

# General Terms and Conditions (the “Contract”)

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.costacruises.eu](http://www.costacruises.eu) or available at their Travel Agent's.

**THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY COSTA CROCIERE S.p.A. TO, AND ACCEPTED BY, GUEST SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW.**

**THE ATTENTION OF GUEST IS ESPECIALLY DIRECTED TO SECTIONS 2, 3, 4, 5, 6, 7, 10, 11, 12, 16, 18, 19, 22, 23, 25.**

**In consideration of the receipt of the deposit and/or boarding and lodging on the vessel to which this Contract applies (the “Vessel”), Costa and Guest agree that the booking of the cruise and the cruise are subject to the following terms and conditions.**

## **1. Applicable Regulations**

1.1 The Organizer is Costa Crociere S.p.A. headquartered in Piazza Piccapietra 48, 16121 Genova, Italy.

1.2. 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 any 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 this contract 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.

1.4. The term “Guest” shall include the plural where appropriate, and means all persons or entities booking or purchasing traveling under this Contract, including heirs, representatives, and any accompanying minors. The masculine includes the feminine. “Guest” shall have the same meaning as “Passenger” in this Contract.

## **2. Execution of the contract**

2.1 Booking requests shall be made and completed in full correctly.

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 and published by the Organizer from time to time at its discretion.

2.5 Travel Agencies that hold a valid license act as intermediaries and may issue the Passenger with a copy of the pre-contractual information; a copy of the Contract and any additional information provided by Costa to the travel agency.

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 persons named in the booking including minors and/or Passenger with disability (and their personal representatives) and, in any event, that all the contractual obligations will be fulfilled by all the people listed in the booking who have agreed to be bound by these terms and conditions. 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. The booking is valid only for those named on the booking.

#### 2.7 Minors:

Booking requests made by minors under 18 years old 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 who will at all times during the voyage be responsible for the welfare, safety, conduct and behavior of the minor guests at all times during the cruise. Costa shall not be liable to make any refunds or for any compensation with respect to any Guest's failure to comply with the above provision.

In certain destinations, minors who are not accompanied by both parents/by a third party adult may be required to present, at the time of embarkation, an official travel authorization signed by the non-traveling parent/s. This authorization must be validated by the competent authorities (e.g., police headquarters, consulates, or other designated bodies) in accordance with the applicable regulations of the country of departure or destination.

It is the responsibility of the Guest to verify and obtain all necessary documentation prior to departure. Failure to present the required authorization may result in denial of boarding without entitlement to a refund.

Costa shall not be held liable for any consequences arising from the absence or invalidity of such documentation.

Guests who are traveling with minors agree to properly supervise and monitor all minors traveling with them, to be responsible at all times for the safety and behavior of the minor and to prevent such minors from engaging in hazardous horseplay or any other dangerous behavior.

#### 2.8 Pregnancy:

Due to cruise ships' lack of facilities and the risk of premature labor, pregnant 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 taking into account the proposed Itinerary and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD). Costa cannot be held responsible or liable for any complications relating to pregnancy at any stage and arising during or after the entire cruise vacation.

Costa cannot accept a booking or subsequently carry a Guest unless they comply with the requirement of this clause 2.8.

Costa expressly reserves the right to refuse passage to board to any Guest who appears to be in an advanced state of pregnancy and Costa shall have no liability whatsoever in respect of either such refusal and/or the carriage of any such Guest.

#### 2.9 Infants:

Infants must be at least 6 months of age at the time of embarkation in order to sail. However children must be at least 12 months of age at the time of embarkation to sail on the following itineraries: Transoceanic voyages, cruises of 14 days or more and/or remote itineraries where there are more than 2 consecutive sea day (this excludes voyages which navigate adjacent to coast lines where appropriate emergency pediatric medical care may be available at a port of refuge, or from external support, within 1 day of cruising). For each cruise and itineraries the above conditions may vary.

#### 2.10 Disabled Person or Person with Reduced Mobility:

It refers to a condition that limits a person's mobility when using transport, due to a physical disability (sensory or locomotor, whether permanent or temporary), and/or intellectual or psychosocial impairment, and/or any other cause of disability, including age. This condition requires appropriate attention, which may include the administration of medication and the adaptation of services provided by Costa to meet the individual's specific needs, ensuring equal access to the services available to all guests. Costa's ships offer a limited number of cabins for Guests with disability or reduced mobility, but not all public areas or facilities on board have accessible features. Booking requests for Passengers with disability or reduced mobility will therefore be granted subject to availability of these specially designed cabins and, where necessary, to the condition that the Passenger is accompanied by another person capable of providing the assistance required by the former as per Regulation EU no. 1177/2010, as well as to the prior assessment by the competent offices of the medical documentation requested at the time of booking (as described below).

#### 2.11 Health declarations at the time of the purchase:

a) By booking, Guest warrants that Guest and Guest's travelling party are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or crewmembers or result in a deviation of the voyage.

b) Any Passenger with any physical or mental condition, a disability, illnesses or other needs requiring medical special arrangements, medical equipment/supplies or special care or assistance during the voyage, including Guests who use autonomously medications (such as morphine) that may affect cognitive or physical abilities, is obliged to notify the Organizer in writing at the time of booking of the travel package. Upon booking the cruise, Guests who have such special needs are requested to inform the Organizer and fill in a medical form providing any information useful to the to the medical staff to make a exhaustive risk assessment.

It is important that the fullest information is provided by the Guest at the time of booking without any omission.

In order to ensure that Costa can provide the necessary assistance and there are no issues relating to the design of the ship or port infrastructure and equipment, including port terminals, which may make it impossible to carry out the embarkation, disembarkation or carriage of the Guest in a safe or operationally feasible manner, Guests who may require special treatment or assistance or with reduced mobility or Disabilities (including Guests who use wheelchairs) must advise Costa at the time of booking. Guests who use wheelchairs must furnish their own standard size wheelchairs. Ships' wheelchairs are available for emergency use only. For the safety of the ship and all guests on board, all

wheelchairs and other aids to mobility must be stored in the Guest's cabin when they are not being used and in order to ensure that this is possible, and to so ensure the safety of the ship and all Guests on board, Costa reserves the right to require that Guests who use wheelchairs book a specified category of cabin. Some ports of call require tenders to go ashore and may preclude Guests using a wheelchair from leaving the ship for safety reasons. A decision made by the ship's Captain on this is binding.

Costa reserves the right to refuse passage to any Guest who has failed to notify their requirement for special treatment or assistance or of reduced mobility or Disabilities (including the requirement to use a wheelchair).

The cost for loss or damage to mobility equipment caused by the fault or neglect of Costa or a shipping incident is subject to Costa's absolute discretion to either repair or replace the equipment.

The Organizer reserves the right to apply policies that may limit the number and maximum combined value of mobility or other medical equipment permitted on board per cabin.

c) Costa recommends that any Guest who is not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage. Costa does not provide one-on-one personal care assistance, and all Guests must be able to provide such care for themselves (e.g., performing personal tasks such as eating, dressing, toileting, bathing, and getting around the Vessel). Once on board, our crew will not provide any assistance with such personal tasks.

