

# General contractual conditions

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 our website [www.https://www.costacruises.eu](https://www.costacruises.eu) 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 (EU Directive no. 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) and completed in full.

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. The person making the booking shall also guarantee that all the people listed give their consent to the processing of their personal and/or special data.

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 authorized persons. 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 24<sup>th</sup> 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 reduced mobility 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. 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 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.

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 terms and 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 General information concerning any health requirements in the countries of destination visited during the cruise is provided by the Organizer in the "Useful Info" section of Costa's brochures. In addition to the Organizer's obligation to provide any information pursuant to Art. 5 of these general contractual conditions, prior to departure the Passenger is invited to obtain information regarding the health and safety situation in the places on the itinerary by consulting the websites of the Italian Ministry of Foreign Affairs and International Cooperation – *Viaggiare Sicuri* portal

(<http://www.viaggiasesicuri.it/>) – and of the World Health Organization – International Travel and Health portal (<https://www.who.int/ith/en/>).

2.15 Prior to the closure of the contract, Passengers are provided with a leaflet containing the information required under Art. 34.1 a) to i) of the Tourism Code, including the main features of the tourism services offered.

### **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.

3.1.2 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 ID 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 phone on +39 010 4206099 or via the Costa Cruises website [www.https://www.costacruises.eu](https://www.costacruises.eu)), 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 Art. 7 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 +39 010 4206099.

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 The prices (Basic, Comfort, All inclusive and Deluxe Rates) are all-inclusive to the extent indicated in the brochure, on the website [www.https://www.costacruises.eu/](https://www.costacruises.eu/), in the quote and/or booking request and in the contract form signed by the Passenger.

Port taxes vary depending on the chosen itinerary, the length of the cruise and the ports of call.

The amount of the total price of the cruise attributable to port taxes is specified in the precontractual documents provided to the Passenger for that particular cruise (estimate/quotation, non-binding option, customized web page for online booking).

The service charge is a compulsory charge levied for use of shipboard hotel services. It allows us to ensure that Guests are always provided with amenities and services that comply with the highest quality standards

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.

The service charge is debited each day in the same way as occurs for other expenses incurred. The daily amount of the charge varies according to the itinerary, the type of cabin and the shipboard currency (on each cruise, payment for services is only permitted in one currency, either the US dollar or the euro – the “shipboard currency”, chosen according to the area of operation of the cruise).

The amounts shown in the following table refer to the service charge that applies to Passengers aged over 14. Children under the age of 4 do not pay the service charge while those aged between 4 and 14, sailing on the Basic Rate, pay 50% of the amounts given in the table. The figures listed below were correct at the time of publication of these general terms and conditions and are subject to change; any such change will be announced immediately with information given both on the Costa Cruises website and in travel agencies.

Ship	Cruises	Daily service charge per adult
COSTA TOSCANA	from 06/28/2021	€10
COSTA SMERALDA	from 06/06/2020	€10
COSTA DIADEMA	from 06/07/2020	€10
COSTA FASCINOSA	from 06/05/2020 to	€10

	12/05/2020	
	from 12/05/2020 to 04/13/2021	US\$12.50
	from 04/13/2021	€10
COSTA FAVOLOSA	from 06/05/2020	€10
COSTA DELIZIOSA	from 06/06/2020	€10
COSTA LUMINOSA	from 06/07/2020 to 11/30/2020	€10
	from 11/30/2020 to 03/13/2021	US\$12.50
	from 03/13/2021	€10
COSTA PACIFICA	from 06/05/2020 to 12/02/2020	€10
	from 12/02/2020 to 03/08/2021	US\$12.50
	from 03/08/2021	€10
COSTA MAGICA	from 06/06/2020	€10
COSTA FORTUNA	from 06/09/2020	€10

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 package 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 "Passenger's right of withdrawal from the contract". Passengers will also be asked to pay the following additional charge: (i) €50 in the case of a transfer of the contract as per Art. 9 below; (ii) €50 in the case of cancellation at least 60 days before departure for the All-Inclusive Rate and at least 90 days before departure for the Basic Rate, or 20% of the price of the package in the case of cancellation at least 60 days before departure for the Basic Rate, as stated in Art. 7.1; (iii) €50 in the case of a change to the departure date or to the itinerary at least 60 days before departure.

4.2 In accordance with Art. 39 of the Tourism Code, the prices may be changed up to 20 days prior to the scheduled start of the package 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 due to the cost of Jet Aviation Fuel, (ii) in the cost of ship fuel or other power sources, (iii) in taxes or fees on services included in the holiday package, such as embarkation, disembarkation or landing fees at ports or airports, (iv) in the exchange rates relevant to the package, (v) in the Emission Trading Scheme market price (ETS or "carbon tax") as per Legislative Decree no. 257/2010.

