Since the general contractual conditions are updated from time to time in line with changes in the relevant regulations, we would advise our Guests to refer to the contractual conditions that apply when they make their booking.

1. APPLICABLE RULES AND REGULATIONS

1.1 This sales agreement for a tourist package in the form of a cruise is subject to these general conditions, in addition to any additional conditions that might be contained in brochures, leaflets or catalogues published by the Organiser, and any other documentation supplied to the passenger by the Organiser.

1.2 The said contract shall also be governed by Italian law in accordance with mandatory legislation and regulations applicable to the protection of consumer rights (Directive No. 90/314/EEC), the Italian Code for the regulation of tourism and the tourism market (Legislative Decree of 23 May 2011 No. 79, hereinafter the “Tourism Code”), the European Regulation n°329/2009 and/or national and international legislation and regulations regarding the individual services that constitute the tourism field.

1.3 The single clauses of these general conditions have to be regarded as independent of each other. The total or partial invalidity of a single clause or paragraph will not invalidate any other clause or paragraph of these general contract conditions.

2. STIPULATION OF THE CONTRACT

2.1 The booking application will be drawn up in a specific form (in a computerised version, where applicable), every part of which should be filled in, to be signed by the passenger.

2.2 The tourist packages sold on line are sales offers in Italy for all legal purposes, and the agreements regarding these are signed in Italy.

2.3 Acceptance of bookings is subject to availability, and is finalised for the purposes of formalising the agreement only upon confirmation by the Organiser (which may take place on line). The bookings are subject to the payment by the passenger of the deposit referred to in article 3.1. Failure to pay the deposit will lead to cancellation of the booking.

2.4 The promotional offers, or those involving special conditions by way of exceptions to those set out in the catalogues, are subject to availability and time limits, in accordance with the conditions laid down by the Organiser from time to time, at the absolute discretion of this latter.

2.5 Travel Agencies holding the required licence shall act as the Passenger’s agent and, pursuant to article 87 of the Tourism Code, may only issue a copy of the contract if they already hold a confirmation from the Organiser referred to in the previous paragraph.

2.6 In the case of a single booking made for a number of parties, whose names are to be listed in the booking form, the party making the booking guarantees that he or she is duly authorised to do
so on behalf of the parties concerned, and will also guarantee that the other parties named in the booking form will act in accordance with all the contract obligations.

2.7 Bookings from minors will not be accepted. Without affecting the terms of article 2.6, bookings for passengers who are minors have to be made by parents, guardians or other adults in possession of the necessary powers to do so, and will be accepted only if the minor is to be accompanied by at least one parent or another adult, who will take on full responsibility in this regard.

2.8 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. Costa Cruises 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.

2.9 Children are not permitted to sail prior to 6 months of age on the first day of cruise. For the cruises longer than 15 days that are related to the following destinations the minimum age is 12 months: Africa, Far East, Indian Ocean and Unique Journeys.

2.10 The vessels have a limited number of cabins for disabled passengers, and some areas and facilities on board are not accessible by the disabled and/or are unable to accommodate disabled passengers. Consequently, bookings from disabled passengers will be accepted within the limits of such availability and, if necessary, may require that such passengers be accompanied by persons capable of offering them the assistance they require as per European Regulation no. 1177/2010.

2.11 At the time of signing the agreement, the passenger will inform the Organiser of any illnesses or physical or mental disabilities that might require special forms of care or assistance. No bookings will be accepted for passengers whose physical or mental conditions make their presence on the cruise impossible or dangerous for themselves or others, or who require forms of care or assistance that it is not possible to guarantee on board the vessel.

2.12 Information relating to the cruise that is not contained in the contract documents, in the brochures or on the Costa Cruises website, or via other means of communication, shall be supplied to the Passenger by the Organiser, in accordance with the provisions of the Tourism Code, in good time before the beginning of the journey.

