

# GENERAL TERMS AND CONDITIONS

## 1. YOUR CONTRACT PARTNER

1.1 The parties to the travel contract shall be the organiser and the passenger, acting for himself and/or third parties. Any third parties thus benefiting shall be the fellow passengers, hereinafter known as passengers. The General terms and conditions set out below shall form the basis of the package travel contract and shall set out the content of the contract to be concluded between the passenger, acting as the applicant, and Inter-Connect GmbH, legally represented by Managing Director Regina Weimann based in 80636 München, Arnulfstrasse 31, Germany, registered at Munich Local Court under: HRB 90362, phone: +49 (0)89 517030 (hereinafter referred to as ICO) for the completion of cruises and also with effect for the fellow passengers. ICO shall be an organiser in this respect in the sense of Sect. 651a of the German Civil Code [BGB]. ICO may also act as a retailer in individual cases, which requires clear, unmistakable regulation.

1.2 Services provided by other operators for which ICO acts as an agent without being party to the contract, shall be regulated by their contractual and General terms and conditions.

## 2. NON-BINDING RESERVATION (OPTION BOOKING) AND CONTRACT FOR A CRUISE

2.1 On its website [www.princesscruises.fr](http://www.princesscruises.fr), ICO provides the passenger with an opportunity to indicate a non-binding interest in booking a cruise before completing a binding booking and, on the basis of the description of the cruise and if possible on the basis of the booking status at the time of registering an interest, to select his cabins of choice (option booking). The provision of the option booking facility shall not constitute an offer from ICO to conclude a package travel contract nor an acceptance of an offer by the passenger. If the cruise is not sold out at the time of the option booking and if the cabins of choice are available, ICO shall reserve the cabins for a period of generally three calendar days including the day of the option booking after receiving the indication of interest from the passenger. After receiving the option booking, the passenger shall receive a reservation confirmation by email showing the reservation period.

2.2 By registering for a cruise, the passenger makes ICO a binding offer to conclude a travel contract. The booking shall also be made for all the passengers named in the booking. The booking, the offer to conclude a contract, may be made in writing or electronically (email, internet). In the event of an advance option booking as described in sect. 2.1, the booking takes place in the form of written confirmation of the option booking by the passenger himself or by a travel agency engaged by the passenger. The confirmation must be made during normal ICO's business hours (Mon-Fri, 9 am to 6 pm).

2.3 The package travel contract shall exclusively come into force on receipt of the written travel confirmation/invoice from ICO by the passenger or the travel agency engaged by him with effect for all the fellow passengers named in the booking and on the basis of the description set out in the travel catalogue/travel description in force at the time of the package and these General terms and conditions which the passenger hereby accepts both for himself and all the fellow passengers named by him. The passenger making the booking must take responsibility for all the contract duties of his fellow passengers and for his own. In the event of its not accepting the travel enquiry, ICO shall not be obliged to expressly declare its non-acceptance and/or to give reasons for its non-acceptance.

2.4 If the content of the travel confirmation differs from the booking, this travel confirmation shall be regarded as a new offering to which ICO shall be bound for a period of 10 calendar days. The travel contract shall be concluded on the basis of this new offering if the passenger expressly or logically indicates his acceptance within the binding period (for example by making payment or paying a deposit on the cost of the package or starting the package). The passenger must be made aware of the difference. The prices quoted in the catalogue are guide prices for a cabin occupied by two people.

2.5 Details of any disability must be provided in the booking for any disabled fellow passengers. If a fellow passenger is pregnant at the start of the package, the passenger must notify ICO of this in the booking and, up to the 23rd week of pregnancy, provide an up-to-date clearance certificate from a doctor and also bring it to the check-in. Fellow passengers who reach the 24th week of their pregnancy at the start of the package or during the package will be unable to travel. ICO reserves the right to refuse bookings if, in the view of ICO's medical adviser, the passenger or fellow passenger is not in a suitable physical or health condition for the package.

