

General Terms & Conditions of Costa Crociere S.p.A. 2019-2020

APPLICABLE TO CRUISE CONTRACTS CONCLUDED AS OF 12 DECEMBER 2019

You are informed that the general contractual conditions are updated from time to time in line with changes in the relevant legislative requirements and, consequently, we recommend that our Guests read the version applicable at the time of booking as published on the website of each following country:

- For Denmark : www.costacruises.dk/general-conditions.html
- For Norway : www.costacruises.no/general-conditions.html
- For Sweden : www.costacruises.se/general-conditions.html
- For Finland : www.costacruises.fi/general-conditions.html

Please consider that each country has also his own telephone number also :

- For Denmark : +45 43 31 48 40
- For Norway : +47 23 02 46 97
- For Sweden : +46 (0)8 51 98 95 14
- For Finland : +358 (0)9 72 52 24 44

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 (EU Directives no. 90/314 and 2015/2302 and Italian 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 and the subsequent amendments introduced by Legislative Decree no. 62 of May 21, 2018, 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 (or another durable medium), 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. 1 of the Tourism Code and may issue the Passenger with a copy of the contract pursuant to Art. 36 of the Tourism Code.

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, issued by a gynecologist, 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) 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 and/or may have fittings and characteristics other than those in the "guaranteed" cabin booked. In the case of a "guaranteed" triple/quadruple/quintuple cabin, the cabin assigned may not have the occupancy desired and it may be necessary to add an extra bed or a cot.

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.

2.15 In accordance with Art. 34 of the Tourism Code, Passengers are provided with a leaflet containing information regarding the main features of the tourism services offered.

2.16 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. Should a Passenger refuse to provide the information and/or documents required, or to submit to the health screening under Art. 10.8 of these general terms and conditions, this shall result in termination of this agreement, without any right to obtain a refund of the amount paid for the part of the holiday package not provided and/or for the other associated services purchased.

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. In the case of a package including a flight with a special fare, the Passenger shall also pay a deposit of no less than 100% of the air fare.

3.1.1 If the contract is entered into by telephone on 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 by credit card via automatic direct debit each month or bank transfer.

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
- personal mobile phone numbers of all the adults traveling in the cabin so that they can be contacted in the event of an emergency

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 Costa phone number or via the Costa Cruises website), Passengers may choose one of the following methods of payment: i) bank transfer, 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 the phone number of Costa.

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 compliance 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 On the website, the prices include everything that is expressly mentioned on the contract concluded by the Passenger at the time of confirmation of his booking. Prices include taxes and port charges. The Hotel Service Charges and any other services not mentioned in the product description are excluded from the prices presented. The Hotel Service Charge, that is a sum depending on the number of nights actually spent on board, is an integral part of the price of the cruise and its amount cannot therefore be modified. For all fares (Deluxe, Total Comfort, Basic, Last Minutes and promotional offers) and World Cruises (in full or in sections), the mandatory Hotel Service Charges may be paid, depending on the booking method, by the customer in three ways: (1) pre-pay by telephone, by calling the reservation number of each country (2) debited daily on board (3) pre-pay via the travel agency in the event of a reservation made with the latter. The Hotel Service Charge depends on the destination and the currency on board (on each cruise, it is allowed to pay for Services in only one currency, the dollar or the euro, defined as "currency on board" and which varies according to the geographical area of the cruise). The amount of the Hotel Service Charge is 10€/night minimum per adult over 14 years old, 5€ per child from 4 to 14 years old (or 12 years old on the neoRomantica) and free for children under 4 years old.

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 for Total Comfort Rate, 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.

If the package includes a flight, transfer to and from the airport is always included in the price of the package. Immediate confirmation of the booking is required, without the possibility of taking an option. In the event of cancellation of a holiday package including a flight with a special fare, the Passenger will be charged the total cost of

the Air fare by the carrier, while the amount withheld on the price of the cruise will be charged in accordance with the conditions laid down in Art.7 "Cancellation by the Passenger".

