

TERMS AND CONDITIONS FOR PRINCESS CRUISES

GENERAL TERMS AND CONDITIONS – CRUISE-INTERCONNECT AG

1. CRUISE CONTRACT

1.1 These general contract and travel conditions regulate the legal relationship between you and Cruise-Interconnect AG (CIC), headquartered in Zurich. All bookings in which CIC is named as tour operator will only be accepted on the basis of these general terms and conditions of contract and travel. This also applies in particular for travel with the cruise line Princess Cruises („PC“) for whom CIC acts as general agent, which is why CIC is hereinafter known as CIC/PC. Insofar as bookings are made personally, by telephone, electronically or in writing form, the Customer expressly agrees to these general terms and conditions on conclusion of the contract of travel. The contract of travel between you and CIC/PC comes into effect on confirmation of your booking by CIC/PC.

1.2 Services negotiated by CIC/PC provided by other operators and for which CIC/PC is not the contracting party are governed by the relevant operator's terms of contract and travel.

2. SERVICES/COLLATERAL AGREEMENTS

2.1 The scope of the contracted travel services is determined exclusively by the contents of the booking confirmation in combination with the brochure valid for the time of travel or the tour description and is subject to all notes and explanations contained therein. The tour confirmation has priority in the event of discrepancies. Travel agencies are not entitled to confirm subsidiary agreements and additional services by themselves.

2.2 Details contained in the brochure or tour description are always binding on the tour operator insofar as they become the basis for the contract of travel. However, the tour operator expressly reserves the right to make changes to the brochure details or tour description before conclusion of the contract for reasons that are objectively justified, significant and which could not have been foreseen, and will inform the customer accordingly prior to the booking.

2.3 The contract does not include services which CIC/PC merely negotiates and for which CIC/PC is not the contracting party. This applies in particular, but not exclusively, to flights or other shuttle services from your home location to the port of embarkation or back from the port of disembarkation, for hotel arrangements and land excursions, except when such services form part of the tour described by CIC/PC in its brochure and/or are confirmed in the contract.

2.4 Any medical assistance required, in particular that provided by the ship's physician, are additional services that must be paid for separately.

3. PAYMENT OF THE CRUISE PRICE AND DRAWING UP THE CRUISE DOCUMENTS

3.1 As tour operator, CIC/PC is a participant in the guarantee fund of the Swiss travel industry and provides you with a guarantee for any money paid in connection with a travel booking. You can obtain detailed information from the guarantee fund of the Swiss travel industry.

3.2 The tour price is due as follows:

- 20 % of the tour price on receipt of the written confirmation of the cruise or 30 % of the tour price if a flight is also booked;
- 80 % or 70 % of the tour price 6 weeks prior to departure of the tour and before the travel documents are handed over.

3.3 You will receive the complete travel documents for the travel services booked as well as any other required travel information from CIC/PC or from your travel agent after the complete tour price has been paid. The travel documents will be available for collection approximately 2 weeks prior to commencement of the tour or will be sent to you or to your travel agent. Short-term bookings require

4. CHANGES TO SERVICES AND PRICES AFTER CONCLUSION OF THE CONTRACT

4.1 Changes and/or deviations in individual tour services from the agreed content of the travel contract that become necessary after the conclusion of the contract and which are not caused by the tour operator in breach of good faith are permitted provided the changes or deviations are insubstantial, do not result in a significant change to the tour services and do not detract from the overall quality of the booked tour. This also applies to changes in travel times and/or routes, especially when made for reasons relating to security and/or the weather, and it is the captain responsible for the ship alone who takes such decisions. For this reason, please allow for sufficient time intervals when booking connecting journeys or transfers. It is always recommended that you choose a fare that allows you to change your booking at little cost.

4.2 If an arriving or departing flight is included in the booked tour, a change to another airline, aircraft or airport of departure or return may be necessary in the event that the airline cancels a scheduled flight or is unable to maintain its flight plan.

4.3 The tour operator will inform the customer immediately of deviations from individual tour services insofar as this is possible. The modified service then replaces the original service specified in the contract. The possibility of terminating the travel contract due to a change after commencement of the tour is excluded if the customer commences a tour after being informed by the tour operator of a necessary change in the overall quality of the tour.

4.4 CIC/PC reserves the right to change the prices advertised and confirmed upon booking in the event of an increase in transport costs, in particular as a result of an increase in the cost of fuel, in charges for certain services such as landing fees, embarkation and disembarkation charges at ports and corresponding fees at airports as well as charges for security or in the event of changes in exchange rates relevant for the tour, to the extent that this increase affects the tour price per person.

