# GENERAL TERMS AND CONDITIONS OF INTER-CONNECT MARKETING GMBH FOR PRINCESS CRUISES

#### 1. Contracting Parties

The contracting parties are the tour operator and a traveler who acts for himself and / or a third party. The beneficiaries are the cruise participants who will be referred to as travelers in the following. The following conditions of travel form the basis of the general travel contract also effective for the traveler and lay down the contents of the contract to carry out cruises between the traveler as applicant and Inter-Connect, Consulting und Representations Services GmbH, represented by its Managing Director Bernhard Peter Franz, based in 80636 Munich, Arnulfstr.31, telephone 0049 (0)89 51703 450, registered with the local court of Munich under HRB 90362 (German Trade Register) and referred to as ICO in the following, ICO acts as tour operator in terms of §651a. BGB (the civil code of Germany) and may also act as agent in individual cases which requires a clear and unambiguous regulation.

# 2. Optional reservation and Cruise contract

2.1 At www.princesscruises.de/www.princesscruises.at, both operated by ICO, the traveler has the opportunity to reserve a stateroom before booking and to request a particular stateroom if available at the time of reservation and if in accordance with the performance description (optional booking). Such optional bookings don't constitute an offer of contract on the part of ICO or an acceptance of an offer by the traveler. If the cruise is not full at the time the optional booking is made and if the requested stateroom is available, ICO will reserve the stateroom for a period of three days including the day of reservation. Upon receipt of the optional booking, the traveler will get a confirmation e-mail containing the period

2.2 By booking a cruise, the traveler declares his 4. Payment intention to conclude a binding travel contract. The booking includes all travelers mentioned. The booking, i.e. the offer of contract, can be made in writing, by telephone, in person or online. In the case of optional bookings according to paragraph 2.1, the traveler has to confirm the reservation in written form in order to complete the booking during the office hours of ICO from Monday to Friday. The confirmation has to be submitted via a partner agency of ICO which is recommended to the traveler during the booking procedure

2.3 The travel contract is concluded for all travelers mentioned in the booking upon receipt by the traveler or a travel agency assigned by him of the written confirmation/invoice issued by ICO. The travel contract is based on the conditions of travel to which all travelers must agree.

2.4 If the confirmation differs from the booking with regard to contents, the confirmation is considered a new offer to which ICO is bound for a period of 10 calendar days. On the basis of this new offer, the travel contract is concluded if the traveler explicitly or conclusively accepts the offer within the period of commitment, e.g. by paying or prepaying the cruise fare or by beginning the cruise. The traveler must be made aware of the deviation. The fares indicated in the catalogue are orientation prices for staterooms with double occupancy. The fares relevant for the travel contract are included in the confirmation. They are available in advance each day from your travel agency or online at www.princesscruises. de/www.princesscruises.at.

2.5 Travelers must indicate any disabilities when booking. Women who are pregnant for up to 23 weeks must provide ICO with a physician's statement certifying their fitness to travel and bring this statement also for embarkation. Women who are pregnant for completed 24 weeks at the beginning of the cruise or during the cruise won't be allowed on board. ICO reserves the right to reject a booking if the traveler is not considered fit to travel by the medical advisors of ICO.

# 3. Scope of services

3.1 The scope of the travel services is determined by the catalogue relevant for the respective travel period and the corresponding specifications in the booking confirmation. The services of the tour operator consist of the transportation and accommodation of travelers in the booked stateroom of the cruise ship, full board meals during the cruise as well as the payment of any port charges, each according to the cruise description

in the catalogue including all details and explana- if it is unpredictable and if the overall arrangetions therein and to the corresponding details in the booking confirmation.

3.2 Flights and other feeder services from the hometown of the traveler to the port of embarkation or from the port of debarkation back home are not included as well as hotel arrangements before or after the cruise unless they are part of the contractual services described and confirmed in the brochure/catalogue. If these services are not part of the catalogue, the traveler can put together such services to his specifications. These services will be confirmed by ICO and become part of the travel contract. If special conditions for the traveler will arise from this, they must be pointed out to the traveler if they include the terms and conditions of other service providers. Travel packages can be arranged on request. To these services, the terms and conditions of the relevant service provider or tour operator will apply.

