



General Conditions  
of Passage Ticket Contract



**IMPORTANT NOTICE: THIS IS YOUR PASSAGE TICKET CONTRACT. READ IT CAREFULLY AS SOON AS YOU RECEIVE IT AS IT GOVERNS YOUR LEGAL RIGHTS. PAY PARTICULAR ATTENTION TO PARAGRAPHS 1 THROUGH 9 WHICH LIMIT THE CARRIER'S LIABILITY AND YOUR RIGHT TO TAKE LEGAL ACTION.**

By accepting or using this ticket, you, the Guest, acknowledge, accept and agree to all of its terms and conditions. Certain provisions are highlighted to call your attention to them but all provisions are important and binding upon you. The Carrier undertakes to transport the Guest and the Guest's baggage only under the following conditions, which the Guest acknowledges and undertakes to comply with fully.

The limitations and contractual provisions herein shall apply to any and all disputes between the Guest and the Carrier, regardless whether the incident giving rise to the dispute occurs onboard the Vessel, ashore, or while the Guest is in route to or from the Vessel by any mode of transportation, including without limitation tenders, buses, taxis, air carriers or private transportation.

In the event of a direct conflict between a provision of this contract and a provision of the Cruise Industry Passenger Bill of Rights (PBOR) in effect at the time of booking, and published on our website (<http://www.costacruise.com/B2C/USA/Bill-of-Rights.htm>), the PBOR controls.

## **DEFINITION OF TERMS USED IN THIS TICKET**

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

The word "Carrier" when used herein shall mean Costa Crociere S.p.A., an Italian corporation, the Vessel and other vessels owned, chartered, operated, marketed or provided by Costa Crociere S.p.A., and all of their officers, staff members, crewmembers, agents and assigns.

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

The word "Cruise Fare" means the amount paid for the cruise, plus any travel to or from the Vessel at the beginning or end of the cruise if arranged by the Carrier. The Cruise Fare shall be deemed earned when paid and is not refundable except as provided in the Carrier's website ([http://www.costacruise.com/contents/USA/pdf/Passage\\_Ticket\\_Contract\\_USA2015.pdf](http://www.costacruise.com/contents/USA/pdf/Passage_Ticket_Contract_USA2015.pdf)) and in Paragraph 11 of this Contract. In the event of any conflict between the terms of this Contract and the terms and conditions of the Carrier's website or "Guest Guide Brochure," the terms of this Contract shall prevail. The Cruise Fare includes ocean transportation, accommodations and ordinary meals onboard the Vessel during the voyage. The Cruise Fare does not include gratuities, liquor, wine or other beverages, shore excursions, laundry, other goods or services purchased onboard the Vessel or ashore, or any other incidental charges or



expenses.

The Cruise Fare also does not include (i) fuel supplemental charges and (ii) taxes and fees which the Carrier is obligated to collect from the Guest or pay in respect of the Guest or the voyage to governmental or quasi-governmental authorities, including without limitation port or harbor operators. Such taxes and fees include without limitation those levied for embarkation, disembarkation or landing, arrival or

departure taxes, security surcharges, Guest facility charges, and customs and immigration fees, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, air taxes or hotel VAT taxes incurred as part of a land tour, immigration and naturalization fees, harbor maintenance fees, and internal revenue service fees, whether assessed on a per Guest, per berth, per ton or per vessel basis. Fees and taxes that are assessed per ton or per vessel will be divided among the Guests based on the capacity of the Vessel. These charges are in addition to the Cruise Fare and the Guest shall pay these charges to the Carrier in full immediately upon request by the Carrier. The Guest agrees that imposition of or changes to these amounts are not material and do not give rise to a right of cancellation.