2.13 The Organiser reserves the right to waive these general conditions in relation to particular contract categories (such as groups or incentive travel) and promotional offers referred to in article 2.4 above, to which the terms and conditions specifically stated on each occasion shall apply. Assignment to a higher category of cabin than the one purchased as guaranteed and/or based on any commercial promotions does not entitle the passenger to benefit from the privileges and rights associated with it. Cabins from the same or a higher level, as assigned, may not include a double bed and/or disabled facilities.
3. PAYMENT

3.1 When the agreement is signed, a deposit will be payable. This will be equivalent to the amount specified in the catalogue, and will in any case be no less than 15% of the price, including the full booking fee, where applicable. The balance due will be paid at least 30 days prior to the date of departure. For bookings made less than 30 days prior to the departure date, the full price will be paid at the time when the agreement is signed.

3.2 Failure to pay the balance due on the dates specified above will lead to the cancellation of the agreement in accordance with the terms of the express termination clause. In such cases, the Organiser will have the right to compensation for any additional damage caused.

3.3 The travel ticket, which authorises the passenger to gain access to the vessel, will be issued to the passenger after the full balance of the price has been paid and if following data are available: Date and place of birth of passengers Number, date and place of issuance, expiry date of the passport or Identity document according to what foreseen by law in force.

3.4 Payments made through Travel Agencies will be regarded as received only when the sums in question have been effectively passed on to the Organiser. Payment for web bookings.

3.5 For all bookings made online via Costa’s website full or instalments payment is due via credit card or debit card at the time of reservation. Costa Cruises accepts AmericanExpress, Visa and MasterCard as payment for your cruise. Instalments can be paid only if the cruise holiday is purchased 70 days before departure date. First instalment, which is not refundable, must be 20% of the booking gross total + 100% of the insurance premium, second instalment must be paid within 70 days before ship departure date. Non-payment of the balance of the aforesaid payments on the established dates constitutes a breach that is the subject of the express resolution clause of the contract, such as to cause the legal resolution of the same, subject to the payment of compensation for any further damages suffered by the Organiser. The transportation ticket, which constitutes the legitimizing document for access on board the ship, shall be delivered to the passenger after payment of the total balance of the price.

4. PRICES

4.1 Prices shall be inclusive of everything that is expressly stated on the website and in the contract form signed by the passenger. The prices stated on the website are not inclusive of the service charge. The prices stated in the catalogue do not include: (i) the service charge: described in the catalogue and stated beside each price table with the wording, (ii) port taxes: a flat rate contribution that varies depending on the itinerary and duration of the cruise, (iii) registration: USD30 per person to cover booking administration costs.

4.2 The catalogue indicates a minimum price known as “Pronto Price” (Book Immediately) and a maximum price known as “Listino” (Full Fare). For each cruise, a limited number of cabins will be available at the minimum price. When these are no longer available, the remaining cabins may be placed on sale at prices greater than the minimum, of which the passengers will be informed when
the booking application is received. Except where otherwise indicated as set out in paragraph 3 of this article below, such prices will be no greater than the maximum price indicated in the catalogue under the “Full Fare” heading.

4.3 The prices indicated in the pricing tables of this brochure refer to April 2012 (the month during which the Annual 2013 brochure was first printed), considering the fuel cost for the propulsion of the vessel to be EUR 556 (per tonne average Platts Genoa IFO 380 at an exchange rate of 1 USD = 0.7568 EUR). If there is a fuel cost increase in the cost of marine fuel that is lower than 10% there will be no increase of the cruise price. For fuel cost increase of 10% the price of the cruise (excluding flights, transfers, taxes and any other add-on) will increase by 3%. In case of fuel cost increase higher than 10% the price of the cruise will increase proportionately, starting from the 3% base. Please see following examples:

- fuel cost increase 15% --> cruise price increase up to 4.5%;
- fuel cost increase 30% --> cruise price increase up to 9%

4.4 The prices indicated are per person. If however a passenger becomes the sole occupant of a cabin as a result of withdrawal or cancellation by the other occupants, the passenger in question will have to pay a single cabin supplement.