3.3 If conflicts should arise, the booking confirmation will be decisive. The scope of travel services comprises also the right to use all onboard facilities if a charge is not explicitly required. The scope of travel services does not include third-party services such as excursions, sporting or cultural events if they are explicitly and unambiguously labeled as external services with the name of the provider indicated.

3.4 The travel documents must be sent to the traveler or the travel agency assigned by him at least 7 days prior to departure, provided that the cruise fare is paid in full. If the travel documents do not arrive in time, the traveler must urgently contact the assigned travel agency or ICO in order to solve the problem.

4.1 The payments made by the traveler for the travel contract according to §651 BGB must be secured via §651k BGB. ICO must carry out this coverage carefully. The traveler will always receive a security payment certificate regarding the cruise fare together with the confirmation of the services included in the travel contract with ICO. If third-party services are included, ICO is obligated to verify the validity of the security payment certificate before it is delivered. When accepting deposits from the traveler, ICO must hand the se curity payment certificate of the tour operator on to the traveler.

4.2 The traveler who made the booking is responsible for the payment even if more travelers are included in the booking. The traveler is liable for the full payment of the invoiced cruise fare including the shares of the other travelers. Upon receipt of the written confirmation and the security payment certificate, the traveler has to make a down payment of 20% of the cruise fare per person. If the traveler has booked additional services such as hotel arrangements before or after the cruise, the deposit may vary for these services.

4.3 In principal, the final payment is due no later than 42 days prior to departure without further request. The same applies for bookings made outside the EU and for travelers based outside the EU. The travel fare can be paid either by bank transfer or by credit card (e.g. Master Card, VISA). When paying by credit card, there will be a handling fee of EUR 25 per booking and credit card. The credit card will be charged on the due date indicated in the invoice. Travel agencies have the additional option to pay by direct debit.

4.4 Bookings made less than 42 days prior to departure will only be accepted on condition that the entire cruise fare is due immediately and must be paid by direct debit or credit card upon receipt of the booking confirmation. The same applies for travelers based outside the EU, according to paragraph 4.3, sentence 2

4.5 If the invoiced cruise fare has not been received in time and is not paid upon request within a given deadline, ICO is entitled to rescind the contract. In this case, the cancellation fees indicated in paragraph 8.1 will apply

# 5. Service modifications

5.1 In its function as a tour operator, ICO reserves the right to change essential travel services of the original travel contract if the amendments are reasonable for the traveler. This is the case if the amendment itself is irrelevant but necessary,

ment of the cruise is not impaired. If the services changed are deficient themselves, potential warranty claims of clients remain unaffected. If an airline is not warranted, a change of the airline is permitted.

If travel services are changed, ICO must inform the traveler at once of the reason for the change. If essential travel services are changed considerably. the traveler is entitled to withdraw from the travel contract free of charge or to rebook for an equivalent substitute cruise if ICO is able to offer such a cruise. The traveler must declare his decision immediately upon notification of the change by ICO.

5.2 If the travel contract also includes a pre- and/ or post-cruise package for the port of embarkation and/or debarkation, ICO is entitled to change the departure times as well as the air supplier if this is necessary for organizational or technical reasons and if the reasons have emerged after the completion of the travel contract, ICO has to inform the traveler about the changes in time. If ICO has for once confirmed a stateroom number before the cruise, any modification requests of the traveler can't be taken into account. ICO has the right to change already allotted staterooms for organizational reasons if the change is reasonable and takes place within the same category.

5.3 After the beginning of the cruise, changes of services, in particular changes of travel times, lay times and itineraries, are only permitted if they are necessary due to administrative orders, safety issues for the travelers and crew, acts of nature and/or in order to prevent risks. During the cruise. it is always down to the captain responsible for the respective ship alone to decide whether changes of timetables, itineraries and ports of call are necessary for weather or safety reasons.