2.6 Depending on availability, guaranteed cabins may be available on selected cruises. The passengers book the cruise at a fixed price for the selected category without a cabin number. The guaranteed cabin ensures that the passengers will at least be accommodated in the booked category, or if this is no longer available, they will be accommodated in

a higher category. The passengers will be given the cabin number at the earliest on receipt of the travel documents, but at the latest during embarkation. Special wishes relating to the properties and position of the cabin or changes to the cabin number cannot be accepted.

## 3. SCOPE OF SERVICES

3.1 The travel services are set out in the description for the travel catalogue in the appropriate travel period and in the details on the travel confirmation which refer to this with the provision of all the information and notes contained therein. The services provided by the organiser shall consist of transporting and accommodating the fellow passengers in the booked cabin on the cruise ship, full board during the cruise and port fees, all based on the travel description in the catalogue in addition to all the information and notes contained therein and the details in the travel confirmation which refer to this. Sideagreements or other different agreements which change the package of contract services must be confirmed in writing by ICO.

3.2 The offers and details relating to the contract travel services in the catalogue are correct at the time of going to press and are generally binding for the organiser unless they have become the basis for the package travel contract. However, changes to the services are possible before the booking request by the passenger is received and ICO expressly reserves the right to make such changes. ICO shall naturally notify the passenger about these changes before the contract is concluded in the option booking or by other suitable means.

3.3 The package in particular does not include flights or other feeder services from the passengers' home to the port of embarkation and back from the port of disembarkation, or hotel bookings before or after the cruise unless the services are part of the contract service described in the brochure/catalogue and have been confirmed. If the services are not part of the catalogue offering, the passenger may compile such services to suit his requirements. They shall be confirmed by ICO as additional services and shall therefore become part of the package travel contract. If this results in special provisions for the passenger, he must be notified of this if the general terms and conditions of other service providers must be included. Arrival packages can also be provided on request. The General terms and conditions of these organisers or service providers shall then apply to the services.

3.4 In the event of contradictions, the travel confirmation shall take precedence. The package also includes the use of onboard equipment which does not attract a separate charge. Third party services which have only been brokered such as excursions, sporting or cultural events, etc. are not part of the package if these services are expressly and unmistakably marked as third party services and are shown with the name of the brokered service provider.

3.5 The travel documents must be sent to the passenger or the travel agency engaged by him at least 7 days before the start of the package on condition that the cost of the package has been paid in full. If the documents have unexpectedly not arrived, the passenger must contact the travel agency engaged by him as a matter of urgency or contact ICO for clarification.

## 4. PAYMENT

4.1 The passenger's payments for the package travel contract under Sect. 651a BGB must be safeguarded as described in Sect. 651r of the BGB together with Sect. 252 of the Introductory Law to the BGB [EGBGB]. This safeguarding must be conducted carefully by ICO. The safeguarding certificate for the cost of the package shall be given to the passenger with the confirmation for the services which are covered by the package travel contract with ICO. For brokered travel services, ICO has a duty to check the validity of the safeguarding certificate before issuing it. If ICO acts as a retailer by accepting deposit payments from the passenger, the customer's money safeguard is tourVERS Touristik-Versicherungs-Service GmbH, Borsteler Chaussee 51, 22453 Hamburg, phone: 040-244 288 0.

4.2 The passenger who completed the booking shall be obliged to make payment, even if the booking included other fellow passengers. The passenger shall be liable for paying the cost of the package invoiced to him, even if it includes the shares of the other fellow passengers. On receipt of the written travel confirmation and the issue of the safeguarding certificate, the passenger must pay a deposit of 20 % of the cost of the package per person. If, in addition to the cruise, the passenger has booked an additional package of other services such as travelling to the port of embarkation, hotel accommodation and travelling back from the port of disembarkation, other deposits may be due for these services.

4.3 In general the remaining payment by the passenger must be made at least 6 weeks before the start of the package without a further request as long as the safeguarding certificate has been issued. The cost of the package may be paid by bank

transfer or credit card (for example Mastercard or Visa). If payment is made by American Express or a company credit card, a processing fee of 1% of the total cost of the package shall be charged in addition to the cost of the package. The credit card shall be debited on the due date shown in the invoice. Travel agencies can also make payment using a payment order for direct debits.