Costa reserves the right to require any Guest to produce medical evidence of fitness to travel on the Package in order to assess whether that Guest can be carried safely in accordance with applicable international, EU or national law. Where the Organizer considers that it is strictly necessary it may require a Guest with reduced mobility or any Disability to be accompanied by another person who is fit and able to assist them in day-to-day tasks and capable of providing the assistance required by the Guest with reduced mobility or any Disability. This requirement will be based entirely on safety grounds and may vary from ship to ship and/or itinerary to itinerary. The assessment of whether or not it is strictly necessary for a Guest to be accompanied will be based on information provided at the time of booking. Guests are requested to provide as much information as possible to enable a full risk assessment to be made. Guests may be asked to provide further information to ensure that Costa has all relevant information.

d) If the Passenger cannot be carried safely and in accordance with applicable safety requirements then Costa can refuse to accept a booking informing the Guest promptly or to subsequently embark that Passenger on the grounds of safety.

This refusal will be based on a risk assessment by Costa and the medical staff considering, among others, the applicable provisions of the International Management Code for the Safe Operation of Ships and for Pollution Prevention ("ISM Code") and the International Convention for the Safety of Life at Sea.

e) Should a Passenger refuse to provide the information and/or documents required according to Section 2.11., or to submit to the health screening under Art. 10.7 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.

f) It is understood that if a Passenger's circumstances change between the date of the booking and the departure date, which may make the carriage of that Passenger unsafe, the Passenger is obliged to inform Costa as soon as possible and to advise Costa of any requirements for special arrangements, medical equipment/supplies, care or assistance in order for the Organizer to make an informed decision as to whether the Guest can be carried safely and/or to assess the suitability of the Package for the Guest.

g) Guests who embark in violation of terms assume all associated risks and agree to indemnify and reimburse Costa for all resulting losses, costs and expenses, including without limitation those related to the Vessel's deviation from its scheduled route, and other expenses attributable to disembarkation of such Guests due to his health status not declared at the booking time. Guests are further advised to refer to Sections 10.7. which specify their responsibilities and obligations in these situations.

#### 2.12 Notifications and Use of Guest Contact Information:

a) Information about the travel package that is not contained in the contractual documentation, on the Costa 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. The Guest agrees to comply not only with the terms and conditions of this Contract, but also with the information available on the MyCosta website platform - accessible via personal credentials after booking - and any additional information shared via the email address provided at the time of booking.

b) Guest agrees that any email address, telephone number, or mailing address provided to Costa during the booking or per-cruise process by or on behalf of such Guest ("**Provided Contact Information**") may be used by Costa as the email address, telephone number, or mailing address for such Guest, whether or not the Provided Contact Information in fact includes Guest's individual email address, telephone number, or mailing address. Guest consents to and agrees that Costa may use the Provided Contact Information to give any notice or information relating to Guest's reservation, booking, or ticket contract and that Costa's sending of any notice or information by use of the Provided Contact Information shall constitute notice to Guest. Guest further consents to and agrees that Costa may communicate with any person contacting Costa from any Provided Contact Information concerning Guest's reservation, booking, cruise and/or services. Guest hereby releases and forever discharges Costa from any and all claims, demands, damages, actions, causes of actions or suits arising out of, or related to: 1) Costa's use of the provided contact information to provide notices or information to Guest, or; 2) Costa's communicating with any person contacting carnival from the provided contact information concerning Guest's reservation, booking, cruise and/or services.

c) In accordance with Directive 98/41/EC and the Organizer's safety obligations, each Guest is required to provide a reliable emergency contact at the time of the booking. This contact must be someone not travelling on board reachable throughout the voyage and may be used by the Organizer solely in case of emergency or for safety-related communication.

#### 2.13. Specific Terms to Certain Contracts and Offers:

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.

#### 2.14. Guaranteed Cabin:

The purchase of a travel package with a "guaranteed cabin" involves booking a package at a significantly reduced price compared to other fares, with the assignment of a provisional cabin (so-called "guaranteed cabin") without the possibility of choosing the final cabin in advance. The assignment of the final cabin takes place close to departure according to the level of occupancy of the ship chosen and may be of a higher and/or equal category to that assigned at the time of booking.

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 which could considerably reduce the available space. The final cabin details are provided in any case before departure by the Organizer. The allocation of a cabin with additional beds does not give a right to free cancellation.

#### 2.15 Health Information and Travel Advice for Cruise Destinations:

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 Costa official website [www.costacruises.eu](http://www.costacruises.eu). 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 World Health Organization – International Travel and Health portal (<https://www.who.int/ith/en/>).

2.16 Prior to the closure of the contract, Passengers are provided with any information related to the booking, including the main features of the tourism services offered.

### 3. Payment

3.1 At the time of the booking, when the contract is entered into, the Passenger shall pay a deposit calculated according with the following charts. The balance shall be paid 30 days before the departure. Failure to pay the deposit by the due date shall entitle Costa not to confirm the booking, whether or not a booking confirmation has already been issued. 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.

An additional deposit amount may be required for any additional travel component added to the booking.

FARE	DAYS TO DEPARTURE	DEPOSIT FOR ALL CRUISES (except from World Cruise)
MyCruise/All Inclusive/ Super All Inclusive	Up to 60 days	€100 per person
MyCruise/All Inclusive/ Super All Inclusive	Between 59 to 30	20%
MyCruise/All Inclusive/ Super All Inclusive	Between 29 to 15	50%
MyCruise/All Inclusive/ Super All Inclusive	Between 14 to 8	75%
MyCruise/All Inclusive/ Super All Inclusive	7 days or less	100%

FARE	DAYS TO DEPARTURE	DEPOSIT FOR WORLD CRUISE ONLY
Standard	Up to 90 days	25%

Standard	Between 89 to 30	50%
Standard	Between 29 to 15	75%
Standard	14 days or less	100%

<b>FARE</b>	<b>DAYS TO DEPARTURE</b>	<b>COSTA SERENA departing from November 2025</b>
MyCruise/All Inclusive/ Super All Inclusive	Up to 270 days	€100 per person
MyCruise/All Inclusive/ Super All Inclusive	Between 269 to 90	15%
MyCruise/All Inclusive/ Super All Inclusive	Between 89 to 30	50%
MyCruise/All Inclusive/ Super All Inclusive	Between 29 to 10	75%
MyCruise/All Inclusive/ Super All Inclusive	9 days or less	100%

3.1. If the contract is entered into less than 30 days before departure, the whole amount of the travel package shall be paid at the time of the purchase.

3.2

Failure to pay the outstanding balance within the deadline specified in art. 3.1., or within any alternative deadline exceptionally granted in writing by Costa, shall constitute a breach of contract and shall entitle Costa to treat the booking as cancelled. Consequently, Costa shall (a) retain the deposit by way of a cancellation charge and (b) charge an amount by way of a cancellation charge as set out in art. 7 (Passenger's right of withdrawal from the contract).

For the purpose of calculating the applicable penalties, the termination date shall be deemed to coincide with the date of the booking is cancelled.

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 Passenger
- 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.
- Emergency contact information of someone not traveling with the Passenger

3.4 Payments made via Travel Agencies are only considered finalized when the Organizer actually receives the amounts due. If the Travel Agency has not paid Costa the balances

and deposit/advances received, no claim for reimbursement will be enforceable against Costa.

3.5 For direct purchases (made by phone with Costa contacts available on our website or via the Costa website [www.costacruises.eu](http://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 by calling Costa contacts available on our website.

Any refunds due by Costa to the Passenger paying by credit card will be made on the latter.

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 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.

3.10 Some additional services available on board during the cruise are subject to a fee. The use of cash is not allowed on board; the only accepted payment method is the personal Costa Card, provided to each Passenger and linked to the cabin account. The Costa Card is strictly personal and cannot be transferred to other Passengers. All purchases made on board during the cruise will be automatically charged to the Costa Card.

