



Passenger ticket contract

Important notice: this is your ticket contract. Please read it carefully as it governs your legal rights. Pay special attention to paragraphs 1 through 9 that limit the carrier's liability and the carrier's right to take legal action.

By accepting or using this ticket, you, the Guest, acknowledge, accept and agree to all of its terms and conditions. Certain provisions are highlighted to draw your attention to them, but all provisions are important and binding on you. The Carrier agrees to transport the Guest and her luggage only under the following conditions, which the Guest acknowledges and undertakes to fully comply with. The limitations and contractual provisions herein shall apply to any and all disputes between the Guest and the Carrier, regardless of whether the incident giving rise to the dispute occurs on board the Vessel, on land or while the Guest is in route to or from the Ship by any mode of transportation, including, but not limited to, tenders, buses, taxis, airlines or private transportation.

In the event of a direct conflict between a provision of this agreement and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking and posted on our website, the PBOR prevails.

DEFINITION OF TERMS USED IN THIS TICKET

When used in these General Conditions of the Ticket Contract (sometimes referred to as the "Contract"), the word "Guest" shall mean each and every person traveling hereunder, including persons traveling with the person or persons named on the ticket or transported. according to this Agreement. It also means the spouse, estate, executors, administrators, heirs, successors and assigns of such Guest and, if a minor, shall include the minor and the minor's parents, guardians and dependents.

The word "Carrier" when used herein means Costa Crociere SpA, an Italian corporation, the Vessel and other vessels owned, chartered, operated, marketed or provided by Costa Crociere SpA, and all of its officers, staff, members of the crew, agents. and assign.

The word "Vessel", when used herein, shall mean the vessel specified herein and any other vessel on which Guest may travel or against which Guest may file a claim.

The word "Cruise Fee" means the amount paid for the cruise, plus any travel to or from the Ship at the beginning or end of the cruise, if arranged by the Carrier. The Cruise Fare will be deemed earned when paid and is non-refundable except as provided in Paragraph 11 of this Agreement. In the event of any conflict between the terms of this Agreement and the terms and conditions of Carrier's website, the terms of this Agreement shall prevail. The Cruise Fare includes maritime transportation, accommodation and ordinary meals on board the Ship during the trip.

The cruise fare does not include (i) mandatory charges for hotel service, liquor, wine or other beverages, alternative dining locations, shore excursions, laundry and other goods or services purchased on board the ship or ashore, or any other incidental charge or expense. (ii) supplemental fuel charges and (iii) taxes and fees that the Carrier is obligated to collect from the Guest or pay with respect to the Guest or the trip to governmental or quasi-governmental authorities, including, but not limited to, port operators. Such taxes and fees include, but are not limited to, those charged for embarkation, disembarkation or landing, arrival or departure taxes, security surcharges, guest facility charges and customs and immigration fees, Panama Canal tolls, transportation fees, berthing fees, dock fees, inspection fees, air taxes or hotel VAT taxes incurred as part of a land tour, immigration and naturalization fees, port maintenance fees and internal revenue service fees, whether calculated by guest, per berth, per ton or per vessel. Fees and taxes charged per ton or per vessel will be divided among Guests based on the capacity of the Vessel. These charges are in addition to the Cruise Fare and Guest shall pay these charges to Carrier in full immediately upon request by Carrier.



Guest agrees that imposition or changes in these amounts, whether imposed by Carrier or elected by Guest, do not give rise to a right of cancellation.

1. NOTICE OF CLAIMS AND LIMITATION OF ACTION

Carrier shall not be liable for any physical or emotional injury, illness, or death of Guest unless written notice of the claim with complete details is given to Carrier or its duly authorized agent within 185 days of the date of injury, illness or death. In no event shall any legal proceeding be maintained unless it is filed within one year after the date of injury, illness or death, and unless valid notice is given to the Carrier within 120 days after the commencement of the proceeding. The Carrier shall not be liable for any claim, except for physical or emotional injury, illness or death of the Guest, unless written notice of the claim with complete details is given to the Carrier or its duly authorized agent within thirty (30) days after the Guest disembarks from the Vessel, or in the event that the trip is abandoned within thirty (30) days. No legal proceeding of any kind, except for personal injury, illness or death, may be maintained in any case unless filed within six (6) months after the Guest disembarks from the Vessel, or in the event that the trip is abandoned within six (6) months thereafter, and unless valid notification or service is made to the Carrier within 120 days after the start of the procedure.