5. MODIFICATIONS TO THE VOYAGE

5.1 If the Organiser is forced to make any significant changes to an essential aspect of the agreement, including the price, prior to the departure date, it will inform the passenger of this fact as soon as possible. For such purposes, a significant modification is a price alteration of more than 10% of the total, or a change which has an effect on factors that can be regarded as fundamental to the cruise considered as a whole. Merely by way of example, modifications of the following kinds are not regarded as significant: (i) changes of carrier, flight times and itineraries, provided the date of departure and arrival remains unchanged and access to and disembarkation from the vessel are permitted on the dates and at the times scheduled for the cruise, (ii) the replacement of the ship on the basis of the terms of article 5.4, (iii) changes to the cruise itinerary on the basis of the terms of article 5.5, (iv) the allocation of a different cabin on the basis of the terms of article 12, (v) changes to the type of hotel accommodation, provided the hotel belongs to the same category, (vi) changes in the scheduling of events and other forms of entertainment on board the vessel.

5.2 A passenger who receives notification of a change to an essential aspect or a price modification of more than 10% will have the right to withdraw from the agreement without the application of any penalty, or to accept the modification, which will then become a part of the agreement, with the precise specification of the changes and the effect of these on the price. The passenger will inform the Organiser of its decision - through the Travel Agency where appropriate - within 2 working days of the date when he or she becomes aware of the modification. If no such written notification is issued, it will be understood that the modification has been accepted.
5.3 If the Organiser is unable to supply an essential part of the services specified in the contract due to reasons not attributable to the actions or conduct of the passenger, it will provide alternative solutions compatible with the technical and safety requirements, at no additional cost to the passenger. If the alternatives supplied are of a value that is significantly lower than the scheduled services, the passenger will be reimbursed within the limit of the differences in value. If no alternative solution is possible or the solution proposed by the Organiser is turned down by the passenger for acceptable, justified and proven reasons, the Organiser will provide a means of transport equivalent to that laid down for the return to the point of departure, or to any other destination that might be agreed upon, at no additional cost, only if such a solution is objectively indispensable in the circumstances. The Organiser will reimburse the passenger for the services not used, after deduction of the costs sustained by the Organiser in any way.

5.4 It is acknowledged that the Organiser has the right to replace the scheduled vessel with another of similar specifications if this is necessary for technical or operational reasons, or in relation to the safety of the ship. 5.5 The Organiser, and the Captain of the vessel on behalf of this latter, have the right to modify the cruise itinerary due to unforeseen and uncontrollable circumstances or for reasons regarding the safety of the ship or its navigation.

6. WITHDRAWAL BY THE PASSENGER

6.1 The passenger may withdraw from the agreement without incurring any penalty only if he or she has been informed of the modification of an essential aspect under the terms of article 5.1 above. In such a case, if the passenger should withdraw from the agreement he or she will have the right to make use of an alternative package, or to the reimbursement of the payments already made at the time of the withdrawal. The package that the passenger decides to make use of will have to be of an equivalent or greater value (but without price supplements) to that originally selected. If the Organiser is unable to offer a package of an equivalent or greater value, the passenger will have the right to the reimbursement of the difference.

6.2 A customer who withdraws from the agreement for reasons other than those specified in the previous paragraph will be debited with the following sums:

CRUISES FOR A PERIOD EQUAL TO OR LESS THAN 9 DAYS
Up to 60 days or more before the departure the cancellation fee will be AUD 50 per person
From 59 up to 41 days before the departure the cancellation fee will be 20%
From 40 up to 28 days before the departure the cancellation fee will be 40%
From 27 up to 14 days before the departure the cancellation fee will be 60%
From 13 up to 2 days before the departure the cancellation fee will be 80%
From 01 up to the departure day the cancellation fee will be 100%.

A passenger who withdraws within 1 day of the departure date, fails to turn up in time for departure or withdraws from the voyage after it has begun for any reason will have no right to any reimbursement and will have to pay the price in full.
CRUISES FOR A PERIOD LONGER THAN 9 DAYS
Up to 90 days or more before the departure the cancellation fee will be AUD 50 per person
From 89 up to 50 days before the departure the cancellation fee will be 20%
From 49 up to 28 days before the departure the cancellation fee will be 40%
From 27 up to 14 days before the departure the cancellation fee will be 60%
From 13 up to 07 days before the departure the cancellation fee will be 80%
From 06 up to the departure day the cancellation fee will be 100%

A passenger who withdraws 6 days prior of the departure date, fails to turn up in time for
departure or withdraws from the voyage after it has begun for any reason will have no right to any
reimbursement and will have to pay the price in full.