#### 1. NOTICE OF CLAIMS AND LIMITATION OF ACTION

The Carrier shall not be liable for any physical or emotional injury, illness or death of the Guest unless written notice of the claim with full particulars is delivered to the Carrier or its duly authorized agent within 185 days after the date of injury, illness or death. No legal proceedings whatsoever shall be maintainable in any event unless filed within one year after the date of injury, illness or death, and unless valid service is effected upon the Carrier within 120 days after commencement of the proceeding. The Carrier shall not be liable for any claims whatsoever, other than for physical or emotional injury, illness or death of the Guest, unless written notice of the claim with full particulars is delivered to the Carrier or its duly authorized agent within thirty (30) days after the Guest shall be landed from the Vessel, or in the case the voyage is abandoned within thirty (30) days thereafter. No legal proceeding whatsoever, other than for personal injury, illness or death, shall be maintainable in any event unless filed within six (6) months after the Guest shall be landed from the Vessel, or in the case the voyage is abandoned within six (6) months thereafter, and unless valid notice or service is effected upon the Carrier within 120 days after commencement of the proceeding.

#### 2. CHOICE OF FORUM; ARBITRATION OF CERTAIN CLAIMS; NO ARREST OF VESSEL

a) Any claim, controversy, dispute, suit, or matter of any kind whatsoever arising out of, concerned with, or incident to any Cruise or in connection with this Contract shall be instituted only in the courts of Genoa, Italy, to the exclusion of the courts of any other country, state, or nation. Italian law shall apply to any such proceedings, without effect to Italian choice-of-law principles.

b) No Right of Arrest

The Guest hereby waives any right to arrest or otherwise detain the Vessel in any jurisdiction.

#### 3. LIMITATIONS OF LIABILITY OF THE CARRIER

The Carrier shall be liable only for its negligence. The Carrier shall not be liable for acts of god, acts of war, civil commotion, riots, strikes, acts of terrorism or acts of sovereign states or governments. In addition to



all of the restrictions and exemptions from liability provided in this Contract, the Carrier claims the benefit of all restrictions, exemptions and limitations of liability set forth in the "Convention Relating to the Carriage of Guests and Their Luggage by Sea of

1974" as well as the "Protocol to the Convention Relating to the Carriage of Guests and Their Luggage by Sea of 1976" ("Athens Convention"), and the "Convention on Limitation of Liability for Maritime Claims" of 1976 ("LLMC Convention") which limit the liability of the Carrier for death of or personal injury to the Guest to no more than 46,666 Special Drawing Rights ("SDRs") as defined therein, and all other limits for damage or loss to personal property. The value of 46,666 SDRs is equal to approximately U.S. \$66,139 at the time of printing of this Contract and the current value is publicly available and published in the Wall Street Journal and on the Internet at [http://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](http://www.imf.org/external/np/fin/data/rms_sdrv.aspx). Further, the Carrier shall be entitled, to the maximum extent allowed by law, to any and all liability limitations and immunities provided under the International Convention on Travel Contracts ("CCV Convention") signed at Brussels, Belgium on April 23, 1970. In the event of any conflicts between the referenced provisions of the United States Code, the Athens Convention, the LLMC and the CCV, the Carrier shall be entitled to invoke whichever provisions provide the greatest limitations and immunities to the Carrier.

Nothing in this Contract is intended to, nor shall it operate to, limit or deprive the Carrier of any such statutory limitation or exoneration from liability.

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

All of the defenses, limitations and exemptions of whatever kind relating to the responsibility and liability of the Carrier that may be invoked by the Carrier by virtue of this Contract or by law are fully extended to and may also be invoked by all persons or entities who may act on behalf of the Carrier, on whose behalf the Carrier may act, and by certain other persons or entities. Such persons and entities may include without limitation (i) the Carrier's parent(s), subsidiaries, affiliates, and their officers, directors, successors, assigns, representatives, agents, employees, concessionaries, and contractors, (ii) the Carrier's officers, directors, successors, assigns, representatives, agents, employees, servants, concessionaires and contractors, (iii) the Vessel and other vessels owned, chartered, operated, marketed or provided by the Carrier, all masters, officers, staff members, crewmembers, independent contractors, medical providers, concessionaires, pilots, suppliers, agents and assigns onboard such Vessels, and the manufacturers of such Vessels and all their components parts, and (iv) Costa Cruise Lines Inc. ("CCL"). CCL is the sales and marketing agent for the Carrier and issues passage ticket contracts for the Carrier.

