TERMS AND CONDITIONS FOR TRAVEL

Dear guests, please read the following travel conditions carefully. In case of a reservation, these travel terms and conditions shall constitute the Travel Contract to the degree they are applicable. Furthermore, the transportation regulations of the responsible airline shall apply for air travel services; for regularly scheduled flights with international airlines, the general terms and conditions for transportation which can be obtained from your travel agency or on the Internet, shall also apply.

1 Registration and conclusion of the Travel Contract

- 1.1 With the booking (travel reservation), the customer authorizes AIDA Cruises to conclude a binding Travel Contract. This can take place in writing, verbally, over the phone, or electronically (email, Internet). The basis of this offer is the voyage marketing material with all information included therein, in particular also concerning offered air travel services as well as these Terms and Conditions for Travel.
 1.2 The contract will exclusively be concluded with the written reservation confir-
- 1.2 The contract will exclusively be concluded with the written reservation confirmation or invoicing through AIDA Cruises. The electronic confirmation that the booking was received or a booking form that was potentially signed at the travel agency's office do not constitute an acceptance of the Travel Contract. If the trip request is not accepted, AIDA Cruises is not obligated to explicitly declare the non-acceptance towards the customer and/or provide reasons for the non-acceptance.
- **1.3** The customer is liable for all contractual obligations of co-travelers for whom he/she makes the reservation just as for his own if said customer has accepted this obligation through an explicit and separate declaration.
- 1.4 If the content of the reservation confirmation deviates from the content of the booking, AIDA Cruises shall be bound to this new offer for 10 days. The Travel Contract becomes effective based on the new offer if the customer accepts the offer within this time period through an explicit declaration, deposit, payment of the final balance, or by commencing travel.

2 Payments

- **2.1** Upon conclusion of the agreement (receipt of the reservation confirmation) and the receipt of the refund security certificate pursuant to Art. 651 k BGB (German Civil Code), the following deposit shall become due:
- For booking AIDA PREMIUM 20%
- \bullet For booking AIDA VARIO 35 %
- For booking JUST AIDA 50 %

- The full premium for an insurance policy brokered via AIDA Cruises shall become due at the same time as the deposit.
- **2.2** The final payment shall become due no later than 6 weeks prior to the start of the voyage if the refund security certificate has been issued.
- **2.3** For reservations within 6 weeks prior to the start of the voyage, the full trip price becomes due immediately if the refund security certificate has been issued.
- **2.4** The refund security certificate is printed on the back of the booking confirmation or on the back of the neutral Amadeus $TOMA^{\oplus}$ booking form.
- 2.5 Upon full payment of the voyage, the customer will receive the travel documents without delay, however, no earlier than 3 weeks prior to the start of the voyage. If the customer does not fulfill his payment obligations on time, AIDA Cruises reserves the right to withdraw from the Travel Contract after an unsuccessful payment reminder and to charge the cancellation fees agreed-upon under Clause 7. In addition, AIDA Cruises is entitled to charge a payment reminder flat fee of €10 and to pass any additional costs caused by the non-payment (e.g. bank fees) on to the customer. AIDA Cruises has this right not only in conjunction with the payment of the trip price but also for any payment obligations the customer has toward AIDA Cruises. The customer shall retain the right to provide proof that costs did not arise or that they were significantly lower.
- 2.6 Payment of the trip price must be made to exclusively to AIDA Cruises by the due date indicated on the invoice and can be carried out optionally via direct deposit, immediate funds transfer, or via credit card (e.g. MasterCard and Visa). AIDA Cruises reserves the right to change the accepted form of payment at any time going forward. Unless explicitly agreed to otherwise with AIDA Cruises, payments to brokering travel agencies shall not present a relief of the payment obligation. After the payment has been processed, the utilized form of payment can no longer be changed. If the customer requests a refund of a payment which was already paid in advance prior to the due date of the respective liability and if this is not due to a respective reservation change, AIDA Cruises reserves the right to charge an appropriate processing fee for this transaction.
- **2.7** Depending on the form of payment selected by the customer, AIDA Cruises reserves the right to charge a transaction fee at the time of payment (e.g. the trip price, the closing of the shipboard account, or excursion reservations). The guest will be informed in a timely fashion about the amount of the transaction fee before the payment is processed.