FOR THE AROUND THE WORLD CRUISE ONLY
Up to 120 days or more before the departure the cancellation fee will be 15%
From 119 up to 90 days before the departure the cancellation fee will be 20%
From 89 up to 60 days before the departure the cancellation fee will be 40%
From 59 up to 45 days before the departure the cancellation fee will be 60%
From 44 up to 28 days before the departure the cancellation fee will be 80%
From 27 up to the departure day the cancellation fee will be 100%

A passenger who withdraws 27 days prior of the departure date, fails to turn up in time for
departure or withdraws from the voyage after it has begun for any reason will have no right to any
reimbursement and will have to pay the price in full.

6.3 In the event of cancellation covered by an insurance policy, the Organiser should be notified of
this at the same time as notification is issued to the insurer. Any difference between the sums due
from the passenger on the basis of the terms of article 6.2 above and the sums paid by the
insurance company will be payable by the passenger.

7. REPLACEMENTS

7.1 A passenger who is not in a position to make use of the tourist package may be replaced by
another person provided: a) the Organiser is informed of this fact in writing within 4 working days
of the scheduled departure date, at which time the identity details of the replacement should also
be provided; b) there are no reasons relating to the possession of passports, visas or health
certificates, or with regard to hotel accommodation, transport services or any other factors that
would make it impossible for the person replacing the passenger who has withdrawn to make use
of the package; c) the person replacing the original passenger pays any sums specified in the
catalogue as replacement costs to the Organiser.

7.2 In such a case, the passenger will in any case pay a sum of AUD 50 per person as
administrative costs. The passenger withdrawing and the replacement will be jointly responsible
for the payment of the balance due and the payment of the sum referred to in point c) of article 7.1
above.
7.3 The travel ticket is transferable only in the event of replacement for the purposes of the agreement, in accordance with the terms set out in the previous paragraphs.

7.4 The right of replacement referred to in the previous paragraphs is subject to the exceptions and limits laid down in the regulations, with particular reference to the security regulations applicable to the single services forming part of the package.

7.5 Replacement for reasons other than whose which make it impossible for the original passenger to make use of the tourist package, or notification of replacement received by the Organiser following the term specified in article 7.1, will be regarded as equivalent to the withdrawal of the passenger and a new booking by the replacement. In such a case, the withdrawing passenger will be obliged to pay the sums referred to in article 6.2, and the replacement passenger will be obliged to pay the full price.

8 PROMOTIONS

8.1 The Company at its absolute discretion can offer during the year some promotions which tariff is not published in the catalogue

9. FAILURE TO EXECUTE

9.1 If at any time prior to the departure the Organiser should announce the cancellation of the package covered by the agreement for any reason other than those attributable to the actions of the passenger, the Organiser will offer the passenger the right to make use of a replacement package, or reimbursement on the basis of the methods set out in the paragraphs which follow. The replacement package offered by the Organiser will be of an equivalent value to that of the package cancelled. If the Organiser is unable to offer a replacement package of an equivalent value, the passenger will have the right to the reimbursement of the difference.

9.2 If the Organiser should cancel the tourist package in accordance with the terms and effects of article 33 e) of D.Lgs.206/2005, it will repay the passenger double the amount that this latter has effectively paid out and which has effectively been received by the Organiser, with the exception of cases of unforeseen or uncontrollable circumstances, failure to obtain the minimum number of participants or refusal on the part of the passenger to accept the replacement package offered by the Organiser. The sum to be repaid will in no circumstances be greater than double the amounts owed by the passenger under the terms of article 6.2 on the date of repayment.

9.3. In the event of unforeseen or uncontrollable circumstances, failure to obtain the minimum number of participants or refusal on the part of the passenger to accept the replacement package offered by the Organiser, as referred to above, the passenger will have the right to the reimbursement of the sums already effectively paid out only.

10. OBLIGATIONS OF PASSENGERS
10.1 The passenger has to be in possession of a personal passport or other valid document for entry into all the countries in the itinerary, along with any residence visas or health certificates that might be required, in accordance with the nationality of the passenger. Unless otherwise specified, the information contained in the catalogues in this sense refers to passengers whose nationality is that of the country in which the catalogue is published.