2. CHOICE OF THE FORUM; ARBITRATION OF CERTAIN CLAIMS; NON-STOP OF THE VESSEL

a) Any claim, controversy, dispute, demand or matter of any kind arising out of, relating to or incident to any Cruise or in connection with this Contract shall be brought solely in the courts of Genoa, Italy, excluding the courts of any other country, state or nation. Italian law will apply to such proceedings, without effect on Italian choice of law principles.

b) There is no right to arrest. Guest hereby waives any right to arrest or detain the Vessel in any jurisdiction.

3. LIMITATIONS OF LIABILITY OF THE CARRIER

The Carrier will be responsible only for its negligence. The Carrier shall not be liable for acts of God, acts of war, civil commotion, riots, strikes, acts of terrorism or acts of sovereign states or governments. In addition to all restrictions and exemptions from liability provided for in this Agreement, the Carrier claims the benefit of all restrictions, exemptions and limitations of liability set forth in the "Convention Relating to the Carriage of Guests and Their Luggage by Sea, 1974." as well as the "Protocol to the Convention Relating to the Carriage of Guests and Their Luggage by Sea of 1976" ("Athens Convention"), and the "Convention on Limitation of Liability for Maritime Claims" of 1976 ("LLMC Convention") which limit Carrier's liability for death or personal injury of Guest to not more than 46,666 Special Drawing Rights ("SDRs") as defined therein, and all other limits for damage to or loss of personal property. The value of 46,666 SDR is equivalent to approximately USD 64,891 at the time of printing this Contract and the current value is publicly available and published in the Wall Street Journal and on the Internet at www.imf.org/external/np/fin/data/rms_sdrv.aspx. In addition, the Carrier shall be entitled, to the maximum extent permitted by law, to any and all limitations and immunities of liability provided for in the International Convention on Travel Contracts ("CCV Convention") signed in Brussels, Belgium, on April 23, 1970. In the event of a conflict between the aforementioned provisions of the United States Code, the Athens Convention, the LLMC and the CCV, the Carrier shall have the right to invoke the provisions that provide the greatest limitations and immunities to the Carrier. Nothing in this Agreement is intended to, nor shall it operate to limit or deprive Carrier of any such legal limitation or exoneration of liability.

4. LIMITATION OF LIABILITY OF THE CARRIER'S AGENTS, SERVANTS AND OTHERS

All defenses, limitations and disclaimers of any kind relating to the liability and obligation of the Carrier that may be asserted by the Carrier under this Agreement or by law extend fully to and



They may also be invoked by all persons or entities that may act in name of the Carrier, on whose behalf the Carrier may act, and by certain other persons or entities. Such persons and entities may include, but are not limited to, Carrier's parent, subsidiaries, affiliates and their officers, directors, successors, assigns, representatives, agents, employees, licensors and contractors,

The officers, directors, successors, assigns, representatives, agents, employees, servants, licensees and contractors of the Carrier,

the Vessel and other vessels owned, chartered, operated, marketed or provided by the Carrier, all masters, officers, staff members, crew members, independent contractors, medical providers, concessionaires, pilots, suppliers, agents and assigns to board your

6. LIMITATIONS OF THE CARRIER'S LIABILITY FOR LUGGAGE AND MOVABLE PROPERTY

a) The Carrier's liability for damage to or loss of the Guest's luggage, belongings or property, including, but not limited to, clothing worn by the Guest, even if temporarily in the Carrier's custody, is limited to the maximum amount of the minor five hundred US dollars (US\$500) per Guest or one hundred fifty US dollars (US\$150) per piece, unless before the start of the trip the Guest declares in writing a higher value and pays a higher rate equal to five percent (5 %) of the declared value; provided, however, that under no circumstances will Carrier be liable for an amount greater than five thousand U.S. dollars (US\$5,000), even if Guest has declared a greater value and paid a higher rate. In any case, Guest must provide proof of purchase and value, and under no circumstances will Carrier be responsible for normal wear and tear.