#### 5. LIMITATION OF LIABILITY OF CARRIER FOR INCIDENTS OFF THE VESSEL, OR FOR GOODS AND SERVICES PROVIDED BY INDEPENDENT CONTRACTORS ON OR OFF THE VESSEL

The Carrier shall have no responsibility, obligation or liability of any kind to the Guest for accidents, incidents, delays or any other events that occur to the Guest while off the Vessel or to warn the Guest of any risks or hazards off the Vessel.

Without limiting the generality of the foregoing, the Carrier is not responsible for incidents or claims that arise from, relate to, or occur while the Guest is traveling to or from the Vessel or during shore excursions or other tours off the Vessel, whether arranged by the Carrier or the Guest, including without limitation any



related services, facilities, accommodations, lodging, and transportation by air, rail, land or any other means, including by vessels not owned and operated by the Carrier.

The Guest understands and agrees that the Carrier may make arrangements with independent contractors to provide at additional charge to the Cruise Fare the transportation to and from the Vessel and shore excursions described above, and certain goods and services onboard the Vessel, including without limitation barbers, hairdressers, manicurists, masseurs, photographers, entertainers, instructors, shops, medical professionals, and other concessionaires.

The Carrier makes such arrangements as a convenience to Guests and shall be entitled to charge a fee and earn a profit for so doing. The Carrier does not own or control any such independent contractors, makes no representation of any kind as to their performance, and does not undertake to supervise their activities. The Carrier shall have no responsibility, obligation or liability of any kind to the Guest for any acts or omissions or for any loss, injury, illness or death in connection with or arising out of or related to arrangements with such independent contractors. The Guest shall have no right against the Carrier for any refunds in connection with any goods or services provided by such independent contractors.

#### 6. LIMITATIONS OF LIABILITY OF CARRIER FOR BAGGAGE AND PERSONAL PROPERTY

a) The responsibility of the Carrier for damages to or losses of the Guest's baggage, belongings or property, including without limitation clothing worn by the Guest, even if temporarily in the custody of the Carrier, is limited to the maximum sum of the lower of five hundred U.S. dollars (US\$500) per Guest or one hundred fifty U.S. dollars (US\$150) per piece, unless prior to the beginning of the voyage the Guest declares a higher value in writing and pays a higher tariff equal to five percent (5%) of the declared value; provided, however, that under no circumstance shall the Carrier be liable for an amount greater than five thousand U.S. dollars (US\$5,000), even if the Guest has declared a higher value and paid a higher tariff. In any event the Guest must provide proof of purchase and value, and under no circumstances shall the Carrier be liable for normal wear and tear.

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

c) The Carrier does not undertake to carry, and shall not be liable for, loss of or damage to money, negotiable securities, business or other documents, jewelry, tools of trade or product samples, works of art, electronics, computers, computer disks or other electronic storage or similar device, cellular telephones, cameras, video or audio tapes, CDs, binoculars, recreational equipment, dental hardware, eyewear (including eyeglasses, sunglasses and contact lenses), hearing aids, medications, medical equipment, wheelchairs or scooters under any circumstances, whether carried within the Guest's luggage or otherwise, or any other objects of value, such as described in Title 46 of the United States Code § 30503, whether kept in the cabin or in the Guest's luggage or otherwise, unless placed in security boxes provided by the Carrier. Under no circumstances will the Carrier be responsible for loss or damage to valuables placed in security boxes, unless the identities of the valuables and their value have been declared in writing by the Guest. In no case will the Carrier's liability to the Guest for such lost or stolen valuables exceed five hundred U.S. dollars (US\$500.00).

#### 7. LIMITATION OF LIABILITY OF CARRIER FOR CERTAIN DAMAGES



The Carrier shall not under any circumstances be liable to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind, when such damages were neither the result of a physical injury to the Guest, the result of the Guest having been at actual risk of a physical injury, nor intentionally inflicted by the Carrier.