10.2 The passenger will also conduct him or herself in such a way as not to interfere with the safety or disturb the peace and enjoyment of the cruise by the other passengers, and will act in accordance with the rules of normal prudence and diligence, follow all the instructions issued by the Organiser and comply with the administrative and legislative regulations relating to the voyage.

10.3 Passengers will not bring goods, live animals, weapons, munitions, explosives or inflammable, toxic or hazardous substances on board the vessel without the written consent of the Organiser.

10.4 The passenger will be responsible for all the damages that the Organiser might suffer as a result of failure to act in accordance with the obligations set out above. More specifically, the passenger will be responsible for all damage caused to the vessel or its furnishings and fittings, damage caused to other passengers and third parties, and all sanctions, fines and costs to which the Organiser is subjected due to the conduct of the passenger by the port, customs or health authorities or by any other authorities in any of the countries on the cruise itinerary.

10.5 The passenger will provide the Organiser with all the documents, information and other materials in his or her possession which might be necessary with a view to acting on his or her behalf, on the basis of the terms of the final paragraph of article 12 of these general conditions, with regard to third parties responsible for any damages suffered by the passenger, and will be responsible to the Organiser in the event of any prejudice caused to this right to act on his or her behalf.

10.6. The passenger will provide the Organiser with all the information necessary to enable this latter to comply with its security obligations, with particular reference to the terms of EC directive 98/41 and the ministerial decree of 13th October 1999. Data collection (included pictures) and relative processing will be effected complying with rules of EC Directive 95/46/CE and legislative decree no. 196 of June 30 2003.

11. POWERS OF THE CAPTAIN

11.1 The Captain of the ship is fully entitled to proceed without a pilot, to tow and assist other ships in any circumstance, to deviate from the plotted course, to put into any port, whether or not this is on the ship’s itinerary, and to transfer a passenger and his or her baggage to another ship with a view to continuing on the voyage.

11.2 The passenger is subject to the disciplinary powers of the Captain of the ship in relation to all matters regarding the safety of the vessel and its navigation. If in the opinion of the Captain a passenger is unable to undertake or continue on the voyage for any reason, or is a risk to the health and safety of the other passengers and crew, or to the safety of the vessel, or the conduct of the
passenger is such as to interfere with the enjoyment of the cruise by the other passengers, the
Captain will have the right, depending on the circumstances, to a) prevent the passenger concerned
from coming aboard the vessel, b) have the passenger disembark at an intermediate port, c)
prevent the passenger from disembarking at an intermediate port, d) deny the passenger access to
specific areas of the ship or prohibit him or her from taking part in specific activities on board.
Similar measures may be adopted of their own initiative and within the limits of their rights in law
or under the terms of the contract, by airlines or other service providers. The Organiser will take no
responsibility for any such measures that might be adopted.

11.3 The Organiser and the Captain of the ship will have the right to carry out any order or
directive issued by the governments or authorities of any state, or by parties acting or declaring
that they are acting on behalf of and with the consent of such governments or authorities or any
other parties with the right to issue such orders or directives, on the basis of the conditions of the
ship’s insurance cover against risk of war. No actions or omissions on the part of the Organiser or
Captain in relation to or as a consequence of such orders or directives will be regarded as
noncompliance with the contract. The disembarkation of the passengers and their baggage in
accordance with such orders or directives releases the Organiser of any responsibility for the
continuation of the voyage or the repatriation of the passengers.

12. PLEDGE AND RETENTION

The Organiser has the right to withhold the baggage and other property of the passenger and use
these as a pledge of credit for the payment of any additional sums due from the passenger for the
goods and services acquired on board.

13. ACCOMMODATION ON BOARD THE VESSEL OR IN HOTELS

13.1 The Organiser has the right to allocate the passenger to a cabin different from that agreed
upon, provided it belongs to the same category.

13.2 When included in the package and where no official classification of hotels exists, the hotel
accommodation will be allocated on the basis of reasonable equivalents to the classification system
in use in Italy.