#### 6. Price modifications

6.1 The cruise fares indicated in the catalogue are orientation prices referring to staterooms with double occupation. The actual fares are available online at www.princesscruises.de/www.princesscruises.at or from the travel agency. Prices for pre- and post-cruise packages or other arrangements will become binding upon confirmation according to paragraphs 1 and 4. These prices are part of the travel contract. This does not apply if third-party services are concerned.

6.2 Notwithstanding the above, ICO is entitled to increase the cruise fare should the transportation costs rise due to an increase in fuel costs, fees for certain services such as port or airport charges and security charges or a change of the exchange rates valid for the respective travel period. The price changes are calculated as follows: ICO may increase the cruise fare in accordance with the following calculation if the transportation costs (especially the fuel costs) have risen since the conclusion of the travel contract:

a) If the increase of the cruise fare is related directly to the seat/stateroom, ICO may demand the concrete amount from the traveler

b) If the carrier requires an increase of transportation costs for a particular means of transportation the additional transportation costs will be divided by the number of seats on the agreed means of transportation. ICO may then demand the resulting amount for each seat from the

c) If fees such as port or airport charges have risen since the conclusion of the travel contract, the cruise fare may be increased by the partial amount apportionable to the respective cruise fare.

d) If the exchange rates valid at the time the travel contract was concluded change in such way that the costs for the cruise will rise. ICO is entitled to demand the resulting additional costs from the traveler

6.3 An increase of the cruise fare is only permitted if there are more than 4 months between the conclusion of the contract and the beginning of the cruise. If a price modification should become necessary, the traveler must be notified immediately of the new calculation. In any case, price modifications are only possible until the 21st day prior to departure. Afterwards, price modifications are not allowed anymore.

6.4 If the cruise fare will increase by more than 5% or if the travel services will change significantly. the traveler can withdraw from the travel contract or, as with permitted cancellations made by ICO, rebook for an equivalent cruise provided that such cruises are available and no additional costs will apply. The traveler is obliged to assert these rights against ICO immediately after receiving the change notification. This should be done in written form for reasons of proof

### 7. Termination of contract by the tour operator

7.1 ICO may terminate the travel contract if a traveler strongly disrupts the journey despite a warning from ICO or if one of the travelers breaches the contract to such an extent that the immediate cancellation of the contract is justified. This applies especially to criminal acts of the traveler. The same applies to any nonobservance of the so-called "Guest Vacation Policy", that is, the country-specific rules and prohibitions regarding the possession of weapons and drugs, violence and offensive behavior. The traveler will be informed about this at the beginning of the cruise.

7.2 Contracts of travelers not considered fit enough to travel physically or mentally by the medical advisors of ICO may be terminated by ICO and any further transportation may be re fused if these passengers are unable to travel or represent a danger for themselves or other travelers. ICO may also terminate a travel contract if a woman has completed the 24th week of pregnancy at the beginning of the cruise or if she will do so during the cruise

7.3 If the traveler fails to provide the required passport data for transmission to the immigration authorities before the cruise, the travel contract may be terminated without setting a new deadline or the transportation may be refused.

7.4 If a travel contract has been terminated or if the further transportation has been refused for the reasons mentioned above, ICO maintains the right to the cruise fare. ICO will, however, take into account the saved expenses and benefits gained from any other use of the services not called upon. ICO is not responsible for any additional costs incurring for the traveler. In particular, the traveler has to bear the costs incurring for a transport back home. The traveler should check whether supplementary health insurance is required.

# 8. Termination of contract by the traveler cancellation fees

8.1 The traveler can withdraw from the travel contract at any time prior to departure. This cancellation will be valid only for the services indicated in the travel contract, including additional pre- or post-cruise packages as far as they were part of the contract or connected with it as is the case with third-party services. If the cancellation shall be valid for the travel contract only, excluding third-party services, the traveler must state this. For reasons of evidence, the cancellation should be made in written form. The traveler is required to send back travel documents already received. No shows will be seen as a cancellation. If the cruise was booked directly with ICO, the receipt of the cancellation by ICO will be decisive for the date of withdrawal. If the booking was made via a travel agency, it will be sufficient to send the cancellation to this agency. Otherwise, the cancellation has to be made separately.