You will be informed immediately in the event of a subsequent change in the tour price, however at least three weeks before the date of departure at the latest.

4.5 You are entitled to withdraw from the contract in the event of the tour price being increased by more than 10 % of the price of the booked tour or for any other substantial change to the contract without incurring any charges. Withdrawal must be made immediately after notification of the price change or of any other substantial change to the contract. Any deposits made will be reimbursed.

4.6 Alternatively, you may request that CIC/PC provide another cruise of at least the same value provided CIC/CUN is able to offer suchlike from its range of cruises, or you may take another cruise of a lower value, with the difference in price being reimbursed to you.

5. PASSPORT, VISA, CUSTOMS, FOREIGN EXCHANGE AND HEALTH DIRECTIVES

5.1 Passengers require a valid, machine-readable passport for all cruises. The passport must be valid for at least 6 months after the end of the tour.

5.2 Prior to conclusion of the contract, CIC/PC will provide customers with German, Austrian or Swiss nationality with general information about the passport and visa requirements applicable for the tour and about official health formalities that are required for the tour. However, each customer is personally responsible for ensuring that all important provisions of the transit and destination countries relating to the execution of the tour are observed, in particular passport, visa, customs and foreign exchange and health regulations.

Any disadvantages arising from non-observance, in particular the payment of cancellation costs, must be borne by you unless CIC/PC provided insufficient or incorrect information. If you are not a German, Austrian or Swiss national, you must point this out to CIC/PC explicitly so that we may also inform you about the general passport and visa requirements that are applicable for you.

5.3 CIC/PC will inform you prior to the conclusion of the contract about the usual periods required to obtain the necessary visas. However, we recommend that you clarify the actual time it is likely to take and the specific requirements for obtaining visas with the relevant embassy or consulate before booking. CIC/PC will not assume any liability for the timely issue by the relevant diplomatic representation of any visas required.

5.4 CIC/PC will inform you about the known health regulations and advisable preventive measures for the relevant destination prior to conclusion of the contract. We also recommend that you contact a doctor or an institute of tropical medicine.

6. PERSONAL REQUIREMENTS

6.1 Customer must be fit to travel when the tour commences. CIC/PC is entitled to request a medical certification attesting that the customer is fit to travel.

6.2 Persons under the age of 21 may only participate in a cruise when accompanied by an adult.

6.3 Depending on the itinerary infants must be at least 6 months or one year old when the cruise commences.

6.4 Notification must be given of pregnancy before the tour commences. On the date of embarkation, pregnant customers must present a doctor's certificate attesting that they are allowed to travel. CIC/PC will not accept any passengers who have passed the 24th week of pregnancy on the date of embarkation. If pregnancy was not known at the time of booking, you and an accompanying person may cancel the travel contract prior to departure of the tour within 14 days of the pregnancy becoming known. We will reimburse payments made, charging a processing fee of CHF 120 / person for the additional overhead.

6.5 Any disability or state of health that requires special consideration and/or treatment must be disclosed when the booking application is made. CIC/PC cannot assume the responsibility for any care or treatment that may be required, which is why we recommend that the tour be made with an accompanying person wherever necessary. It is possible for the shipping company to cancel or abort the voyage of those persons whose state of health or physical condition it deems to render them unfit to travel or whose condition represents a danger for themselves or for other passengers.

6.6 CIC/PC may terminate the travel contract after commencement of the tour if the execution of the tour continues to be disrupted despite the issue of a formal warning or in the case of any other form of gross conduct in breach of the contract such as a criminal offence or possession of weapons or drugs.

6.7 If CIC/PC is entitled to terminate the travel contract for reasons for which the customer is responsible it still retains its right to the tour price. However, it must deduct the value of any expenses not incurred and of any benefits it may actually have obtained. CIC/PC will not be liable for any additional costs that may be incurred by the customer, in particular for a return journey. If termination is effected prior to the commencement of the tour, CIC/PC will be entitled to the cancellation charges in accordance with Section 8, in particular Subsections 8.1 and 8.3.

6.8 You can find further rules and recommendations governing the execution of the tour and conduct on board in the brochure, or you will be notified of these appropriately.