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 [www.https://www.costacruises.eu](https://www.costacruises.eu);

- in case (iii), the full amount of the increase in taxes and fees;

- in case (iv), the amount of the increase in the exchange rates applicable to the package;

- in case (v), 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] <sup>iii</sup>.

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 taxes and fees;

- 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.

4.3 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 before the start of the holiday package”) of these general terms and conditions.

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.

4.5 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.

## **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 clearly and accurately on a durable medium 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 characteristics of the travel services (e.g. the destination, itinerary, means of transport, category of transport, dates or times) as per Art. 34.1a) of the Code, cannot fulfill the specific requirements as per Art. 36.5a) of the Code, or intends to increase 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. If the traveler terminates the package contract, the Organizer may offer a substitute holiday package of equivalent or higher quality.

Pursuant to Art. 40. 3 of the Tourism Code, without undue delay the Organizer shall advise

the Passenger clearly and accurately on a durable medium:

- of the proposed changes and their affect on the price of the package;
- of the reasonable period within which the traveler shall inform the Organizer of their decision;

- of the consequences if the Passenger fails to reply within the period specified in 5.3 and of the substitute holiday package, if applicable, and its price.

5.3 The Passenger shall inform the Organizer (via the Travel Agency if they prefer) of their decision within:

- 7 working days of the date on which they acquired knowledge of the changes if such date was more than 30 days prior to the start of the holiday package;

- 5 working days of the date on which they acquired knowledge of the changes if such date was between 15 and 30 days prior to the start of the holiday package;

- 2 working days of the date on which they acquired knowledge of the changes if such date was less than 15 days prior to the start of the holiday package.

5.4 In the event that changes to the terms and conditions of the contract for the holiday package or for the substitute holiday package as per 5.2 mean that the package is of lower cost or quality, the Passenger shall be entitled to an appropriate price reduction. If the Passenger withdraws from the contract or does not accept the substitute package, the Organizer shall – within 14 days of the date of termination – refund all the amounts paid by and on behalf of the Passenger.

## **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 significant proportion – in terms of cost or quality – of the travel services as agreed in the contract, they shall propose suitable alternative arrangements, if possible of equivalent or higher quality, for the continuation of the package 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 specified in the contract.

6.2 The Passenger can only refuse the alternative arrangements if they are not comparable to those originally agreed in the holiday package contract or if the price reduction granted is inadequate.

6.3 If it is not possible to make alternative arrangements or if the Passenger rejects those arrangements in accordance with Art. 42.8 of the Tourism Code, the traveler shall be granted a price reduction. In the event of a breach of the obligation to provide alternative arrangements pursuant to Art. 6.1 above, the provisions of Art. 15.2 of the general contractual conditions regarding the liability of the Organizer.

## **7. Passenger's right of withdrawal from the contract**

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; however, where the traveler terminates the contract, they shall be charged the following standard amounts. The percentages shown refer to the proportions of the price paid by the Passenger, excluding the service charge and taxes.

DELUXE, COMFORT, ALL INCLUSIVE:

50€ FOR CANCELLATIONS AT LEAST 45 DAYS BEFORE DEPARTURE;

25% 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 6 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 44 AND 30 DAYS BEFORE DEPARTURE;

75% OF THE PRICE OF THE CRUISE FOR CANCELLATION BETWEEN 29 AND 15 BEFORE DEPARTURE;

100% OF THE PRICE OF THE CRUISE FOR CANCELLATION FROM 14 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 89 AND 45 DAYS BEFORE DEPARTURE;

40% OF THE PRICE OF THE PACKAGE FOR CANCELLATIONS BETWEEN 44 AND 28 DAYS BEFORE DEPARTURE

60% OF THE PRICE OF THE PACKAGE FOR CANCELLATIONS BETWEEN 27 AND 20 DAYS BEFORE DEPARTURE;

75% OF THE PRICE OF THE PACKAGE FOR CANCELLATIONS BETWEEN 19 AND 14 DAYS BEFORE DEPARTURE;

80% OF THE PRICE OF THE PACKAGE FOR CANCELLATIONS BETWEEN 13 AND 10 DAYS BEFORE DEPARTURE;

100% OF THE PRICE OF THE PACKAGE FOR CANCELLATIONS BETWEEN 09 AND THE DEPARTURE DATE;

LAST MINUTE:

## 100% OF THE PRICE OF THE PACKAGE FOR CANCELLATIONS

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 a full refund of any payment made for the package, but without right to any other form of compensation.