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

The Carrier shall not be held vicariously liable for the intentional or negligent acts of any person not employed by the Carrier nor for any intentional or negligent acts of the Carrier's employees committed while off duty or outside the course and scope of their employment.

#### 9. WAIVER OF CLASS OR REPRESENTATIVE ACTIONS

This contract provides for the exclusive resolution of disputes through individual legal action on each Guest's own behalf instead of through any class or representative action. Even if the applicable law provides otherwise, Guest agrees that any arbitration or lawsuit against carrier whatsoever shall be litigated by the Guest individually and not as a member of any class or representative action, and the Guest expressly agrees to waive any law entitling him/her to participate in a class or representative action.

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

a) This Contract is valid only for the person or persons to whom it is issued.

It is not transferable. It is valid only for the Vessel, the accommodations and the sailing date specified herein. It must be exhibited to any of the officers of the Vessel or officials of the Carrier when requested. The Carrier shall not be liable to make any refund to the Guest in respect of lost tickets or tickets that are wholly or partly not used by the Guest for any reason.

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

c) The Guest must have in his or her own possession proper documentation required by the government of the



port of embarkation and all ports of call.

The Guest is advised to consult with his or her travel agent and the appropriate governmental agencies and embassies to determine what documentation will be required. The Carrier assumes no responsibility for advising the Guest of immigration or any other governmental requirements. The Carrier may refuse to embark the Guest or may disembark the Guest in the event the Guest does not present the required documentation. Such denied boarding or disembarkation shall be without liability to the Carrier and no refund of the Cruise Fare paid shall be due to the Guest in such circumstances.

#### 11. CANCELLATION, REFUNDS AND CHARGES

Except as otherwise provided in this Contract or unless the Carrier gives the Guest written notice that other terms apply, if the Guest cancels this Contract for any reason, he or she will only be refunded the Cruise Fare or a portion thereof paid depending upon the specific itinerary and when the Contract was canceled. Cancellations and requests for refund must be communicated to the Carrier by calling 1-800-GO-COSTA during operational hours. All documents (deposit receipt or passage tickets) issued by Carrier must be returned before any refund can be processed.

Cancellation charges, per person, will be assessed as follows: Non-Caribbean:

- 90 or more days prior to sailing: Full Refund
- 89 - 57 days prior to sailing: Deposit Amount (plus \$50 fee for air cancellation)
- 56 - 30 days prior to sailing: 50 percent of cruise fare/air add-on/hotel
- 29 - 15 days prior to sailing: 75 percent of cruise fare/air add-on/hotel
- 14 days or less prior to sailing: No refund (100 percent cancellation charge)

Caribbean:

- 76 or more days prior to sailing: Full Refund
- 75 - 57 days prior to sailing: Deposit Amount (plus \$50 fee for air cancellation)
- 56 - 30 days prior to sailing: 50 percent of cruise fare/air add-on/hotel
- 29 - 15 days prior to sailing: 75 percent of cruise fare/air add-on/hotel
- 14 days or less prior to sailing: No refund (100 percent cancellation charge)

World/Grand Cruises:

- 90 or more days prior to sailing: 15% of the cruise fare.
- 89 - 57 days prior to sailing: 25 percent of cruise (plus \$50 fee for air cancellation)
- 56 - 45 days prior to sailing: 50 percent of cruise fare/air add-on/hotel
- 30 - 44 days prior to sailing: 75 percent of cruise fare/air add-on/hotel





- 29 days or less prior to sailing: No refund (100 percent cancellation charge)

If the Guest for any reason does not present himself or herself on the sailing date or interrupts a voyage that has already started, the Guest shall not be entitled to any refund.

The Guest will be charged a fifty U.S. dollar (US\$50) administrative fee for changes to bookings after cruise documents have been issued. A change of a booking from an air/sea package to cruise only constitutes a cancellation of the air portion of the package and is subject to the cancellation charges indicated above.

