Our terms and conditions of travel.

All terms and conditions in detail.

TUI Cruises GmbH organizes tours in accordance with the following terms and conditions. The headings in these terms and conditions are for convenience of reference only and shall in no way be binding on the contents or interpretation of the clauses.

1. CONCLUDING THE TRAVEL CONTRACT AND REGISTERING FELLOW TRAVELLERS

a) On making a booking (travel registration), the customer is offering TUI Cruises the binding conclusion of a travel contract. This can be done in writing, verbally, by telephone or electronically (e-mail, online). This offer is based on the catalogue or the travel brochure including all contained relevant information, including these general terms and conditions of travel and all information and explanations contained therein (including the Bord ABC).

b) The applicant is also registering for all customers listed in the registration. The applicant expressly declares that they are responsible for the contractual obligations of all customers listed in the application.

c) The travel contract is only concluded with the written travel confirmation from TUI Cruises (by e-mail or post). The electronic confirmation of receipt of the travel registration does not constitute acceptance of the travel contract. If the travel confirmation is issued immediately after the 'Pay and book' button has been clicked via the corresponding direct display of the travel confirmation on the screen, the travel contract is concluded when this travel confirmation is displayed. The binding nature of the travel contract is not dependent on the customer using options for saving or printing the travel confirmation or receiving the travel confirmation in paper form (by post).

d) If TUI Cruises' travel confirmation deviates from the content of the customer's registration, there is a new offer from TUI Cruises, to which TUI Cruises is bound for 10 days from receipt of the confirmation. The travel contract is concluded on the basis of this new offer if the customer accepts the offer within this period by means of an express or conclusive declaration (deposit or full payment of the price of the trip).

e) TUI Cruises would like to point out that according to the statutory provisions there is no right of cancellation for package holiday travel contracts concluded via distance selling (e.g. via letters, telephone calls, e-mails, telemedia or online services). Only the statutory rights of withdrawal and termination apply (see also clause 6.). However, there is a right of withdrawal if the con- tract for travel services has been concluded outside business premises in accordance with Section 651a of the German Civil Code (Bürgerliches Gesetzbuch, BGB), unless the negotiations on which the conclusion of the contract is based have been conducted as per the consumer's prior instructions; in the latter case, there is no right of withdrawal.

2. EXECUTING AIRLINE/ AIR CARRIAGE

a) TUI Cruises will inform the customer of the identity of the operating airline(s) for all air transport services to be provided as part of the trip. If the operating airline(s) has/have not been determined at the time of registration, TUI Cruises will inform the customer of the operating airline(s) as soon as TUI Cruises is aware of the operating airline(s), however this shall be no later than when sending detailed information regarding the booked trip. If the airline named to the customer as the operating airline changes, TUI Cruises will inform the customer of the change as soon as possible. The 'community list' of airlines banned from operating in the EU is available online at www.ec.europa.eu/transport/modes/air/safety/air-ban/index de.htm or at **www.lba.de**.

b) The air carriage is subject to the conditions of carriage of the respective airline, the Montreal Convention or Warsaw Convention, Regulations (EU) No. 261/2004, 2027/97 and 889/02, and the Air Traffic Act. Further details can be obtained from the airline or viewed at **www.meinschiff.com/en/arrival-and-departure/flight/general-conditions-of-carriage**.

3. PAYMENT

a) TUI Cruises has taken out insolvency insurance to safeguard customer funds. A secured payment certificate is enclosed with the confirmation.

b) Payment of the price of the trip is made directly to TUI Cruises by credit card, bank transfer/bank-based online payment methods or direct debit (the latter only in SEPA countries). Unless otherwise expressly agreed with TUI Cruises, payments to intermediary travel agencies do not have a debt-discharging effect. In case of payment by SEPA Direct Debit, SDD, TUI Cruises requires (if applicable via the travel agency) a 'mandate' which allows the customer's current account to be debited with the price to be paid (deposit and final payment) by way of direct debit. The mandate is part of the confirmation. A period of one day before the due date applies for SEPA direct debit pre-notification.

c) After conclusion of the contract and receipt of the secured payment certificate, a deposit is to be paid per customer, which will be credited against the price of the trip. This consists of a deposit of 25% of the cruise price for the PRO tariff, 30% for the PLUS tariff and 35% for the PUR fare, each based on the price of the cruise as such. For the arrival and departure package, a deposit of 30% is added regardless of the tariff, based on the price of the arrival and departure package. Exceptions apply for the individual flight arrival and departure package: The individual flight arrival and departure package, which includes daily flights not offered in the basic package, is payable in full with the deposit. The full premium for any insurance arranged through TUI Cruises is also due with the deposit. The final payment is due 30 days before the start of the trip at the latest, provided that the secured payment certificate has been provided. For bookings made 30 days or more before the start of the trip, full payment is due immediately on receipt of the secured payment certificate. TUI Cruises will send travel documents after receipt of the final payment (2 weeks before departure at the earliest) and the availability of complete passport data for the travellers as registered by the customer (manifest data). From 14 days before departure, payment of the price of the trip is only possible via credit card.