7.3 For bookings made by phone on +39 010 4206099 or online at [www.https://www.costacruiques.eu](https://www.costacruiques.eu), 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 termination 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 termination of the contract without undue delay from the start of the package.

### **9. Transfer of the holiday package contract to another traveler**

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 transfer the package travel contract to another person 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 transferee from taking the cruise on the same terms as the transferor; b) the transferee 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 transferor and the transferee shall be jointly and severally liable for payment of the balance due as well as of the standard expenses referred to in 7.1 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 transfer the contract 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 transferor and the transferee shall be jointly and severally liable for payment of the price of the package, and also for payment of additional expenses, charges or other costs, including any administrative and service fees arising from the transfer.

## **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, which is provided on page 6 of the pre-contractual information and 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 as well as with any legal requirements in the countries included in the cruise.

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 checks, screening and health assessments to be carried out both prior to boarding and once on board 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. 2.11 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 the provisions of the previous paragraph, the Passenger shall act in compliance with the procedures implemented by the Organizer for the purpose of containing the Covid-19 pandemic with specific regard to social distancing, excursions, the use of face masks and hygiene protocols. These procedures are subject to change at any time due to the introduction of new, applicable, legislative requirements. Any Passenger who fails to comply with the procedures will be ordered to disembark 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 Master**

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 should this be necessary in order to ensure the safety of the passengers and the ship, 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.

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. Organizer's Responsibilities**

15.1 Pursuant to Articles 42 and 43 of the Tourism Code, the Organizer is responsible for performance of the contractual services provided for in the holiday package, regardless of whether they are to be supplied by the Organizer personally, or by third party service providers. The Organizer shall not be held liable for damages caused by the Passenger (including acts performed independently by the Passenger during the delivery of tourism 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.

15.2 The Passenger shall promptly inform the Organizer of any non-compliance (non-conformity) found during performance of a tourism service under the holiday package contract and in such case the Organizer shall remedy the non-compliance, taking into account the extent of the lack of conformity and the value of the tourism services affected, unless this proves impracticable or excessively costly. If the Organizer does not remedy the non-conformity, the provisions of Art. 43 of the Tourism Code shall apply; if the Organizer fails to remedy the non-compliance within a reasonable period specified by the Passenger in relation to the duration and features of the package, the traveler may personally remedy the lack of conformity and request reimbursement of the necessary, reasonable and documented expenses; finally, if the Organizer refuses to remedy the non-conformity or if it is necessary to remedy it immediately, the Passenger does not need to specify a time limit.

15.3 Pursuant to Art. 43 of the Tourism Code, the Passenger shall be entitled to an appropriate reduction in the price for the period of non-compliance (non-conformity) of the

tourism service unless the Organizer proves that this is attributable to the traveler. The Passenger shall be entitled to payment, without undue delay, of compensation for any damages arising.

15.4 In the event of a substantial breach of the Organizer's obligations regarding the performance of a tourism service under the holiday package contract, the Organizer shall remedy the breach within a reasonable period specified by the Passenger. Failing this, the traveler may terminate the package contract with immediate effect or, where appropriate, request a reduction in the price pursuant to Art. 43 of the Tourism Code, without prejudice to any compensation for damages. In the event of termination of the agreement, if the package included carriage of passengers, the Organizer shall also organize the repatriation of the Passenger with equivalent means of transport without undue delay and at no additional cost to the traveler. In the event that the Passenger's repatriation cannot be arranged, the provisions of Art. 42.6 and 42.7 of the Tourism Code shall apply.

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

15.6 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.

15.7 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.

## **16. Limitations of liability**

16.1 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.

16.2 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.

## **17. Excursions**

17.1 The times and itineraries of shore excursions 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.

17.2 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.

17.3 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 Passengers with disabilities.

17.4 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.

## **18. Air transport**

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 The use of hard copy material, trademarks, logos or any other element identifying Costa cruises in the documentation as per 18.5 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.

18.7 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.

## **19. Ship's doctor**

19.1 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.

19.2 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.

## **20. Storage of values**

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.

## **21. Obligation to provide assistance**

The Organizer is required to give assistance to the Passenger if they are in difficulty. 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 charge a reasonable fee based on the actual costs incurred for the provision of such assistance if the difficulty is caused intentionally by the Passenger or through their negligence.

## **22. Complaints and claims**

22.1 In accordance with the provisions of Regulation EU no. 1177/2010 concerning maritime passenger rights, where a passenger wishes to make a complaint to the Organizer, they shall submit it within 2 months from the date on which the service was performed or should have been performed. Within 1 month of receiving the complaint, the Organizer shall give notice to the claimant that the complaint has been substantiated, rejected or is still being considered. The time taken to provide the final reply shall be no longer than 2 months from the receipt of the complaint.