b) In the event of loss or damage to luggage, the Guest must request that the officers or agents of the Vessel at the port of disembarkation verify the loss or damage when the luggage is delivered to the Guest.

c) The Carrier does not undertake to transport and will not be responsible for the loss or damage of money, negotiable securities, commercial or other documents, jewelry, commercial tools or product samples, works of art, electronics, computers, disks or other storage devices. electronic or similar storage, cell phones, cameras, video or audio cassettes, CDs, binoculars, recreational equipment, dental equipment, eyeglasses (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs or scooters under any circumstances, whether carried in Guest's luggage or otherwise, or any other item of value, as described in Title 46 of the United States Code § 30503, whether kept in the cabin or in the Guest's luggage or otherwise, unless placed in security boxes provided by the Carrier. Under no circumstances will the Carrier be responsible for the loss or damage of valuables placed in safe deposit boxes, unless the identity of the valuables and their value have been declared in writing by the Guest. In no event will Carrier's liability to Guest for such lost or stolen valuables exceed five hundred US dollars (US\$500.00).

7. LIMITATION OF THE CARRIER'S LIABILITY FOR CERTAIN DAMAGES

Under no circumstances will Carrier be liable to Guest for damages for emotional distress, mental anguish, or psychological injury of any kind, where such damages were not the result of physical injury to Guest, but rather the result of Guest being harmed. actual risk of physical injury, nor intentionally inflicted by the Carrier.

8. LIMITATION OF CARRIER'S LIABILITY FOR THE CONDUCT OF THIRD PARTIES OR EMPLOYEES ACTING OUTSIDE THE SCOPE OF EMPLOYMENT

Carrier shall not be liable vicariously for the intentional or negligent acts of any person not employed by Carrier or for any intentional or negligent acts of Carrier's employees committed while off duty or outside the course and scope of their employment.

9. WAIVER OF CLASS OR REPRESENTATIVE ACTIONS



This agreement provides for the exclusive resolution of disputes through individual legal actions on behalf of each Guest rather than through any class or representative action. Even if applicable law provides otherwise, Guest agrees that any arbitration or claim against the airline will be litigated by Guest individually and not as a member of any class or representative action, and Guest expressly agrees to waive any law giving right to participate in a class or representative action.

10. VALIDITY OF THE TICKET; CONTRACT MODIFICATION; TRAVEL DOCUMENTS

a) This Contract is valid only for the person or persons to whom it is issued. It is not transferable. It is valid only for the Vessel, accommodation and sailing date specified here. It must be shown to any of the Ship's officers or Carrier officials when requested. Carrier will not be responsible for making any refunds to Guest with respect to lost tickets or tickets that are wholly or partially unused by Guest for any reason.

b) The Carrier reserves the right to modify the terms and conditions of this Contract, including those relating to costs and charges. If the Contract is substantially modified, the Guest will have the right to cancel the Contract and receive a full refund of the amount received by the Carrier. This must be done by the Guest no later than ten (10) days after receiving notification of the modifications. Changes in governmental or quasi-governmental taxes and fees, fuel surcharges or other surcharges and the terms and conditions of deposit, payment and cancellation will not be considered material or give rise to cancellation and may be made without prior notice. The Carrier reserves the right to increase published fares and airfare supplements at any time, provided that such changes do not apply to Guests who have paid a deposit or the full cruise fare. Itinerary modifications or trip interruption or cancellation or ticket refund as described in Paragraph 14 are not considered a modification of this Agreement.

c) The Guest must have in his or her possession the appropriate documentation required by the government of the port of embarkation and all ports of call.

The Guest is advised to consult with their travel agent and the appropriate government agencies and embassies to determine what documentation will be required. **The Carrier assumes no responsibility for informing the Guest about immigration or any other government requirements. The Carrier may refuse to embark the Guest or may disembark the Guest if the Guest does not present the required documentation.** Such denial of boarding or disembarkation shall not incur liability to the Carrier and no refund of the Cruise Fare paid in such circumstances will be due to the Guest.

11. CANCELLATION, REFUNDS AND CHARGES

Except as otherwise provided in this Agreement or unless Carrier notifies Guest in writing that other terms apply, if Guest cancels this Agreement for any reason, only the Cruise Fare or a portion thereof paid will be refunded, depending on specific conditions, itinerary and when the Contract was cancelled. Cancellations and refund requests must be communicated to the Carrier during business hours. All documents (deposit receipt or fare tickets) issued by the Carrier must be returned before any refund can be processed.