d) If the customer does not meet one of his payment obligations in due time, TUI Cruises is entitled to withdraw from the travel contract following an unsuccessful reminder where a grace period is set, and to charge the cancellation costs agreed under clause 6. The customer is at liberty to prove that no costs were incurred or that the costs were significantly lower. TUI Cruises reserves the right to pass on any additional costs incurred due to non-payment or incomplete payment (e.g. bank charges, return debit note charges, collection fees).

4. SERVICES AND PRICES

a) TUI Cruises' obligation to perform arises exclusively from the content of the booking confirmation in conjunction with the catalogue or the travel brochure valid at the time of travel, including all information and explanations contained

therein (including the Bord ABC). If there are any contradictions, the travel confirmation applies above all else. TUI Cruises reserves the right to make changes to the brochure details or the description of the trip for objectively justified reasons prior to the conclusion of the contract, of which the customer will of course be informed.

b) Travel agents (e.g. travel agencies) and service providers (e.g. hotels, transport companies) are not authorised by TUI Cruises to make agreements, provide information or make assurances that change the agreed content of the travel contract, go beyond the contractually agreed services of TUI Cruises or contradict the travel description.

c) The age at the start of the journey determines all reductions related to the traveller's age (e.g. child reduction).

d) Children who turn 2 during the trip require their own seat for both the outbound and return flight, so the age on the return flight is decisive here. Separate charges may apply for babies under the age of 2.

5. CHANGES TO SERVICES

a) Changes and deviations of individual travel services from the agreed content of the travel contract which become necessary after conclusion of the contract, e.g. due to the special conditions of travel by ship, and which were not caused by TUI Cruises against good faith, are permitted insofar as they are not substantial, do not lead to a significant change in the travel service and do not impair the overall nature of the booked trip. The same applies to changes to sailing times and/or routes (especially for safety or weather reasons), which are decided solely by the captain responsible for the ship. Any warranty claims shall remain unaffected insofar as the modified services are defective. TUI Cruises is obliged to inform the customer immediately of any changes to the service.

b) In the event of a significant change to an essential travel service, the customer is entitled to withdraw from the travel contract at no cost. The customer is obliged to assert this right against TUI Cruises within a set reasonable period of time or otherwise immediately after receipt of the notice of change. The customer has a choice whether or not to respond to the notice. If the customer responds to TUI Cruises, then the customer can either agree to the change of contract, demand participation in a substitute journey, if such a journey has been offered to the customer r, or withdraw from the contract free of charge. If the customer does not respond or does not respond within the set time limit, the notified change shall be deemed accepted.

c) Subject to the statutory provisions on return transport, the passenger shall bear any additional costs incurred during the journey as a result of a quarantine or isolation order imposed on him personally by authorities, for which TUI Cruises is not responsible (e.g. additional hotel costs).

d) Please note that airlines limit the allocation of seats to the respective allocations. Changes regarding a seat reserved in advance are possible on the part of the airline until just before departure. Furthermore, a seat reservation is only possible when flight times are announced at the earliest. In particular, 'XL seats' with more legroom where emergency exits are located cannot be reserved for all groups of people due to security regulations issued by the authorities.

6. WITHDRAWAL BY THE CUSTOMER

a) The customer may withdraw from the trip at any time before the start of the trip. It is recommended to declare the withdrawal in writing. The declaration becomes effective on the day it is received by TUI Cruises.

b) If the customer withdraws before the start of the trip or does not start the trip, TUI Cruises is entitled to demand reasonable compensation insofar as TUI Cruises is not responsible for the withdrawal or exceptional circumstances occur at the destination or in its immediate vicinity which significantly affect the execution of the trip or the transportation of persons to the destination. Circumstances are unavoidable and extraordinary if they are beyond the control of TUI Cruises and their consequences could not have been avoided even if all reasonable precautions had been taken. The amount of compensation is determined by the price of the trip minus the value of the expenses saved by TUI Cruises and minus what TUI Cruises acquires through any other use of the travel services. TUI Cruises has set the following fixed rates for compensation, taking into account the period between the withdrawal notice and the start of the trip as well as the expected savings in expenses and the expected acquisition through any other use of the travel services. Compensation is calculated according to the date of receipt of the withdrawal notice as follows with the respective cancellation scale - in each case related to the respective price of the trip.

