

General contractual conditions of the holiday package

(valid for cruises departing from the 1st April 2017)



GENERAL CONTRACTUAL CONDITIONS OF THE HOLIDAY PACKAGE

Since the general contractual conditions are updated from time to time in line with changes in the relevant legislative requirements, we recommend that our Guests read the version applicable at the time of booking as published on our website www.costacruise.com or available at their Travel Agent's.

1. APPLICABLE REGULATIONS

1.1 This holiday package sales contract, which includes a cruise, is understood to be regulated both by these general terms and conditions and by any other terms and conditions contained in leaflets, pamphlets and brochures published by the Organizer and other documents provided by the Organizer to Passengers.

1.2 This contract is also governed by Italian law in accordance with the mandatory regulations in force concerning consumer protection (Directive no. 90/314/EEC and Legislative Decree no. 206 of September 6, 2005), the Italian State Code of Travel and Tourism Regulations (Legislative Decree no. 79 of May 23, 2011, hereinafter "the Tourism Code") as well as, where applicable, national and international regulations concerning the individual services comprising the holiday package.

1.3 In the event that any provision of these general contractual conditions is null and void or ineffective in some way, such invalidity shall not affect the validity and enforceability of the remaining provisions of these general terms and conditions.

2. CLOSURE OF THE CONTRACT

2.1 Booking requests shall be made using the specific form (which may be submitted electronically), completed in full and signed by the Passenger.

2.2 Holiday packages purchased online are understood, for all legal purposes, to be offered for sale in Italy and the associated contracts are understood to be entered into in Italy.

2.3 The acceptance of bookings is subject to availability of places and the booking process is understood to be completed, with consequent closure of the contract, only upon confirmation by the Organizer (which may be given online) and subject to payment of the deposit by the Passenger as per 3.1.

2.4 Promotions or offers including particularly favorable conditions different from those published in the brochures are subject to limits in terms of time and availability, according to the criteria established by the Organizer from time to time at its absolute discretion.

2.5 Travel Agencies that hold a valid license act as intermediaries pursuant to Art. 33, par. 1b) of the Tourism Code and may issue the Passenger with a copy of the contract only if the booking has already been confirmed by the Organizer, as per 2.3.

2.6 In the event of a single booking made for several people listed together, the person making the booking guarantees that they have the necessary power to act on behalf of all the members of the group and, in any event, that all the contractual obligations will be fulfilled by all the people listed in the booking.

2.7 Booking requests made by minors will not be accepted. Without prejudice to 2.6, bookings for minors shall be made by their parents or guardians or by other adults having the necessary power. Such bookings will be accepted only if the minor is travelling with at least one parent or with their legal guardian or another adult with a legal claim to the child.

2.8 Due to cruise ships' lack of facilities and the risk of premature labor, passengers are not permitted to travel if they will have entered the 24th week of their pregnancy by the beginning of, or at any time during the cruise. At the time of boarding, all pregnant women are required to produce a medical certificate stating that mother and baby are in good health and fit to travel. The letter must also include the estimated date of delivery (EDD). Costa Cruises cannot be held responsible or liable for any complications relating to pregnancy at any stage and arising during or after the entire cruise vacation.

2.9 The minimum age to sail is 6 months at the time of boarding. However, on transatlantic cruises and cruises of 15 days or more, the minimum age to cruise is 12 months.

2.10 Costa's ships offer a limited number of cabins for Guests with disabilities, but not all public areas or facilities on board have accessible features. Booking requests for Passengers with disabilities will therefore be granted subject to availability of these specially designed cabins and, where necessary, to the condition that the disabled Passenger is accompanied by another person capable of providing the assistance required by the former as per Regulation EU no. 1177/2010.

2.11 Any Passenger with a physical or mental condition, a disability or other needs requiring medical attention or special care during the voyage is required to notify the Organizer at the time of closure of the contract. No booking

request will be granted for a Passenger whose physical or mental condition is such that their participation in the cruise would be impossible or dangerous for themselves or for others or who require special care or assistance that is not obtainable during the cruise on board the ship.

2.12 Information about the cruise that is not contained in the contractual documentation, in leaflets, on the Costa Cruises website or in other media shall be supplied to the Passenger by the Organizer in compliance with the provisions of the Tourism Code, in sufficient time prior to the beginning of the vacation.

2.13 The Organizer reserves the right not to apply these general conditions in relation to particular categories of contract (for example groups or incentive cruises) and promotional offers as per 2.4 above, for which the terms and conditions specifically indicated from time to time shall be considered valid. The assignment of a higher cabin category than the one purchased and guaranteed and/or on the basis of any commercial promotions shall not entitle the Passenger to benefit from the privileges and rights associated with that cabin category. Cabins of the same or a higher level as the one assigned in accordance with the above may not have a double bed and/or may be equipped for Guests with disabilities.

2.14 Prior to the closure of the contract, the Passenger is obliged to obtain sufficient detailed information regarding the health and safety conditions at the ports of call on the itinerary: the closure of the contract implies the Passenger's awareness of such conditions and their acceptance of the associated possible risk factors.

3. PAYMENT

3.1 When the contract is entered into, the Passenger shall pay a deposit of no less than 25% of the price, and the balance shall be paid at least 30 days before departure.