4.4 A travel booking made 42 days or less before the start of the package shall only be accepted on condition that the entire cost of the package is due immediately on receipt of the travel confirmation and safeguarding certificate and this is secured during the booking procedure by a payment order for direct debits or a credit card payment.

4.5 If the invoiced cost of the package is not received promptly, and if payment is not made after a reminder with a deadline, ICO shall be entitled to cancel the contract. In this case, ICO shall charge the cancellation costs set out in number 8.1.

## 5. CHANGES TO SERVICES

5.1 In the role of organiser, ICO shall be entitled to amend and adjust contract provisions as long as the amendment is not major. This shall particularly apply to amendments to cruising times and times in port and routes. These shall be permitted if they are required because, for example, they are based on official instructions, for security reasons for the passengers and ship's crew and/or required due to unavoidable, extraordinary circumstances, weather conditions or security considerations and/or to avoid danger. The captain in charge for the ship shall be solely responsible for such decisions. It shall also be permitted to change an airline which has not been assured. The same shall apply to outward and return flight times. If, in exceptional circumstances, ICO has confirmed a cabin number before the cruise, it is not normally possible to take change requests from the passenger into account once cabins have been allocated. For organisational reasons, ICO shall be entitled to change allocated cabins if the change involves cabins of the same category and is reasonable. In one of the cases described above, ICO shall notify the passenger of the change before the start of the package in a clear, comprehensible and prominent manner using a permanent data medium (electronic or in paper form).

5.2 In the role of organiser, ICO shall also be entitled to amend and adjust contract provisions which result in a significant/major change. In this case, before the start of the package, ICO shall be entitled to offer the passenger a contract amendment or the option of undertaking a substitute package. The passenger shall then be entitled to cancel the booked package without payment of any compensation or to accept contract amendment offer.

5.3 If the amended services themselves are defective, the passenger's warranty claims shall not be affected.

5.4 If the passenger starts a package after he has been notified by the organiser of the need to change the entire nature of the package, the passenger shall not be entitled to terminate the travel contract on the basis of the change after the package has started.

## 6. PRICE CHANGES

6.1 The cost of the package per person specified in the catalogue generally relates to a cabin occupied by two people and are guide prices. The current prices can be viewed in the form of daily rates on the ICO website [www.princesscruises.fr](http://www.princesscruises.fr), or can be supplied by talking to a travel agency. The provisions set out in sect. 2.4 shall apply. The prices for additional packages for travel to and from the ports or special arrangements shall become binding on confirmation with the proviso set out in sect. 1 and 4. They shall become an integral part of the package travel contract. This shall not apply to additional brokered third party services.

## 7. PERSONAL REQUIREMENTS / CONTRACT TERMINATION BY THE ORGANISER

7.1 The passenger shall offer the assurance that all passengers are fit to travel. ICO shall be entitled to demand a medical certificate from the passenger confirming fitness to travel.

7.2 People under the age of 21 may only join a cruise if accompanied by an adult of 21 years or older.

7.3 ICO cannot provide medical care for children under the age of six months/one year, depending on the itinerary. These children may therefore not join the cruise.

7.4 Pregnant women who are 24 or more weeks into their pregnancy shall not be permitted to join the cruise. If a person verifiably did not realise she was pregnant at the time of booking and is unable to join the cruise because at the start of the cruise or during the cruise she will be 24 weeks pregnant, the passenger may cancel the travel contract before the start of the package. The cancellation provisions set out in sect. 8.2 shall apply.

7.5 A disability or a health condition which requires care and/or treatment must be notified when

requesting the reservation. ICO cannot accept any responsibility for required care and/or treatment, and it therefore recommends that a passenger suffering from such a condition should travel with a responsible person if necessary. The cruise may be refused or cut short for people whose health or physical condition, in the view of the shipping company, makes them unfit to travel or whose condition constitutes a danger to themselves or other passengers.

7.6 ICO may give notice to terminate the travel contract if the passenger commits criminal offences, in particular if he fails to obey national regulations or bans relating to weapons or drug possession and violence.