Passengers will also be asked to pay the following sums: (i) €50 in the case of a name change as per Art. 9 below; (ii) €50 in the case of cancellation at least 45 days before departure for the Total Comfort Rate, 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 5.4 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 applicable law, 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 or other sources of energy, (iii) in the duties and taxes on services included in the holiday package, such as embarkation, disembarkation or landing fees at ports or airports, (iv) in the exchange rate for the currency pertaining to the package. The difference in the price of the package will be as follows:

- in case (i), 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 8%. For increases in fuel costs of 8%, 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 of Costa.
- in case (iii), the full amount of the increase in duties and taxes;
- in case (iv), the amount of the increase in the exchange rate applicable to the package.

In the event of a decrease in the costs mentioned in (i), (ii), (iii) or (iv) 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 case (i), 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 a reduction in the price of the lowest cruise category shown in the brochure (excluding any flights, transfers, port taxes, and memberships fees and service charge) equivalent to the percentage decrease in the cost of fuel;
- in case (iii), the full amount of the reduction in duties and taxes;
- in case (iv), the difference between the exchange rate on the date of publication of the package and the one on the date of departure.

4.4 If the price increase exceeds eight percent (8%) of the total price originally paid by the Passenger, they shall have the option of either accepting the rise or withdrawing from the contract at no additional cost, pursuant to Art. 40 of the Tourism Code and to Art. 5 ("Changes to the holiday") of these general terms and conditions.

4.5 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 metric tons 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 metric tons [A] x €6.90 [B] x coefficient 3.15 [C] = € 9.55 R/T (approx. €4.77 per leg of the journey).

4.6 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.

4.7 The price communicated at the time of booking is subject to variation (increase or decrease) in the event of a change in the number of occupants in the cabin.

N.B.

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

- cost of fuel for ship propulsion: €271,28 (per metric ton, average Platts Genoa IFO 380 as at November 2019)
 - cost of fuel for charter flights: JAF (Jet Aviation Fuel) US\$473 per metric ton
 - cost of fuel for scheduled flights: the "YQ" tax or "YR" tax entries found in the GDS on 1st November 2019 were used
- The exchange rate used for all the services is: €1 = US\$ 1.10

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 at Costa's website

5. CHANGES TO THE HOLIDAY BEFORE THE START OF THE HOLIDAY PACKAGE

5.1 In accordance with Art. 40.1 of the Tourism Code, prior to the start of the holiday package the Organizer may make minor changes to the terms and conditions of the contract – except for the price – and shall immediately inform Passengers in writing (and this may be done via the Travel Agency), notifying them of the type of change and consequent variation in the price of the package.

5.2 In accordance with Art. 40.2 of the Tourism Code, if prior to the start of the holiday package the Organizer is forced to make major changes to one or more of the main aspects of the tourism services (e.g. the destination, means of transport, category of transport, dates or times) as per Art. 34.1a) of the Code, cannot meet the specific requests as per Art. 36.5a) of the Code, or increases the total price of the package by more than 8%, the Passenger shall have the option of either accepting the change(s) or withdrawing from the contract at no additional cost, by the deadline as per Art. 5.3 below. In the event of withdrawal, the Organizer may offer the Passenger an alternative holiday package of equivalent or higher quality.

5.3 The Passenger shall inform the Organizer (via the Travel Agency if they prefer) of their decision to cancel by the reasonable deadline stated by the Organizer, failing which the change(s) proposed shall be understood to have been accepted by the Passenger.

5.4 In the event of withdrawal from the contract or, in any case, if the Passenger does not accept the alternative arrangements proposed by the Organizer, the latter shall – within 14 days of the date of withdrawal – reimburse all the amounts paid by the Passenger. If the alternative package proposed by the Organizer is of lower value or quality, the Customer has the right to an equivalent price reduction.

6. IMPOSSIBILITY OF PROVIDING A SUBSTANTIAL PART OF THE HOLIDAY PACKAGE SERVICES

6.1 If, subsequent to the commencement of the holiday package, due to circumstances beyond the control of the Organizer, the latter cannot supply a substantial part – in terms of value or quality – of the combination of tourism services guaranteed in the contract, they shall propose appropriate alternative arrangements, if possible of equivalent or higher quality, to continue the voyage as scheduled at no additional cost to the Passenger, or – failing this – the latter shall be reimbursed for the difference in price in the event that the alternative arrangements are of lower quality than those originally booked.