3 Services

- 3.1 The service obligation of AIDA Cruises is based exclusively on the content of the booking confirmation in conjunction with the brochure or the trip description applicable for the time of the voyage in consideration of all information and explanations contained therein. Side agreements or other agreements (e.g. special requests) which change the scope of the contractual services require written confirmation from AIDA Cruises. In case of inconsistencies, the booking confirmation shall take precedence. AIDA Cruises reserves the right to charge an additional service charge for certain services on board. Any border fees are not included in the trip price. Such shall be paid directly by the customer at the respective location. Additional costs (e.g. for additional provisions on board), which occur due to a quarantine for which AIDA Cruises is not responsible, shall be paid for or reimbursed by the quest.
- **3.2** Service providers (e.g. airlines, hotels) and travel agencies are not authorized by AIDA Cruises to give assurances or issue agreements which go beyond the information in brochures or in the trip descriptions or the reservation confirmation from AIDA Cruises or which are in opposition thereto or which change the confirmed content of the Travel Contract.
- **3.3** Local brochures as well as brochures of service providers (e.g. hotels, local agencies) are not part of the Travel Contract and are therefore not binding for the contractual services to be provided by AIDA Cruises to the extent that they have not been explicitly made part of the agreement between the parties with respect to the content of the contractual services of AIDA Cruises.

4 Service changes

- 4.1 The offers and information about the contractual travel services in the brochure correspond with the status as per press date. However, until the reservation request of the customer is transmitted, AIDA Cruises explicitly reserves the right to make changes to the services for factual reasons. Of course, AIDA Cruises will inform the customer about these changes prior to concluding the contract.
- 4.2 Changes in essential travel services deviating from the agreed-upon content of the Travel Contract, which become necessary after concluding the contract and which were not caused by AIDA Cruises against the principle of good faith, shall be permitted to the extent that said changes are not significant and do not impact the overall design of the trip. This shall apply in particular for changes related to travel and port times and/or the routes (especially also for safety or weather-related reasons) which are exclusively decided upon by the captain responsible for the ship.
 4.3 Potential warranty claims shall remain unaffected to the extent that the changed services are defective. AIDA Cruises shall be obligated to immediately inform the customer about deviations in services. In the event of significant changes to the travel services from the agreed-upon content of the Travel Contract prior to the start of the voyage, the customer shall be entitled to withdraw from the contract.

5 Prices and price changes

- **5.1** The prices indicated in the brochure shall be binding for AIDA Cruises. However, AIDA Cruises explicitly reserves the right to change the trip price prior to the conclusion of the contract, in particular for the following reasons, which, of course, AIDA Cruises shall disclose to the customer prior to the reservation: A respective adjustment of the trip price advertised in the brochure is permitted in case of an increase in transportation costs, the fees for certain services such as port and airport fees, or a change in the exchange rate that applies for the respective voyage. A price adjustment is also permitted if the voyage requested by the customer and described in the brochure is only available through the purchase of additional travel services (contingents) after the publication of the brochure.
- **5.2** The respective season price for each voyage according to the season table usually applies for the voyages of AIDA Cruises if no exception is indicated.
- **5.3** The deciding factor for all discounts that are based on the age of the customer shall be the age at the time the trip starts.
- **5.4** AIDA Cruises reserves the right to change the price agreed upon in the Travel Contract in the event of a subsequent increase in transportation costs or fees for certain services such as port and airport fees, or a change in the exchange rate applicable for the respective voyage and to do so in the following manner:
- a) If the transportation costs that apply at the time of the Travel Contract conclusion increase (in particular air transportation costs with kerosene surcharges and fuel costs of the ships), AIDA Cruises may increase the trip price using the following calculation:

- For an increase related to the individual seat, AIDA Cruises may demand the amount of the increase from the customer.
- Otherwise, the additional transportation costs per means of transportation charged by the transportation service provider will be divided by the number of seats of the agreed-upon means of transportation. AIDA Cruises may then request the resulting calculated increased amount for the individual seat from the customer.
- b) If the fees applicable at the time of the Travel Contract conclusion, such as port or airport fees, are increased for AIDA Cruises, the trip price may be increased to the extent by which the voyage expense respectively increased for AIDA Cruises.
- c) In the event that the exchange rate changes after the Travel Contract is concluded, the trip price may be increased to the extent by which the voyage expense respectively increased for AIDA Cruises.
- **5.5** An increase pursuant to 5.4 a) through c) is only permissible if more than 4 months have passed between the conclusion of the contract and the agreed-upon travel dates and if the circumstances leading to the increase did not arise prior to the conclusion of the contract and were unforeseeable for AIDA Cruises at the time of the contract conclusion.
- **5.6** In the event of a subsequent change in trip price, AIDA Cruises must inform the customer immediately upon learning of the reason for this change. Price increases are only permissible if received by the customer by the 21st day prior to the start of the voyage. In case of price increases of more than 5%, the customer shall be entitled to withdraw from the Travel Contract without fees or to demand the option of participating in a voyage that is at least equal in value, if AIDA Cruises is able to offer such a voyage to the customer from its range of voyage options without surcharge. The customer must exercise the aforementioned rights towards AIDA Cruises immediately upon receiving notification about the price increase.

6 Withdrawal and cancellation by AIDA Cruises

6.1

- a) If an advertised minimum number of participants that was explicitly stated in the corresponding service or voyage description or other documents that have become part of the contract, is not reached, AIDA Cruises shall be entitled to withdraw from the respective travel service or voyage up to the 43rd day prior to the start of the voyage. The notification that the minimum number of participants has not been reached and the subsequent withdrawal from the travel service or voyage must have been received by the customer by the 43rd day prior to the contractually agreed-upon start of the trip. If the travel service or the trip is not carried out for this reason, the customer shall receive a payment refund for this travel service or the voyage if this involves the cancellation of the voyage. If the minimum number of participants is not reached, AIDA Cruises shall be entitled to change the transfer or partial sections of the transfer to a train or a van in lieu of the bus travel service.
- **b)** In the event that it is already foreseeable at an earlier point in time that the minimum number of participants will not be reached, the tour operator must immediately exercise its right to withdrawal.
- **6.2** If the mental or physical state of a customer does not allow a voyage or continuation of the voyage, because it renders the customer unable to travel or presents a danger to the customer himself or another person on board, transportation may be refused and the customer's vacation can be terminated at any point. AIDA Cruises shall not be responsible for any potentially arising additional costs. The same shall apply if a mental or physical disability requires special assistance for the guest that exceeds the contractually agreed-upon services of AIDA Cruises and the customer does not have a travel companion along on the trip who can provide this assistance. If in doubt, we recommend explicitly inquiring about such matters when making the
- **6.3** AIDA Cruises shall be entitled to terminate the Travel Contract if the customer brings weapons, ammunition, explosives, or flammable materials or similar on board, and also if the customer takes illegal drugs or brings illegal drugs on board or is engaged in criminal activities. A legitimate reason for cancellation shall also apply in the event that a customer attempts to engage in the aforementioned activities.
- **6.4** The customer must absolutely comply with and follow the onboard ship rules.
- **6.5** The captain is responsible for the ship and crew. He has the exclusive authority to make decisions with respect to the nautical management of ship, the assurance of safety, and compliance with onboard rules and he is entitled to ask the customer to leave the ship without compensation.



7 Withdrawal by the customer/change of reservation

7.1 The customer may withdraw from the voyage at any time prior to the start of the trip. The receipt of the cancellation notice by AIDA Cruises shall be the deciding factor. The customer is strongly advised to provide the cancellation statement in writing for his own benefit and for the sake of being able to provide respective evidence.

7.2 In the event of any cancellation by the customer, AIDA Cruises shall be entitled to charge the following flat fee compensation while taking customarily saved expenses and customarily potential other use of the travel services into account – this shall apply in each case per person and in terms of their respective trip price:

	AIDA PREMIUM	AIDA VARIO	JUST AIDA
By the 60th day* (min. €50 p.p.)	20 %	35 %	50 %
From the 59th to the 30th day*	25 %	35 %	50 %
From the 29th to the 22nd day*	35 %	35 %	50 %
From the 21st to the 15th day*	60 %	60 %	60 %
From the 14th day*	80 %	80 %	80 %
No-show, cancellation on the first day of the voyage and in case of subsequent cancellation	95 %	95 %	95 %