The following scale applies to the cruise as such (in each case per person and based on the price of the cruise as such - excluding arrival and departure):

CRUISE CANCELLATION SCALE	PRO	PLUS	PUR
Up to 50 days before departure	25 %	30 %	35 %
From the 49th day until the 30th day before departure	30 %	40 %	45 %
From the 29th day until the 24th day before departure	40 %	50 %	60 %
From the 23rd day until the 17th day before departure	60 %	70 %	80 %
From the 16th day before departure	80 %	85 %	90 %
In the event of no-show or cancellation on the day on which the trip begins	95 %	95 %	95 %

For arrival and departure, the following separate fixed amount of compensation applies regardless of the booked tariff (in each case per person and related to the price of the arrival and departure package). Partial cancellation of the arrival and/or departure package alone is not possible. An exception applies to the individual flight arrival and departure package, which includes daily flights not offered in the basic package. This cannot be rebooked and is non-refundable. The cancellation rate is always 100% accordingly.

ARRIVAL AND DEPARTURE PACKAGE CANCELLATION SCALE	
Up to 50 days before departure	30%
From the 49th day until the 30th day before departure	40%
From the 29th day until the 24th day before departure	50%
From the 23rd day until the 17th day before departure	70%
From the 16th day before departure	85%
In the event of no-show or cancellation on the day on which the trip begins	95%

In case of partial cancellation by a full-paying customer from a cabin where double occupancy has been booked, with the consequence that the remaining passenger uses the booked cabin as a single cabin, TUI Cruises is entitled to the cancellation costs according to the table, but this shall be fixed compensation of 80% of the pro rata price of the trip as a minimum. The same applies if a full-paying customer partially cancels a cabin where multiple bed occupancy has been booked, with the consequence that a cabin actually intended for triple or quadruple occupancy is used by less persons. Alternatively, TUI Cruises reserves the right to rebook to another cabin of the same or higher category without additional costs where triple or quadruple occupancy had been booked in the event of a partial cancellation by a customer.

c) The customer has the right to prove to TUI Cruises that reasonable compensation to which TUI Cruises is entitled is significantly lower than the fixed amount of compensation demanded by the customer.

d) TUI Cruises reserves the right to claim a higher, individually calculated amount of compensation instead of the fixed compensation amounts above, insofar as TUI Cruises proves that it has incurred significantly higher expenses than the fixed compensation amount applicable. In this case, TUI Cruises is obliged to specifically quantify and justify the compensation demanded, taking into

account the expenses saved and less what TUI Cruises acquires through any other use of the travel services.

e) Premiums for travel insurance arranged via TUI Cruises are payable in full in addition to the fixed amount of compensation.

f) TUI Cruises would like to point out that it is possible to take out travel cancellation insurance, insurance to cover repatriation costs in the event of accident, illness or death and other travel insurance with our partner insurance company HanseMerkur, among others.

7. REBOOKING, SUBSTITUTE PERSON

After conclusion of the contract, the customer has no claim to changes or rebookings with regard to the date of travel, the place of departure or destination, the accommodation, the cabin or the mode of transport. If a change or rebooking is nevertheless made at the customer's request, TUI Cruises may charge a rebooking fee determined in accordance with a) to e). All changes not permitted below for a fee may only be made in the form of a cancellation for which a fee is charged in accordance with clause 6. (withdrawal by the customer) and a subsequent new booking, regardless of whether the request for change is received by TUI Cruises up to 50 days before the start of the cruise or afterwards. The following changes shall be permitted by way of exception subject to the following provisions. The rebooking options in a) to c) are only valid up to 50 days before the start of the trip; later change requests are only possible in the form of a chargeable cancellation and subsequent new booking:

a) PRO tariff

- There are no rebooking fees for rebooking the cruise as such within the PRO tariff if the original travel date is retained. With respect to the service for which a rebooking is made, the price that applies for this service in the case of a new booking on the rebooking date shall apply.
- Any rebooking of the cruise as such to a new travel date or another ship is possible once and without any rebooking fees if the trip was originally booked at the PRO tariff and the general trip arrangements remain the same (retention of the trip duration and the price of the trip). To do this, the current trip is cancelled free of charge and the new trip is booked under the terms and conditions that apply on the rebooking date. The travel date or ship can only be rebooked once.
- With regard to rebooking the arrival and departure package, e) applies.
- There are no rebooking fees for a tariff change from the PRO tariff to the PLUS tariff on the same travel date if the booking was originally made at the PRO tariff and this is the first time the transaction has been rebooked. With respect to the service for which a rebooking is made, the price that applies for this service in the case of a new booking on the rebooking date shall apply. In the event of a rebooking to the PLUS tariff, the terms and conditions of the new tariff shall apply to all services after the transfer. If a VIP fare option was originally selected in the PRO tariff, this will no longer apply if the booking is changed to the PLUS tariff. If the rebooking is made less than 150 days before departure and the original booking was for VIP fare option 1 or 2, a flat-rate compensation of 25% of the value of VIP fare option 1 or 2 will be payable for the rebooking, taking into account the benefits of VIP fare option 1 or 2 that may have been used.
- Early booking or other benefits (e.g. VIP tariff option) can only be granted when rebooking to a new trip subject to availability and only within the respective validity periods.
- Rebooking to include special prices, booking promotions or the PUR tariff is not possible or only in the form of a cancellation subject to a charge in accordance with clause 6 and subsequent new booking. Subsequent price adjustments within the selected cabin category are excluded, as these are always daily rates.