7.7 If the mental or physical condition of a passenger, in the opinion of ICO's medical advisers, means that they cannot travel or continue to travel because the passenger is unfit or constitutes a danger to himself or others, ICO may refuse to continue to carry the passenger or terminate passenger's cruise. In these cases, ICO shall not accept liability for any additional costs incurred as a result. The same shall apply in cases in which the passenger does not bring a required responsible person as described in sect. 7.5.

7.8 In the cases of cruises, the captain is responsible for the ship and crew. He bears sole responsibility for the nautical management of the ship, for guaranteeing safety and for compliance with the ship's rules and regulations and shall be entitled in this respect to eject a passenger from on board without being liable for any compensation. This authority applies even if, in the judgement of the captain, one of the situations described in sect. 7.5 to 7.7 arises.

7.9 ICO may terminate the package travel contract without notice if the customer has booked giving incorrect details about himself, his address and/or his identification document.

7.10 If the customer breaches his contract duty to send ICO the requisite passport details before departure for forwarding to the relevant immigration authorities, ICO shall not accept any liability for the prompt issue and receipt of required visas or other travel documents if the passenger has engaged ICO with obtaining them, unless ICO has committed a breach of duty. In these cases, ICO shall be entitled to refuse to carry or continue to carry the passenger without any obligation to pay compensation and demand the cancellation fees described in sect. 8.2.

7.11 If a package travel contract is terminated for the above reasons and ICO refuses to continue to carry a passenger, ICO shall retain its right to the cost of the package. However, ICO shall set off the value of saved expenses and the benefits which it enjoys as a result of being able to use the services not used by the passenger elsewhere. ICO shall not accept liability for any additional costs incurred by the customer. In particular, the passenger must pay the additional costs incurred for him or his fellow passengers for the return journey to his home. The passenger should check whether additional health insurance is required. We recommend that you take out an insurance policy to cover the costs of support including return transport in the event of an accident, illness or death.

## 8. CONTRACT TERMINATION BY THE PASSENGER BEFORE THE START OF THE PACKAGE (CANCELLATION) AND CANCELLATION FEES

8.1 The passenger may cancel the travel contract at any time before the start and also cancel for any fellow passengers for whom he has booked. This cancellation shall only apply to the services of the package travel contract including the additional package relating to additionally or separately booked services if they have become an integral part of the package travel contract or are closely related to it, in other words, for example, for brokered travel packages to the port of embarkation and from the port of disembarkation. If the cancellation only refers to the package travel contract and not to brokered travel services, the passenger must specify and declare this. The passenger should generally make the cancellation in writing for verification purposes. The passenger undertakes to return any travel documents already issued to him. Failure to start the package shall generally be treated in the same way as cancellation. The cancellation time shall be determined by the receipt of the cancellation declaration by ICO if the package was booked directly with ICO. If the package was booked and other services brokered through a travel agency, it shall be sufficient to declare the cancellation to the agency, otherwise the cancellation must be completed separately.

8.2 ICO shall be entitled to demand reasonable compensation taking into account its saved expenses and the possible benefits it may enjoy by being able to use the travel services elsewhere. Instead of having to verify its expenses, ICO shall be entitled to charge a cancellation fee which (unless a substitute passenger is provided) shall be calculated as follows for each cancelled passenger on the basis of the relevant cost of the package.



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## For cancellation

- Of a fixed booking up to 80 days before the start of the package: 75€ per passenger.
- From the 79th day to the 60th day before the start of the package: 10 % of the price of the cruise
- From the 59th day to the 45th day before the start of the package: 25 % of the price of the cruise
- From the 44th day to the 15th day before the start of the package: 50 % of the price of the cruise
- From the 14th day to the 8th day before the start of the package: 75 % of the price of the cruise
- From the 7th day before the start of the package: 100% of the price of the cruise
- If the passenger fails to start the package (no show): 100% of the price of the cruise

(Price of the cruise = cruise fare including taxes & port fees)

The customer shall be entitled to provide evidence to ICO that it did not suffer any damage or did not suffer the amount of damage claimed. ICO shall be entitled to demand calculated compensation rather than the cancellation fees if said compensation can be quantified and verified.