8.2 ICO is entitled to claim reasonable compensation, taking into consideration the expenses not incurred and possible benefits from an alternative use of travel services. Instead of claiming expenses to be detected, ICO is entitled to claim a fixed rate which will be calculated for each traveler (unless a replacement is named) as follows:

For cancelling:

Up to 80 days prior departure Administrative Charge of EUR 75,

from 79 to 60 days prior departure 10 % Cancellation fee

from 59 to 45 days prior departure 25 % Cancellation fee\*

from 44 to 15 days prior departure 50 % Cancellation fee\*

from 14 to 8 days prior departure 75 % Cancellation fee'

as from the 7th day prior departure 90 % Cancellation feet

\*Proportion of the cruise fare



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barkation, 95 % of the cruise fare will become due

8.3 For last minute bookings or any other special offers the cancellation fees may differ from those indicated in paragraph 8.2 depending on the particular offer. The travel agency has to inform the traveler about the varying conditions and to deliver the special terms and conditions valid for last minute bookings to the customer before the contract is concluded.

8.4 The conclusion of travel cancellation insurance is strongly recommended.

8.5. If the traveler has booked additional services. such as pre- or post-cruise packages or hotel accommodation, the cancellation fee will increase by the cancellation fees of the respective service providers for the services in question, ICO will pass the cancellation fees invoiced by the respective service provider on to the traveler. These cancellation fees may vary considerably. Therefore, the travel agency will make the terms and conditions of the respective service providers available to the traveler before the additional services are booked.

8.6 The traveler is entitled to prove against ICO that no damage or only a minor damage was incurred. This applies in all cases in which ICO invokes fixed rates in order to simplify the handling. As far as third-party services are concerned, the terms and conditions of the respective service provider will apply.

8.7 If one or more travelers booked in a multi-bed-stateroom (two or more beds) withdraw from the travel contract (cancellation), the stateroom must be cancelled and a new booking must be made for the remaining travelers. ICO will take into account the use of the originally booked travel services and the expenses not

# 9. Acts of nature

9.1 If the cruise is substantially impaired, impeded or jeopardized due to acts of nature unpredictable upon conclusion of the travel contract, the traveler and ICO are entitled to terminate the travel contract. The terminating party is responsible for proving acts of nature.

9.2 In the case of acts of nature, ICO loses its claim to the cruise fare. ICO may, however, demand adequate compensation for the services already provided or necessary for the termination of the cruise. ICO must state and justify the amount. Each party has to bear half of the additional transportation costs if the transportation service was included in the travel contract.

9.3 If acts of nature are at hand ICO is obliged to investigate the situation and to inform the traveler about any objectively existing hazards so that the traveler can check the option of terminating the contract

## 10. Warranty (remedy, reduction, cancellation) and limitation

10.1 If a cruise is not performed according to contract, the traveler may ask for a remedy. ICO has the right to reject the request if it involves a disproportionate effort.

10.2 The traveler has the right to cancel the contract within the framework of existing legislation if the cruise is substantially impaired due to deficiencies and if ICO does not provide a remedy within a period adequately set by the traveler. The claim to a remedy must be addressed to the reception onboard the cruise ship. If transfers and/or flights and/or hotel accommodation have been added to the cruise and if ICO acts as an operator for these services (see 3.2), the request to a remedy caused by a significant impairment of the cruise due to deficiencies of the services concerned must be addressed to the service provider on site or to ICO. A deadline is not required if the remedy is not possible, if the request is denied by ICO or representatives of Princess Cruises or if an immediate cancellation is justified by a special interest of the traveler. A written notice of termination is recommended in order to preserve evidence. ICO is entitled to provide equal or better replacement services if this will be reasonable for

10.3 If there are any deficiencies, the traveler may claim a price reduction for the period in which the 9.2 will apply.

rights, the traveler has to report the deficiency to the authorities mentioned in term 10.2 immediately (without undue delay) after recognizing it.