Within 24 hours of boarding, it is necessary to register a payment method to cover the expenses charged to the Costa Card. The following payment methods are accepted:

- i. Credit cards from the American Express, Visa, and Mastercard networks with a PIN (prepaid, rechargeable, VISA Electron, Postepay, Postamat, Cirrus Maestro cards are not accepted).
- ii. Debit cards from the Visa, Mastercard, and American Express networks.
- iii. Pagobancomat, exclusively for cruises with onboard currency in EURO, through the Ingenico automatic devices available on the ship.
- iv. Cash deposit of a minimum amount of Euro/USD 150.00 per person at the Cash Deposit Machine to cover the total amount of onboard purchases made. Any remaining credits at the end of the cruise will be refunded in cash at the Cash Deposit Machine, in compliance with current Italian regulations, or via bank transfer for amounts exceeding legal limits.

If expenses exceed Euro/USD 200.00 and a valid payment method has not been registered to cover them, the Costa Card may be temporarily deactivated, and no further purchases will be authorized. The onboard account must be settled using the above payment methods by the evening before disembarkation

#### **4. Pricing, Hotel Service Charges, Prices adjustments, Tourist taxes**



4.1 "Price" means the total price for the Travel Package which includes full board accommodation and ordinary ship's food during the voyage and, if included, any flight and transportation to/from the port of embarkation/disembarkation. The Cruise Fare does not include any other charge or expense which is not specifically mentioned or advertised as being included within the Price;

The Prices include port taxes. 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).

4.2. For your convenience, the hotel service charge is a compulsory charge levied for use of shipboard hotel services automatically added to the onboard account for each guest, except for children under the age of 4, to recognize the efforts of a wide variety of crew members in various departments who contribute to the experiences of all our guests.

It allows us to ensure that Guests are always provided with amenities and services that comply with the highest quality standards.

4.3. It will be charged daily to the Passenger for the on-board hotel services actually enjoyed. The charge will be settled daily in the same way as for other expenses incurred. The preset daily amount may vary depending on the cruise destination, the type of cabin and the currency on board (on each cruise, payment for services is only allowed in one currency, Dollars or Euros, defined as the "currency on board" and which varies according to the geographical area where the cruise takes place). The amounts indicated in the table below refer to the hotel service charges for Passengers over the age of 14 at the time of departure of the travel package. For all cruises, children under the age of 4 are not subject to payment of the hotel service charges, while children between the ages of 4 and 14 pay 50% of the amounts for guests over the age of 14. The age completed at the time of the package departure is considered. The amount shown in the table below was prepared at the time of publication of the general conditions and may be subject to change, which will be promptly announced and available on the Costa website and in travel agencies.

SHIP	CRUISES	HOTEL SERVICE CHARGES PER DAY PER ADULT
COSTA DELIZIOSA	from 16/04/2025	11,00 EURO
COSTA DIADEMA	from 20/04/2025	11,00 EURO
	from 08/11/2025	12,00 USD
	from 28/11/2025 to 19/04/2026	14,50 USD
COSTA FASCINOSA	from 23/03/2025	11,00 EURO
COSTA FAVOLOSA	from 29/03/2025	11,00 EURO
	from 02/11/2025	12,00 USD
	from 23/11/2025 to 13/03/2026	14,50 USD
COSTA FORTUNA	from 30/03/2025	11,00 EURO
COSTA PACIFICA	from 26/03/2025	11,00 EURO

COSTA SERENA	from 01/03/2025	Cabins 16,00 USD Suites, Grand Suites 19,00 USD
	from 21/11/2025 to 04/02/2026	11,00 EURO
	from 14/02/2026 to 17/10/2026	Cabins 16,00 USD Suites, Grand Suites 19,00 USD
	From 18/10/2026 to 22/12/2026	11,00 EURO
COSTA SMERALDA	from 07/04/2025	11 EURO
COSTA TOSCANA	from 29/03/2025	11 EURO

Please note that for bookings made from 10 June 2025, for cruises departing on or after 1 December 2026, the following chart will apply.

This does not apply to the World Cruise 2027 and Costa Serena World Cruise 2027, for which the previous chart remains valid.

VESSEL	HOTEL SERVICE CHARGES FOR GUESTS OVER 14 YO	HOTEL SERVICE CHARGES FOR CHILDREN FROM 4 TO 14 YO
COSTA DELIZIOSA	<b>Euro 12,00 per night</b>	<b>Euro 6 per night</b>
COSTA DIADEMA (including transoceanic Cruises)	For Cruises in South America (excluding transoceanic Cruises) <b>USD 14,5 pre night</b>	For Cruises in South America (excluding transoceanic Cruises) <b>USD 7,00 per night</b>
COSTA FASCINOSA	<b>Euro 12,00 per night</b>	<b>Euro 6 per night</b>
COSTA FAVOLOSA	<b>Euro 12,00 per night</b>	<b>Euro 6 per night</b>
COSTA FORTUNA	<b>Euro 12,00 per night</b>	<b>Euro 6 per night</b>
COSTA PACIFICA	<b>Euro 12,00 per night</b>	<b>Euro 6 per night</b>
COSTA SMERALDA	<b>Euro 12,00 per night</b>	<b>Euro 6 per night</b>
COSTA TOSCANA	<b>Euro 12,00 per night</b>	<b>Euro 6 per night</b>

COSTA SERENA	Euro 12,00 per night	Euro 6 per night
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4.4. If the package includes a flight, transfer from the airport to the port of embarkation and from the port of embarkation to 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.

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) €100 in the case of a change to the departure date or to the itinerary at least 60 days before departure (except from World Cruise and cruise onboard Costa Serena departing from November 2025).

4.5 Costa reserves the right to vary particulars and prices shown in the brochure after the date of publication. Prices, discounts, supplements and special offers advertised in the brochure or elsewhere may be withdrawn or changed. Prices may go up or down. Guests should contact their travel agent for up-to-date prices and charges before booking, and/or call us or visit Costa website.

a) Prices may be changed up to 20 days prior to the scheduled start of the travel package as a result of increases – compared to the prices in effect at the time of the purchase of the travel package –

- (i) in the cost of air fares due to the cost of Jet Aviation Fuel (including any cost related to the Sustainable Aviation Fuel),
- (ii) in the cost of ship fuel or other power sources,
- (iii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and 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 in the field of air transport, as well as from Regulation (EU) 2023/957 and subsequent amendments in the field of maritime transport.

The difference in the price of the travel 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 <sup>iii</sup> and the fare on the departure date;
- in case (ii) and (iii), the full amount of the increase in cost of ship fuel, 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 as set below], the “average market value” of the pollution for the previous month, as announced by the carrier, n-1 [B as set below], and the coefficient [C as set below].

b) 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.

4.6 If the price increase exceeds eight percent (8%) of the total price originally paid by the Passenger for the travel package, the Passenger may, within a reasonable period specified by the Organizer, accept the change or terminate the contract without incurring any cancellation fees pursuant to Art. 11 of the EU Directive no. 2015/2302 and Art. 5 ("Changes to the holiday before the start of the holiday package") of these general terms and conditions.

4.7 Prices are intended per person, based on double occupancy. A single occupancy surcharge will apply to Guests occupying a cabin alone. In the event of cancellations or unused tickets resulting in a single Passenger occupying a cabin, a single occupancy supplement will be applied to that cabin. In the event that all Guests who are booked in a cabin permanently disembark the ship before the end of the cruise, then the cabin will revert to Costa's inventory and be available for booking and no refund shall be payable to the disembarking Guests, save in the event of any liability on the part of Costa.

4.8 The price communicated at the time of booking may be subject to variation, duly communicated by the Organizer, (either increasing and decreasing) in the event of a change in the number of occupants in the cabin.