Cruise reservation cancellations can be completed prior to the cruise departure date. Failure to arrive at the port of embarkation constitutes a "no-show." A "No Show" results in 100% cancellation charges. If a Guest anticipates a delay on boarding day, she should contact the emergency number found on the Cruise Ticket.

Guests booked through a travel agent must contact their agent if they wish to cancel. Cancellation charges, per person, will be assessed based on when Costa receives cancellation notices. Please see below.



If the Guest for any reason does not show up on the departure date or interrupts a trip that has already started, the Guest will not be entitled to any refund.

The name change fee applies to a name/person change (excluding minor typographical/spelling changes) to a single Guest. A name change involving more than one Guest on a reservation is considered a new reservation and the charges reflected in the cancellation policy displayed on our website in the Terms and Conditions, Passenger Ticket Contract will apply. Note: For restricted rates (Basic and Promotional), if there is a name change of one or more Guests, the corresponding charge applies. A change from a booking from an air/sea package to a cruise only constitutes a cancellation of the air portion of the package and is subject to the cancellation charges noted above.

Administrative and cancellation fees apply to both individual and group bookings. The charges above do not include cancellation or change fees that may be assessed by airlines, hotels or other independent contractors, which will be assessed in accordance with each supplier's policies.

12. WORRY-FREE TRAVEL PROTECTION ON THE COAST

The Shipping Company recommends that the Guest purchase some type of travel protection, which can be obtained through a travel agent or other sources, to provide coverage during the trip. For the convenience of our Guests, we offer Carefree Travel Protection which provides trip cancellation coverage and other coverage while you travel. However, the Carrier is not an insurer and Carefree Travel Protection is provided by an independent contractor and is subject to the terms and conditions of the plan description, a copy of which is available online at

www.affinitytravelcert.com/docs/NWECST01. Guests should consult the terms and conditions of coverage to determine available benefits and exclusions. Carefree Travel Protection is not effective unless and until Carrier has received and accepted payment of the plan fee, which must be made on or before final payment for the cruise vacation.

13. ACCOMMODATION ALLOCATION

The Carrier reserves the right to assign accommodations other than those previously assigned to the Guest as long as they are of equal or greater value. In addition, the Shipping Company reserves the right to assign accommodation of lower value than those paid by the Guest, provided that the Shipping Company offers a refund equal to the difference in the Cruise Rate attributable to the cabin category that the Guest paid for and the category of cabin finally assigned and offered. the Guest the right to cancel the trip without charge.

14. ITINERARY MODIFICATION OR TRIP CANCELLATION

a) The Carrier may, for any reason, including, but not limited to, adverse weather conditions, perils at sea, strikes on land or on board ship, war, hostilities or the perceived threat thereof, at any time, with or without prior notice, cancel, delay, or advance any navigation or add, delete or alter any or all ports of call during the voyage itinerary, including ports of embarkation and disembarkation, or substitute another vessel, and the Carrier shall not be liable for any loss arising out of or in connection with such cancellation, deviation, delay, substitution or modifications. In the event that the trip is canceled prior to commencement, the Carrier will refund the Guest the actual amount paid by the Guest to the Carrier for the trip and in no event will the Carrier be liable for any resulting damages, costs or expenses of any kind.

b) The Master has full authority to proceed without a pilot, tow and assist vessels in all circumstances, and the Master may deviate from the ordinary route or modify the voyage itinerary in any direction for any distance and for any purpose, including, among others, helping other ships in danger or in emergencies of any kind involving any person or thing. The Ship may call at any port included or not in the itinerary, as well as transfer the Guest and his luggage to any other vessel or means of transportation, whether or not belonging to the Carrier, back to the port of embarkation or the original port. Planned port of disembarkation. In any of these



cases, the Guest will not have the right to cancel this Contract, to recover damages or costs, nor to obtain any reimbursement of expenses of any kind from the Carrier.