10.4 If the cruise is not performed according to contract (§§ 651 c to 651 f BGB), claims must be made to Inter-Connect Marketing & Representations GmbH (Arnulfstr. 31, 80636 Muenchen, Germany - see term 1) within one month after the scheduled end of the cruise. After this period, the traveler can only make a claim if missing the deadline was not his fault. The claim should be made in written form in order to preserve evidence. It should be noted that tour guides, travel agencies and individual service providers are not entitled to accept claims of whatever kind against ICO.

10.5 Claims made by passengers regarding cruises not performed according to contract (§§ 651 c bis 651 f BGB (reimbursement for expenses, reduction, compensation)) and other claims of whatever kind are limited to a period of one year if no longer limitation period is set in term 10.6.

10.6 Claims made by passengers according to §§ 651 b to 651 f BGB and resulting from injury to life. body or health due to a negligent breach of duty on the part of ICO or a willful or negligent breach of duty on the part of one of its legal representatives or agents or other claims for damages resulting from a negligent breach of duty on the part of ICO or a willful or negligent breach of duty on the part of one of its legal representatives or agents are limited to a period of two years. Tort claims are limited to a period of three years.

10.7 With the exception of the limitation period for tort claims, the limitation period begins one day after the scheduled end of the cruise. The beginning of the limitation period for tort claims is determined by the law

# 11. Billing of additional efforts

11.1 If a traveler requests a name change or names a replacement, ICO is entitled to invoice the additional administrative costs including the additional costs that will occur at the respective service providers (flights, hotel accommodation). A handling fee of EUR 50 will apply for additional efforts on the part of ICO. Name changes and replacements can be requested only as long as the booking system allows these changes. If such changes become necessary after that date, the cruise has to be cancelled. In this case, the cancellation fees are calculated according to paragraph 8.2.

11.2 After the conclusion of the travel contract, the traveler has no right to change the travel date, the ship, the beginning of the voyage (flight) or the mode of transportation (e.g. change of stateroom category, change of departure). If the traveler wants to rebook, he has to reimburse the additional costs incurred. It is not possible to rebook if this will reduce the cruise fare. If the rebooking has been requested until the 80th day prior to departure and if this rebooking is possible, ICO will invoice a handling fee of EUR 50 per person. Changes requested after the 80th day prior to departure or changes requested in order to reduce the cruise fare are possible only after withdrawing from the travel contract. In this case, the cancellation fees indicated in paragraph 8.2 will apply

# 12. Special care provisions, passport, visa and health regulations

12.1 ICO will inform citizens of Germany and Austria who are not subject to special conditions due to dual citizenship, special entries in the passport or refugee travel documents about the relevant passport, visa and health regulations before the contract is concluded and about any possible changes prior to departure. Citizens of other countries must check with their respective consulates. If the travel agency has dutifully informed the traveler, the traveler is responsible to comply with the regulations.

12.2 If difficulties will arise due to noncompliance with the regulations caused by the traveler himself, the traveler cannot withdraw from the travel contract free of charge or use individual services without consequences. In these cases the regulations indicated in paragraph 8.1 and

No-Show: If the traveler does not appear for em-journey was impaired. In order to preserve his 12.3 In accordance with the EU regulation on 14. Non-assignment clause informing passengers about the identity of the operating airline (EuVO 2111/05), ICO must inform the travelers about the identities of all airlines involved in the journey. If an operating airline is not known at the time of booking ICO will name the airlines that are likely to operate the flight. ICO will give further information as soon as the name of the airlines is known. ICO will also inform the traveler about any changes. A list of airlines which are not allowed under EU regulations is available online at https://ec.europa.eu/ transport/air-ban/list\_de.htm.

> 12.4 ICO strongly recommends the conclusion of a travel cancellation insurance before booking since such insurance is not included in the cruise fare.

### 13. Liability

13.1 ICO is responsible in the context of the duties of a honest travel agent for the thorough preparation of the journey, the careful selection and monitoring of the service providers, the accuracy of the descriptions of all travel services indicated in the specific offer and for providing the contracted travel services in accordance with the regulations of the respective countries or ports of call.