6.2 In the event that it is not possible to provide alternative arrangements, or the Passenger rejects the arrangements insofar as they are not comparable to those originally agreed on in the holiday package contract or if the price reduction for the replacement solution is insufficient, the Organizer shall refund to the Passenger the consequent price difference. In the event of a breach of the Organizer's obligations regarding the offer of an alternative holiday package, the provisions of Art. 42.5 of the Tourism Code apply (i.e. such action or inaction shall be deemed a substantial breach).

7. CANCELLATION BY THE PASSENGER

7.1 In accordance with Art. 41 of the Tourism Code, a Passenger may withdraw from the contract at any time prior to the start of the holiday package, though they shall be charged the following standard amounts, or percentages of the price of the package, by the Organizer as stated in the table:

RATE	DAYS TO DEPARTURE	ALL CRUISES (except World Cruises)	WORLD CRUISES AND SEGMENTS
Total Comfort/Deluxe	45 days or more	€50 per person	15%
Basic		25%	
Total Comfort/Deluxe	60 days or more	€50 per person	25%
Basic		50%	
Total Comfort/Deluxe	Between 44 and 30 days	25%	50%
Basic		50%	
Total Comfort/Deluxe	Between 29 and 15 days	50%	50%
Basic		75%	
Total Comfort/Deluxe	Between 14 and 5 days	75%	75%
Basic		100%	
Total Comfort/Deluxe	4 days or less	100%	100%
Basic		100%	

7.2 Pursuant to Art. 41.4 of the Code, in the event of unavoidable extraordinary circumstances arising in the place of destination or in the vicinity which have a substantial effect on the performance of the holiday package or on the transportation of passengers to the destination, the Passenger shall have the right to withdraw from the contract prior to the start of the package, without payment of any cancellation fee and with reimbursement of the full amount paid for the holiday, but without right to any other form of compensation.

7.3 For bookings made by Costa phone number or via the Costa Cruises website, in accordance with Art. 41.7 of the Tourism Code, the Passenger shall have the right to withdraw from the holiday package contract within five days of the date on which they signed the contract or, if subsequent, of the date on which they received the contractual terms and conditions and the preliminary information, without paying any penalty and without being required to provide any reason. In the event of offers with prices that are substantially lower than those originally proposed, the Passenger shall not have the right to withdraw. In such cases the Organizer specifies the price reduction and makes clear reference to the fact that the Passenger has no right of withdrawal.

8. CANCELLATION BY THE ORGANIZER

The Organizer may withdraw from the holiday package contract and provide the Passenger with a full refund of the amounts paid for the package without being required to pay any additional amount by way of compensation if: a) the number of people purchasing the package is less than the minimum required by the contract and the Organizer notifies the Passenger of cancellation of the contract no later than (i) twenty days prior to the start of the package in the case of holidays lasting more than six days, (ii) six days prior to the start of the package in the case of holidays lasting between two and six days, (iii) forty-eight hours prior to the start of the package in the case of holidays lasting less than two days; b) the Organizer is unable to execute the contract due to unavoidable extraordinary circumstances and notifies the Passenger of cancellation of the contract without undue delay from the start of the package.

9. NAME CHANGES

9.1 Pursuant to Art. 38 of the Tourism Code, provided they notify the Organizer no later than seven days prior to the start of the package, a Passenger who is unable to go on the cruise may add a new Guest on the booking on condition that: a) 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; b) the new Guest pays the Organizer the amount referred to in Art. 9.2 below and, in the case of a fly-cruise package, any additional service fees charged by the airline(s) for name changes.

9.2 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 9.1 above.

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

9.4 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.

9.5 The original Passenger and the new Guest shall be jointly liable for payment of the price of the package, and also for payment of expenses, charges and additional costs, including any administrative and service fees charged for name changes.

10. PASSENGERS' RESPONSIBILITIES

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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 provisions of Regulation (EU) no. 679/2016 (the General Data Protection Regulation).

10.7 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 11.2 below, may take all appropriate measures including disciplinary disembarkation of the Passenger concerned.