^{*} prior to the start of the voyage

Fees for the travel insurances brokered via AIDA Cruises shall be payable in full in addition to the flat fee compensation. In case of a reservation with regularly scheduled flights, the following additional flat fee compensation shall apply for the arrival and departure package (in each case per person and related to the price of the arrival and departure package):

From the 59th to the 30th day prior to the start of the trip	50 %
Starting on the 29th day prior to the start of the trip	80 %
In case of no-show, cancellation on the first day of the trip and in case of subsequent cancellation	95 %

The receipt of the cancellation notice by AIDA Cruises during the business hours of the AIDA Customer Center shall be the deciding factor. In case of partial cancellation of one traveler in a stateroom, AIDA Cruises shall be entitled to receive a flat fee compensation that is 80 % of the AIDA PREMIUM and AIDA VARIO rates, a flat fee compensation that is 95 % of the JUST AIDA rate, but at least a processing fee in the amount of €50. In addition, in case of a partial cancellation of a traveler in a stateroom with a booked triple or quadruple occupancy, AIDA Cruises reserves the right to change the stateroom assignment. It is not possible to cancel the partial service of air and bus (arrival and departure package). The aforementioned cancellation flat fee shall not apply for arrival/departure packages for the Flexflug rate which includes current scheduled flights that are not advertised in the catalog. In the event that such an arrival and departure package is canceled, the cancellation fees shall apply at 100 % of the price for said package.

7.3 The customer shall have the right to prove that AIDA Cruises experienced no damage or significantly lower damages. Apart from the aforementioned flat fees, AIDA Cruises shall have the right to demand higher compensation which shall be specifically calculated. In this case, AIDA Cruises shall be obligated to list the damage in detail and to provide respective documentation.

7.4 The customer shall have no right to change travel services after the conclusion of the contract, for example, as it relates to the travel date, the departure airport or travel destination, the accommodation or type of meals, the stateroom, or transportation type (reservation changes). However, for reservation changes which are carried out at the request of the customer while maintaining the overall design of the trip (in particular if the travel length is maintained), the following costs will be charged by AIDA Cruises up to 60 days prior to the start of the trip:

- For reservation changes within AIDA PREMIUM none
- For reservation changes within AIDA VARIO or reservation changes from AIDA PREMIUM or JUST AIDA to AIDA VARIO, €150 per person for the first and second person in the stateroom
- For reservation changes within JUST AIDA or reservation changes from AIDA PREMIUM or JUST VARIO to JUST AIDA, €300 per person for the first and second person in the stateroom

A change in travel date can only be carried out once - if at all. An additional change of the travel date as well as reservation change requests that are received by AIDA Cruises later than 60 days prior to the start of the voyage can only be carried out after the withdrawal of the customer from the Travel Contract at the aforementioned conditions and with a simultaneous new reservation, if said additional change or reservation change requests are even possible at all. This shall not apply for reservation change requests which only result in minor costs. A €50 processing fee per person will be charged for changing travel participants (name change/substituting people), except for regularly scheduled flights between five weeks and four days prior to departure. In this case, a reconfirmation by AIDA Cruises will be necessary and potentially arising costs (up to €300 per person) will be charged to the reservation. In case of a reservation change in departure airport, the prices for the new flight and conditions of the original booking day shall apply; if the new flight comes from a subsequently purchased additional contingent, the specified price for this contingent shall apply instead. Changing the reservation to a rate of another brand is not possible.

7.5 Processing, cancellation, and reservation change fees must be paid immediately.

8 Warranty, cancellation of the customer

8.1 If the voyage is not provided in accordance with the contract, the customer may demand remedial action. The customer shall be obligated to immediately report any

potential trip defects to the trip management appointed by AIDA Cruises and to demand remedial action. If the customer neglects to do so at the customer's own account, the trip price will not be reduced.