b) PLUS tariff

- Rebookings relating to the cruise as such within the PLUS tariff while retaining the original travel date incur a change fee of €150 per person.
- With respect to the service for which a rebooking is made, the price that applies for this service in the case of a new booking on the rebooking date shall apply.
- For a tariff change from the PLUS tariff to the PRO tariff on the same travel date, there is a rebooking fee of €150 per person. TUI Cruises reserves the right to waive these fees if the price of the cruise increases by more than €150 per participant owing to the rebooking.
- With regard to rebooking the arrival and departure package, e) applies.
- All other changes, including date changes, rebookings within an already booked cabin category, subsequent price adjustments or rebookings to the PUR rate, are not possible or only in the form of a chargeable cancellation in accordance with section 6. and subsequent rebooking. The same applies to rebooking to special prices or booking promotions.

c) PUR tariff

- Changes are not possible, subject to a transfer of the contract to a substitute person in accordance with d) below, or only in the form of a cancellation subject to a change in accordance with clause 6 and a subsequent new booking.

d) Until the start of the journey, the customer may demand that a third party take over their rights and obligations, irrespective of the booked tariff. TUI Cruises must be notified. TUI Cruises may object to the third party if the third party does not meet the special travel requirements or their participation is contrary to legal regulations or official orders. For such a change in customer (name changes, substitution of persons) a handling fee of €30 per person will be charged. Additional costs actually incurred vis-a-vis service providers (e.g. airlines) will be charged separately. The customer is at liberty of proving that no costs or significantly lower costs were incurred on admission of the third party. The registered customer and the substitute person are jointly and severally liable for the price of the trip and the costs incurred per change due to the admission of the substitute person.

e) With respect to changes to the arrival and departure package, a processing fee of €50 per person per change will be charged up to 50 days before the start of the trip. Later changes are only possible by way of cancellation and a new booking. In deviation from the above rule, name changes and rebookings are not possible for the individual flight arrival and departure package, which includes daily flights not offered in the basic package. With this travel package, fixed compensation of 100% of the relevant price of the trip always applies in the event of any changes or cancellation. TUI Cruises reserves the right to charge the customer separately for any additional costs actually incurred vis-a-vis service providers (e.g. airlines, railways). The customer is at liberty to prove that no costs or significantly lower costs were incurred on admission of the third party.

8. WITHDRAWAL AND TERMINATION BY TUI Cruises, AUTHORITY OF THE CAPTAIN

The captain is responsible for all guests and crew members. As such, his orders must be obeyed. The captain may take the necessary measures to avert a threat to safety and order in an individual case. Among other things, violent, discriminatory, rude or verbally abusive behaviour will not be tolerated or accepted.

TUI Cruises may, before or after the start of the trip, terminate the travel contract pursuant to § 314 BGB if the customer, in the opinion of the captain or its entrusted representatives,

- must be accompanied but is travelling unaccompanied;
- considering all circumstances of the individual case, not just temporary, is in a mental or physical condition that poses a danger to the customer or anyone else on board;
- carries weapons or other dangerous objects, intoxicants ; or
- disrupts the trip, notwithstanding a warning with a deadline, or behaves so persistently in breach of the contract or disregards the instructions of the captain or its entrusted representative that the immediate cancellation of the contract is justified.

The captain or his entrusted representative shall decide on the necessity of termination at due discretion, taking into account the principle of proportionality.

Furthermore, TUI Cruises may terminate the travel contract without notice if the customer has booked using false personal details and/or identification documents.

In these cases, the customer may be excluded from the trip. TUI Cruises retains the claim to the price of the trip; the value of any saved expenses and any benefits TUI Cruises gains from any other use of unused services will be offset. Any additional costs incurred for the return journey shall be borne by the customer.