4.9. The package price does not include any tourist tax, environmental tax, cruise tax, or other similar levies that may be imposed by local authorities in the countries of destination on visitors entering their territory for tourism purposes. These taxes, where applicable, must be paid additionally by the Guest and will be charged to their onboard account, to be settled by the end of the cruise.

An overview of the ports where such taxes apply, along with the corresponding amounts—which may vary depending on the port and the season - is available on the website [Government Tax – Specifically for Iceland and Greece](#). This website is regularly updated by Costa and serves as a reference guide. The amount of the tourist tax payable by the Guest is determined based on the applicable rates at the time of travel.

Costa acts solely as a collecting agent for these taxes and transfers the amounts received directly to the relevant local authorities.

## **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 promptly 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. Costa denies any liability in case the Travel Agency is late or fails to provide the Passenger with any information received from Costa .

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 as per Art. 34.1a) of the Tourism Code, cannot fulfill the specific requirements as per Art. 36.5a) of the Tourism 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 Passenger 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 effect on the price of the package;
- of the reasonable period within which the Passenger shall inform the Organizer of his

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.
- or within the deadline specifically requested by the Organizer in the communication with which the change is transmitted.

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 collected 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. The price reduction may be given in the form of a credit for the purchase of on-board services to be spent during the cruise, refundable at the end of the cruise if unused.

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.

## **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 Passenger terminates the contract, they shall be charged the following standard amounts. The percentages shown refer to the proportions of the price of the Cruise, excluding the hotel service charge and port charge which shall be refunded.

Certain promotional offers may not be listed on this chart, please refer to the terms and conditions of your specific promotion for more details. A full ship charter and a group contract other than this Terms and Conditions may specify their own cancellation charge schedule.

FARE	DAYS TO DEPARTURE	ALL CRUISES (except from World Cruise and cruise onboard Costa Serena as below)
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MyCruise/All Inclusive/ Super All Inclusive	Up to 60 days	€100 per person
MyCruise/All Inclusive/ Super All Inclusive	Between 59 to 30	20%
MyCruise/All Inclusive/ Super All Inclusive	Between 29 to 15	50%
MyCruise/All Inclusive/ Super All Inclusive	Between 14 to 8	75%
MyCruise/All Inclusive/ Super All Inclusive	7 days or less	100%
Last Minute	From booking date to departure date	100%

FARE	DAYS TO DEPARTURE	World Cruise
Standard	Up to 90 days	25%
Standard	Between 89 to 30	50%
Standard	Between 29 to 15	75%
Standard	14 days or less	100%

FARE	DAYS TO DEPARTURE	COSTA SERENA departing from November 2025
MyCruise/All Inclusive/ Super All Inclusive	Up to 270 days	€100 per person
MyCruise/All Inclusive/ Super All Inclusive	Between 269 to 90	15%
MyCruise/All Inclusive/ Super All Inclusive	Between 89 to 30	50%
MyCruise/All Inclusive/ Super All Inclusive	Between 29 to 10	75%
MyCruise/All Inclusive/ Super All Inclusive	9 days or less	100%

7.2 Pursuant to Art. 41.4 of the Code, in the event of unavoidable extraordinary circumstances arising in the place of destination or in the vicinity which have a substantial effect on the performance of the holiday package or on the transportation of Passengers to the destination, the Passenger shall have the right to withdraw from the contract prior to the start of the package, without payment of any cancellation fee and with 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 with Costa contacts available on our website or online at [www.costacruises.eu](http://www.costacruises.eu), 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.

7.4 Costa reserves the right to offer better cancellation conditions and exceptions to those in art. 7.1. during specific promotions, duly advertised, for certain periods of time (e.g. free cancellation up to 15 days before departure). The terms and conditions of each promotion can be found at <https://www.costacruises.eu/deals/last-minute.html>.

7.5. In the event of cancellation of the tour package including the flight in promotional fare, the Passenger will be charged the total cost of the flight equal to the penalties applied by the air carrier. In addition, the standard cancellation fees as indicated in Article 7.1. will be charged in relation to the cruise fare.

7.6. Guests must arrive on time at the port and at their designated arrival appointment time. No refunds will be made in the event of “no shows”, unused tickets, lost tickets, partially used tickets, or cancellations received late or after the start of the cruise. Guest further acknowledges and agrees that they must debark the vessel as instructed by the crew and at their designated time slot for debarkation. Guests will not be permitted to delay the debarkation process or request late debarkation.

## **8. Cancellation by the Organizer**

According to the applicable law, 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) seven 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, beyond Costa's control and will, and notifies the Passenger of termination of the contract without undue delay from the start of the package.

In all other cases of cancellation not falling under the above scenarios, the Organizer will offer the Passenger suitable alternative solutions, which will be communicated on a case-by-case basis, in accordance with the principles of fairness and transparency set out by the applicable law. These may include, for example, rebooking options, substitute packages of equivalent or higher value, or other arrangements deemed appropriate depending on the specific circumstances.

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

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 Passenger Responsibility for Travel Documentation:**

Proper travel documentation and eligibility to travel is required at embarkation and throughout the cruise. It is the Guest's sole responsibility to ensure his/her legal eligibility to travel and to bring and have available at all times all required travel documents.

The Passenger shall have their own identity documents (e.g. identity card, passport, residence permit) valid for travel abroad, depending on your nationality, for all countries on your itinerary. For some destinations, a passport expiry date of at least 6 months from the date of return may be required.

It is also the responsibility of the Passenger to obtain residence and transit visas and any health and/or vaccination certificates that may be required based on their nationality, for all the destination countries of the booked cruise. It is the responsibility of the Passenger to obtain the necessary travel documents for embarkation. Costa may deny access to the vessel to any Passenger who does not have the required travel documents, without recognizing any reimbursement of the price paid or compensation for loss of enjoyment of the cruise.

### **Missed Embarkation ("No Show"):**

Any Guest who fails to board the ship at embarkation, shall be ineligible to board the Vessel thereafter without Costa's consent, and shall not attempt to do so at the same or another port. Under these circumstances the Guest shall not be entitled to a refund or compensation of any kind. Guest is responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to their final destination. Under no circumstances shall Costa be liable for any costs, damages or expenses whatsoever incurred by any Guest as a result of such failure, cancellation or denial of boarding.

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 Forbidden Items onboard:**



The Passenger shall not bring merchandise, live animals, weapons, ammunition, explosives or inflammable, toxic or dangerous substances on board the ship and and/or any food and/or goods whose purchase and/or export is prohibited by local and/or applicable regulations (such as Regulation (EC) n. 338/97 on the protection of species of wild fauna and flora by regulating trade therein).

For a list of items that are not allowed to be taken on board, see the dedicated section on the <https://www.costacruises.eu/useful-links/prohibited-articles.html> website. 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, heaters, drone.

#### 10.4 Passenger Liability for Damages and Penalties:

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 Right of Subrogation:

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 Personal Information for safety sailing:

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 as modified by EU Directive 2109/2017.

The collection and processing of data (including images) shall be carried out for the purposes of ensuring public safety and order on board as well as for the effectiveness of any search and rescue operations and in compliance with the provisions of Regulation (EU) no. 679/2016 (the General Data Protection Regulation).

10.7 Safety and Health: The Passenger shall attend safety briefings and emergency drills that the Organizer arranges on board the ship at the commencement of the cruise and any subsequent briefing ordered by the ship's officer during the cruise. 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 to grant the safety onboard including disciplinary disembarkation of the Passenger concerned.