- **8.2** Any lost or damaged luggage must be immediately reported to the transportation company. In case of lost luggage, the damage claim must be filed with the responsible transportation company within seven days, or respectively within 21 days upon delivery in case of a delivery delay. In addition, lost, damaged, or misrouted luggage must be reported to the travel management of AIDA Cruises. If an incident remains unreported the traveler risks losing the right to claim damages.
- **8.3** If a customer wants to terminate the Travel Contract due to a travel defect named in Article 651 c BGB (German Civil Code) pursuant to Article 651 e BGB or for an important reason discernible by AIDA Cruises due to unacceptable circumstances, the customer must first give AIDA Cruises an appropriate grace period for remedial action. This shall only not apply if remedial action is impossible or is refused by AIDA Cruises or if the immediate cancellation of the contract is justified due to a special interest of the customer which is discernible by AIDA Cruises.

8.4

- a) All claims in conjunction with the Travel Contract or the services provided by AIDA Cruises, regardless of the individual legal grounds, with the exception of damage claims due to illegal action, must be claimed by the customer with respect to AIDA Cruises in all instances within one month after the contractually intended return travel date. This term shall also apply for reporting luggage damage or delivery delays for luggage in conjunction with flights in accordance with Clause 8.2, if warranty rights can be asserted under Articles 651 c Para. 3, 651 d, 651 e Para. 3 and 4 BGB.
 b) The claim assertion within the required time frame must only take place towards AIDA Cruises at the address stated on page 128. A written assertion is strongly recommended.
- c) The aforementioned regulations shall not affect the legal stipulations concerning a missed deadline without fault of the customer as well as the regulations concerning the suspension of the statute of limitations.

9 Liability/limitation of liability

9.1 The contractual liability of AIDA Cruises for damages that do not involve bodily injury (including the liability for the violation of pre-, auxiliary, or post-contractual obligations) shall be limited to triple the amount of the trip price, to the extent that a) the damage to the customer by AIDA Cruises was neither caused by intent nor negligence

-or-

- **b)** AIDA Cruises is responsible for the damage suffered by the customer only due to fault of a service provider.
- 9.2 For all damage claims directed against AIDA Cruises due to illegal action, which are not based on intent or gross negligence, the liability for material damage shall be limited to triple the amount of the trip price. These maximum liability amounts shall apply per customer and voyage. Any claims that potentially exceed these amounts in conjunction with luggage covered by the Convention of Montreal shall remain unaffected by this limitation.
- 9.3 Transportation at sea is subject to the liability ordinance of the Athens Convention from 1974 and the Protocol of 2002 as well as the IMO Reservation and Guidelines for the Implementation of the Athens Convention, which were implemented in the European Communities through Regulation (EC) No. 392/2009. The regulation of this paragraph thus shall only not apply if the regulations under Clause 9.1 lead to a lower claim assertion on behalf of AIDA Cruises. In conjunction with the liability ordinance for transportation at sea, AIDA Cruises points out the following items that must be taken into consideration:
- a) Independent from the existence of a damage claim, AIDA Cruises shall pay an appropriate advance payment per person and incident in case of death and bodily injury due to a maritime event within 15 days after determination of the beneficiary, in case of death a minimum of €21,000. This advance payment shall not constitute any acknowledgment of any claim whatsoever. The advance payment may be offset with potentially payable damage claim payments. It must be paid back to AIDA Cruises if the recipient of the advance payment was not entitled to receive damage claims (see Art. 6 Para. 2 of Regulation (EC) No. 392/2009).
- **b)** The liability of AIDA Cruises for the loss and damage of luggage, mobility aids, and other special equipment, which are used by the customer and/or co-travelers

with limited mobility, is excluded if the customer and/or co-traveler does not report the damage to AIDA Cruises, in case of a visible damage at least at the time of the disembarkation or in case of non-visible damage at least 15 days after the disembarkation. A written report is not required if the damage is jointly determined by the parties within the grace period.