c) If the completion of the voyage is interrupted, hindered or prevented (or in the opinion of the Carrier or the Master is likely to be interrupted, hindered or prevented) before or after departure due to force majeure, including, but not limited to, war, hostilities, blockade, ice, labor disputes, strikes on board or ashore, government restriction, fire, breakdown of the Vessel, congestion, docking difficulties, or any other cause, or if the Carrier or the Master considers that for any reason, proceeding to attempt to enter, enter or remain at the Guest's port of destination may expose the Vessel to risk of loss or damage or is likely to delay the Vessel, the Guest and the Guest's luggage may be disembarked at the port of embarkation, or at any port or place at which the Vessel may call and the Carrier's liability shall cease and this Contract shall be deemed to have been fully fulfilled, or if the Guest has not boarded, the Carrier may cancel the proposed voyage. Guest will not be entitled to any refund of the Cruise Fare or compensation, damages or reimbursement of any expenses, but will be given credit for the unused proportion of the Cruise Fare. The Carrier will use all reasonable efforts to arrange the transportation of the Guest and her luggage to the port of destination by any other available means of transportation.

d) The Carrier and the Master reserve the right to follow any order or instruction given by governments or their departments.

e) If the ship deviates from its course due to any cause resulting from the guest's negligence or due to a medical emergency involving the guest, the guest will be responsible for any related costs incurred.

15. FITNESS TO TRAVEL; FUTURE MOTHERS; YOU DRINK; SPECIAL NEEDS; ASSISTANCE ANIMALS

a) Guest acknowledges and understands that sea travel, by definition, involves travel to oceanic locations and areas where the availability of medical care may be limited or delayed and where medical care and emergency evacuation may not be available. The Guest declares that he is and will be fit for said trip.

The Carrier has the absolute right to deny passage to the Guest and disembark the Guest at any time during the voyage, at the sole risk and expense of the Guest, when, in the sole discretion of the Carrier or the Master, the Guest is deemed not to be sufficiently fit to or otherwise unable to continue the journey.

b) **Infants must be at least six (6) months old on the date of shipment**, except that the minimum age is twelve (12) months for transoceanic crossings (Atlantic, Pacific, Indian, Arctic, etc.), world cruises, cruise ships, of 15 days or more in duration, or any other itinerary that, in the opinion of the Carrier, presents serious risks to infants in need of emergency care.

c) The Guest must inform the carrier if she is pregnant, **As the vessels are not equipped to offer pregnancy and childbirth assistance, reservations will not be accepted from guests who have entered at any time 23 weeks and 6 days estimated fetal gestational age.** time during the cruise. Every pregnant woman must present a medical certificate attesting to her and her child's good health. The Shipping Company will not be, in any way, responsible for any event that occurs during or after the trip and that arises from or is related to the pregnancy. Guests who do not meet these requirements will not be able to board the Vessel under any circumstances.

d) **The Guest must, at the time of booking the cruise, inform during business hours of any special needs, including existing physical or mental illness, disability or any other condition for which the Guest or any other Guest in his or her care may require care. medical or special accommodations during travel or for which the use of a wheelchair or service animal is contemplated or necessary.**

Such notification must also be confirmed by the Guest to the Shipping Company in writing at the time of booking. If any of these conditions arise after the Guest has booked the cruise, the Guest must report the condition to the Carrier as soon as she becomes aware of it.



The Carrier and the doctor and other personnel of the Ship will have no liability, obligation or liability of any kind for any consequences arising from the failure of the Guest or the Guest's travel agent to provide such information, and the Carrier may cancel the Guest's reservation, assessing any cancellation fee applicable if it is not provided, sufficient time to perform an appropriate evaluation of the medical condition or any special accommodation or other requirements necessary for such disability or condition. The Carrier will have the right to request a letter from a doctor certifying the Guest's fitness to travel; however, Carrier shall not be bound by any advice given by such physician. Carrier reserves the right to revoke or deny passage to any person who, in the sole discretion of Carrier or the Vessel's physician, requires treatment, care or accommodations beyond those that the Vessel's facilities can reasonably or easily provide, or whose physical or mental conditions may make them unsuitable or incapable of undertaking a cruise voyage due to limited facilities on board, or which may create an unreasonable risk of injury or harm to themselves or others. By accepting Guest with a physical or mental condition or disability, Carrier assumes no responsibility, obligation or liability of any kind for such Guest beyond that assumed for any other Guest as provided in this Ticket Contract. All Guests are subject to all limitations, terms and conditions set forth in the Ticket Contract.