7. EXCEPTIONAL CIRCUMSTANCES AND MINIMUM NUMBER OF PARTICIPANTS

7.1 In the event that the tour is substantially complicated, endangered or hindered as a result of exceptional and unacceptable circumstances that were unforeseeable at the time of the conclusion of the contract (such as war, acts of terror, civil unrest, official regulation, natural disasters, exceptional weather conditions, severe damage to the ship, strike on the part of ship, airline, railway or bus staff), both the customer and CIC/PC have the right to terminate the travel contract. If termination is effected before the commencement of the tour, CIC/PC will reimburse all payments made. If termination is effected after commencement of the tour, CIC/PC will make every effort to return you to the place of tour commencement as soon as possible, in which case it will be entitled to charge for any services rendered up to the time of termination and for any costs that have been demonstrably incurred or to deduct these from payments prior to reimbursement to you. In all events, any rights to claim damages for non-fulfilment of the contract are excluded.

7.2 The shipping company is entitled to use the ship deployed to provide help to other ships, to tow and rescue ships and to transport freight of any kind. All such activities are deemed to be a part of the voyage and do not give rise to claims on the part of the customer, irrespective of whether these were announced in advance or not.

7.3 If a ship has to be placed in quarantine for reasons for which CIC/PC cannot be held liable, you must bear any costs incurred for your maintenance. Any additional cost such as for food must be paid by you.

7.4 CIC/PC is entitled to terminate the travel contract if the required minimum number of passengers is not reached provided that the customer was informed in the travel contract of the required minimum number of passengers and of the period for a possible cancellation. Any payments made by the customer will be reimbursed. For the rest, there is no right to claim damages for non-fulfilment.

8. TOUR CANCELLATION, REBOOKING, ASSIGNMENT

8.1 You may withdraw from the travel contract or make a rebooking prior to commencement of the tour. It is recommended that you give notice of your withdrawal in writing in order to have evidence. If you withdraw from the contract, make a rebooking or fail to commence the tour for reasons for which CIC/PC cannot be held liable, CIC/PC may demand the following costs of cancellation. The costs of cancellation are also due when you fail to arrive on time at the relevant port of embarkation or airport of departure indicated in the travel documents. The costs of cancellation are determined by the date when CIC/PC received the notice of withdrawal or when the rebooking was effected. Our costs of cancellation per person are as follows:

Up to the 80th day before starting off on the voyage: handling charges CHF 120 /person

From 79th day - 60th day before embarking: 10% of the price for the cruise

From 59th day - 45th day before embarking: 30% of the price for the cruise

From 44th day - 15th day before embarking: 60% of the price for the cruise

From 14th day - 8th day before embarking: 80% of the price for the cruise

From 7th day before embarking: 100% of the price for the cruise

No show: 100% of the price for the cruise

For last minute bookings, the cancellation fees may differ from those indicated in paragraph 8.1 depending on the particular offer. The travel agency has to inform the traveler about the varying conditions and to deliver the special terms and



TERMS AND CONDITIONS FOR PRINCESS CRUISES

GENERAL TERMS AND CONDITIONS – CRUISE-INTERCONNECT AG

conditions valid for last minute bookings to the customer before the contract is concluded.

8.2 A processing fee of CHF 60 / person will be charged for any other changes made after the travel documents are issued or when the travel documents need to be reissued following loss.

8.3 If flights, hotel reservations and transfers etc. are also affected by the cancellation or rebooking,

the cancellation and rebooking fees of the airlines, hotels and agencies in question will also apply following the issue of tickets and reservation of hotel or transfer in accordance with their detailed brochures or general terms and conditions.

8.4 Applications for reimbursement must be sent to CIC/PC together with any unused travel documents.

8.5 If you are prevented from commencing the tour, you may assign your booking to another person who fulfils all the conditions associated with participation provided CIC/PC is informed within an appropriate period before the date of departure and any other companies and service providers involved in the tour (such as hotels and airlines etc.) accept the assignment. CIC/PC will charge a processing fee of CHF 120 / person for the change. The assignee and you will bear joint liability towards CIC/PC for the payment of the price and for any additional costs caused by the assignment, including the above-mentioned processing fee and any rebooking fees charged by other companies and service providers. If CIC/PC is allowed to refuse the assignment for justified reasons and if you fail to commence the tour, CIC/PC will be entitled to charge the aforementioned costs of cancellation.

9. LUGGAGE

9.1 Luggage may only contain personal items, may not include any prohibited or dangerous objects or substances and is limited to a weight of 90 kg / person. The relevant airline regulations apply for flights.

9.2 Luggage must be clearly labelled by the customer with name, cabin number and the date of departure. Notification of damage to or loss of luggage during embarkation or disembarkation must be made immediately.