Guests shall comply with all onboard health, environmental and safety policies and procedures and shall familiarize themselves with the nature and character of the Vessel, onboard waste /recycling receptacle stations, as well as, all emergency exits, to assist with safe evacuation in the event of an emergency.

Guests are encouraged to discuss the advisability of travel with their physician. Guest acknowledges, understands and accepts that while aboard the Vessel, in terminals and boarding areas, or during activities ashore and/ or while traveling to or from the Vessel, the Guest may be exposed to communicable illnesses, including but not limited to covid-19, influenza, colds and norovirus. Guest further understands and accepts that the risk of exposures to these communicable illnesses and others is inherent in all activities where people interact or share common facilities, are beyond Costa's control, and cannot be eliminated under any circumstances, although Costa implements precautionary protocol. Guest knowingly and voluntarily accepts these risks as part of this Contract, including the

risk of illness arising from such exposures, and/or all related damages, loss, costs and expenses of any nature whatsoever.

10.7.1. Embarkation: For the purpose of containing the spread of any virus and/or any diseases (such as virus SARS-CoV-2 19 or any other contagious and/or risky virus or diseases) and in order to safeguard the health and safety of everyone on board our ships, the Passenger, if required, shall submit any documents and any other information related to the countries of origin, residence or where he/she travelled prior to embarkation; and any other necessary information.

In addition, the Passenger, if required, shall provide truthful and accurate health declarations when they check in (online or alongside ship prior to boarding) and hereby agrees to submit, if necessary, to temperature checks, any screening and health assessments to be carried out both prior to boarding and once on-board ship aimed at preserving the health onboard.

Should a Passenger refuse to provide the information and/or documents required, or to submit to the health screening carried out on board or before the embarkation, 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.

10.7.2. Stay onboard: The Organizer reserves the right to refuse the embarkation/order the disembarkation/isolation of the Passenger for a strictly necessary time, prescribed by local regulations and/or indicated by the doctor on board in accordance with Article 19.2 if, following an assessment by the ship's doctor or on the basis of applicable regulations, your stay and/or free movement on board may endanger your health, that of other Passengers and/or the crew.

10.7.3. In addition to the provisions of the previous paragraph, the Passenger shall act in compliance with the procedures implemented and duly communicated by the Organizer for the purpose of containing the spread of any pandemic and/or virus onboard.

The Passenger agrees, *ex multis*, to comply with

(a) any precautionary measures relating to social distancing, the way in which excursions are performed, the use of protective equipment such as face masks, and, in general, hygiene protocols,

(b) any measures of isolation and/or early disembarkation as may be prescribed by the ship's doctor and/or any competent authorities in the event of special health circumstances that endanger the safety and health on board and/or in case the Passenger tests positive for any viruses and/or diseases that are epidemiologically widespread (e.g. SARS-COV-2-19, gastrointestinal viruses, etc.);

(c) the preventive measures implemented on board and the indications given by the doctor on board, should the Passenger be identified as a close contact of a positive Passenger for viruses and/or epidemiologically spread diseases.

In cases referred to letter (b) and (c), no additional compensation or immaterial damage will be due by the Organizer.

Any precautionary measures taken to protect safety on board may be subject to change according to the health context of the moment. In the event of non-compliance with any procedures, duly communicated to the Passenger, the latter will be disembarked without the possibility of obtaining reimbursement for the part of the journey not enjoyed and/or for the other services purchased in the package.

10.8. The Organizer has a "zero tolerance" policy toward any illegal activity or behavior by Guests or crew aboard. Guest agrees to comply with this policy and further acknowledges that it is Costa's policy to report incidents of illegal activity or behavior to the appropriate

law enforcement authorities. Costa will cooperate with relevant authorities in any civil or criminal proceedings sought by those agencies.

**10.9 Smoking, Substance Use, and Breach of Contract:**

Any and all forms of smoking, including but not limited to, cigarettes, cigars, pipes, vaporizers, and electronic cigarettes are strictly prohibited on board Costa's vessels except in specific designated exterior deck areas. All staterooms and suite accommodations, including the outside balconies, are non-smoking. Any marijuana possession or use is strictly prohibited on all Costa's Vessels at all times, regardless of local, state, or other laws which might permit use or possession of marijuana. Guest further acknowledges and agrees that any violation of this policy shall, in the sole discretion of Costa, constitute a material breach of this cruise contract. In the event of such breach, Guest forfeits all rights hereunder, including the right to remain on board. Costa reserves the right to disembark Guest(s), at any port, as determined by Costa. Costa shall not be liable for any refund or other compensation or damages whatsoever to any Guest disembarked pursuant to this provision, or who disembarks because another Guest is so disembarked. Such Guests may also be prohibited from sailing with Costa in the future.

**10.10. Alcohol Possession, Consumption, and Disciplinary Measures:**

For safety reasons, Guests are prohibited from bringing alcoholic beverages on board with the following exception: Any hard liquor, beer, other forms of alcoholic beverage, and non-alcoholic beverages, are strictly prohibited (in both carry-on and checked luggage) and such items will be confiscated and discarded, and no compensation will be provided. Alcoholic beverages purchased in the Vessel's gift shops or at a port of call will be retained by Costa until the end of the voyage.

Costa reserves the right to refuse to serve alcohol to any passenger. Guest acknowledges that the minimum age permitted for the purchase, possession, or consumption of alcoholic beverages aboard Costa's Vessels is eighteen (18). Guest agrees to supervise all persons under age under Guest's charge to ensure that they do not violate this, or any other, shipboard regulation. Guests who attempt to purchase alcohol by using false identification or the Costa Card of a Guest who is eighteen or older will be deemed in violation of this policy. Any Guest eighteen or older who attempts to or purchases alcohol for any Guest under eighteen will also be deemed in violation of this policy. Guest agrees that Costa has the right to disembark any Guest who violates this policy and as well as any adults traveling with minors who violate this policy or any other shipboard regulation.

If the legal drinking age for certain nationalities is higher than eighteen (18), Costa reserves the right to extend the alcohol restriction to Guests over the age of eighteen, in accordance with applicable laws and regulations.

**10.11. Tampering with Life Saving Devices:**

Guest agrees to not tamper with or discard overboard any life saving device such as, but not limited to; life rings and life jackets, unless in an emergency or instructed to do so by the ship's master. Tampering with life-saving devices may result in a fine to the Guest and/or disembarkation without refund.

10.12. Guest agrees not to engage in any lewd, lascivious, indecent, obscene, offensive, or outrageous behavior while on board and specifically agrees that violation of this policy may result in confinement or debarkation from the Vessel with no refund to the Guest and at Guest's own expense for repatriation and travel. Guests shall not solicit anyone on the Vessel for any commercial, professional, illegal, or illicit purposes. Guest agrees that any violation of this or any Clause in the ticket contract may subject Guest to disembarkation with no refund to the Guest and any such actions may cause Guest to be prohibited from sailing with Carnival in the future.

Furthermore, all guests should ensure their clothing and accessories are respectful to fellow guests. Specifically, items worn during the cruise should not contain any message that may be considered offensive or contain nudity, profanity, sexual innuendo/suggestions. In addition, clothing/accessories should not promote negative ethnic or racial commentary, or hatred or violence in any form. Violation of this policy may result in Guest's disembarkation with no refund of any portion of their Total Cruise Price.