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

## 12. CAREFREE TRAVEL PROTECTION

The Carrier recommends that the Guest Purchase Carefree Travel Protection that may cover loss, damage or expense incurred. As a convenience to Guests, the Carrier can make arrangements for the purchase of Carefree Travel Protection from a third party travel insurer. However, the Carrier is not an insurer, and any such insurance is provided by an independent contractor and is subject to the terms and conditions of the plan description, a copy of which is available on request. Guests should consult the conditions of coverage to determine benefits and exclusions. The Carefree Travel Protection is not in effect unless and until the carrier has received and accepted the payment which must be made on or before final payment.

## 13. ASSIGNMENT OF ACCOMMODATIONS

The Carrier reserves the right to assign accommodations other than those previously assigned to the Guest provided they are of equal or higher value.

The Carrier further reserves the right to assign accommodations of lesser value than those paid for by the Guest, provided the Carrier tenders a refund equal to the difference in the Cruise Fare attributable to the cabin category the Guest paid and the cabin category ultimately assigned and offers the Guest the right to cancel the voyage without charge.

## 14. MODIFICATION OF ITINERARY OR CANCELLATION OF VOYAGE

a) The Carrier may for any reason whatsoever, including without limitation adverse weather, perils of the sea, strikes ashore or onboard the Vessel, war, hostilities or the perceived threat thereof, at any time, with or without prior notice, cancel, delay, or advance any sailing or add, delete or alter any or all ports of call during the voyage itinerary, including ports of embarkation and disembarkation, or substitute another vessel, and the Carrier shall not be liable for any loss whatsoever arising from or relating to such cancellation, deviation, delay, substitution or modifications. In the event the voyage is canceled prior to commencement, the Carrier shall refund to the Guest the actual amount paid by the Guest to the Carrier for the voyage and in no event shall the Carrier be liable for any consequential damages, costs or expenses of any kind.

b) The Captain has full authority to proceed without pilot, to tow and assist vessels in all circumstances, and





the Captain can deviate from the ordinary route or modify the voyage itinerary in any direction for any distance and for any purpose, including without limitation assisting other vessels in distress or in emergencies of any kind involving anyone or anything. The Vessel may call at any port whether or not contemplated in the itinerary, as well as transfer the Guest and the Guest's baggage to any other vessel or conveyance, whether belonging to the Carrier or not, back to the port of embarkation or to the originally scheduled port of disembarkation. In any of these cases the Guest shall not have the right to cancel this Contract, to recover any damages or costs, or to obtain any reimbursement of expenses of any kind from the Carrier.

c) If the performance of the voyage is interrupted, hindered or prevented (or in the opinion of the Carrier or the Captain is likely to be interrupted, hindered or prevented) before or after the sailing by force majeure, including without limitation war, hostilities, blockage, ice, labor conflicts, strikes onboard or ashore, restraint of government, fire, breakdown of the Vessel, congestion, docking difficulties, or any other cause whatsoever, or if the Carrier or the Captain considers that for any reason whatsoever, proceeding to, attempting to enter or entering or remaining at the port of the Guest's destination may expose the Vessel to risk of loss or damage or be likely to delay the Vessel, the Guest and the Guest's baggage may be landed at the port of embarkation or at any port or place at which the Vessel may call and the responsibility of the Carrier shall cease and this Contract shall be deemed to have been fully performed, or if the Guest has not embarked, the Carrier may cancel the proposed voyage. The Guest shall not be entitled to any refund of the Cruise Fare or to compensation, damages or reimbursement of any expenses whatsoever, but will be given credit for the proportion of the Cruise Fare unused. The Carrier shall use reasonable efforts to arrange for the transportation of the Guest and the Guest's baggage to the port of destination by any other available means of transport.

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

e) Should the Vessel deviate from its course for any cause resulting from the Guest's negligence or due to a medical emergency involving the Guest, the Guest shall be liable for any related costs incurred and shall indemnify the Carrier for any costs, penalties, or demands arising there from.

#### 15. FITNESS TO TRAVEL; EXPECTANT MOTHERS; INFANTS; SPECIAL NEEDS; ASSISTANCE ANIMALS

a) The Guest acknowledges and understands that sea travel by definition involves travel to places and ocean areas where the availability of medical care maybe limited or delayed and where medical care and emergency evacuation may not be available. The Guest represents that he or she is and shall be fit for such travel.