8.3 If a booking is made using offer prices, cancellation fees other than those set out in sect. 8.2 may apply depending on the relevant offer. The travel agency shall provide information on these different conditions and shall issue the passenger with the terms and conditions of travel for the offer prices before the package travel contract is concluded.

8.4 We urgently recommend taking out package cancellation insurance.

8.5 If, in addition to the cruise, the passenger has booked an additional package of services, such as travel to the port of embarkation, hotel accommodation, travel from the port of disembarkation, etc. the cancellation fees for the cruise mentioned above shall be increased in the event of cancellation by the cancellation fees charged by the providers of the additional services. ICO shall charge the cancellation costs invoiced to it by these service providers to the passenger. These cancellation costs may be of varying levels. Your attention is hereby drawn to this situation. Before booking additional services, the travel agency shall provide the passenger with the terms and conditions of travel of the various service providers.

8.6 If one or more people from a multibed cabin (2 or more people) no longer wish to travel (cancellation), the entire cabin must be cancelled, together with any new booking for the remaining passengers. ICO shall set off any expenses it saves by being able to use the services for the original package elsewhere.

## 9. UNAVOIDABLE, EXTRAORDINARY CIRCUMSTANCES

9.1 If ICO is prevented from organising the package before its start as a result of unavoidable, extraordinary circumstances which were not foreseeable at the time of the contract conclusion, either the passenger or ICO may cancel the contract. ICO must declare the cancellation immediately after it becomes aware of the reason for cancellation. The party declaring the cancellation shall bear the burden of evidence and proof for assuming the unavoidable, extraordinary circumstances.

9.2 In the event of unavoidable, extraordinary circumstances at the destination or in its immediate vicinity, ICO shall lose any claim to the cost of travel. ICO must repay the cost of travel already paid at the time of cancellation at the latest 14 days after cancellation.

9.3 If a case of unavoidable, extraordinary circumstances may apply, ICO shall be obliged to notify the passenger of all the objective dangers. In this respect, ICO shall have a duty of investigation and information so that the passenger may consider terminating the contract himself.

## 10. WARRANTY (REDRESS, REDUCTION AND TERMINATION) AND STATUTE OF LIMITATIONS

10.1 If the package is not provided or not provided as per the contract, the passenger may demand redress. ICO may refuse to provide redress if it is impossible or requires disproportionate cost.

10.2 If the package is significantly adversely affected due to a defect, and if ICO does not provide redress within a reasonable deadline set by the passenger, the passenger may give notice to terminate the travel contract on the basis of the statutory regulations. The demand for redress must be addressed to the reception on the cruise ship. If, in addition to the cruise, transfer and/or flight and/or hotel services have also been booked, and if ICO is the organiser and not just the retailer for

the services (see Sect. 3.3), the demand for redress in the event of a significant adverse effect to the package due to a defect in the services must be addressed either to the local service provider or to ICO. A deadline for redress is not required if the redress is impossible or the redress is refused by ICO or the Princess Cruises tour guide or if the immediate termination of the contract is justified due to a special interest on the part of the passenger. We recommend that termination is given in writing for evidence purposes. ICO shall be entitled to provide redress in the form of an identical or higher value replacement service as long as it is reasonable to expect the passenger to accept it.

10.3 In the event that the package has a defect, the passenger may demand a reduction of the cost of the package. To maintain his claim, the passenger must report the defect without delay (in other words without culpable delay) after it has been discovered to the persons named in Sect. 10.2 to demand redress.

10.4 Claims based on travel services not provided as per the contract (Sect. 651i to 651n BGB) must be lodged immediately on site and shall become statutebarred in two years after the end of the package. We recommend that the claim is lodged in writing for evidence purposes. We would like to point out that the tour guide, retailer (travel agency) and individual service providers are not entitled to accept claims by the passenger against ICO, regardless of their legal basis.

10.5 Claims on the part of the passenger based on illegal actions shall become statutebarred in three years. The start of the statute of limitations for claims for illegal actions shall be based on the statutory regulations.