10.13. All guests must adhere to Costa's environmental policy as follows: Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Guest will be strictly liable for any illegal dumping or pollution. Any willful or negligent act of discharging or releasing any unauthorized item overboard, without the express permission of the ship's staff may result in a fine, per violation, posted to Guest's onboard account. Fines will be imposed using the functional currency of the Vessel, which may be different than the form of currency used to secure the booking. Additionally, Guest will be charged the reimbursement cost of any unauthorized discharged property belonging to Costa and such charge will be posted to Guest's onboard account.

Guest shall also be responsible for any fines or penalties imposed on Costa by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's violation of the environmental policies. Violation of this policy may result in the disembarkation of all guests in the stateroom. Guests who are disembarked for violating our environmental policy will be responsible for all financial charges and expenses to return home, and no refund will be provided. Additionally, they may be prohibited from sailing with Costa in the future.

10.14. Costa may impose a curfew for minors by requiring Guests under 18 years of age to be clear of all public areas by 1:00 a.m. Vessel's time unless they are accompanied by an adult they are travelling with.

10.15. The Guest shall be liable to and shall reimburse Costa or the Master for any fines or penalties imposed on Costa by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's negligent or intentional act or omission or Guest's failure to observe or comply with local requirements in respect of immigration, border patrol, customs and excise, agriculture, health, environment or any other government regulation whatsoever, including Guest's failure to board the ship prior to the scheduled departure time at any port, and the Guest shall be liable for any and all losses and fines caused by their actions in regards to illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways. For Guests who embark the Vessel in violation of the ticket contract terms, any/all resulting damages, losses, costs, expenses, credits, refunds and related claims, including without limitation those related to a deviation of the Vessel to disembark such Guests, shall be the sole responsibility of the Guest.

The Guest or Guest's estate shall be liable to and shall reimburse Costa for all deviation expenses (including loss of revenue), fines or penalties, damages to the Vessel, its furnishings, operations or equipment, or any property of Costa caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or any minors traveling with the Guest, including discharge and release of any unauthorized item overboard, without the express permission of the ship's staff. The Guest or Guest's estate shall defend and indemnify Costa and the Vessel, their servants and agents against liability which Costa or the Vessel or such servants or agents may incur towards any person, company or Government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or minors traveling with Guest.

10.6. Guest hereby expressly agrees that he/she will not utilize any tape recording, video, or photograph(s) of himself/herself, any other Guest, crew, or third party on board the

Vessel, or depicting the Vessel, its design, equipment, or any part thereof whatsoever, for any commercial purpose or in any media broadcast, or for any other non-private use, without the express written consent of Costa. For the privacy of our guests and crew, Guest expressly agrees not to record or video interactions with other guests or crew without their express permission, and Guest further agrees that any use of video, photographic or recording equipment, including cell phones, in the medical center is expressly prohibited. Guest acknowledges that by boarding the Vessel, at any time, Guest irrevocably agrees to this provision, which is a condition precedent to being permitted on board the Vessel and can be enforced by any legal means, including, but not limited to, injunctive relief.

## **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 relation to the aforementioned measures and decisions, the Passenger hereby agrees to comply with these decisions, for which the Organizer is not responsible for any effects, and acknowledges that no refund or compensation will be due for the part of the trip and/or services purchased but not enjoyed.

11.3 The Organizer and the Master of the ship shall have the liberty to comply with any measure or direction 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 which will duly communicated to Passenger.

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) has taken actions to the detriment of his/her own safety, and/or 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 related to future cruise 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.

14.3. Any crew member or other person authorised by Costa shall be entitled to enter a Guest's cabin to carry out housekeeping services, necessary inspection, maintenance or repair work or for any purpose associated therewith.

### **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. 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 Passenger 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 Passenger. The Passenger shall be entitled to payment, without undue delay, of compensation for any damages arising.

15.4 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.

15.5 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. Any refund made by Costa to a Travel Agency on behalf of Guest shall be deemed payment to Guest, regardless of whether the monies are delivered by the Travel Agency to Guest.

15.6 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**

Carriage of Passengers and their luggage by sea, including the Cruise, is governed by EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents (EU Regulation 392/2009) and The Athens Convention relating to the carriage of passengers and their luggage by sea 1974 as amended by the 2002 Protocol (the "Athens Convention"). Copies of the Athens Convention and EU Regulation 392/2009 are available on request. The Athens Convention and EU Regulation 392/2009 are expressly incorporated into these Contract and any liability of Costa for death or personal injury or for loss of or damage to luggage arising out of international carriage by sea shall be solely brought and determined in accordance with the Athens Convention and EU Regulation 392/2009 which limit the carrier's liability for death or personal injury or loss of or damage to luggage and make special provision for valuables. The limits of liability are assessed by reference to Special Drawing Rights (SDRs) which fluctuate depending on daily exchange rates. This means that there is a limit on the maximum amount Costa will pay you in the event of personal injury or death or the loss of damage to luggage or mobility equipment that occurs in the course of carriage.

Costa shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 and subsequent modifications on the liability of carriers of Passengers by sea in case of event of accidents. In no case shall the compensation payable by the Organizer be greater than the limits of liability prescribed by the above Regulation. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. A summary of EU 392/2009 may be viewed at <https://transport.ec.europa.eu/system/files/2016-09/rights-in-case-of-accident.pdf>.

16.2 The current laws concerning limitation of liability or the applicable provisions of London Protocol and subsequent amendments shall still apply.

16.3. In consideration for the Price paid, it is agreed that Costa shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Costa nor for any intentional or negligent acts of Costa's employees committed while off duty or outside the course and scope of their employment. Passenger assumes the risk of

injury, death, illness or other loss and Costa is not responsible for the negligence or wrongdoing of any independent contractors or sub-contractors.

In consideration for the Price paid, it is agreed that Costa shall have no liability as a consequence of Guest's misuse of ship's athletic or recreational equipment or as a consequence of Guest's decision to participate in any athletic or recreational activity or event.

16.4. Costa shall not be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the negligence of Costa and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to be intentionally inflicted by Costa.

16.5. Any damages payable by the Organizer, within the limits established by EU Regulation 392/2009, the Athens Convention 2002, and/or any applicable law, shall be proportionally reduced in accordance with any contributory negligence by the Guest and subject to the maximum deductible permitted under the applicable legislation.

16.6. Shuttle and bus services included in the Package or purchased at any other time are arranged by Costa with local suppliers who may themselves engage the services of local operators. Standards of hygiene, accommodation and transport in many countries where the service take place are often lower than comparable standards in the Europe. Costa will at all times endeavour to appoint reputable and competent local Suppliers. The terms and conditions of the shuttle services will be applicable and are expressly incorporated into the Contract (or any other contract between the Organizer and the Guest in respect of shuttle services). These may limit or exclude liability of the shuttle services operators. The liability of Costa will not exceed that of any shuttle services operator. Local standards of the relevant country will be relevant in assessing performance of the Package services. In the event of a complaint by a Guest, the Contract (or any other contract between the Organizer and the Guest in respect of shuttle services) will be regarded as having been performed if local standards relating to those services have been satisfied even if the Italian laws have not been met. Costa is not responsible for any improper or non-performance of such services which are wholly attributable to the fault of the Guest; to the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of the services to be provided; or to unavoidable and extraordinary circumstances.

## **17. Excursions and Services onboard**

### **Excursions**

17.1 The Passenger commits to carefully reading the description of the excursions available for purchase through the respective sales channels.

17.2 The Organizer will not be responsible if the excursions are subject to changes due to circumstances beyond the Organizer's control (such as, for example, weather conditions that prevent the smooth running of the excursion, strikes, transport delays, denied docking by local port authorities, etc.) or due to operational needs of the Service providers.