3.1.1 If the contract is entered into by telephone on +46 851 989514 or via the Costa Cruises website more than 60 days before departure, subject to the payment terms in 3.1, the Passenger may choose to pay in interest-free monthly installments. The Passenger may also choose the number of installments, from a minimum of 2 to a maximum of 5 depending on the booking date. Payment in installments shall be made solely by credit card via automatic direct debit each month.

3.1.2 If the contract is entered into less than 30 days before departure, the whole amount shall be paid at the time of closure in a single transaction.

3.2 Non-payment of the balance due by the deadlines stated above shall constitute a breach of contract giving rise to the

right to terminate the agreement pursuant to Art. 1456 of the Civil Code, subject to payment of compensation for any further damages sustained by the Organizer.

3.3 The cruise ticket, which is a legal document permitting access on board the vessel, shall be delivered to the Passenger after payment of the full price and shall contain the following information:

- date and place of birth of each Customer
- number, date and place of issue, expiry date of the Passenger's passport or identity card, in accordance with the regulations in force.

3.4 Payments made via Travel Agencies are only considered finalized when the Organizer actually receives the amounts due.

3.5 For direct purchases (made by phone on +46 851 989514 or via the Costa Cruises website www.costacruise.com), Passengers may choose one of the following methods of payment: i) bank transfer, except for payment in installments as per 3.1.1; ii) credit card, in accordance with the terms and conditions specified below. If the Passenger chooses to pay by credit card, the card will be used for direct debiting of the balance and any penalties due to cancellation as per 6.4 by the dates indicated in the booking. A Passenger may ask for automatic direct debit payments to be cancelled at the time of booking, or at a later date, by calling +46 851 989514.

3.6 If the contract is entered into by telephone at least 8 days before departure, payment may also be made by bank transfer. For contracts finalized thereafter and up to 2 days before departure and for contracts with payment in installments as per 3.1.1, payment may only be made by credit card.

3.7 If the contract is entered into on the Costa Cruises website less than 30 days before departure, full payment shall be made and only by credit card.

3.8 In any case, all payments shall be made by the Passenger in accordance with any specific instructions given by the Organizer in accordance with the provisions of this Article 3.

3.9 All payment terms are mandatory and if the above-mentioned balance is not paid and/or if the due amounts are not received by the Organizer by the foregoing deadlines, this shall constitute a breach of contract giving rise to the right to terminate the agreement pursuant to Art. 1456 of the Civil Code, subject to payment of compensation for any further damages incurred by the Organizer.

4. PRICES

4.1 The prices (Basic, Comfort and Deluxe Rates) are all-inclusive to the extent indicated in the brochure, on the

website www.costacruise.com, in the quote and/or booking request and in the contract form signed by the Passenger. Prices do not include the service charge described in the "Useful Information" section of the brochure and the website.

This charge is mentioned specifically in the note under the price of the cruise, both on the website and in the brochure. The service charge will be debited at the end of the cruise on the basis of the actual number of days spent on board.

Passengers will also be asked to pay the following sums: (i) €50 in the case of a name change as per Art. 7 below; (ii) €50 in the case of cancellation at least 45 days before departure Comfort Rates, 25% of the price of the package in the case of cancellation at least 45 days before departure for the Basic Rate, as stated in 6.4 below; (iii) €50 in the case of a change to the vacation commencement date or to the itinerary at least 60 days before departure.

4.2 For each cruise there will be a limited number of cabins available for sale at the prices stated in the brochure.

4.3 In accordance with Art. 40 of the Tourism Code, the prices may be changed up to 20 days prior to the scheduled departure date as a result of increases – compared to the prices in effect at the time of publication of the cruise program – (i) in the cost of air fares, (ii) in the cost of ship fuel, and (iii) in the duties and taxes on services included in the holiday package, such as embarkation, disembarkation or landing fees at ports or airports. The difference in the price of the package will be as follows:

- in case (i) regarding flights, the difference between the fare calculated according to the criteria stated in the note at the end of these general terms and conditions and the fare on the departure date;

- in case (ii) there will be no price rise for increases in the cost of fuel of less than 10%. For increases in fuel costs of 10%, the price of the lowest cruise category shown in the brochure (excluding any flights, transfers, port taxes, and memberships fees and service charge) will be 3% higher. The increase shall apply to all passengers for all departure dates for the cruise in question. The online brochure is available on the homepage of the website www.costacruise.com;

- in case (iii), the full amount of the increase in duties and taxes.

In the event of a decrease in the costs mentioned in (i), (ii) or (iii) compared to the prices in effect at the time of publication of the cruise program, the Passenger shall be entitled to a price reduction as follows:

- in cases (i) and (ii), the difference between the fare calculated according to the criteria stated in the note at the

end of these general terms and conditions and the fare on the departure date;

- in case (iii), the full amount of the reduction in duties and taxes.