The Carrier has the absolute right to refuse passage to the Guest and to disembark the Guest at any point during the voyage, at the Guest's sole risk and expense, when in the sole discretion of the Carrier or the Captain the Guest is believed insufficiently fit for or otherwise unable to continue the voyage.

b) Infants must be at least six (6) months of age on the date of embarkation, except the minimum age is twelve (12) months for Transocean crossings (Atlantic, Pacific, Indian, Arctic, etc.), world cruises, cruises of 15 days or longer duration, or any other itinerary which in the opinion of the Carrier present serious risks to infants in need of emergency care.



c) As the vessels are not equipped to offer assistance in pregnancy and childbirth, bookings will not be accepted from passengers who have entered the 24th week of estimated fetal gestational age at any time during the cruise. All pregnant women must produce a medical certificate attesting to their good health and their child's. Carrier will not, in any way, be held responsible for any event that occurred during or after the trip and arising out of or related to pregnancy. Guests who do not meet these requirements may not board the Vessel under any circumstances.

d) The Guest must at the time of booking the cruise inform the Carrier at 1 800 GO-COSTA during operational hours, of any special needs including existing physical or mental illness, disability or any other condition for which the Guest or any other Guest in their care may require medical attention or special accommodation during the voyage or for which the use of a wheelchair or service animal is contemplated or necessary.

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

The Carrier and the Vessel's doctor and other personnel shall have no responsibility, obligation or liability of any kind for any consequence arising from the failure of the Guest or the Guest's travel agent to provide such information, and the Carrier may cancel the Guest's reservation, assessing any applicable cancellation fees if sufficient time is not provided to make an adequate assessment of the medical condition or any special accommodations or other requirements necessitated by such disability or condition. The Carrier shall have the right to request a letter from a physician attesting to the Guest's fitness to travel, however the Carrier shall not be bound by any advice given by such physician. The Carrier reserves the right to revoke or refuse passage to anyone whom may, in the sole judgment of the Carrier or the Vessel's doctor, require treatment, care or accommodations beyond that which the Vessel's facilities can reasonably or readily provide, or whose mental or physical condition may make them unsuitable for or incapable of a cruise voyage due to the limited facilities onboard, or who may create an unreasonable risk of injury or harm to themselves or others. By accepting the Guest with a physical or mental condition or disability, the Carrier assumes no responsibility, obligation or liability of any kind for such Guest beyond that assumed for any other Guest as provided in this Passage Ticket Contract. All Guests are subject to all the limitations and terms and conditions set forth in the Passage Ticket Contract.

d) Guests with physical limitations may travel with a properly trained and certified assistance animal (for example trained seeing-eye dogs) provided the Carrier is given advance written notice of Guest's desire to travel with the animal and Guest assumes full responsibility for the animal's food and hygiene. Guests are advised that assistance animals may not be allowed off the Vessel in some or all ports due to animal quarantine requirements. The Guest is responsible for confirming with local authorities where the animal will be allowed ashore and whether the animal can be allowed into the port of disembarkation if taken onboard the Vessel or if brought ashore in any port.

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

## 16. GUESTS WHO ARE MINORS

The Carrier shall refuse boarding to any Guest who is under the age of twenty-one (21), unless the Guest is



traveling in the same cabin with an individual twenty-five (25) years or older; or traveling in the same cabin with their spouse; or traveling with a parent or guardian in an accompanying cabin. Proof of age and/or proof of marriage are required.

The Carrier shall not be liable to make any refunds or for any damages with respect to any failure by the Guest to provide proper proof of age or marriage or otherwise comply with this provision. The Guest agrees that no alcohol shall be purchased or consumed by any Guest under the age of twenty-one (21) on cruises embarking or disembarking Guests at U.S. ports, or under the age of eighteen (18) for all other cruises. Guests under the age of 18 may not play in the onboard casino or use any spa facilities and must be accompanied by a person over 18 on shore excursions. The Guest's age on the date of sailing determines his or her status for the entire cruise. Each adult Guest shall supervise any minor in his or her care and ensure compliance with all rules and regulations of the Carrier, the Vessel or its officers and the provisions of this Passage Contract. Any minor Guest and accompanying adult Guest(s) may be disembarked or refused embarkation without liability for refund, payment or compensation for failing to comply with any of these rules, regulations or provisions. Each adult Guest shall indemnify and hold Carrier harmless for any acts or omissions of any accompanying minor.