9. WARRANTY, TERMINATION BY THE CUSTOMER

a) If the travel service is not provided in accordance with the contract, the customer may demand redress. They are obliged to notify the travel management appointed by TUI Cruises of any travel defects and to demand redress within a reasonable period of time. If they culpably fail to do so, the price of the trip shall not be reduced; the right to self-redress and rights to compensation then do not exist. The tour operator and local service providers are not entitled to acknowledge any claims.

b) Loss of or damage to luggage must be reported to the carrier immediately. This applies in particular to the loss of flight baggage. The carrier is obliged to issue a written confirmation. Without notification there is a risk of loss of entitlement, cf. clause 11.

c) TUI Cruises may refuse redress if it requires a disproportionate effort. TUI Cruises can also remedy the situation by providing an equivalent alternative service, e.g. by using a different airline or ship or by sailing a different route.

d) If a trip is considerably impaired due to a defect and TUI Cruises does not provide a remedy within a reasonable period of time, the customer may terminate the travel contract within the scope of statutory provisions - in their own interest and for reasons of preservation of evidence, it is advisable to do so in writing. The same applies if the customer cannot reasonably be expected to travel as a result of a defect for an important reason identifiable to TUI Cruises. The determination of a deadline for redress is only not required if redress is impossible or refused by TUI Cruises or its agents or if the immediate termination of the contract is justified by a special interest of the customer.

10. LIMITATION OF LIABILITY

a) The contractual liability of TUI Cruises for damage not resulting from injury to life, limb or health (including liability for a breach of pre-contractual, ancillary or post-contractual obligations) and not culpably caused is limited to three times the price of the trip. Possible further claims based on international agreements remain unaffected by the limitation.

b) If TUI Cruises has the status of a contractual shipowner, liability shall be governed by the applicable special international agreements or statutory provisions based on such agreements (e.g. the provisions of the German Commercial Code [Handelsgesetzbuch] and the provisions of the German Inland Navigation Act [Binnenschifffahrtsgesetz]).

c) If TUI Cruises has the status of a contractual carrier, the liability of the tour operator shall be governed by the provisions of the Air Transport Act (Luftverkehrsgesetz), the Warsaw Convention as amended by The Hague, to the extent that it is still applicable, or in particular the Montreal Convention, whichever is applicable.

d) Valuables (e.g. money, photographic or film equipment, jewellery, laptops, tablets, valuables) must be carried safely in hand luggage on arrival and departure. TUI Cruises shall not be liable for storage in baggage during arrival and departure. TUI Cruises shall not be liable for damage to or loss of valuables in the aforementioned sense as well as personal equipment due to theft, other loss or extreme stress outside the ship, unless the damage or loss is attributable to intentional or negligent conduct on the part of TUI Cruises. Any liability is also excluded for storage or transport in the vehicles used for shore excursions or transfers, unless wilful or negligent conduct on the part of TUI Cruises has resulted in the damage or loss. TUI Cruises is liable for damage to or loss of cabin luggage in accordance with the rules of the German Commercial Code (Handelsgesetzbuch).

e) TUI Cruises is not liable for service disruptions, personal injury and property damage in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theatre visits, exhibitions) if these services have been expressly identified as third-party services in the travel description and the travel confirmation, stating the identity and address of the arranged contractual partner, in such a clear manner that they are recognisably not part of the TUI Cruises package tour for the customer, and have been selected separately.

f) If the customer books a train to the flight via TUI Cruises, the customer must select the train journey so that they reach the airport in good time, as scheduled at least three hours before departure. If they book the train journey to the ship, the journey must be selected so that they reach the ship at least 3 hours before the departure time stated in the brochure. If these time buffers are not complied with and if the guest is responsible for the noncompliance, TUI Cruises shall not be liable for any consequential costs.

11. EXCLUSION OF CLAIMS, LIMITATION AND ASSIGNMENT

a) The customer is advised that the customer must report any baggage losses, damage and delays in connection with air travel to the responsible airline immediately locally via a damage report in accordance with air traffic regulations. Airlines and tour operators may refuse refunds based on international conventions if the damage report has not been completed. These claims must be reported within 7 days in the case of lost baggage and within 21 days in the case of delayed baggage.

b) In addition, TUI Cruises must be immediately notified of any loss, damage or misrouting of baggage. This does not release the customer from the obligation to notify the airline of the damage in accordance with a) within the above deadlines.

c) Where German law applies, claims by customers arising from travel law or from a culpable injury to life, body or health are subject to a limitation period of two years from the contractual end of the trip; where another national law applies, the provisions of that law shall apply.

d) Claims in tort are subject to a limitation period of 3 years from the time of becoming aware of the damage and the party responsible for it.

e) If negotiations between the customer and TUI Cruises regarding the claim or the circumstances giving rise to the claim are pending, the limitation period is suspended until the customer or TUI Cruises refuses to continue the negotiations. The limitation period shall commence 3 months after the end of the suspension at the earliest.

f) The travel agency acts only as an intermediary in the conclusion of the travel contract.

