

MYCOSTA TERMS AND CONDITIONS OF SALE



1. APPLICABLE REGULATIONS

1.1 The subject of these general terms and conditions is the electronic reservation and/or purchase of products and services, made on-line via the MyCosta portal belonging to Costa Crociere S.p.A., with head office in Piazza Piccapietra 48, 16121 Genoa, VAT and registration no. in the Business Register of Genoa 02545900108, Tel. +39 010/54831, Fax +39 010/5483290, ("Organiser" or "Costa Crociere"). Each purchase transaction will be regulated not only by the measures given in the Italian Legislative Decree No. 79/2011 (implementation of the Directive 2008/122/EC), but also by any additional terms and conditions in the brochures, leaflets, catalogues and other documentation the Organiser provides the passenger electronically - including web-sites and e-mails - ("on-line"), and in force at the time this contract is concluded.

1.2 The individual clauses of these general terms and conditions shall be considered to be severable. If an individual clause or paragraph is deemed totally or partially invalid, this will not affect the validity of any other clause or paragraph of these general terms and conditions of contract.

2. CONCLUSION OF THE CONTRACT

2.1 The presentation of products and services on the MyCosta portal constitutes an invitation to offer.

2.2 If you wish to reserve one or more services and/or products, you may select them one at a time and add them to your trolley. Each time you select and add a product/service to your trolley, the latter will appear on the page summarising the products you have selected, together with the price and any discount applied to it.

On receipt of your order, Costa Crociere will send you an e-mail message to confirm its receipt of same. That e-mail does not constitute acceptance of your proposal to purchase. By sending it, we are only confirming we have received your order and have submitted it for the data and availability of the products you have requested to be checked. Your order will, therefore, be considered as your contractual proposal of purchase made to Costa Crociere S.p.A. for the products listed in your trolley, each of which will be considered individually.

2.3 The contract of sale with Costa Crociere will conclude only at 00:00 GMT of the third day prior to the departure of the booked cruise (e.g. for a departure scheduled for 30 March at 11.00 a.m. GMT, the contract will be considered concluded on 27 March at 00:00 a.m. GMT). You will receive confirmation of the availability of the products/services selected via e-mail (Purchase confirmation) after every modification made to your trolley.

2.4 It is agreed you will be able to amend and/or cancel the products/services in your trolley until the end of the period given in the preceding point. In such case, you will not be charged with any costs.

2.5 The services/products are sold on-line according to the procedure given in Art. 2.2. It must be understood they are offered for sale only to passengers who qualify as consumers and who have already purchased a cruise. The relevant contracts are understood to be concluded in Italy and it is agreed that the law applicable to the contract is exclusively Italian law.

2.6 Promotional offers or offers that envisage particularly advantageous terms and conditions published on the website are subject to time limits and availability, according to criteria decided as required by the Organiser at its total discretion.

2.7 In the event of a single reservation made for more than one person, the user shall identify himself by indicating his own name and surname among those listed in the reservation at the time of confirmation of that reservation on the MyCosta portal. The person who makes the reservation on behalf of another individual for the same reservation guarantees he has the required authority to act on behalf of those individuals. He also guarantees the other persons indicated in the reservation will comply with all the contractual obligations.

2.8 Services and items booked via MyCosta count towards CostaClub points total. Points will be awarded at the end of the cruise to the guests who purchased services or items while on board.

2.9 Reservations made by persons under the age of 21 will not be considered valid.

2.10 The Organiser will duly provide the passenger with any information regarding the services/products purchased, which is not contained in the contractual documents, brochures, official Costa Crociere website or in other means of communication, before he has to use the service/product.

2.11 The Organiser reserves the right to waive these general terms and conditions for special categories of contracts (e.g. for groups), for which specific terms and conditions will be drawn up as required.

3. PAYMENT

3.1 Payment for the services/products purchased on-line will be charged to the on-board account of the passenger who has booked the individual service (see Art. 2.7).