As regards the Emission Trading Scheme (ETS – “carbon tax”) in accordance with Legislative Decree no. 257/2010, in the event that the relevant conditions apply, the tax payable by each Passenger for each charter flight, charged by the carrier, corresponds to the product of the tonnes of Jet Aviation fuel burnt for each seat/rotation [A], the “average market value” of the pollution for the previous month, as announced by the carrier, n-1 [B], and the coefficient 3.15 [C]. The average ETS market price is public information and can be checked on the website www.bluenext.eu. The amount of fuel consumed per passenger, as declared by the carrier, is as follows:

Flight time to destinations and fuel consumed (per pax)

Up to 2 hrs Italy, Europe, Balearic Islands, Tunisia 0.0701

from 2 to 3 hrs Greece, Turkey 0.0968

from 3 to 4 hrs Israel, Portugal, Russia 0.1380

from 4 to 5 hrs Canary Islands, Egypt, Jordan 0.1555

from 5 to 7 hrs Cape Verde, United Arab Emirates 0.2440

from 7 to 8 hrs Kenya, Tanzania 0.3914

from 8 to 9 hrs Dominican Republic, Guadeloupe, Jamaica 0.4392

from 9 to 10 hrs Brazil, Maldives, Madagascar 0.4769

from 10 to 11 hrs Cuba 0.5022

over 11 hrs Japan, Mexico 0.5307

e.g. a flight to Guadeloupe, supposing that the ETS market price is €6.90 → 0.4392 tonnes [A] x €6.90 [B] x coefficient 3.15 [C] = € 9.55 R/T (approx. €4.77 per leg of the journey).

4.4 The prices are understood to be per person. However, in the event of unused tickets or cancellations resulting in a Passenger being the sole occupant of a cabin, a supplement shall be payable on that cabin.

5. CHANGES TO THE VOYAGE

5.1 In accordance with Art. 4.1 of the Tourism Code, if it is necessary to make one or more significant changes to the voyage, the Organizer shall inform Passengers in writing, notifying them of the type of change and consequent price variation.

5.2 Any Passenger who does not accept the proposed change(s) referred to in 5.1 may cancel the cruise, without paying any penalty, and the provisions of 6.1 shall apply.

5.3 Passengers shall inform the Organizer (via the Travel Agency if they prefer) of their decision to cancel within two working days of the date on which they learned of the

change, failing which such change shall be understood to have been accepted.

5.4 If, subsequent to the departure date, the Organizer cannot supply an essential part of the services guaranteed in the contract, they will propose appropriate alternative arrangements to continue the voyage as scheduled in a manner that is compatible with the technical and safety requirements of operations, without any price increase for the Passenger, or the latter shall be reimbursed for the difference between the original services envisaged and those provided, subject to payment of compensation for any further damages sustained by the Passenger.

5.5 In the event that it is not possible to provide alternative arrangements, or the Passenger rejects the arrangements for good reason, the Organizer shall provide an equivalent means of transport to take the Passenger to their departure point or to a different place agreed on, and refund the difference between the cost of the original services envisaged and those effectively provided until the Passenger's early return.

5.6 Pursuant to Art. 40 of the Tourism Code, the Organizer may review the flat-rate sales price of the holiday package.

5.7 However, the reviewed price shall not be more than 10% higher than the original price.

5.8 If the price increase is greater than 10%, the Passenger may cancel the voyage and shall be reimbursed for any amounts already paid to the opposite party.

5.9 In any event there shall be no price increase in the twenty days prior to departure.

6. CANCELLATION BY THE PASSENGER

6.1 In accordance with Art. 42 of the Tourism Code, a Passenger may withdraw from the contract, at no additional cost, only in the cases and subject to the terms in Art. 5, as well as in the event of the holiday package being cancelled before departure for any reason, unless this is due to the fault of the Passenger. A Passenger who exercises their right to withdraw shall have the right to an alternative holiday package of equivalent or higher value at no additional cost, or to a holiday package of lower value with reimbursement of the difference; otherwise, they shall be reimbursed for any amounts already paid within seven working days of the date of withdrawal or cancellation.

6.2 In the cases mentioned in the previous paragraph, the Passenger shall have the right to compensation for any further damages due to non-performance of the contract.

6.3 Paragraph 6.2 does not apply if the holiday package is cancelled due to lack of the minimum number of participants required, where applicable, and the Passenger is informed in

writing at least twenty days before the scheduled departure date, or due to force majeure, excluding overbooking.

6.4 A Passenger who withdraws from the contract for reasons other than those specified in the previous paragraph will be charged the following amounts as a percentage of the price of the package:

COMFORT:

50€ FOR CANCELLATIONS
AT LEAST 45 DAYS BEFORE DEPARTURE;

25% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 45 AND 30 DAYS
BEFORE DEPARTURE;

50% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 30 AND 15 DAYS
BEFORE DEPARTURE;

75% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 15 AND 5 DAYS BEFORE
DEPARTURE;

100% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS FROM 5 DAYS BEFORE DEPARTURE
AND THE DEPARTURE;

BASIC:

25% OF THE PRICE OF THE CRUISE
FOR CANCELLATIONS AT LEAST 45 DAYS BEFORE
DEPARTURE;

50% OF THE PRICE OF THE CRUISE
FOR CANCELLATION BETWEEN 45 AND 30 DAYS BEFORE
DEPARTURE;

75% OF THE PRICE OF THE CRUISE
FOR CANCELLATION BETWEEN 30 AND 15 BEFORE
DEPARTURE;