12. PASSPORT, VISA AND HEALTH REGULATIONS

a) The customer shall comply with all laws, ordinances, orders and travel regulations (rules) of the countries and ports covered by the trip as well as with all rules and instructions of TUI Cruises and its agents. TUI Cruises is entitled to take appropriate measures or to make a journey dependent on compliance with conditions in order to fulfil sovereign or travel contractual provisions or to enable a safe journey. These may include, in particular, but are not limited to, the following: i) Notification of residence and health information prior to arrival and at check-in. Please note that TUI Cruises reserves the right to exclude customers from travel with certain risk-increasing factors; ii) conducting one or more tests for an infectious disease before or upon arrival and, if necessary, during the trip; iii) health examination at check-in and during the trip; iv) maintaining specified distances and other situational rules of conduct; v) restriction of the services offered on board, in particular in the areas of dining, wellness and sports; vi) restriction of shore excursions; vii) isolation and disembarkation of persons tested positive for a contagious infectious disease, as well as of close contacts, even if the contacts themselves have not tested positive for a contagious infectious disease.

b) TUI Cruises informs German nationals who do not have any special circumstances (e.g. dual nationality, statelessness, previous entries in the passport, refugee ID) about general provisions of passport, visa and health

regulations prior to the conclusion of the contract and about any changes to these before the start of the trip. It is assumed that no special features apply to the customer (e.g. dual nationality, statelessness, previous entries in the passport). Citizens of other EU countries and nationals of other states should contact the consulate responsible for them or TUI Cruises.

c) The customer is responsible for obtaining and carrying necessary travel documents (e.g. visas, vaccination certificates), any vaccinations and compliance with customs and foreign exchange regulations, unless TUI Cruises has expressly been obliged to procure any visas, certificates, etc. Any disadvantages, in particular the payment of cancellation costs and penalties, fines and expenses resulting from non-compliance with these regulations shall be borne by the customer, unless they are caused by culpable misinformation or non-information on the part of TUI Cruises. The customer is obliged to immediately reimburse any sums of money that TUI Cruises is required to pay or deposit in this context.

d) TUI Cruises would like to point out that minors travelling without parents should carry a written declaration of consent from their parents. Without this, many countries may impose restrictions or refuse embarkation. The declaration should be written and certified in English as a minimum requirement, but preferably also in the language of the respective countries of travel. The customer is responsible for obtaining information about this from the respective embassies.

e) In case of violation of or non-compliance with passport, visa, health or other entry requirements, in particular also in case of failure to provide the manifest data in due time according to clause 3. c), TUI Cruises is entitled to refuse travel for the customer and to claim the corresponding fixed amounts of compensation according to 6. b) of these terms and conditions of travel. In this case, the customer has the right to prove to TUI Cruises that no damage has occurred or the claimed amount of damage has not occurred.

13. DEFENCES AND LIMITATIONS OF STAFF MEMBERS AND AGENTS

If a claim is made against a staff member or agent of TUI Cruises for loss or damage arising in connection with carriage, they may, if they prove that they were acting within the scope of their employment, avail themselves of the defences and limitations of liability applicable under these terms and conditions of travel.

14. DATA PROTECTION

TUI Cruises handles customer data responsibly. Personal data is processed exclusively within the framework of the statutory data protection regulations, such as the German data protection regulations or the European General Data Protection Regulation (EU-GDPR). The employees and agents of TUI Cruises are obliged to comply with the requirements of data protection law. The information on the type, scope and purpose of the collection and use of your personal data as well as your rights can be found at **www.meinschiff.com/en/data-protection**

15. TRAVEL RESTRICTIONS FOR EXPECTANT MOTHERS AND INFANTS AND FOR PERSONS WITH REDUCED MOBILITY

a) For safety reasons and due to the limited medical care on board the ship, expectant mothers in the 24th week of pregnancy at the start of the trip or later and infants under 6 months of age are not permitted on board. Infants who are at least 6 months old at the start of the trip may take part if it does not include more than three consecutive days at sea. Otherwise, children must be at least 12 months old. In general, the fully recommended vaccination protection is assumed for infants.

b) We would like to make it possible for all guests with a physical disability to have a wonderful trip with us on board. Among other things, there are barrier free cabins and areas on board. Nevertheless, our trips are not fully suitable for people with reduced mobility. Upon request, TUI Cruises shall provide information on suitability, taking into account the needs of the customer. The customer must point out any special requirements at the time of booking.

c) For safety reasons, TUI Cruises reserves the right to allow deaf persons, blind persons, persons who have a visual acuity of no more than 5% of normal vision in spite of visual aids in their better eye, as well as guests who are permanently dependent on a wheelchair to only travel to their cabin together with an accompanying person of full age who is not physically or mentally impaired. Admission on trips without a corresponding accompanying person is made after reviewing the individual case.

d) For safety reasons and due to the increased risk of injury, guests who are permanently dependent on a wheelchair may not be able to go ashore in tender ports at the discretion of the captain (depending, among other things, on the weather and port situation).