e) Guests with physical limitations may travel with a properly trained and certified service animal (e.g., trained guide dogs) provided that the Carrier receives advance written notice of the Guest's desire to travel with the animal and the Guest Take full responsibility for the animal's food, and hygiene. Guests are advised that assistance animals may not be permitted off the ship in some or all ports due to animal quarantine requirements. The guest is responsible for confirming with local authorities where the animal will be allowed to disembark and whether it may be allowed to enter the port of disembarkation if taken on board the ship or disembarked at any port.

The Guest agrees to indemnify and hold harmless the Carrier for any loss, damage or injury to persons or property caused by the presence of the animal.

f) In order to contain the Covid-19 pandemic and to safeguard the health and safety of all persons on board our ships, the Guest must present all documents and health information necessary for boarding. Besides, **Guest shall provide true and accurate health declarations upon check-in (online or shipboard prior to boarding) and hereby agrees to undergo temperature, screening and medical checks prior to boarding and on board the ship. The Carrier reserves the right to deny passage / order the disembarkation of the Guest if her state of health or the information requested prevents her from traveling on the ship in accordance with current health and safety regulations. If a Passenger refuses to provide the required information and/or documents, or to submit to the health check carried out on board, this will constitute a breach of these terms and conditions, giving rise to the termination of this Ticket contract, without any right to obtain a refund of the amount paid for the part of the vacation package not provided and/or for the other associated services purchased.**

g) In addition to what is provided in the previous paragraph, the Guest must act in accordance with the procedures implemented by the Carrier in order to contain the Covid-19 pandemic and related to social distancing, excursions, use of face masks and hygiene. protocols. These procedures are continually updated by law. If these procedures are not respected, the Guest will be disembarked without the right to obtain a refund of the amount paid for the part of the vacation package not provided and/or for the other associated services purchased.

16. MINOR GUESTS

Carrier will deny boarding to any Guest under twenty-one (21) years of age, unless the Guest is traveling in the same cabin with a person twenty-five (25) years of age or older; or travel in the same cabin with your spouse; or travel with a parent or guardian in an accompanying cabin. Proof of age and/or proof of marriage is required.

The Carrier will not be liable for any refund or damages in respect of any failure by the Guest to provide adequate proof of age or marriage or failure to comply with this provision. Guest agrees that no Guest under the age of twenty-one (21) will purchase or consume alcohol on cruises embarking or disembarking Guests in US ports, or under the age of eighteen (18) for all others.



cruises. Guests under 18 years of age are not permitted to play in the onboard casino or use the spa facilities and must be accompanied by a person over 18 years of age on shore excursions. The guest's age on the sailing date determines their status throughout the cruise. Each adult Guest shall supervise any minor under his or her care and ensure compliance with all rules and regulations of the Carrier, the Vessel or their officers and the provisions of this Passage Contract. Any minor Guest and accompanying adult Guests may be disembarked or denied boarding without liability for refund, payment or compensation for failure to comply with any of these rules, regulations or provisions. Each adult Guest will indemnify and hold harmless the Carrier for any act or omission of any accompanying minor.

17. GUEST RESPONSIBILITY; DAMAGES; FINES AND EXPENSES

- a) The Guest must at all times obey all rules, regulations and orders of the Carrier and the Captain of the Ship as indicated in Paragraph 22.
- b) The Guest must attend all safety briefings and emergency drills that the Carrier organizes on board the ship. If this requirement is not met, the Captain, in accordance with art. 186 of the Italian Maritime Law and in accordance with Paragraph 22 below, may take all appropriate measures, including disciplinary disembarkation of the Guest.
- c) The Guest may not solicit other Guests for commercial purposes or advertise goods or services on board the Ship without the prior consent of the Carrier.
- d) The Guest is responsible for complying without delay with the requirements of all immigration, port, health, customs and government police authorities, and all other laws and regulations of each country or state from or to which the Guest will travel. The Carrier will not be responsible for ensuring compliance by the Guest.
- e) The Guest and the parent or guardian of any minor Guests will be directly responsible to the Carrier and will reimburse the Carrier for everything;

Damage caused by the Guest to the Vessel or its furniture or equipment and for property damage or injuries caused to other Guests or crew,

finer, penalties or other expenses that may be incurred by the Carrier, or that, as a result of the acts or omissions of the Guest, may be assessed against the Guest, the Ship or the Carrier by port authorities, customs officials, immigration or health or by any other official of any country, and

Costs and expenses, including repatriation, resulting from any delay or detention of the guest on board the ship or elsewhere due to injury, illness, disability or quarantine or due to the action of any government or authority or for any other reason that It is not the carrier's fault. .