## 11. TRANSFER OF CONTRACT/INVOICING OF ADDITIONAL COSTS/UNUSED SERVICES

11.1 If a substitute is named, ICO may invoice its actual, verified and reasonable additional administration costs, including the additional costs incurred in individual cases from other service providers (flights and hotel) in individual cases. For a change of name, ICO shall be entitled to charge a processing fee of 50€ to cover its additional costs. The nomination of a substitute by the passenger must take place on a permanent data medium and shall be possible until at the latest 14 days before the start of the package. If a change of this type is required after this time, the package must be cancelled. In this case, the cancellation fees described in sect. 8.2 shall be charged. ICO shall be entitled to reject a third party if this person does not satisfy the package requirements in the contract. If a third party enters into the package travel contract, he and the passenger shall be jointly and severally liable to ICO for the cost of the package and the additional costs incurred by his entry.

11.2 After concluding the travel contract, the passenger shall not be entitled to make any amendments relating to the date of the package, the ship, the start of the package (flight), accommodation or type of transport (for example change of cabin category, change of departure point, etc.). In general, rebooking on a different package shall be treated as a cancellation and new booking. If the passenger wishes to rebook on a different package, he should ask ICO whether it is able to grant his request. Rebookings shall be possible only if a special offer (for example early bookings or last-minute) has not been booked and if the rebooking is for a package which starts within 12 months (six months for world cruises and segments thereof) from the start of the original package and is more expensive. Rebookings may only be made up to 80 days before the departure date and shall only be allowed once. A processing fee of 220€ plus any additional costs for the airline and/or hotels shall be charged for the rebooking. Changes after the 80th day before the start of the package and changes for the purpose of reducing the price shall only be possible after the package travel contract has first been cancelled. The cancellation fees (see sect. 8.2) shall then be payable.

11.3 If the passenger does not use certain package services which were correctly offered to him for reasons which are his responsibility (for example due to early return travel or for other unavoidable reasons), he shall not be entitled to any partial reimbursement of the cost of the package. ICO shall strive to obtain reimbursement of the saved costs from the service provider. This duty shall not be applicable if the services are completely insignificant or if such reimbursement is impossible due to statutory or official regulations.

## 12. CARE PROVISIONS, PASSPORT, VISA AND HEALTH PROVISIONS

12.1 ICO shall notify the passenger before the contract is concluded about the passport, visa and health regulations of the country of destination including approximate deadlines for obtaining visas and for their possible amendment before the start of the package. If the organiser or retailer fulfils its duty of information correctly, the passenger must comply with all the requirements for the package.

12.2 If difficulties occur, for example due to an inability to satisfy personal requirements caused by the actions of the passenger, the passenger cannot

cancel the contract free of charge or use individual travel services without consequences. In these cases, the provisions in sect. 8.1 and 8.2 shall apply as and where appropriate. The passenger shall be responsible for obtaining and carrying all travel documents required by the authorities, any vaccinations which are required and for complying with duty and currency regulations. Any adverse effects resulting from a failure to comply with these regulations, for example the payment of cancellation costs, shall be borne by the passenger. This shall not apply if ICO provided no, inadequate or incorrect information.

12.3 The EU Regulation on informing air transport passengers of the identity of the operating air carrier (EU Regulation 2111/05) obliges ICO to notify the passenger of the identity of the operating air carrier(s) for all flights to be provided as part of the booked package at the time of booking. If an operating air carrier has not been defined at the time of booking, ICO shall provide the passenger with the name of the air carrier or air carriers which is/are likely to operate the flight. ICO shall notify the passenger as soon as ICO discovers the air carrier which will actually operate the flight. If the operating air carrier specified to the passenger changes, ICO must notify the passenger of the change. The list of air carriers which must not be used under EU law, is available on the website at [https://ec.europa.eu/transport/modes/air/safety/airban\\_de](https://ec.europa.eu/transport/modes/air/safety/airban_de).

12.4 ICO urgently recommends taking out for travel cancellation insurance when the booking is made since this insurance is not included in the cost of the package.

## 13. LIABILITY

13.1 ICO shall accept liability on the basis of the duty of care of a diligent businessman for the conscientious preparation of the package and the careful selection and monitoring of service providers, ensuring that the descriptions of all the travel services in the brochure are correct and the travel services agreed in the contract, taking into account the current regulations in the relevant destination country and town.