16. MEDICAL CARE

a) A modern hospital with qualified ship's doctors, trained nurses and primarily German medication is located on every ship. Hospital services do not form part of the travel contract.

b) Treatment on the ship is treatment equivalent to visiting a doctor abroad (flag state of Malta). German fee guidelines and German health insurance do not apply on board. We therefore recommend that you take out private travel health insurance. Payment is made via the embarkation card; it is not possible to bill via insurance card. TUI Cruises cannot accept liability for reimbursement of the full treatment amount from your respective personal health insurance provider.

c) Extensive medical treatment on board is only possible to a limited extent. For example, the on-board hospital is not specially designed for caring for babies and small children. Furthermore, dialysis and dental treatments cannot be performed on board. In addition, the range in the on-board pharmacy is equipped for general illnesses as well as for initial emergency treatment. In a medical emergency, the patient is disembarked and taken ashore to a nearby hospital. The associated costs are borne by the patient. Guests who are undergoing medical treatment should carry their medical records with them.

17. JURISDICTION/ALTERNATIVE DISPUTE RESOLUTION

German law shall apply. If the customer is a consumer, the law applicable is determined by their habitual residence at the time the contract is concluded. If this is in Germany, German law applies. Customers residing abroad are entitled to bring legal action at their place of residence to the extent required by mandatory law. For business customers, the place of jurisdiction shall be the court in Hamburg competent for the subject-matter. The European Commission provides a platform for online resolution of consumer disputes at http://ec.europa.eu/consumers/odr. TUI Cruises does not participate in this or any other alternative dispute resolution procedure.

TOUR OPERATOR
TUI Cruises GmbH, Heidenkampsweg 58, 20097 Hamburg, Germany
Phone +49 40 60001-5000, Fax +49 40 60001-5100
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You can find our general terms and conditions at www.meinschiff.com/en/gtc

Form

to inform the traveller in the case of a package holiday in accordance with § 651a of the German Civil Code (Bürgerliches Gesetzbuch)

The combination of travel services you have been offered is a package holiday within the meaning of Directive (EU) 2015/2302.
You can therefore assert all the EU rights that apply to package holidays. The company TUI Cruises GmbH bears full responsibility for the proper performance of the entire package tour.

In addition, the company TUI Cruises GmbH has the legally required security for the reimbursement of your payments and, if transport is included in the package tour, to secure your return transport in the event of its insolvency.
Main rights under Directive (EU) 2015/2302

- Travellers shall receive all essential information about the package holiday before the conclusion of the package holiday contract.
- At least one trader is always liable for the proper provision of all travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point through which they can get in touch with the tour operator or travel agent.
- Travellers may transfer the package holiday to another person - within a reasonable period of time and possibly at additional cost.
- The price of the package holiday may only be increased if certain costs (e.g. fuel prices) increase and if this is expressly provided for in the contract. In any event, this may not occur less than 20 days prior to the start of the package travel, at the latest. If the price increase exceeds 8% of the package holiday price, the traveller may withdraw from the contract. If a tour operator reserves the right to increase the price, the traveller has the right to reduce the price if the corresponding costs decrease.
- Travellers may withdraw from the contract without paying a cancellation fee and receive a full refund of all payments if any of the essential elements of the package holiday other than the price are substantially altered. If the trader responsible for the package holiday cancels the package holiday before the start of the package holiday, travellers are entitled to a refund and possibly compensation.
- Travellers may withdraw from the contract without paying a cancellation fee if exceptional circumstances arise before the start of the package holiday, for example, if there are serious security problems at the destination which are likely to affect the holiday.
- In addition, travellers may withdraw from the contract at any time before the start of the package holiday against payment of a reasonable and justifiable cancellation fee.
- If, after the start of the package holiday, essential elements of the package holiday cannot be carried out as agreed, reasonable alternative arrangements shall be offered to the traveller at no extra cost. The traveller may withdraw from the contract without paying a cancellation fee (in the Federal Republic of Germany, this right is called ‘termination’) if services are not provided in accordance with the contract and this has a significant impact on the provision of the contractual package holiday services, and the tour operator fails to remedy the situation.
- The traveller is entitled to a price reduction and/or compensation if the travel services are not provided or not provided properly. The tour operator shall assist the traveller if the traveller is in difficulty.
- In the event of the insolvency of the tour operator or, in some Member States, the travel agent, payments shall be refunded. If the insolvency of the tour operator or, where relevant, the travel agent occurs after the start of the package holiday and the transport is part of the package holiday, the repatriation of the travellers shall be guaranteed. TUI Cruises GmbH has insolvency insurance with Deutscher Reisesicherungsfonds GmbH, Sachsische Strasse 1, 10707 Berlin, phone 030 78954770, **schadenmeldung@drsf.reise** or **kontakt@drsf.reise**, **www.drsf.reise**. Travellers can contact this company if they are denied services due to the insolvency of TUI Cruises GmbH.