- c) AIDA Cruises is not liable for the loss or damage of valuables (e.g. money, important documents, negotiable securities, precious metals, jewels, jewelry, works of art, photo equipment, film equipment, portable video systems, and mobile devices such as for example laptops or tablet PCs each with accessories, etc.), unless it was deposited during the transport for secure safekeeping, e.g. for storage in the safe.
- **9.4** Valuables in the aforementioned sense, must be securely stored in the carry-on luggage in the care of the traveler when traveling on the day of arrival/departure. AIDA is expressly not liable for loss or damage of valuables, which are brought in checked luggage when traveling on the day of arrival/departure.
- **9.5** AIDA Cruises is not liable for service disruptions, personal injury and/or property damage in conjunction with services which are merely brokered as third-party services (e.g. excursions, sporting events, theater visits and exhibits), and which are explicitly marked as third-party services in the trip description.
- **9.6** A potential air transport as part of the travel package is subject to the Montreal Convention of 1999, in the version amended by Regulation (EC) No. 889/2002.
- 9.7 The travel management on board the ships of AIDA Cruises, travel agent and/or other service providers are not entitled to recognize any customer claims towards AIDA Cruises
- **9.8** AIDA Cruises recommends that the customer purchase a travel accident and luggage insurance for the customer's own benefit.

10 Medical assistance on board

The ships feature a fully equipped modern hospital located on Deck 3. Ship's doctors and trained nurses are available to provide medical assistance. Consultation hours are posted on board. Guests who are under the care of a physician or have special concerns are asked to inform the ship's doctor at the beginning of the voyage. Please note that the services of the ship's doctor are not an integral part of the Travel Contract and that the ship's doctor is not subject to the instructions of AIDA with respect to medical decisions. A comprehensive treatment of illnesses on board is only possible to a limited extent. Should you suffer from a chronic or serious illness, please contact AIDA Cruises before booking in order to coordinate the participation in an AIDA Cruise and the constraints of the framework conditions. Patient treatment is provided for payment (final billing at the end of the voyage via your shipboard account; billing through a health insurance card or travel insurance certificate is not possible). At the end of the voyage you will receive a detailed hospital invoice delivered to your stateroom which you can submit for reimbursement with your international health insurance provider. We therefore strongly recommend purchasing an international health insurance policy. In case of emergencies, the patient may be asked to disembark in the next port. The costs associated with the disembarkation and the treatments must be



covered by the patient. To the degree as such is available, AIDA Cruises will provide an escort through an agency in case a disembarkation is necessary due to medical reasons. Please contact the ship's hospital for the disposal of medical waste (insulin syringes, etc.). If you require special medication, please bring sufficient quantities with you in your carry-on luggage. However, in this context please take note of the EU Directive for carrying liquids in carry-on luggage as well as applicable import or customs limitations of the destination.

11 Limitations for pregnant women and babies

Transporting pregnant women, who are at or beyond the 24th week of their pregnancy, as well as babies under 6 months is not possible for safety reasons and due to the limited medical assistance on board the ships of AIDA Cruises. Please note that the minimum age of babies on all itineraries which include 3 or more consecutive days at sea is 12 months.

12 Passport, visa, and health regulations

- **12.1** The customer must comply with all laws, regulations, ordinances, and travel regulations (provisions) of the countries and ports involved in the voyage, as well as all rules and instructions of AIDA Cruises and third parties commissioned by AIDA Cruises.
- 12.2 AIDA Cruises will inform German citizens about regulations of passport, visa, and health stipulations prior to the conclusion of the contract as well as about their potential changes prior to the start of the voyage. Citizens of other countries can obtain the respective information from their embassy. In this context it will be assumed that there are no special circumstances that apply with respect to the person of the traveler and potential co-travelers (e.g. dual citizenship, statelessness, prior passport entries, refugee ID card, etc.).
- 12.3 The customer is responsible for obtaining and carrying the officially required travel documents, potentially necessary vaccinations as well as for complying with customs and currency stipulations. Any potentially arising costs in this context must be borne solely by the customer. All disadvantages which may result due to noncompliance with these regulations, e.g. the payment of cancellation costs, penalties, fees, and other expenses or also additionally arising travel expenses shall be the responsibility of the customer. This shall not apply if AIDA Cruises provided incorrect information. The customer is obligated to immediately reimburse any monetary funds which AIDA Cruises had to pay in this context or had to deposit.
- 12.4 The customer must provide AIDA Cruises with all personal data necessary for the respective voyage (manifest data) no later than 6 weeks prior to the start of the voyage and must ensure that the stated manifest data corresponds with the data in the travel documents (e.g. passport and ID card). In case of a reservation 6 weeks or less prior to the start of the voyage, the manifest data must be provided immediately.