14. ORGANISER’S RESPONSABILITIES

14.1 The Organiser is responsible for the damage caused to the passenger due to total or partial
failure to provide the services due under the terms of the contract, whether these are to be
provided by the Organiser in person or by third party service suppliers. The Organiser will not be
held responsible if the damage is due to the actions of the passenger (including any initiatives
taken by this latter during the execution of tourist services) or a third party not involved in the
supply of services under the terms of the agreement, unforeseen or uncontrollable circumstances
or any other circumstances that the Organiser could not have foreseen or been able to resolve with
the application of due professional diligence.
14.2 All exemptions from or limitations of responsibility, justifications or objections that could be invoked by the Organiser under the terms of this contract also extend to all the parties who are or could be regarded as the personnel of the Organiser, or acting as assistants, agents, subcontractors or consultants to the Organiser in any way or for any reason, as well as to the insurers of the Organiser.

14.3 The Organiser is not responsible to the passenger in the event of any noncompliance with the obligations of the Organiser on the part of the Travel Agency or any other intermediaries involved in the stipulation of the contract.

14.4 When the Organiser has paid compensation to a passenger, it takes over this latter’s rights and entitlement to take action against the liable third parties.

15. LIMITS OF COMPENSATION

15.1 The compensation due from the Organiser will in no circumstances be greater than the indemnities which apply and the limitations to these as laid down in the Italian and international regulations in force on the service whose failure to supply has brought about the damage, where applicable.

16. EXCURSIONS

16.1 The excursions are subject to the general contract conditions of the local operator supplying the services and the national regulations that apply.

16.2 The prices and itineraries of the excursions as published in the catalogue are provided merely as a guideline, and are subject to variations. The timing and itineraries of the excursions may be subject to alteration in accordance with outside circumstances, such as the weather conditions, strikes, transport delays and similar, and on the basis of the operating requirements of the service suppliers.

16.3 If an excursion is cancelled for technical reasons, due to unforeseen or uncontrollable circumstances or due to failure to obtain the minimum number of participants, Costa Crociere will reimburse the passengers to the extent that such reimbursement has been made available to the local operator.

16.4 Unless otherwise specified, the excursions will take place using vehicles which are not specifically equipped for disabled users, anyway, if required by passenger, Costa can provide proposal for excursion suitable for disabled people. Excursions for Guests affected by light disability (walk with difficulty) are duly marked. Anyway before purchasing such excursion Guests are suggested to get information through Web, catalogue or reservation about accessibility to the excursion.

16.5. Special conditions, requirements or regulations may apply to certain types of excursion, depending on the conditions that apply to the specific circumstances, such as the use of means of transport driven by the passengers themselves.
17. SHIP'S DOCTOR

17.1 The use of the services of the ship’s doctor is therefore voluntary, and any fees due will be payable by the passengers.

17.2 The decisions of the ship’s doctor as to whether or not a passenger is in a condition to embark on board the vessel and/or continue with the cruise are binding and not subject to appeal.

18. CUSTODY OF VALUABLES

A safety deposit box is made available to the passengers on board the ship. The Organiser will accept no responsibility for cash, documents, stocks, jewellery and other precious objects which are not kept in these safe deposit boxes.

19. OBLIGATION TO PROVIDE ASSISTANCE

The obligation on the part of the Organiser to provide assistance to passengers is limited to the diligent supply of the services as specified in the contract and the obligations imposed on it by the legislation in force.

20. CLAIMS AND CLAIM REPORTS

Any complaints regarding the organisation or running of the cruise have to be reported by the passenger in writing in the form of a claim at the time when these arise or, if this is not possible for any reason, within 10 days of the scheduled date of return to the starting point. The Organiser will examine all the claims presented promptly and in good faith, and will do everything possible to bring about a swift, fair, amicable settlement.

21. INSURANCE COVER FOR ASSISTANCE/MEDICAL AND BAGGAGE COSTS

21.1 Upon signing the booking agreement, the passenger may opt to make use of the insurance policy presented along with the application, by paying the full cost of the premium. If the passenger does not intend to make use of this policy, he or she will have to confirm to the Organiser that he or she has taken out a different policy to cover the same risks, upon the same conditions and with the same maximum sums insurable.