10.8 For the purpose of containing the Covid-19 pandemic and in order to safeguard the health and safety of everyone on board our ships, the Passenger shall submit any health documents and information required for embarkation. In addition, the Passenger shall provide truthful and accurate health declarations when they check in (online or alongside ship prior to boarding) and hereby agrees to submit to temperature, screenings and medical checks prior to embarkation and on board the ship. The Organizer reserves the right to refuse passage/order the disembarkation of the Passenger if their health condition or the information requested means that they are not permitted to travel on the ship under the current health and safety regulations. Should a Passenger refuse to provide

the information and/or documents required, or to submit to the health screening carried out on board, this shall constitute a breach of contract as per Art. 2.16 of these general terms and conditions, thus giving rise to termination of this agreement, without any right to obtain a refund of the amount paid for the part of the holiday package not provided and/or for the other associated services purchased.

10.9 In addition to what is foreseen at the previous paragraph, the Passenger shall act in agreement of the procedures implemented by the Organizer for the purpose of containing the Covid-19 pandemic and related to social distancing, excursions, use of facial masks and hygiene protocols. These procedures are continuously updated by the law. In case of failing to respect these procedures, the Passenger will be disembarked without any right to obtain a refund of the amount paid for the part of the holiday package not provided and/or for the other associated services purchased.

11. POWERS OF THE COMMANDANT

11.1 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.

11.2 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 10.7 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.

11.3 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.

12. REFUSAL TO ACCEPT NEW BOOKINGS

12.1 If a Passenger commits any of the acts mentioned below, the Organizer and the Master reserve the right to refuse them further passage on any Carnival Group company ship for a certain period of time.

12.2 At the Organizer's reasonable discretion, a Passenger may be notified of the refusal to accept new bookings and the consequent cancellation of any reservations already made if, on their last cruise, the Passenger concerned:

- a) committed any violation under the provisions of Articles 10 or 11;
- b) caused loss or damage to other Passengers or to crew members, or was responsible for loss or damage to property belonging to the Organizer and/or to third parties;
- c) did not pay the balance of the cruise fare and/or the onboard bill and/or failed to pay for other purchases, or owes sums of money to the Organizer or to any Carnival Group company and fails to pay such amounts immediately.

12.3 Any booking made before the Passenger committed one or more of the foregoing acts shall be cancelled as far as concerns that Passenger and that Passenger alone. In such case, the Organizer shall refund the amounts already paid by the Passenger for their booking minus a deduction by way of compensation for any additional damages pursuant to Article 46, par. 1 of Legislative Decree no. 79/2011.

12.4 Written notice of the above shall be sent by the Organizer to the Passenger at the address given to the former by the latter.

13. 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.

14. ACCOMMODATION ON BOARD OR IN HOTELS

14.1 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.

14.2 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.

15. LIMITATION OF LIABILITY

15.1 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.

15.2 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.

16. SHORE EXCURSIONS

16.1 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.

16.2 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.

16.3 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 from the Internet, from 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.

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

17. AIR TRANSPORT

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 The use of hard copy material, trademarks, logos or any other element identifying Costa Cruises in the documentation as per 17.5 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.

17.7 If, subsequent to confirmation of the flight, the Passenger requests changes to the booking that do not result in cancellation of the air travel (for example change of date of departure/arrival, change of airport of departure), they shall reimburse the Organizer for any additional expenses charged by the airline(s) as a result of the change.

18. SHIP'S DOCTOR

18.1 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.

18.2 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.

19. 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.

20. 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. The Organizer shall have the right to claim reimbursement of the reasonable costs incurred for the provision of such assistance if the problem concerned was due to the fault of the Passenger or caused by them intentionally.

21. COMPLAINTS AND CLAIMS

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.

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

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

22.2 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.

23. GUARANTEE FUND

23.1 The Organizer has taken out specific insurance cover so that, in the event of it becoming financially insolvent or bankrupt, Passengers will be guaranteed reimbursement of the price paid for the holiday package as well as any expenses incurred for their repatriation (Policy no. ITSUNCO4716 CHUBB European Group Ltd, Via San Vincenzo, 2 - 16121 Genova, Tel. +39. 010. 53.750.1, Fax. +39. 010. 54.280.3, chubb.denunce@chubb.com).

23.2 For further details regarding compensation for loss of service in the event of insolvency or bankruptcy, refer to the provisions of Articles 47 and 48 of the Tourism Code.