13.2 The liability of ICO for contractual damages other than physical damages is limited to three times the fare paid for the journey according to §651h BGB

a) if the damage incurred by the traveler was caused neither deliberately nor negligently by ICO.

b) if ICO is responsible for the damage incurred by the traveler solely due to the fault of a service provider.

13.3 a) The liability for all claims for damages against ICO not based on intention or gross negligence is limited to three times the fare paid for the journey. This limit applies per passenger and trip.

b) If ICO acts as a contractual air carrier, the liability of the operator will depend on the respective regulations specified in the Aviation Act, the Warsaw Convention in the Den Haag version and the Montreal Agreement.

c) If ICO acts as a contractual shipping company. the relevant international agreements and specific regulation based on these agreements will

d) ICO is not liable for damage to or loss or theft of outdoor equipment occurring outside the ship. This does not apply if such damage is attributable to deliberate or negligent behavior of ICO. ICO is liable for damage to or loss of stateroom baggage according to the regulations of the HGB.

13.4 The liability of ICO is excluded or restricted if it is acceptable under the applicable international conventions or legal rules based on such conventions that the liability of providers for the services rendered by them is restricted or excluded.

13.5 ICO is not liable for service disruptions and damages to persons or property in connection with third-party services (e.g. shore excursions, transfers to and from the port of embarkation and debarkation) if these services are explicitly indicated as third-party services in the catalogue and booking confirmation, mentioning the name of the service provider.

13.6 ICO is not liable for costs incurred by the passenger for being late at the ship if the transfers are not owed by ICO according to the contract. This applies for the ports of embarkation as well as the ports of call if the traveler goes on excursions on his own and at his own risk. The captain is not obliged to wait for any delayed travelers

13.7 ICO is not liable for misspellings, miscalculations and any other obvious mistakes. In the case of obvious miscalculations, ICO is entitled to challenge the contract. ICO is not liable for information given in third-party advertisements (e.g. from travel agencies), having no influence on their production and no opportunity to verify their accuracy. Travel agencies and service providers are not entitled to give guarantees on behalf of ICO or to make agreements that do not correspond to the indications given in the catalogue or travel advertisement, that exceed these indications or are contrary to them, or that modify the content of the travel contract already confirmed

A traveler is not allowed to assign his rights to third parties including spouses and relatives. This does not apply if the assignment is mainly caused by reasons of consumer protection. Subject to clause 2, third parties are always allowed to assert a claim on behalf of the traveler.

## 15. Privacy Policy

15.1 The personal data provided by the traveler will be processed electronically and used when necessary for the booking procedure. Personal data means information about the identity of the passenger such as name, address, date of birth or e-mail address. Usage data means information collected passively when using the website or online offerings.

15.2 ICO will collect, handle, store and use personal data only in connection with the fulfillment of the travel contract. During the booking process, these data will be passed on to the parties involved in the fulfillment of the travel contract to the extent necessary. The traveler can request information about the personal data stored.

# 16. Final Provisions

16.1 Initially, the individually negotiated contract conditions will apply. These conditions will be complemented by the General Terms and Conditions. If neither the contract nor the General Terms and Conditions provide regulation for a particular case, the statutory regulations, notably the travel laws, will apply, taking into account BGB-InfoV § 4 ff.

16.2 The contractual relationship between ICO and the traveler and the resulting rights and obligations are governed by German law, If claims against ICO are made abroad and non-German law applies regarding the liability of ICO, the legal consequences, particularly with regard to the nature, extent and amount of the claims made by the traveler, will be dealt with under German law nonetheless.

16.3 The place of jurisdiction for all legal disputes - insofar as permitted by the laws - shall be Munich.

16.4 If any regulation contained in the General Terms and Conditions should be invalid, the other regulations shall remain in effect. In this case, an ineffective regulation shall be replaced by a new one permitted by law that best corresponds to the intended regulation in consideration of the economic purpose.

16.5 The General Terms and Conditions as amended from time to time become part of the travel contract.

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