- f) The Carrier has no obligation to refund any part of the Cruise Fare paid or to reimburse any expenses to the Guest if the Guest is disembarked in accordance with Paragraph 15 of this Contract during the voyage or is not on board the Ship for any reason. when the Vessel departs from any port.

18. LUGGAGE; RIGHT OF SEARCH; ANIMALS, ALCOHOL AND OTHER PROHIBITED AND DANGEROUS ITEMS

- a) The Guest will be allowed a reasonable amount of luggage free of charge. Luggage means only suitcases, suitcases, purses, bags, hangers and packages the contents of which consist solely of clothing, toiletries and similar personal effects that are necessary and appropriate for the purpose of the trip. For the convenience of the Guest, safe deposit boxes are provided free of charge under the conditions set forth herein and as indicated at the time the safe is requested.



b) In the interest of international security at sea, and in the interest of the convenience of other Guests, the Guest hereby agrees and consents to a reasonable search of his/her person, baggage or other property and stateroom, and to the removal and confiscation or destruction of any object which may, in the opinion of the Carrier, impair the safety of the Vessel or the comfort or convenience of other Guests.

c) The Guest is prohibited from bringing live animals (except documented assistance animals), flammable animals, firearms, ammunition, explosives, illegal drugs or other potentially harmful or dangerous weapons, substances or materials on board the Vessel. **Guest further agrees that alcohol purchased or obtained on land may not be brought on board the ship.** The Carrier reserves the right to refuse to allow the Guest to carry on board any additional items it deems inappropriate.

19. SHIP DOCTOR

a) If a guest requires medical attention while on board one of our ships, the ship's doctor is available to provide services for a regular fee.

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

20. AGENTS; GUEST'S RESPONSIBILITY FOR PAYMENT

The travel agent, if any, who booked the Guest's cruise, including, but not limited to, a travel wholesaler or online travel service provider, acts at all times as the Guest's agent and not as the Carrier. The reservation of the cruise and the delivery of this Agreement by the Carrier to the Guest or the Guest's travel agent, whether by postal mail, email or other means, are binding on the Guest, and the Guest will be responsible to the Carrier, for the total amount of the cruise fare.

The Carrier is not responsible for any representation or statement made by the travel agent with respect to the cruise program purchased by the Guest or for any conduct of the Guest's travel agent, including, but not limited to, the failure to remit the Guest's deposit, or other funds to the Carrier or any failure to send a refund from the Carrier to the Guest. The receipt of any document or notice by the Guest's travel agent, including this Ticket Contract, whether by postal mail, email or other means, will constitute receipt thereof by the Guest.

21. GUEST SAFETY

The carrier's ships visit numerous ports in various countries. The Carrier reserves the right to modify or cancel itineraries with or without prior notice for any reason, including, but not limited to, the interest of safety. However, the Guest assumes responsibility for the Guest's own safety and the Carrier cannot guarantee the Guest's safety while on or off the Ship.

The United States Department of State and other government and tourism organizations periodically issue notices and warnings to travelers and Carrier strongly recommends that Guest obtain and consider such information when making travel decisions. The Carrier assumes no responsibility for the collection of such information.