100% OF THE PRICE OF THE CRUISE
FOR CANCELLATION FROM 15 DAYS BEFORE DEPARTURE
AND THE DEPARTURE

AROUND THE WORLD CRUISES AND SINGLES SEGMENTS:

15% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS UNTIL 90 DAYS BEFORE
DEPARTURE;

25% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 90 AND 60 DAYS
BEFORE DEPARTURE;

50% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 59 AND 45 DAYS
BEFORE DEPARTURE;

50% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 44 AND 30 DAYS
BEFORE DEPARTURE;

50% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 29 AND 15 DAYS
BEFORE DEPARTURE;

75% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 14 AND 10 DAYS
BEFORE DEPARTURE;

100% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 09 AND 05 DAYS
BEFORE DEPARTURE;

100% OF THE PRICE OF THE PACKAGE
FOR CANCELLATIONS BETWEEN 04 AND THE DEPARTURE
DATE.;

6.5 In the event of cancellation covered by an insurance policy, the Organizer shall be notified of this at the same time as the claim is submitted to the insurer. Any difference between the amounts due from the passenger under the terms of 6.4 above and the sums paid by the insurance company shall be payable by the Passenger.

6.6 In the event of failure to use the air transportation purchased with the cruise, the penalties and other relevant terms of the general contractual conditions of the air carrier and/or air transport contract shall apply.

6.7 For bookings made by phone on +46 851 989514 or via the website www.costacruise.com, in accordance with Art. 32 of the Tourism Code, the right to withdraw from the contract is explicitly excluded.

7. NAME CHANGES

7.1 A Passenger who is unable to go on the cruise may add a new Guest on the booking provided that:

a) the Passenger notifies the Organizer in writing of the details of the name change at least 4 working days before the date of departure;

b) there is no reason relating to passports, visas, health certificates, hotel accommodation, transport services or any other factor which would prevent the new Guest from taking the cruise on the same terms as the original Passenger; c) the new Guest pays the Organizer the amount referred to in 7.2 below and, if the package includes an air fare, any service fees charged by the airline for name changes.

7.2 In any case the Passenger shall pay a €50 per person service fee charged per name change. The original Passenger shall also be jointly liable with the new Guest for payment of the balance of the price, and also for payment of any amounts referred to in 7.1 (c) above.

7.3 The cruise ticket is transferable only in the event of a name change done in accordance with the previous paragraphs.

7.4 The right to do a name change as per the previous paragraphs is subject to the exclusions and restrictions laid down in binding regulations, in particular regarding security, which are applicable to the individual services making up the holiday package.

7.5 The Organizer shall regard a request for a name change for reasons other than the Passenger being unable to use the holiday package or a request submitted after the deadline in 7.1 as a full cancellation and a new booking shall be required for the new Guest. In such case the original Passenger shall be liable for payment of the charges set out in 6.4 above and the new Guest shall be liable for payment of the full amount of the holiday package.

8. CANCELLATION BY THE ORGANIZER

8.1 If, before departure, the Organizer notifies the Passenger of cancellation of the package referred to in this contract, irrespective of the reason unless it is due to the fault of the Passenger, the Organizer shall, if possible, offer the Passenger a replacement package. The Passenger shall have the right to choose either to accept this replacement package or to receive a refund as set out in the paragraphs below. The replacement package offered by the Organizer shall be of at least equivalent value to the one cancelled; if the Organizer is unable to offer a replacement package of equivalent or greater value, the Passenger shall have the right to be reimbursed for the difference.

8.2 If the Organizer cancels the holiday package, pursuant to Art. 33 e) of Legislative Decree no. 206/2005, they shall reimburse the Passenger by paying the latter double the amount paid and effectively collected, except in the case of force majeure, fortuitous events, lack of the minimum number of participants required or refusal by the Passenger to accept the alternative package offered by the Organizer. In any case the refund shall never exceed twice the amount that the Passenger would have owed on the same date, as per Art. 6.4. Therefore, in the event of cancellation of the holiday package 45 to 59 days prior to the departure date, the Organizer shall only be required to refund the amount, if any, paid by the Passenger and actually collected by the Organizer.

8.3 In the aforementioned cases of force majeure, fortuitous events, lack of the minimum number of participants required (subject to notification by the Organizer no later than 20 days prior to the departure date) or refusal by the Passenger to accept the alternative package offered by the Organizer, the Passenger shall only have the right to be reimbursed for the amount actually paid, within 7 working days from the date of cancellation.

9. PASSENGERS' RESPONSIBILITIES

9.1 The Passenger shall have their own individual passport or other proper travel documentation, depending on their nationality, for all the countries included in the itinerary, as well as any holiday and transit visas and health certificates that may be required. The relevant information in the brochures refers (unless otherwise stated) to Passengers whose citizenship is that of the country in which the brochure is published.

9.2 Passengers' behavior shall not affect the safety, comfort, wellbeing or enjoyment of other Passengers. Passengers shall act prudently, follow all instructions issued by the Organizer and comply with any administrative or statutory regulations that apply to the voyage.