24. PRIVACY NOTICE

Costa Crociere S.p.A. (hereinafter also "Costa Crociere"), in its capacity as data controller, pursuant to Art. 13 of Regulation (EU) no. 679/2016 (the General Data Protection Regulation, hereinafter "the GDPR"), hereby supplies you with the following information regarding processing of the personal data that you, in your capacity as the data subject, provided to us:

- a) for the purchase of the holiday package;
- b) in connection with your cruise(s) (e.g. purchases made);
- c) for registration on the Costa Crociere website and/or app or while filling out forms on our website.

Purposes and legal basis for processing

The information you provided to us may also contain some data defined by the GDPR as falling into one of the "special" categories. Special/sensitive data will be processed for the following purposes and only with your consent.

a) Contractual purposes. Your personal data will be processed for the purpose of compliance with the contractual obligations arising from purchase of the holiday package contract, thus enabling Costa Crociere to provide the services as effectively as possible, with particular regard to:

(i) finalizing, managing and executing the contractual relations between you and Costa Crociere;

(ii) meeting your requests;

(iii) sending you notices and information concerning your holiday package (e.g. changes to the contractual terms and conditions, etc.);

(iv) implementing initiatives intended to make your voyage comfortable and guarantee high standards of entertainment (e.g. parties, shooting of photos and videos, games etc.) on board the ships. With regard to photographic, video and other visual portrayals of the Guests made by professional onboard photographers on our ships, who help make your cruise experience unforgettable, we would like to remind you that should you wish not to be photographed or filmed or appear in the photos on the Photo Shop display board, you may call at the Photo Shop, which will take note of your request not to be included. Photos in which you appear will only be removed if you make a specific request to this effect.

b) Legal obligations, health and safety reasons. Your personal data will also be processed in order to:

(i) perform specific obligations laid down by laws, regulations, domestic or Community legislation as well as obligations arising from measures issued by judicial authorities at all levels;

(ii) establish, exercise or defend legal claims on behalf of Costa Crociere;

(iii) guarantee that you can be provided with medical services during the cruise;

(iv) comply with CLIA (industry association) regulations and USPHS rules.

c) Commercial reasons and the collection of statistics. Your personal data will also be processed for purposes regarding or relevant to Costa Crociere's business activities and to process statistics and conduct market research while rendering the data anonymous.

d) Other purposes. In addition, subject to your express consent, your personal data will be processed for the following purposes:

(i) Marketing purposes, including:

a. promotional activities by Costa Crociere, other affiliates of Carnival Corporation & plc (hereinafter "the Group"), in Sweden and abroad, and/or commercial partners, using automated means (e.g. email, text message, instant messaging app, etc.) and other methods (e.g. ordinary mail, phone call from an operator, etc.). In particular, Costa Crociere may use the email address you provided when purchasing the holiday package to send information and promotional offers relating to similar services and products marketed by Costa Crociere, by the Group and/or commercial partners, also without your consent, unless you object to this.

The Carnival Group companies are: Carnival Corporation (CCL), Carnival plc (P&O, Cunard, Princess Asia), Costa Crociere S.p.A. (AIDA and Costa Cruises), 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) and SeaVacations Limited (CCL business in UK).

Costa Crociere's commercial partners may belong to any of the following categories:

a) tourism activities;

b) airlines/transport services;

c) travel agencies;

d) insurance companies.

b. profiling, i.e. analysis of your vacation preferences and market research so as to improve the services and commercial information offered by Costa Crociere, so that these services and information are more in line with your interests. This activity may also be carried out by means of customer satisfaction questionnaires and/or profiling cookies used as you surf Costa's websites.

(ii) Purposes related to the supply of ancillary services, including:

a. registration on our websites (e.g. MyCosta) and on our digital platforms so that you can access and use the services provided on the portal and reserved for registered users and so as to guarantee you a personalized vacation (e.g. for the purchase of wellness packages, beverage packages, wellness treatments, Costa photos and gifts, parties etc.).

Processing for marketing purposes (i.e. both for promotional activities and for profiling) can only be carried out with your consent.

Nature of the data provided and consequences of refusal to provide such data

The submission of your personal data is optional; however, in the event of failure to provide the data requested for the purposes stated in a) and b) above, all or part of the service requested will not be delivered and you will be unable to take advantage of the foregoing opportunities.