22. POWERS OF THE MASTER (Captain)

a) The Captain of the ship has the right to retain the cargo and control without a pilot, to tow and assist other ships under any circumstances, to deviate from the planned route, to enter any port (whether or not the same) itinerary of the ship. ship) and transfer a Guest and their luggage to another ship to continue the trip.

b) The Guest is subject to the disciplinary authority of the Captain of the ship with regard to the safety of the ship and navigation. In particular, the guest must comply with all instructions and orders issued on board, including



those related to safety instructions and emergency drills

according to point 17 above. If, in the sole opinion of the Captain, a Guest is unfit to commence or continue the cruise or his or her physical or mental condition constitutes a risk to the ship or to the health and safety of any other Guest or crew member, or his or her behavior is such that it may affect the enjoyment of other Guests, the Master has the right, depending on the case in question, to,

- i) deny passage to the guest,
- ii) order the disembarkation of the Guest in any port,
- iii) refuse to allow the guest to disembark at a particular port,
- iv) confine the Guest to a certain area of the ship or deny the possibility of participating in certain activities on board.

Air carriers or other service providers may take similar measures independently, in accordance with the disciplinary authority conferred on them by law or contract; In this regard, the Carrier will not assume any liability in relation to these airlines or service providers.

c) The Carrier and the Master of the vessel shall be free to comply with any order or instruction 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 who has, under the terms of the ship's War Risk Insurance, the right to issue such orders or instructions. If by reason of and in compliance with such orders or instructions, anything is done or not done, the same shall not be considered a deviation or breach of contract. The disembarkation of any Guest or the unloading of baggage in accordance with such orders or instructions shall constitute due and proper performance of the obligation under the contract, relieving the Carrier of any liability for the continuation of the voyage or the repatriation of the Guests.

23. Refusal to accept new reservations

a) If a passenger commits any of the following acts, the Carrier and the Master reserve the right to deny the passenger additional passage on any Carnival Corporation ship for a period of time, to be determined.

b) At the discretion of the Carrier, a Passenger may be notified of the refusal to accept new reservations and of the consequent cancellation of reservations already made if, on his last cruise, the Passenger in question:

committed any violation under the provisions of paragraphs 17 and 22;
caused loss or damage to other people or property belonging to the Carrier and/or third parties;
has not paid the balance of the cruise fare and/or onboard account and/or has not paid for other purchases or owes sums of money to the Carrier or any Carnival Corporation company and does not pay such amounts immediately.

c) Any reservation made before the Passenger committed one or more of the aforementioned acts will be canceled as they affect that Passenger and only that Passenger. In that case, the Carrier will refund the amounts already paid by the Passenger for their reservation. In the event that the change to the reservation results in additional charges for occupancy, changes in rates, availability or prohibits the remaining members of the reservation from sailing, normal rates will apply as described in section 11.

d) The Carrier will send written notification of the above to the Passenger at the address indicated by the first to the second.

24. WEBSITE

Guest accepts and agrees to the terms and conditions of the applicable Carrier website, which is hereby incorporated into this Agreement as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms and conditions of Carrier's website, the terms of this Agreement shall prevail.



25. RIGHT TO USE AND DISPLAY THE GUEST'S IMAGE

The Guest grants the Carrier the exclusive right throughout the universe in perpetuity, free of any claims, to use his/her photograph, image, likeness, voice or other audiovisual representation taken during the cruise, including the right to edit, combine and make unlimited use of such materials with other materials, or remove or juxtapose any part of such materials with other materials, in any way, including, without limitation, the unlimited right to copy, revise, distribute, display and sell photographs, images, films, tapes or recordings in any and all media now known or hereafter devised, including, but not limited to, use on the Internet, for all purposes, including promotional, advertising, marketing or other commercial purposes of the Operator or companies or brands affiliated or related. Guest hereby waives any ownership interest or right that Guest may have in such materials.

26. THE TERMS OF THE CONTRACT ARE DIVISIBLE

Except as provided in Paragraph 9, if any part or provision of this Agreement is held invalid, illegal or unenforceable, that part will only be ineffective to the limited extent of such invalidity, illegality or unenforceability and the remainder of this Agreement will remain in full force and effect. vigor and effect. In the event that any provision restricting or exempting the Carrier's liability or limiting remedies against the Carrier is invalid under applicable law, it shall automatically be replaced by the restriction or exemption of the Carrier's liability or limitation of remedies, as applicable. case, more favorable for the Carrier.

27. THE ENTIRE CONTRACT

This Agreement constitutes the entire agreement between Guest and Carrier. There are no other representations, commitments or warranties of Carrier, written or oral, except those expressly set forth herein and this Agreement may not be modified except in a writing signed by Carrier.