13.2 ICO's liability for compensation claims which are not related to physical damage and were not caused culpably, shall be limited overall to three times the cost of the package as described in Sect. 651p BGB. This limitation of liability shall apply to each passenger and package.

13.3 a) If ICO holds the position of a contracted air carrier, the liability of the operator shall be based on the appropriate regulations of the Civil Aviation Law, the Warsaw Convention in its current and applicable version of The Hague or the Montreal Convention.

b) If ICO holds the position of a contracted shipping company, the applicable special international conventions or regulations based on them, including national law, shall apply.

c) ICO shall not accept any liability for damage or loss of travel gear through theft or other misplacement outside the ship. This shall not apply if such losses are caused by malicious or grossly negligent action on the part of ICO. ICO shall accept liability under the statutory regulations for damage or loss of cabin luggage.

13.4 ICO's liability shall be excluded or limited if, on the basis of international conventions or statutory regulations based on such conventions, it is acceptable for service providers to limit their liability for the services they are to provide or their liability is excluded.

13.5 ICO shall not accept liability for problems with the services, personal injury and property damage relating to services which are third party services and which ICO has only brokered (for example excursions, transport services to and from the specified starting and destination places, etc.) if these services are expressly shown in the travel description and the booking confirmation as third party services and the name of the contract partner is shown.

13.6 ICO shall not accept liability for costs incurred by the passenger by his late arrival at the ship if ICO was not contractually responsible for transporting him to the ship. This shall apply to ports of embarkation and for ports visited en route if the passenger undertakes land excursions at his own responsibility. The captain is not obliged to wait for late passengers.

13.7 ICO shall not accept liability for errors during the booking process which were the responsibility of the passenger or were caused by unavoidable, extraordinary circumstances. ICO shall not accept liability for details in the travel descriptions of third parties, for example travel agencies, where ICO has no influence on their wording and is unable to check whether they are correct. Travel agencies and other service providers are not authorised to issue assurances or enter agreements on behalf of ICO which are not in line with the details in catalogues or travel descriptions, which go beyond the reservation confirmation, contradict it or change the confirmed content of the package travel contract.

13.8 The passenger shall be entitled to compensation for the damages it suffers due to a technical error in the booking system of ICO unless ICO was not responsible for the error.

## 14. DATA PROTECTION

14.1 The personal data provided by the passenger will be processed electronically and used where required to execute the contract. Personal data comprise the information relating to the identity of a person such as name, address, date of birth or email address. Usage data are data which are not actively provided but which can be collected passively, for example when using a website or the online offering.

14.2 ICO shall collect, process, save and use data relating to the passenger only for the purpose of executing the travel contract. These data shall only be disclosed as required to complete the booking to the companies included in the fulfilment of the package travel contract. On request, information will be provided as to what personal data relating to the customer have been saved. The data shall be deleted as soon as they are no longer required to achieve the purpose for which they were collected.

## 15. CONCLUDING PROVISIONS

15.1 All details in this brochure were correct at the time of going to press and are non-binding. We cannot accept liability for printing and calculation errors.

15.2 Individually agreed contract provisions, which are supplemented by these general terms of travel and payment, shall take precedence. If neither the contract nor these general terms of business contain a provision, the statutory regulations shall apply, particularly the law concerning package travel contracts and including Sect. 250 EGBGB.

15.3 German law shall apply to the contract between the passenger and ICO and the rights and duties which result from it. If the passenger is a consumer, however, he may quote the regulations of the country in which he normally resides which provide him with protection and from which the contract must not differ if the business activities conducted by ICO are expressly directed at this country.

15.4 The place of jurisdiction for all legal disputes shall be Munich as long as this is allowed.

15.5 In the event that a provision in these general terms of business is invalid, the other provisions shall remain valid. In this case, an invalid provision must be replaced by a legal provision which comes as close as possible to the commercial purpose of the provision that was desired.

15.6 The current version of the general terms of business shall be an integral part of the package travel contract.

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