17.3 If the Organizer cancels an excursion, it will refund the price paid for the canceled excursion using the same payment method used for the purchase. If the excursion is part of a package comprising several excursions, a proportional percentage to the number of unperformed excursions will be refunded. Full-day excursions are worth double compared to those scheduled for half a day. In the case of excursions included in the cruise fare, if the Organizer cancels an excursion, it will be possible to purchase a new excursion as a replacement for the canceled one.



17.4 If the Organizer partially cancels an excursion after the Cruise departure (e.g., a guided city tour includes a museum visit, the latter is canceled, but the guided city tour is still performed), the Organizer will provide a credit to be used for onboard purchases proportional to the part of the excursion not performed. This onboard credit cannot be used to purchase another excursion.

17.5 In cases where the Passenger withdraws from the booked excursion, the Organizer reserves the right to apply penalties as specified at the time of purchase of the excursion.

17.6 Unless otherwise indicated, excursions are not conducted with vehicles specifically equipped for guests with mobility difficulties. However, Costa can provide, upon Passenger's request, proposals for excursions suitable for those with reduced mobility. Excursions accessible to Passengers with mild mobility difficulties are marked with a specific symbol. Therefore, before purchasing the service, the Organizer advises contacting Costa to verify if the Cruise and the fleet ship of interest offer a package accessible to people with reduced mobility and/or disabilities.

17.7 Tours reserved for people with reduced mobility and/or disabilities are subject to availability limits. The Organizer is not responsible in case of unavailability.

17.8 For some types of excursions, specific conditions and/or requirements may be required depending on their characteristics (e.g., use of transport means driven by the Passenger), which will be indicated on the purchase channels from time to time.

17.9 Passenger is aware that the insurance policy purchased at the same time as booking the Cruise, does not include coverage for excursions purchased after the cruise booking.

17.10 Each excursion requires a minimum number of participants. A maximum number of participants may also be provided. If the required minimum number of Passengers is not reached, the excursion may be canceled. If the minimum number for an excursion is reached, participants may be accompanied by a bilingual guide. If the chosen excursion is not available in the Passenger's language, it will be conducted in English.

17.11 The Passenger undertakes to select excursions suitable for their health condition and psychophysical abilities, as well as those of the people on whose behalf they purchase the excursion, and declares not to be affected by conditions that may impair their health and/or make their participation in the selected excursions dangerous and/or require immediate medical care at hospital facilities. In case of doubts about the psychophysical ability to participate in the selected excursions, the Organizer invites the Passenger to contact their doctor.

17.12 The Passenger undertakes to choose appropriate excursions if they are pregnant or if the person on whose behalf they purchase the excursion is pregnant.

17.13 In case of participation in an excursion involving water immersion and/or beach activities, it is necessary to follow ordinary precautionary measures and any instructions provided by the Organizer and/or the service provider (e.g., avoid alcohol consumption and eating in the hours preceding the excursion, wear safety devices such as life jackets, etc.).

17.14 The Passenger is aware that excursions with beach activities may not be monitored by lifeguard personnel. Therefore, the Passenger is advised to ensure that the weather and sea conditions are compatible with their psychophysical abilities before diving.

17.15 During excursions, it is essential that minors are always under the supervision of an adult Passenger who assumes responsibility (specifically, near busy roads, bodies of water, cliffs, stairs, etc.), except for excursions that by their nature are reserved for minors accompanied by guides and animators, as specifically indicated in the description of the selected excursion (excursions for teenagers).

17.16 The Organizer is not responsible for any accidents or damages, directly and/or indirectly resulting from the Passenger's imprudent or negligent behavior. Therefore, the Passenger acknowledges and accepts that, by participating in such excursions, they will take the necessary precautionary measures and assume the risk of any injuries, losses, or damages that may occur.

### **WiFi**

17.17. The Services related to the use of Wifi on board may vary depending on the purchased package, the details of which are available at the time of purchase.

17.18. The WiFi Packages must be activated on board according with the instructions provided by the Organizer.

17.19. The activation of the Packages entitles the consumption of WiFi within the limits and in the manner of each Package, as indicated at the time of purchase.

17.20. Upon activation of the Packages, activation costs may be charged as indicated at the time of purchase.

17.21. The Organizer informs the Passenger, who accepts, that the ship's satellite connection may vary based on weather conditions and geographical location, occasionally causing slowdowns or signal instability. The Organizer will not be responsible for any connection malfunctions.

17.22. The Organizer is not responsible for smartphones and/or devices that, due to malfunctions, prevent the connection.

### **Beverage**

17.23. The services related to the consumption of beverages on board may vary depending on the package purchased ("Beverage Packages"), the details of which are available at the time of purchase.

17.24. The Beverage Package must be booked by all guests with the same booking number or traveling in the same cabin.

17.25. The Beverage Package that includes alcohol cannot be purchased or used by underage Passengers.

17.26. Some Beverage Packages will not be usable at branded bars.

17.27. Where the Beverage Package includes bottles of water, they are intended for two people. Single occupancy of a double cabin provides for a half-liter bottle per day.

17.28. The Organizer reserves the right to limit the consumption of alcoholic beverages included in the beverage package if excessive consumption compromises the smooth running of the Cruise. No refund and/or additional compensation will be due to the Passenger.

### **Purchase at onboard shops:**

17.29 Purchases of goods and products sold in onboard shops are subject to the Italian Consumer Code (Legislative Decree 206/2005 and subsequent amendments).

17.30 If it is determined that the product is defective or non-compliant, the consumer has the right to obtain free repair or replacement, a price reduction, or the termination of the purchase contract, provided that the consumer notifies Costa within two months from the date the defect was discovered.

17.31 If the notification of the defect found by the consumer is delivered to Costa during the cruise, the Passenger has the right to return the item and receive another of the same value and nature at the same onboard shop. If the notification of the defect found by the consumer is delivered to Costa after the end of the cruise, the consumer is entitled to a

refund of the price paid for the defective product. Replacement of the product will not be possible.

17.32 Costa will only consider complaints accompanied by proof of purchase (e.g., receipt) and photos or documentation proving the defect.

17.33 Defects resulting from improper use of the item and/or normal wear and tear are not covered by return or refund procedures.

17.34. Costa is not liable for non-compliance defects for which the manufacturer/producer is responsible towards consumers when the latter have suffered unjust damage due to a manufacturing defect.

17.35. The paragraph "*Purchases at onboard shops*" does not apply to purchases of goods made at onboard shops operated by concessionaires.

17.36. Onboard certain ships in the Fleet, specialty restaurants are available for a fee and require advance booking.

17.37 Guests may reserve specialty restaurants via the Costa App / My Costa or by contacting the restaurant directly, specifying the desired time and number of guests.

17.38 The Guest acknowledges and agrees that, in order to use the reservation service for specialty restaurants, the Costa Card will be required as a guarantee. No charge will be made to the Costa Card at the time of booking.

17.39 The Guest may cancel the reservation and/or modify the number of guests via the Costa App or by contacting the restaurant directly, at least 12 hours prior to the scheduled time, without incurring any penalty.

17.40 The Organizer informs the Guest, who accepts, that in the event of a no-show at the reserved time or cancellation made after the deadline specified in clause 17.39, Costa reserves the right to apply a penalty of €10 per cancelled seat, calculated based on the price of the basic menu. The penalty will be charged to the Costa Card used for the reservation, and the Organizer will issue an invoice for the amount charged.

## **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 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 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 on air carrier liability in the event of accidents 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 on insurance requirements for air carriers and aircraft operators are the exclusive responsibility of the air carrier.

18.3 If it is not enclosed with the documentation supplied by Costa 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.