10. GUARANTEE/REDRESS

10.1 If the tour does not correspond to the agreed description, or if it suffers from any other substantial shortcoming, you are entitled and obliged to seek immediate and free redress from the CIC/PC tour guide, the local CIC/PC representative or the service provider. If the tour guide, the local representative or the service provider fails to offer an adequate solution within 48 hours at the latest, you may arrange for redress personally. Any costs you may incur will be reimbursed to you by CIC/PC, but only in line with the services originally booked (hotel category, means of transport etc.) and on presentation of receipts. If the shortcomings that arise are so serious that it is no longer reasonable for you to continue the tour or to stay at the holiday resort, you must request appropriate confirmation from the tour guide, representative or service provider. The tour guide, representative or service provider is obliged to provide a written record of the facts of the case and the details of the complaint. However, they are not entitled to recognise any claims for compensation. If you are unable to contact the tour guide, representative or service provider, please contact us direct.

10.2 Any claims you wish to assert against CIC/PC must be submitted in writing within one month after the contractual end of the tour. Your complaint must include the confirmation issued by the tour guide, representative or service provider and any other evidence.

10.3 Failure to report shortcomings or defects in accordance with the aforementioned provisions and deadlines will result in loss and forfeiture of your rights to redress, personal redress, reduction in tour price, termination of contract, compensation and amends.

11. LIMITATION OF LIABILITY

11.1 In the case of material and financial damage, we will only be liable if we, or a company commissioned by us, are at fault, and in this case liability is limited to direct damage in the amount of double the tour price. You must assign to us your rights to claim damages from any companies commissioned by us for whose conduct we are held liable.

11.2 CIC/CUN is not liable in cases where non-fulfilment or improper fulfilment of the contract is due to

- a) omissions on the part of the customer;
- b) unforeseen or unavoidable omissions by third parties who are not involved in rendering the contractually agreed services;
- c) Force majeure or any event that it was impossible for CIC/PC or service provider to foresee or to avert despite all due care.

In the cases listed under letters b) and c), CIC/PC will make every effort to provide assistance to customers who are in difficulty.

11.3 In the event of damage or loss suffered in connection with journeys made by ship, aircraft, bus or any other form of transport, claims for damages are restricted to the amounts resulting from the applicable international treaties or domestic legislation. Any further liability on the part of CIC/PC in such cases is excluded.

11.4 CIC/PC is not liable for disruptions to services or for personal or material damage arising in connection with third-party services that CIC/PC merely negotiates without being a contractual party. This applies in particular, but not exclusively, to land excursions that CIC/CUN negotiates. Likewise, CIC/CUN does not accept any liability for information contained in the brochures of third parties.

12. TRAVEL INSURANCE AND PROTECTION

The tour price does not include any travel insurance. We therefore advise you to take out insurance for travel cancellation, travel liability, international health cover and accident. If CIC/PC or your travel agency provide travel insurance, this is only a negotiated service. The insurance contract is made exclusively between the customer and the travel insurance company named. Any potential claims can only be asserted direct against the insurer. Please refer to the insurance contract for the conditions and obligations of insurance.

13. DATA PRIVACY

Personal data that is provided to us will be processed electronically and used insofar as this is necessary for the performance of the contract. In addition, CIC/PC reserves the right to inform you of current offers in the future unless you indicate to us that you do not wish this. Please notify us if you do not wish to receive information in the future.

14. GENERAL

14.1 all details contained in this brochure correspond to conditions existing at the time upon printing date. We accept no liability for printing and calculation errors.

14.2 The validity of the travel contract as a whole will not be affected if any individual provisions in the travel contract are or become invalid. This also applies to these general terms and conditions of travel.

14.3 You should consult the independent ombudsman before engaging in any disputes in

a court of law. The ombudsman will attempt to achieve a fair and balanced settlement for every type of problem.

Address: Ombudsman der Schweizer Reisebranche, Postfach, 8038 Zurich, Switzerland.

14.4. Swiss law applies exclusively to the contractual relationship between you and CIC/PC.

14.5. Unless otherwise stipulated as mandatory by legal provision applying in particular to consumer contracts, the parties to agree that the place of jurisdiction is Zurich.

15. CONTRACTUAL PARTNER

The contract partner for the travel services booked with CIC/PC is Cruise-Interconnect AG General Representation for Princess Cruises

Badenerstrasse 551
8048 Zurich
Switzerland

Tel.: 0041 44 38710 20
Fax: 0041 44 38710 29
E-Mail: info@princesscruises.ch
Registry Court: Zurich

Effective July 2019