21.2 The insurance relationship is set up directly between the passenger and the insurance company, and all the obligations and duties regarding the insurance policy are therefore the exclusive responsibility of the passenger.

22. GUARANTEE FUND

A National Guarantee Fund has been set up at the Presidency of the Italian Council of Ministers which Passengers may access, according to article 51 of the Tourism Code in the event of insolvency or bankruptcy of the Organiser, to cover the following requirements: a) refund of the price paid; b) repatriation in case of travel abroad. The fund must also provide immediate liquidity.
in the event of a forced repatriation of tourists from non-EU countries due to emergencies, whether or not they are attributable to the Organiser. The procedures by which the Fund operates are established by a Prime Ministerial decree pursuant to article 51 no. 6 of the Tourism Code. Mandatory notification pursuant to article 17 of law 38/2006: “The law punishes offences related to child prostitution and pornography with imprisonment, even if they are committed abroad”.

INFORMATION REGARDING THE HANDLING OF PERSONAL DATA

Pursuant to Section 13, Legislative Decree No. 196 of 30 June 2003 - Privacy Code (hereinafter the “Code”), Costa Cruises informs you that the personal data (hereinafter the “Data”) provided by you during the purchase of the holiday package, or otherwise obtained as a result or on the occasion of your cruise, will be processed in accordance with the said Code. Your data will be handled on paper or electronically in such a way as to guarantee their integrity and confidentiality, by adopting the most advanced security tools, for the following purposes: a) establishment, management and implementation of contractual relations between you and Costa Cruises; b) purposes connected with the fulfilment of any legal obligations, regulations, national and EU laws, or arising from directions issued by authorities that are entitled to do this by law; c) anonymous processing of statistics and market research in order to determine customer profiles. Your data may be communicated, exclusively for the above purposes, to the following categories:

• companies belonging to the same group of companies as Costa Cruises;
• individuals, companies, associations or professional firms providing services or assistance and advice to Costa Cruises;
• persons whose entitlement to access the data is recognised by legal provisions or secondary legislation or by directions issued by authorities entitled to do this by law, including the port authorities of the places of disembarkation.

The data may also be known to internal personnel, acting as data processors and/or data processing managers, and to external parties, appointed as data processing managers, instructed to perform specific processing operations by Costa Cruises.

For the same purposes, the data may be transferred overseas to third companies, either within or outside the European Union. The supply of data is required for the performance of the contract. The data you supply may also contain data defined as “sensitive” by the Code. Any such data may only be handled with your written consent, in the absence of which Costa Cruises will not be able to fulfil its contractual obligations. Furthermore, with your consent, Costa Cruises may: c) send you information, advertising and/or promotional material, discounts, incentives, invitations, entries to prize competitions, by post, email, mobile phone, text message, fax and landline telephone; d) carry out profiling activities (analysis of consumer choices in order to devise general or individualized marketing strategies); e) forward your data to Costa Cruises Group companies and commercial partners of Costa Cruises for them to send you information and advertising material. We also inform you that, by submitting a request to Costa Cruises, you may exercise the rights stated in Section 7 of the Code, which grant specific rights to the person concerned. These include the right to obtain from the Data Controller a confirmation of the existence of your personal data; to be informed of the origin of the data and of the logic and purpose of the processing; to obtain the deletion, transformation into anonymous form or blocking of any data processed in violation of the law; to have the data updated, corrected or, if appropriate, supplemented; to object to the
processing, for legitimate reasons; to object to the data being used for commercial, advertising or marketing information. The Data Controller is Costa Cruises S.p.A., with registered office at Piazza Piccapietra 48, Genoa, Italy. A full and up-to-date list of the Data Managers is available from the registered office of Costa Cruises.

23. JURISDICTION

Any dispute that may arise pursuant to this present contract shall fall exclusively under the jurisdiction of the Law Court of Genoa. This Insurance Contract is governed by Italian Law and by the provisions of these General Conditions, as well as the Specific and Special Conditions of the Policy which constitute a single unit forming the basis for the insurance, which covers only the risks specified in said Policy. All litigation arising from the execution and interpretation of this Contract shall be subject to the jurisdiction of Italian Court.