#### 17. RESPONSIBILITY OF THE GUEST; DAMAGES; FINES AND EXPENSES

- a) The Guest must at all times obey all the rules, regulations and orders of the Carrier and the Vessel's Master as noted in Paragraph 22.
- b) The Guest shall attend all safety briefings and emergency drills that the Carrier arranges on board the ship. If this requirement is not met, the Master, pursuant to Art. 186 of the Italian Maritime Law and in accordance with Paragraph 22 below, may take all appropriate measures including disciplinary disembarkation of the Guest.
- c) The Guest may not solicit other Guests for commercial purposes or advertise goods or services onboard the Vessel without the Carrier's prior consent.
- d) The Guest is responsible to comply without delay with the requirements of all immigration, ports, health, customs, and government police authorities, and all other laws and regulations of each country or state from or to which the Guest will travel. The Carrier shall not be liable to ensure the Guest's compliance.
- e) The Guest, and the parent or guardian of Guests who are minors, shall be directly responsible to the Carrier and shall reimburse the Carrier for all;
  - i) damages caused by the Guest to the Vessel or to its furniture or equipment and for damage to property or injury caused to other Guests or crew,
  - ii) fines, penalties or other expenses which the Carrier may incur or which may as a result of the Guest's acts or omissions be assessed against the Guest, the Vessel or the Carrier by port authorities, customs, immigration or health officers or by any other official of any country, and
  - iii) costs and expenses, including repatriation, resulting from any delay or detention of Guest onboard the Vessel or elsewhere due to injury, illness, disability or quarantine or due to action of any government or authority or for any other reason not the fault of the Carrier.
- f) The Carrier has no obligation to refund any portion of the Cruise Fare paid or to reimburse any expenses whatsoever to the Guest if he or she is disembarked under Paragraph 15 of this Contract during the voyage or



fails for any reason to be onboard the Vessel when the Vessel departs any port.

#### 18. BAGGAGE; RIGHT TO SEARCH; ANIMALS, ALCOHOL AND OTHER PROHIBITED AND DANGEROUS ITEMS

a) The Guest shall be allowed a reasonable amount of baggage free of charge. Baggage means only suit cases, valises, satchels, bags, hangers and bundles with their contents consisting of only such wearing apparel, toilet articles and similar personal effects as are necessary and appropriate for the purpose of the journey. For the Guest's convenience, security boxes are provided at no charge under the conditions set forth herein and as stated at the time the box is requested.

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

c) The Guest is forbidden to bring onboard the Vessel live animals (except assistance animals), inflammables, firearms, ammunition, explosives, illegal drugs, or other potentially harmful or dangerous weapons, substances or materials. The Guest further agrees that no alcohol purchased or obtained ashore may be brought onboard the Vessel. The Carrier reserves the right to refuse to permit the Guest to take onboard any additional item it deems inappropriate.

#### 19. SHIP'S DOCTOR

a) Should a Guest require medical attention while aboard one of our vessels, the ship's doctor is available to render services at a customary fee.

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

#### 20. AGENTS; RESPONSIBILITY OF THE GUEST FOR PAYMENT

The travel agent, if any, who booked the Guest's cruise, including without limitation a travel wholesaler or Internet travel service provider, acts at all times as the agent for the Guest and not the Carrier. The booking of the cruise and the delivery of this Contract by the Carrier to the Guest or the Guest's travel agent, whether by post, electronic mail or other means, is binding upon the Guest, and the Guest shall be responsible to the Carrier for the total amount of the Cruise Fare.