9.3 The Passenger shall not bring merchandise, live animals, weapons, ammunition, explosives or inflammable, toxic or dangerous substances on board the ship without the Organizer's written consent. It is also forbidden to bring on board and/or use in the cabin any electrical appliances, including but not limited to irons, water heaters, kettles, electric cookers, hair dryers and heaters.

9.4 The Passenger shall be liable for any damages incurred by the Organizer due to non-compliance with the aforementioned obligations. In particular, the Passenger shall be liable for any damages caused to the ship, its furnishings and equipment, for loss or damage caused to

other Passengers and third parties, as well as all for any fines, penalties and expenses imposed on the Organizer due to the Passenger's actions, by port authorities, customs officers, health authorities or other officials of any country included in the cruise.

9.5 The Passenger shall provide the Organizer with all documents, information and details that the latter may require to exercise their right of subrogation for the Passenger vis-à-vis third parties who may be held liable for any loss or damage sustained by the Passenger, and the latter shall be liable to the Organizer for any prejudice to the subrogation right caused by failure to comply with this clause.

9.6 The Passenger shall provide the Organizer with all the information necessary to enable compliance with security requirements, and in particular, those laid down in Council Directive 98/41/EC and the Italian Ministerial Decree of 10.13.1999. The collection and processing of data (including images) shall be carried out in compliance with the General Data Protection Regulation (EU) 2016/679.

9.7 The Passenger shall attend safety briefings and emergency drills that the Organizer arranges on board the ship. If this requirement is not met, the Master, pursuant to Art. 186 of the Italian Maritime Law and in accordance with 10.2 below, may take all appropriate measures including disciplinary disembarkation of the Passenger concerned.

10. POWERS OF THE MASTER

10.1 The Master of the ship has the right to retain the charge and the conn without a pilot, to tow and assist other vessels under any circumstances, to deviate from the scheduled route, to enter any port (whether or not it is on the ship's itinerary) and to transfer a Passenger and their luggage onto another vessel to proceed on the voyage.

10.2 The Passenger is subject to the disciplinary authority of the Master of the ship as far as vessel and navigational safety are concerned. In particular, the Passenger shall comply with all instructions and orders issued on board, including those relating to safety briefings and emergency drills as per 9.7 above.

If, in the sole opinion of the Master, a Passenger is unfit to begin or proceed on the cruise or their physical or mental condition constitutes a risk to the vessel or to the health and safety of any other Guest or crew member, or their behavior is such that it may affect the enjoyment of other Passengers, the Master has the right, depending on the case in question, a) to refuse passage, b) to order the disembarkation of the Passenger at any port, c) to refuse to allow the Passenger to disembark at a particular port, d) to confine the Passenger to

a certain area of the ship or to refuse to allow them to take part in certain activities on board. Similar measures may be taken independently by air carriers or other service providers, in accordance with the disciplinary authority they are granted by law or by contract; in this regard the Organizer shall bear no liability in relation to these air carriers or service providers.

10.3 The Organizer and the Master of the ship shall have the liberty to comply with any orders or directions whatsoever issued by the Government or authorities of any nation or by any person acting or purporting to act on behalf of or with the authority of such Government or authorities or by any person having under the terms of the War Risks Insurance on the ship the right to issue such orders or directions. If by reason of, and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation or a breach of contract.

Disembarkation of any Passengers or discharge of baggage, in accordance with such orders or directions shall constitute due and proper fulfillment of the obligation under the contract, releasing the Organizer from any liability for the continuation of the voyage or the repatriation of the Passengers.

11. SECURITY AND LIENS

The Organizer has the right to retain the Passenger's luggage or other items of their property as credit for the payment of any amounts owed by the Passenger for goods and services purchased on board.

12. ACCOMMODATION ON BOARD OR IN HOTELS

12.1 The Organizer has the right to assign the Passenger a different cabin from the one reserved, as long as it is of the same category or higher.

12.2 If included in the package and in the absence of official standards, hotel accommodation abroad shall be rated using roughly the equivalent of the classification system in force in Italy.

13. ORGANIZER'S RESPONSIBILITIES

13.1 The Organizer shall be liable for damages incurred by Passengers due to total or partial non-fulfillment of the contractual services, whether they are supplied by the Organizer personally, or by third party service providers. The Organizer shall not be held liable when the damages are caused by the Passenger (including acts performed independently by the Passenger during the delivery of tourist services), by a third party who is not a contractual service provider, by fortuitous events, by force majeure, or by

circumstances that the Organizer, acting with due diligence, could not have reasonably anticipated or avoided.

13.2 All exemptions, limitations of liability, disclaimers and exceptions that may be cited by the Organizer by virtue of this contract shall also be extended to apply to any persons who are, or who are considered to be, the Organizer's employees, representatives, associates, agents, subcontractors or assistants acting in any capacity, as well as the Organizer's insurers.

13.3 The Organizer shall bear no liability in relation to the Passenger for any non-compliance by the Travel Agent or other intermediaries involved in the closure of the contract, as far as concerns the obligations of such third parties.

13.4 If the Organizer has paid sums by way of refunds or compensation to the Passenger, the Organizer is subrogated to the rights and actions of the Passenger vis-à-vis third parties bearing liability.

