations and are unable to take the flight or arrive at their destinations, CSN shall not be liable for any losses incurred as a result.** CSN shall not be liable for any aid or information given by any agent or employee of CSN to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

- 16.1 Passenger(s) shall present all exits, entry, health and other necessary documents required by laws, regulations, orders, demands or travel requirements of the countries concerned, and permit CSN to take and retain copies thereof. **CSN reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or travel requirements or whose documents fail to comply with relevant requirements, or who does not permit CSN to take and retain copies thereof.**



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- 16.2 Passenger(s) agrees to pay the applicable fare whenever CSN, on Government order, is required to return a passenger to his/her point of origin or elsewhere, owing to the passenger(s) inadmissibility into a country, whether of transit or of destination. CSN may apply to the payment of such fare any funds paid to CSN for unused carriage, or any funds of the passenger in the possession of CSN. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by CSN.
- 16.3 If CSN is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger(s) failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger(s) shall on demand reimburse to CSN any amount so paid or deposited and any expenditure so incurred. CSN may use towards such expenditure any funds paid to CSN for unused carriage, or any funds of the passenger(s) in the possession of CSN.
- 16.4 Passenger(s) shall submit to any security checks by the government, airport officials or CSN. CSN may refuse to carry passenger(s) who has refused to undergo all security check and baggage without a security check.
- 16.5 To ensure transportation safety, CSN is entitled to require the passenger to accept a security inspection of his/her baggage. If necessary, it may also inspect the passenger's baggage without his/her presence. If the passenger does not accept such inspection, CSN reserve the right to refuse the transportation.





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- 16.6 The passenger(s) shall present when relevant government departments are required to inspect their baggage. CSN is not liable to the passenger(s) for any loss or damage suffered by the passenger(s) due to the failure of complying with this requirement.



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**Article 17 Liability for Damage and Compensation Limit**

17.1 General Rules

17.1.1 International carriage is as defined in the Montreal Convention subject to the liability rules of the Montreal Convention. Where international carriage is not subject to the liability rules of the Montreal Convention, CSN's liability for any damage with respect to the carriage of passengers and baggage shall be as set forth in the Warsaw Convention.

17.1.2 In carriage which is not international carriage to which the Convention applies:

Except in the case of acts or omissions (done recklessly with intent to cause damage and with knowledge that such damage would probably result), in case of death or bodily injury of a passenger, or of destruction or loss of, or damage to checked baggage or cargo, or of damage occasioned by delay in the carriage by air of passengers, baggage or cargo, the liability of CSN shall be limited to the applicable law.

17.1.3 In the case of transportation to which the Convention applies:

17.1.3.1 Carriage conducted by CSN and other carriers according to one ticket or consecutive tickets shall be regarded as a single carriage. Nevertheless, with respect to checked baggage, passenger(s) may make a claim against the first or last carrier shown on the ticket or baggage check.

In the case of a codeshare flight where CSN is the carrier operating the flight, but does not issue the ticket, CSN is liable only for damage occurring on its own operating flight.



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- If CSN issues the ticket for a codeshare flight, it is liable for baggage claims even in cases where the baggage is being carried by another operator. Except as provided above, CSN issuing a ticket or checking baggage over the lines of another carrier does so only as agent for such other carrier.
- 17.1.3.2 CSN is not liable for damage to unchecked baggage unless such damage is caused by CSN's fault, or the fault of CSN's servants or agents.
- 17.1.3.3 If the damage is caused by the passenger(s) fault, according to the relevant laws and regulations, the liability of CSN shall be exempted or reduced accordingly.
- 17.1.3.4 CSN is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the passenger to comply with the same.
- 17.1.3.5 If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned.
- 17.1.3.6 The liability of CSN shall not exceed the amount of actual loss of the passenger(s). **CSN shall furthermore not be liable for indirect or consequential damages.**
- 17.1.3.7 CSN is not liable for injury to a passenger(s) or for damage to a passenger(s) baggage caused by property contained in such passenger(s) baggage. Any passenger(s) whose property causes injury to another person or damage to another person's property or to the property of CSN shall indemnify CSN for all losses and expenses incurred by CSN as a result



thereof.

17.1.3.8 If items attached to or within checked baggage as listed in Provision 9.4 are lost or damaged, CSN is only liable according to the limitation of damage for general checked baggage.

17.1.3.9 If a passenger(s) is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, CSN shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition,, unless the illness, injury, or disability is the result of an “accident” which is defined by Article 17 of Montreal Convention.

17.2 Compensation for Baggage

17.2.1 Compensation Limit

17.2.1.1 According to Warsaw Convention, in the event of baggage destruction, loss, damage or delay that happens during international baggage carriage, the compensation limit for each kilo is 17 special drawing rights.

According to the Montreal Convention, in the event of baggage destruction, loss, damage or delay that happens during international baggage carriage, the compensation limit for each passenger is 1288 special drawing rights.

17.2.1.2 In the case of flights subject to the Warsaw Convention, if the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned, as provided in CSN’s Regulations.



- 17.2.2 Time Limitation on Claims and Actions
- 17.2.2.1 Notice of claims
- (1) No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to CSN forthwith after the discovery of the damage, and, at the latest, within seven working days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one working days from the date on which the baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid.
- (2) Any claims should be raised in written form within time limit, or no compensation should be raised towards CSN.
- 17.2.2.2 Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.



## Article 18 Customer Service Complaints

### 18.1 Channels for Filing Complaints

Customer compliments and complaints may be made by calling a hotline (service hours: 7×24) or via e-mail to the following:

- Calls within Mainland China: 95539-1-9
- Calls outside Mainland China: +86 4008695539-1-9
- Email address: [customerservice@csair.com](mailto:customerservice@csair.com)



**Article 19 Effectiveness and Modification**

- 19.1 These Conditions shall come into force and apply from 31 August 2023, meanwhile The General Conditions of International Carriage for Passengers and Baggage of China Southern Airlines Company Limited issued on 1 July, 2023 is abolished.
- 19.2 CSN may modify these Conditions without notice according to the routing procedure of CAAC. This modification will not apply to the passengers who have purchased tickets before such modification.
- 19.3 No agent, employee or representative of CSN has authority to vary, modify or waive any provision of these Conditions.