Conversely, by voluntarily providing the optional details, you will enable Costa Crociere to improve the services offered so as to bring them increasingly into line with the passengers' personal interests.

The submission of your sensitive/special personal data is optional; however, failure to provide such data means that Costa Crociere may be unable to fulfill certain contractual obligations or guarantee that you can be provided with any medical services required.

Categories of recipients of personal data

Your data will not be publicly disseminated and may only be communicated, for the purposes stated above, to parties belonging to one of the following categories:

- Costa Crociere employees, in their capacity as data handlers and/or processors;
- affiliates that belong to the same Group as Costa Crociere, including those headquartered abroad;
- suppliers and/or concessionaires of Costa Crociere that provide shipboard or shoreside services required during the cruise (e.g. Port Agents, entertainment etc.);
- natural persons, enterprises, associations or professionals that provide services, assistance and consultancy to Costa Crociere in order to safeguard the latter's rights (e.g. accountants, doctors, lawyers, tax consultants, auditors, auditing or due diligence consultants, etc.);
- natural persons, enterprises or agencies that provide marketing, analysis and consultancy services to Costa Crociere;
- persons whose right to access your data is authorized by judgments and other decisions or injunctions issued by judicial authorities, including the port authorities in the places of disembarkation.

The list of parties who have been granted access to your data is available for consultation at the Company at the following addresses: privacy@costa.it or Costa Crociere S.p.A., Piazza Piccapietra no. 48, 16121 Genova, attention: the Data Protection Officer.

Transfer of personal data outside the European Union

Your personal data may be transferred abroad to third parties, within or outside the EU, but only for the aforementioned purposes.

In the event of transfer of the data outside the European Union, the country concerned must guarantee an appropriate level of protection based on a specific decision by the European Commission or, otherwise, the recipient will be contractually obliged to ensure an appropriate level of data protection comparable to that laid down in the GDPR.

Data retention period

Your personal data will be retained for no longer than required to fulfill the purposes for which they were collected and are subsequently processed. They will be stored for the duration of the contract between you and the Company, and subsequently:

- i. for no longer than the applicable time limit laid down by the law;
- ii. for no longer than the specific time limits laid down by the relevant data retention requirements (e.g. for tax returns);
- iii. for the period required to safeguard the data controller's rights with regard to the defense of any legal claims arising from performance of the service.

Photos/images and audio/video recordings collected during events on board will be retained for a period limited to the duration of the cruise and then erased.

Personal data collected and processed for profiling will be retained for no longer than ten (10) years; at the end of the retention period the data will be automatically deleted or permanently anonymized.

Data controller and processors

The data controller is Costa Crociere S.p.A. headquartered in Genoa (Italy), Piazza Piccapietra no. 48.

Data Protection Officer

The Data Protection Officer can be contacted at privacy@costa.it or Costa Crociere S.p.A., Piazza Piccapietra no. 48, 16121 Genova.

Rights of the Data Subject

At any time, also as far as concerns profiling, you may exercise the rights pursuant to Art. 15 to 22 of the GDPR, namely:

- a) to access your personal data;
- b) to request the rectification of your personal data;
- c) to withdraw your consent to the use and disclosure of your personal data;
- d) to request the erasure of your personal data;
- e) to receive your personal data in a structured, commonly used and machine-readable format and to transmit those data to another controller;
- f) to object to the processing of your personal data, also for marketing or profiling purposes;
- g) to obtain the restriction of processing of your personal data;
- h) to lodge a complaint with a supervisory authority;
- i) to receive notice in the event of a personal data breach;

j) to request information regarding:

- i. the purposes of processing;
- ii. the categories of personal data;
- iii. the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organizations and the existence of appropriate safeguards;
- iv. the data retention period;
- v. where the personal data are not collected from the data subject, any available information as to their source.

You also have the right, at any time, to object to being sent messages related to marketing or profiling activities by clicking on the “unsubscribe” link at the foot of the email received or by sending a specific request to this effect to one of the addresses below.

You can exercise these rights and/or obtain further information about the processing of your personal data by writing to:

privacy@costa.it or Costa Crociere S.p.A. Piazza Piccapietra 48, 16121 Genova, attention: the Data Protection Officer.