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, 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 shall include details of their flight arrangements. The inclusion of flight details in the documentation supplied by Costa 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 promptly be given information about airlines, flight numbers, schedules and airports 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 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.

18.8. In the event of withdrawal exercised by the Passenger from the tourist package including flights, the Passenger will be charged the total cost of the flight by the carrier, equal to the penalties applied by the latter.

18.9 In the event of loss or delay in the delivery of luggage by the air carrier, Costa is not liable for the damage suffered.

18.10. If any Guest is denied the right to board an aircraft because, in the reasonable opinion of the Captain, the Guest is unfit to travel or represents a threat to the safety of the aircraft or its passengers or crew or is abusive or disruptive, Costa will not be liable to complete the Guest's holiday arrangements and will not be liable to pay any refunds or compensation.

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

All Guests acknowledge that whilst there is a qualified doctor on board it is the Guests obligation and responsibility to seek medical assistance if necessary during the cruise. The ship's doctor is not a specialist and the ship's Medical Centre is not required to be and is not equipped to the same standards as a land-based hospital. The ship's Medical Centre is not designed for the provision of extensive or continuing treatment. The ship carries medical supplies and equipment in accordance with the requirements of its flag state. Neither Costa nor the ship's doctor or any of the other medical staff shall be liable to the Guest as a result of any inability to treat any medical condition as a result. **Charges will apply for services dispensed by the ships medical Centre.**

In the event of illness or injury a Guest may have to be landed for medical treatment ashore. No representations are made regarding the quality of medical treatment at any port of call or at the place at which the Guest is landed. Medical facilities and treatment do vary from port to port. Wherever possible, Costa will offer general assistance to any Guest who suffers illness, personal injury or death during the cruise, whether or not arising from

an activity forming part of the Package and whether or not the result of fault by any party. Any costs or expense which is reasonably incurred by Costa for or on behalf of the Guest in respect of any form of medical, dental or similar treatment, hotel, transportation, repatriation or any other expense shall be repayable by the Guest to Costa, whether or not such sum is covered by the Guest's travel insurance. Costa reserves the right to take any action that it considers appropriate to recover any such costs or expense. The Guest agrees to fully indemnify and reimburse Costa in the event Costa elects to advance the cost of such costs and expenses. 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.

19.3. The Guest admits a full understanding of the character of the voyage and the Vessel and assumes all risks incident to travel and transportation and handling of Guests. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available. Guest agrees to indemnify and reimburse Costa in the event Costa elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith. Guest acknowledges that their own personal health insurance may not cover or be applicable to any medical services received on board and that such charges may not be eligible for reimbursement from Guest's own insurance. Guest acknowledges and agrees that they are solely responsible for all charges related to medical services received onboard and/or at a port of call. **Costa strongly encourages all guests to obtain travel insurance prior to the cruise that can help offset such medical expenses.** Guest further acknowledges and agrees that all charges for delivered onboard medical services will be automatically applied to the Guest's shipboard account. If Guest is unable to satisfy payment of medical charges on board, Guest agrees that Costa will be entitled to seek collection of such expenses from the Guest after the cruise.

## **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. Valuables and/or valuables must be placed in hand luggage upon embarkation and disembarkation. The Organizer is not liable for goods and valuables lost during embarkation and/or disembarkation that are not placed in hand luggage.

## **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. In particular, the Organizer is required to provide appropriate information regarding healthcare services, local authorities that can support the Passenger, as well as consular assistance, and to assist the Passenger in making remote communications, if necessary. 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/help-center.html>:

- by email

[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 Crociere 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) 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 covering travel package cancellation, medical assistance in case of injuries during the cruise and damages or losses of luggage 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.

23.3. In special circumstances such as epidemics and pandemics, the Organizer suggests to purchase a policy/reserves the right to make the purchase of an insurance policy that covers risks related to virus SARS-CoV-2 19 or other contagious and debilitating diseases during the cruise mandatory, such as medical expenses, expenses for extended stay (board and lodging) ashore for quarantine, expenses for returning home due to an accident (even by protected means for people tested positive), reimbursement of the booking fee for interruption of the cruise.

In the absence of an appropriate insurance policy to cover the above risks, these will remain the responsibility of the Passenger.

To this end, the Organizer reserves the right to include the cost of the insurance policy in the overall package price.

## **24. Insolvency Policy**

24.1 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 purchase of the tourist package as well as any expenses incurred for their repatriation (valid only for EU passengers - Policy no. 2051884 - REVO Insurance S.p.A. Head Office: Viale dell'Agricoltura 7, 37135 Verona - Operative Head Office: Via Monte Rosa, 91, 20149 Milan - PEC: [revo@pec.revoinsurance.com](mailto:revo@pec.revoinsurance.com); and UK passengers – Policy no. UKSUNC50389(B) - Chubb European Group SE - email UKISuretyClaims@chubb.com) and, if necessary, reimbursement of the costs paid for meals and accommodation – if necessary – 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. Applicable law and jurisdiction**

The Passenger accepts, as the law applicable to the contract and to the obligations arising from the same, the Italian law to which full reference is made for anything not expressly provided for in the present contract.

For any disputes that may arise in relation to the interpretation or execution of the obligations arising from this contract, the parties recognize the competent court to be that identified in accordance with section 4 of Regulation 1215/2012 and article 66-bis of the Italian Consumer Code.

Mandatory reporting under Article 17 of Law n. 38/2006 - Italian law punishes with imprisonment offences concerning prostitution and child pornography, even if committed abroad

## **26. Privacy notice**

Costa Crociere S.p.A. (hereinafter also “Costa”), in its capacity as data controller, pursuant to Art. 13 and 14 of Regulation (EU) no. 679/2016 (the General Data Protection Regulation, hereinafter “the GDPR”), provides you with the privacy notice published in every available touchpoints (Costa official websites <https://www.costacruises.eu/privacy.html>, customer center and worldwide Travel Agencies). Please we recommend you to consult the above mentioned touchpoints to find the most updated version.

[i] N.B.

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

- cost of fuel for ship propulsion: USD 439,83 (per metric ton, Platts HFO as at September 2025)
- cost of fuel for charter flights: CIF NWE USD 831,00 per metric ton (valid for departures until 30<sup>th</sup> April 2026)
- cost of fuel for charter flights: CIF NWE USD 700,00 per metric ton (valid for departures from 1<sup>st</sup> May 2026)
- cost of fuel for scheduled flights: the "YQ" tax or "YR" tax entries found in the GDS on 01/10/2024 were used.

The exchange rate used for all the services is:

1 EURO = 1,1349 USD – Voli 1 EURO = 1,05 USD

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 <http://www.costacruises.eu>.

[ii] The average ETS carbon tax market price is public information and can be checked at [www.bluenext.eu](http://www.bluenext.eu).

The amount of fuel consumed per Passenger, as declared by the carrier, is as follows:

Flight time to destinations and fuel consumed (per pax)

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

from 2 to 3 hrs Greece, Turkey 0.0968

from 3 to 4 hrs Israel, Portugal, Russia 0.1380

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

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

from 7 to 8 hrs Kenya, Tanzania 0.3914

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

from 9 to 10 hrs Brazil, Maldives, Madagascar 0.4769

from 10 to 11 hrs Cuba 0.5022

over 11 hrs Japan, Mexico 0.5307

e.g. a flight to the Canary Islands, supposing that the ETS market price is € 35,00 → 0.1555 metric tons [A] x € 35,00 [B] x coefficient 3.16 [C] = € 17,20 R/T (approx. € 8,60 per leg of the journey).