The Carrier is not liable for any representations or statements made by the travel agent with respect to the cruise program purchased by the Guest or for any conduct of the Guest's travel agent, including without limitation any failure to remit the Guest's deposit or other funds to the Carrier or any failure to remit a refund from the Carrier to the Guest. Receipt of any documents or notices by the Guest's travel agent, including this Passage Contract, whether by post, electronic mail or other means, shall constitute receipt of same by the Guest.



## 21. GUEST SAFETY

The Carrier's Vessels visit numerous ports in a number of countries. The Carrier reserves the right to alter or cancel itineraries with or without notice for any reason, including without limitation in the interest of security and safety. However, the Guest assumes responsibility for his or her own safety and the Carrier cannot guarantee the Guest's safety while on or off the Vessel.

The United States Department of State and other governmental and tourist organizations regularly issue advisories and warnings to travelers and the Carrier strongly recommends that the Guest obtain and consider such information when making travel decisions. The Carrier assumes no responsibility for gathering said information.

## 22. Powers of the Master (Captain)

a) 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, to enter any port (whether or not it is on the ship's itinerary) and to transfer a Guest and their luggage onto another vessel to proceed on the voyage.

b) The Guest is subject to the disciplinary authority of the Master of the ship as far as vessel and navigational safety are concerned. In particular, the Guest shall comply with all instructions and orders issued on board, including those relating to safety briefings and emergency drills as per 17 above. If, in the sole opinion of the Master, a Guest 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 Guests, the Master has the right, depending on the case in question to,

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

Similar measures may be taken independently by air carriers or other service providers, in accordance with the disciplinary authority they are granted by law or by contract; in this regard the Carrier shall bear no liability in relation to these air carriers or service providers.

c) The Carrier and the Master of the ship shall have the liberty to comply with any orders or directions whatsoever issued by the Government or authorities of any nation or by any person acting or purporting to act on behalf of or with the authority of such Government or authorities or by any person having under the terms of the War Risks Insurance on the ship the right to issue such orders or directions. If by reason of, and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation or a breach of contract. Disembarkation of any Guests 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 Carrier from any liability for the continuation of the voyage or the repatriation of the Guests.

## 23. GUEST GUIDE (Brochure) AND WEBSITE

The Guest accepts and agrees to the terms and conditions of the Carrier's applicable website ([http://www.costacruise.com/B2C/USA/Before\\_you\\_go/term/termo.htm](http://www.costacruise.com/B2C/USA/Before_you_go/term/termo.htm)) and "Guest Guide" booklet, all of which are hereby incorporated into this Contract as though fully set out herein. In the event of any



conflict between the terms of this Contract and the terms and conditions of the Carrier's website or "Guest Guide," the terms of this Contract shall prevail.

#### 24. RIGHT TO USE AND DISPLAY GUEST'S LIKENESS

The Guest grants Carrier the exclusive right throughout the universe in perpetuity, free of any claims, to use his/her photograph, image, likeness, voice, or other audio or visual portrayal taken during the cruise, including the right to edit, combine and make unrestricted use of such materials with other materials, or to delete or juxtapose any part of such materials with other materials, in any fashion, including without limitation the unrestricted right to copy, revise, distribute, display and sell photographs, images, film, tapes or recordings in any and all media now known or hereafter devised, including without limitation use on the Internet, for all purposes, including for promotional, advertising, marketing or other business purposes of the Carrier or affiliated or related companies or brands. Guest hereby relinquishes any property interest or right Guest may have in any such materials.

#### 25. CONTRACT TERMS ARE SEVERABLE

Except as provided in Paragraph 9, if any portion or provision of this Contract shall be deemed invalid, illegal or unenforceable, that portion only shall be ineffective only to the limited extent of such invalidity, illegality or unenforceability and the remainder of this Contract shall remain in full force and effect. In the event any provision restricting or exempting the liability or responsibility of the Carrier or limiting remedies against the Carrier is invalid under applicable law, there shall be automatically substituted therefore the restriction or exemption from liability or responsibility of the Carrier or limitation of remedies, as the case may be, most favorable to the Carrier.

#### 26. ENTIRE CONTRACT

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