22.2 Complaints may be sent in Italian and/or English using the downloadable form at <https://www.costacruises.eu/informations/contact-us.html>:

- by email to [costa\\_customerservice@costa.it](mailto:costa_customerservice@costa.it)
- by certified email to [ufficio.legale.costa.crociere@legalmail.it](mailto:ufficio.legale.costa.crociere@legalmail.it)
- by ordinary/registered mail to Costa cruises S.p.A., Piazza Piccapietra, n. 48, 16121, Genova (Italia).

22.3 A passenger may also choose to send a complaint to any of the above addresses without using the complaint form provided. However, no complaint shall be considered valid unless it includes at least the following details:

- a) the Passenger's details (name, surname, address or contact number) and those of their attorney, if applicable, together with the power of attorney from the Passenger and a copy of the latter's ID;
- b) i details of the journey concerned (time, date and place of departure, destination) and of the transport contract (booking reference or ticket number);
- c) a description of the non-compliance of the service with one or more of the requirements laid down in European or national regulations or in the transport general contractual conditions.

22.4 In the event of the Organizer's failure to reply by the aforementioned deadline to a complaint submitted correctly and containing all the information set out above, the Passenger shall be entitled to:

1. use the out-of-court dispute settlement procedure by applying to the Chamber of Commerce in their place of residence and/or domicile;
2. lodge a "second instance" complaint with the Transport Regulation Authority by writing to [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it) or [art@autorita-trasporti.it](mailto:art@autorita-trasporti.it).

22.5 The Passenger shall be entitled to receive automatic compensation calculated on the ticket price for the transport service for an amount not less than:

- a) 10% of the ticket price if the reply to the complaint is provided between 61 days and 90 days from the receipt of the complaint;
- b) 20% of the ticket price if the reply to the complaint is not provided within 90 days from the receipt of the complaint.

2. The foregoing compensation shall not be payable if:

- a) the amount thereof is less than €6;
- b) the complaint is not submitted correctly by the Passenger, by the set deadline and containing at least the information set out above;
- c) the passenger has already received automatic compensation for a complaint submitted regarding the same journey.

### **23. Insurance cover for trip cancellation, medical assistance and luggage**

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

23.2 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.

### **24. Guarantee fund**

24.1 Pursuant to Art. 47 of the Tourism Code, 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 SE, Via Fabio Filzi, 29 - 20124 Milano (Italia), +39.02.27.095 1 Fax: +39.02.27.095.333 [chubb.denunce@chubb.com](mailto:chubb.denunce@chubb.com)). The policy also covers reimbursement of the costs paid for meals and accommodation – if required – prior to repatriation.

24.2 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.

### **25. Privacy notice**

Costa cruises S.p.A. (hereinafter also “Costa cruises”), 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 cruises 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 cruises to provide the services as effectively as possible, with particular regard to:

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

(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 Cruises;

(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 Cruises'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 cruises, other affiliates of Carnival Corporation & plc (hereinafter "the Group"), in Italy 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 cruises 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 cruises, 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 cruises 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 cruises'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 cruises, 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 cruises 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 cruises 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 cruises employees, in their capacity as data handlers and/or processors;
- affiliates that belong to the same Group as Costa cruises, including those headquartered abroad;
- suppliers and/or concessionaires of Costa cruises 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 cruises 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 cruises;
- 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](mailto:privacy@costa.it) or Costa cruises S.p.A., Piazza Piccapietra, n. 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 cruises 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](mailto:privacy@costa.it) or Costa cruises S.p.A., Piazza Piccapietra, n. 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](mailto:privacy@costa.it) or Costa cruises S.p.A. Piazza Piccapietra 48, 16121 Genova, attention: the Data Protection Officer.

<sup>ii</sup> N.B.

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

- cost of fuel for ship propulsion: €376.50 (per metric ton, Platts HFO Genoa as at June 2018)

- cost of fuel for charter flights: JAF (Jet Aviation Fuel) US\$550 per metric ton
- cost of fuel for scheduled flights: the “YQ” tax or “YR” tax entries found in the GDS on 02/01/2018 were used

The exchange rate used for all the services is:

Ship €1 = US\$1.1607 – Flights €1 = US\$1.10

We would therefore like to point out that the rates shown in the pricing tables are subject to change and may not be the same as those shown here.

Please check the best available price with your Travel Agency or at [www.https://www.costacruises.eu](https://www.costacruises.eu).

iii The average ETS carbon tax market price is public information and can be checked at <https://markets.businessinsider.com/commodities/co2-european-emission-allowances>.

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).