3.2 Similarly, same passenger will be charged with the penalties established in the following Article 6.

PRICES

4.1 The prices include what is explicitly indicated on the MyCosta portal and in the booking confirmation confirmed by the passenger.

4.2 Prices must be considered to be per person.

4.3 Any discounts or reductions in the price advertised will be indicated in the summary of the services purchased.

5. MODIFICATIONS BY THE ORGANISER

5.1 If, prior to departure, the Organiser is unable to provide (for reasons not ascribable to the passenger himself) the services/products envisaged in the contract, he shall promptly notify the passenger and shall not charge him anything for the cancelled service/product.

5.2 If, after departure, the Organiser is unable to provide (for reasons not ascribable to the passenger himself) the services/products envisaged in the contract, he shall promptly notify the passenger and shall not charge anything to the passenger's on-board account for the cancelled service/product.

5.3 During the cruise, the passenger may request the services/products purchased to be replaced by similar services/products. Should the services given in replacement be worth more than those purchased, the passenger shall pay the difference on board. However, in the event they are worth less, the Organiser shall credit the difference to the passenger's on-board account.

6. CANCELLATION AND AMENDMENTS BY THE PASSENGER

6.1 Pursuant to Art. 32 of the Code of Tourism, the right of cancellation envisaged by Articles 64 to 67 of the Italian Legislative Decree 206/2005 is excluded.

6.2 The consumer may cancel the contract for the service/product already purchased up to 3 days before the departure of the cruise without any penalties being applied.

In the event the passenger cancels after the aforementioned 3 days, he shall have no right to reimbursement and his on-board account will be charged with the amounts regarding all the services/products purchased.

6.3 If, during the cruise, the passenger is physically unable to use the service/product due to proven health reasons, he shall have the right to cancel the contract on presentation of a medical certificate and the Organiser will credit the passenger's on-board account with the entire sum he has paid.

7. OBLIGATIONS OF THE PASSENGERS

7.1 The passenger shall behave in such a way as not to compromise the safety, tranquillity and enjoyment of the services/products by the other passengers involved. He shall comply not only with the rules of normal prudence and diligence and with all the measures established by the Organiser or by the local operators organising the excursions, but also with the regulations and administrative or legislative measures concerning the service/product.

7.2 The passenger shall be liable for all the damage suffered by the Organiser due to any breach of the aforementioned obligations. In particular, the passenger shall be liable for all damage caused to the ship or to its furnishings and equipment, for damage caused to other passengers and to third parties, to the vehicles used during the excursions, as well as all for the tickets, fines and expenses which, due to his conduct, the organiser is forced to pay by port, customs or health authorities or any other authorities of any country visited by the cruise.

8. EXCURSIONS

8.1 The itineraries of the excursions published on the website and in the catalogue are purely indicative and are subject to variations. Excursion times and itineraries may be amended, depending on external circumstances (e.g. weather, strikes, transport delays, etc.) and on the operational requirements of the service providers.

8.2 Special terms and conditions, requisites or regulations may be applied to certain types of excursions (e.g. use of means of transport driven by the passenger).

8.3 As regards the particular nature of certain excursions, not all the services may be accessible to disabled persons. Therefore, before you purchase the product, the Organiser advises you to use the website, catalogue or toll free number to enquire whether the excursions of interest are accessible to disabled persons.

9. COMPLAINTS AND NOTIFICATIONS

9.1 The passenger must notify the Organiser in writing of any complaint of any non-compliance in the organisation or implementation of the service/product at the time it takes place or, if not immediately recognisable, within 10 working days from the date of the envisaged return of the cruise to the point of departure, under penalty of cancellation. The Organiser shall promptly and in good faith examine the complaints made and shall do its utmost, where possible, to come to a friendly and equitable settlement.

10. CONFIDENTIALITY OF PERSONAL DATA

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.

11. LAW AND JURISDICTION

11.1 This contract and the general terms and conditions are governed by Italian law.

The Court of Genoa has exclusive jurisdiction for any controversies which may arise regarding this contract.