 12.5 AIDA Cruises is not liable for the timely issuance or access to necessary visa or other travel documents through the respectively responsible authority (e.g. diplomatic representation), if the customer has commissioned AIDA Cruises with obtaining such documentation, unless AIDA Cruises is at fault and has violated its own obligations in this instance.
- 12.6 In case of a violation or non-compliance of passport, visa, health, or other entry regulations, in particular also if the manifest data has not been provided in a timely manner in accordance with the previous Clause 12.4, AIDA Cruises is entitled to refuse to transport the customer and to demand the respective cancellation fees in accordance with Clause 7.2 of these Terms and Conditions for Travel. In this case, the customer has the right to prove that AIDA Cruises did not incur a damage or not in the claimed amount.
- **12.7** If the customer must pay entry fees or similar fees to enter a country that is involved in the voyage or if travel documents that are subject to a fee (e.g. visa) are required for which AIDA Cruises has assumed the responsibility of obtaining such documents, AIDA Cruises shall be entitled to pass respectively arising and prepaid expenses on to the customer.

13 Data protection

Personal data that was provided as part of the reservation (e.g. name, address, telephone number, etc.) is saved, processed, and utilized for the processing of the voyage, for customer service, and market research or for the fulfillment of statutory regulations. In addition, the data may be used for mailing current information and

offers. If a customer does not wish to receive this information, the request needs to be addressed to: AIDA Cruises, Betrieblicher Datenschutzbeauftragter, Am Strande 3 d, 18055 Rostock.

14 Obligation to provide information about the identity of the responsible airline

According to EU Directive, AIDA Cruises is obligated to let the customer know which airline will most likely provide the respective air transportation. As soon as AIDA Cruises knows for certain, which airline this will be, AIDA Cruises is obligated to relay this information to the customer. The customer must be informed of any subsequent changes. The "Black List" can be accessed on the following Internet page: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm

15 Statute of limitations, prohibition of assignment, jurisdiction

- **15.1** Claims of the customer/travelers pursuant to articles 651 c through f BGB resulting from injury to life, body or health, caused by intentional or grossly negligent violation of the obligation by the tour operator or a legal representative or agent of the tour operator, become subject to the statutes of limitation after two years. This also applies for claims of reimbursement for other damages, which are the result of an intentional or grossly negligent violation of the obligation by the tour operator or a legal representative or agent of the tour operator.
- **15.2** All of the claims pursuant to the articles 651 c through f BBG become subject to the statutes of limitation after one year.
- **15.3** The statute of limitations pursuant to Clause 15.1 and 15.2 starts with the day following the contractual end of the voyage. If the last day of the term falls on a Sunday, a generally accepted federal holiday at the location of the declaration, or a Saturday, the next business day shall then take its place.
- **15.4** If there are pending negotiations between the customer and the tour operator regarding the claim or the circumstances upon which the claim is based, the statute of limitations shall be suspended until the day on which AIDA Cruises rejects the claims in writing.
- **15.5** An assignment of any claims by the customer to third parties, even spouses, shall be excluded regardless of the legal reasons. Likewise, the legal assertion of the previously identified claims of customers through third parties in their own name is not permissible.
- **15.6** The customer may only file a lawsuit against AIDA Cruises at the location of their German branch office in Rostock.
- **15.7** The contractual relationship between the traveler and AIDA Cruises as the tour operator shall exclusively be subject to German law.
- **15.8** For legal claims asserted by AIDA Cruises against the customer, the residence of the customer shall be the deciding factor, unless the legal claim is directed against general merchants, legal persons under public or private law, or persons with their residence or usual place of residence outside the European Union member states or whose residence or usual place of residence was not known at the time when the legal complaint was filed. In this case, the location of the German branch office of AIDA Cruises, Rostock, shall be the deciding factor.
- **15.9** The ineffectiveness of individual provisions of the Travel Contract and/or the Terms and Conditions for Travel will not result in the invalidity of the entire Travel Contract or the Terms and Conditions for Travel.
- **15.10** These Terms and Conditions for Travel and all information in the AIDA International Edition 2014/2015 correspond with the status on February 2013. They shall apply for all voyages with AIDA Cruises as published in the AIDA International Edition 2014/2015 and replace any earlier versions or editions related to this catalog.