14. LIMITATION OF LIABILITY

14.1 In no case shall the compensation payable by the Organizer be greater than the limits of liability prescribed by Commission Regulation (EC) no. 329/2009 and, where applicable, by national and international laws in force regarding non-performance of the service concerned.

14.2 If the Organizer is also the shipping company and/or owner and/or carrier and/or charterer of the ship used for the cruise, the current laws concerning limitation of liability or the applicable provisions of Commission Regulation (EC) no. 392/2009 and subsequent amendments shall still apply.

15. EXCURSIONS

15.1 Excursions are subject to the contractual terms and conditions of the local operator providing the services and to any applicable national law.

15.2 The prices and itineraries of any shore excursions published in the brochure are approximate only and are subject to variation. The times and itineraries of the tours may be subject to change as a result both of external circumstances (for example, weather conditions, strikes, transport delays etc.) and of the operational requirements of the tour operators.

15.3 In the event of cancellation of an excursion due to technical issues or force majeure or failure to obtain the minimum number of participants, Costa Cruises shall reimburse the Passengers concerned.

15.4 Unless otherwise stated, shore excursions are not specifically designed for physically challenged Guests. Nevertheless, if requested, Costa can recommend tours that are designated as easy. Excursions suitable for Passengers

with slight mobility problems are marked as such with a special symbol. Therefore, prior to purchasing a shore tour, the Organizer recommends that Guests obtain as much information as possible on the Internet, in the brochure or by contacting the toll-free number, to find out whether or not the excursions that they are interested in are suitable for non-ambulatory Passengers.

15.5 For certain types of excursion, due to their characteristics (for example the use of vehicles driven by the Passengers), special conditions, requirements or regulations may apply.

16. AIR TRANSPORT

16.1 Upon issuance by the carrier of the air travel ticket or airline ticket in the name of the Passenger and upon acceptance of the same by the Passenger, an air travel contract is entered into by the Passenger and the air carrier issuing the ticket.

16.2 Costa Cruises does not act in any capacity as an air carrier with respect to any type of air transport. Air transportation is undertaken exclusively by the specified air carrier (and/or their appointed representatives) with all the associated risks and responsibilities; therefore, Costa Cruises shall not be responsible for any loss or damages which may be incurred due to acts or omissions on the part of any direct or supplemental air carrier. The Passenger's rights as per the air transport contract and the laws applicable to it (the Montreal Convention of 5/28/1999, Regulation (EC) No. 889/2002 and national laws), including in particular the Passenger's right to compensation for death or injury, shall therefore be intended to mean the Passenger's right to seek reimbursement or compensation from the operating air carrier. The obligations as per Regulation (EC) No. 785/2004 are the exclusive responsibility of the air carrier.

16.3 If it is not enclosed with the documentation supplied by Costa Cruises to the Passenger, a valid air travel ticket shall be requested directly by the Passenger from the carrier, who shall ensure that it is issued and – until the date of issue – make arrangements for the safekeeping of the same at its premises for logistical reasons and guarantee compliance of the ticket with the applicable regulations. The carrier shall also guarantee that the ticket is immediately and unconditionally issued at its own expense to the Passenger, all of the above arrangements having also been guaranteed to Costa Cruises.

16.4 The obligations under Regulation (EC) No. 261/2004 are the exclusive responsibility of the operating air carrier, as defined in the foregoing Regulation and no responsibility shall be accepted in this regard by Costa Cruises, either in its

capacity as the Organizer or otherwise. Accordingly, any claims lodged by Passengers under the provisions of Regulation (EC) No. 261/2004 shall be submitted directly to the operating air carrier. In exercising their rights vis-à-vis the air carrier as laid down in the aforementioned Regulation, Passengers shall abide by the criteria whereby everything should be done as far as possible to safeguard the holiday package as a whole and so as not to prejudice the rights of the Organizer under this contract and the applicable regulations.

16.5 In the travel documentation sent to Passengers, Costa Cruises shall include details of their flight arrangements. The inclusion of flight details in the documentation supplied by Costa Cruises to Passengers, together with warnings or information about air transport and the associated legal and contractual regulations applicable, is for information purposes only. Passengers shall be given information about airlines, flight numbers, schedules and airports at least 3 months before departure. However, if a booking is made less than 3 months prior to departure, Passengers shall be provided with the abovementioned information within 3 working days of making the booking.

16.6 The use of hard copy material, trademarks, logos or any other element identifying Costa Cruises in the documentation as per 16.5 above is for printing purposes only and shall not be construed as an amendment or a correction or as having any bearing whatsoever on the other provisions of this Article.

16.7 The general terms and conditions of the air carrier and/or the contract of carriage shall apply in the event of the Passenger's withdrawal and/or failure to use the air carrier.

17. SHIP'S DOCTOR

17.1 Should a Guest require medical attention while aboard one of our vessels, the ship's doctor is available to render services at a customary fee.

17.2 The opinion of the ship's doctor as to whether a Guest is fit to embark and/or to proceed on the cruise is final and binding on the Passenger concerned.

18. STORAGE OF VALUABLES

For the Passenger's convenience and security, a safe is provided on board the ship; the Organizer shall not accept any responsibility for cash, documents, securities, jewelry or other valuables that are not kept in the safe.

19. OBLIGATION TO PROVIDE ASSISTANCE

The Organizer's obligation to provide assistance to the Passenger is limited to the proper execution of the services under the contract and its other legal obligations.

20. COMPLAINTS AND CLAIMS

In accordance with Art. 49 of the Tourism Code, any claims to the Organizer regarding possible non-compliance in the organization or execution of the cruise shall be submitted by Passengers in writing no later than 2 months after the cruise return date.

21. INSURANCE COVER FOR TRIP CANCELLATION, MEDICAL ASSISTANCE AND LUGGAGE

21.1 When signing the booking form, Passengers may take out the insurance policy offered at the time, by paying the associated premium.

21.2 The insurance cover is a contract between the Passenger and the insurance company and all the obligations and responsibilities arising under the provisions of the insurance policy are the exclusive responsibility of the Passenger.

Privacy Notice

Personal data processing statutory notice

Costa Crociere S.p.A. (hereinafter also "Costa Crociere"), as data controller, in accordance with article 13 of the General Data Protection Regulation (EU) 2016/679 (hereinafter the "GDPR"), is providing the following information about the processing of the personal data which you, as the data subject, have provided us:

- a) for buying a travel package;
- b) within the context of cruises (e.g. purchases made);
- c) registration on the Costa Crociere web site and/or app or the filling in of forms on the Costa Crociere web site.

Purposes and legal basis of processing

In addition, the data which you have provided may also include some personal data defined by the Code and the GDPR as "special category data". Sensitive/special category data shall be processed according to the purposes shown further on and only with your consent.

a) **Purpose regarding contractual performance.** Your personal data shall be processed for the purpose of performing obligations arising out of the contract for the purchase of the travel package, for allowing Costa Crociere to deliver the service in an optimal manner and, specifically, for:

- (i) the formation, management and performance of contractual relations between you and Costa Crociere;
- (ii) responding to your requests;
- (iii) notification of information regarding the travel package (e.g. changes to contractual terms and conditions, etc.);
- (iv) the creation of activities which serve to make your cruise enjoyable and pleasant and to guarantee high entertainment standards on board ships (i.e. party events, photo shoots and video recordings, games, etc.). In addition, in relation to the photos taken and videos recorded by photographers and video operators on board our ship, who work with us to make the cruise experience is unforgettable, please note that whenever you do not wish to be part of photos/videos or whenever you do not want your photos to be displayed on the display board at the Photoshop, you may go to the Photoshops which will record your wishes from time to time. The removal of a photo that features you may only be made after you have reported it.

b) **Legal, health and safety purposes.** Your personal data shall also be processed for the following purposes:

- (i) legal, regulatory, domestic and EU compliance and that arising out of orders issued by authorities within the scope of their legal authority;
- (ii) establishing, exercising and/or defending a Costa Crociere legal claim before the courts;
- (iii) guaranteeing the necessary medical assistance during the cruise;
- (iv) complying with the requirements of the CLIA association and the USPHS.

c) **Business and statistics-related purposes.** Your personal data shall also be processed for purposes relating or relevant to Costa Crociere business operations and for the processing of statistics in anonymous form and market research.

d) **Additional purposes.** Furthermore, whenever you expressly give your consent, your personal data shall be processed for the following purposes:

(i) Marketing purposes, including:

- a. promotional activities of Costa Crociere, companies in the Carnival Corporation & PLC Group (hereinafter the "Group"), also abroad, and/or commercial partners, implemented using both automated methods (e.g. e-mail, sms, instant messaging apps, etc.) and non-automated methods (e.g. regular mail, telephone with operator, etc). Specifically, Costa Crociere may use your e-mail address provided at the time you purchased a travel package, for sending you information and promotional notifications linked to services and products similar to those offered by Costa Crociere and the Group and/or commercial partners,

also without your consent, provided you have not opposed said use.

The Carnival Group companies are: Carnival Corporation (CCL), Carnival PLC (P&O, Cunard, Princess Asia), Costa Crociere S.p.A. (AIDA and Costa), Holland America Line N.V., general partner of Cruiseport Curacao C.V. (Holland America Line and Seabourn) Princess Cruise Lines, Ltd (Princess, Alaska, P & O Australia and Cunard), SeaVacations Limited (CCL business in UK).

The commercial partners belong to the following product and market categories:

- a) tourism-related activities;
- b) airlines/transport services;
- c) travel agencies;
- d) insurance companies.

b. profiling activities, i.e. analysis of your travel preferences and market research for the purpose of enhancing the offering of services and sales information from Costa Crociere, matching them more closely to your interests. Said activity may also be implemented by submitting customer satisfaction questionnaires and/or the use of profiling cookies used during browsing Costa web sites.

(ii) Purposes for the provision of accessory services, including:

- a. registration on sites (e.g. MyCosta) and digital platforms, for allowing you to access and use the services provided on the portal and reserved for registered users and for guaranteeing you a customised vacation (e.g. for the purchase of wellness packages, beverage packages, photos, Costa-branded gifts and party events, etc.).

Processing for Marketing Purposes (i.e. for both promotional and profiling activities) may be implemented only with your consent.

Nature of data provision and consequences arising out of any refusal.

The provision of your personal data is optional; however, without the data requested for the purposes shown in a) and b), the service requested or part thereof may not be performed and you may not be able to take advantage of above-mentioned opportunities.

The provision of optional data shall allow Costa Crociere to enhance the services offered, for rendering them better tailored to the personal interests of its passengers.

The provision of sensitive/special category data is optional; however, without said consent, Costa Crociere may not be

able to comply with a number of contractual obligations and guarantee you any necessary medical assistance.

Personal data recipient categories.

Your data shall not be disseminated. Your data may be disclosed only for the purposes stated above to the following categories of persons and entities:

- Costa Crociere in-house staff, appointed as data processing agents and/or data processor;
- companies belonging to the Costa Crociere Corporate Group, also located abroad;
- to the suppliers and/or agents/operators which, on board ships and ashore, provide services required during the cruise (e.g. port agents, entertainment operators, etc.);
- persons, companies, associations or professional firms providing services or advisory or consulting services to Costa Crociere for protecting its claims (e.g. chartered accountants, physicians, lawyers, tax consultants, auditors and consultants within auditing or due diligence operations, etc.);
- persons, companies or agencies that provide marketing services and analysis or consulting activities to Costa Crociere;
- persons and entities that are authorised to access your data, both recognised by law and secondary legislation or by orders issued by authorities empowered by law, including port authorities at the place of landing.

The list of persons and entities to which your data have been disclosed is available at the company at the following addresses: privacy@costa.it or Costa Crociere S.p.A., Piazza Piccapietra, no. 48, 16121 Genoa, to the attention of the Data Protection Officer.

Transfer of personal data outside the European Union.

Your personal data may be transferred abroad to third-party companies belonging or outside the European Union for the purposes stated above.

Whenever data is transferred to States outside the European Union, said States shall guarantee an adequate level of protection, based on a specific decision of the European Commission or, alternatively, the recipient shall have a contractual obligation to protect data adopting an adequate and comparable level of protection to that provided under the GDPR.

Retention of personal data.

Personal data shall be retained for a period of time not exceeding that necessary for the purposes for which they were collected and subsequently processed. Personal data

shall be retained for the full duration of the contract which you have entered into and for a subsequent period:

- i. within the periods established under prevailing legislation;
- ii. within the periods established under legislation, including secondary legislation, which require data to be kept (for example tax returns);
- iii. within the period necessary for protecting the rights of the data controller in the event of any disputes arising concerning performance;

The photos/images and audio/video recordings collected during events and happenings on board shall be retained for a period limited to the duration of the cruise and subsequently they shall be deleted.

Personal data collected and processed for profiling shall be retained for a maximum period of ten (10) years, at the end of which they shall be automatically deleted and rendered permanently anonymous.

Data Controller and Data Processors

The Data Controller is: Costa Crociere S.p.A., with address in Genoa, Piazza Piccapietra, no. 48.

Data Protection Officer

The Data Protection Officer may be contacted at the following addresses: privacy@costa.it or Costa Crociere S.p.A., Piazza Piccapietra, no. 48, 16121 Genoa.

Data subject rights

At any time, in accordance with articles 15 to 22 of the GDPR, you are entitled, also in relation to profiling, to:

- a) access your personal data;
- b) request your personal data to be corrected;
- c) revoke, at any time, consent to the use and disclosure of your personal data;
- d) request your personal data to be deleted;
- e) receive the personal data concerning you in a structured, commonly used and machine-readable format, as well as the right to send your data to another data controller;
- f) oppose the processing of personal data concerning you for marketing or profiling purposes;
- g) obtain restriction on the processing of personal data;
- h) lodge a complaint with a supervisory authority;
- i) receive a notification whenever there is a personal data breach;
- j) request information about:

- i. the purposes of processing;
- ii. the categories of personal data;
- iii. the recipients or categories of recipients to whom personal data have been or will be disclosed, specifically, whenever data have been sent to recipients in third countries or international organisations and the existence of adequate guarantees;
- iv. the period personal data shall be retained;
- v. whenever data have not been collected from the data subject, all information regarding their origin.

You may, at any time, oppose the sending of notifications linked to marketing and profiling activities, by clicking on the “unsubscribe” link at the bottom of the e-mail received or by sending a relevant request to the addresses shown further on.

You may exercise these rights and/or obtain further information about personal data processing, by sending a notification:

- via e-mail to: privacy@costa.it or to Costa Crociere S.p.A. Piazza Piccapietra 48, 16121 Genoa, to the attention of the Data Protection Officer.

N.B.

The rates stated in the tables of this brochure were set using the following parameters:

- cost of fuel for ship propulsion: €142.30 (per tonne, average Platts Genoa IFO 380 as at February 2016)

- cost of fuel for charter flights: JAT (Jet Fuel Aviation) US\$314 per tonne

- cost of fuel for scheduled flights: the “YQ” tax or “YR” tax entries found in the GDS on 02/01/2016 were used

The exchange rate used for all the services is:

US\$1 = €0.90; €1 = US\$ 1.05

We would therefore like to point out that the rates shown in the pricing tables will not necessarily all be valid at the time you consult this publication.

Please check the best available price with your travel agent or on our website www.costacruise.com.