Website where Directive (EU) 2015/2302 as transposed into national law can be found**: www.umsetzung-richtlinie-eu2015-2302.de**

Information sheet

On the processing of personal data at TUI Cruises GmbH in the context of travel operations.

This information sheet informs you about how we process the personal data you provide when registering for a trip. The protection of your personal data is a particularly important concern for us, both on land and on board. You make your own decisions about your data, as far as we do not absolutely need it for trip. You can find out what data we process and how in the context of the travel arrangements in the following overview:

Name and contact details of the controller of your personal data	TUI Cruises GmbH, Heidenkampsweg 58, 20097 Hamburg | Phone: +49 40 600 01-5000 | Fax: +49 40 600 01-5100, E-mail: **info@tuicruises.com** Managing directors authorised to represent the company: Wybcke Meier (Chair), Frank Kuhlmann	
Contact details of the data protection officer	TUI Cruises GmbH, Heidenkampsweg 58, 20097 Hamburg | Phone: +49 40 600 01-5000 | Fax: +49 40 600 01-5100, E-mail: **datenschutz@tuicruises.com**	
Categories of data concerned	Personal identification data and details; identification data issued by public services; communication data; immigration status; financial identification data; physical health status; image records	
Purposes and legal bases for processing your data	Purposes: ■ Planning and implementation of the trip you have booked ■ Transfer to the ports of embarkation and disembarkation as part of the trip you have booked (to third countries outside the EU, if applicable) ■ Transfer to local tour operators for shore excursions booked by you (to third countries outside the EU, if applicable) ■ Transfer to hotels and restaurants (to third countries outside the EU, if applicable) for pre-programmes and/or post-programmes ■ Transfer to airlines when booking an arrival and/or departure package (to third countries outside the EU, if applicable) ■ Documentation of medical treatment ■ Transmission to registry office in case of marriage on board ■ Use of telephone number/mobile phone number/e- mail address for customer services, i.e. in particular for advising you and answering your questions in connection with the booked trip ■ Processing of relevant data in response to and management of security incidents, malfunctions or other similar unforeseen occurrences on board. This can be of a medical or insurance-related nature, among other things. ■ Storage of name, telephone number and degree of relationship for information for emergencies ■ Recording and storage of a check-in photo and video recordings in publicly accessible areas on board ■ Use of address and e-mail address for commercial communication (post and e-mail)	Legal basis: ■ Processing for the performance of a contract (Art. 6 [1] [b] GDPR) ■ Processing for the performance of a contract (Art. 6 [1] [b] GDPR), transfer to a third country if applicable (Art. 49 [1] [b] GDPR) ■ Processing for the performance of a contract (Art. 6 [1] [b] GDPR), transfer to a third country if applicable (Art. 49 [1] [b] GDPR) ■ Processing for the performance of a contract (Art. 6 [1] [b] GDPR), transfer to a third country if applicable (Art. 49 [1] [b] GDPR) ■ Processing for the performance of a contract (Art. 6 [1] [b] GDPR), transfer to a third country if applicable (Art. 49 [1] [b] GDPR) ■ Processing for the fulfilment of a legal obligation (documentation and retention) ■ (Art. 6 [1] [c] GDPR, Section 10 of the [Model] Professional Code of Conduct for the German Medical Profession [(Muster-) Berufsordnung fur die deutschen Arztinnen und Arzte], MBO-A 1979) ■ Processing for the performance of a contract and a legal obligation (Art. 6 [1] [b] and [c] GDPR) ■ There is an overriding legitimate interest in being able to react to unforeseen events during the trip (Art. 6 [1] [f] GDPR). ■ Processing to protect vital interests (Art. 6 [1] [d] GDPR) ■ There is a legitimate interest in processing this data in order to inform relatives of unforeseen emergencies and, if necessary, to be able to initiate and/or coordinate measures in the interest of the traveller (Art. 6 [1] [f] GDPR). ■ Processing is necessary for the fulfilment of legal security requirements (Art. 6 [1] [c] GDPR). In addition, there is a legitimate interest for security reasons (Art. 6 [1] [f] GDPR). ■ Direct advertising for future trips by sending brochures and flyers with special travel offers by post is based on Art. 6 (1) (f) GDPR. Direct advertising in the context of an e-mail newsletter is based on consent (Art. 6 ■ [1] [a] GDPR, Section 7 [2] No. 3 of the German Act against Unfair Competition [Unlauterer Wettbewerbs-Gesetz, UWG]) or, in the case of existing customers, is based on Art. 6 (1) (f) GDPR.

Source, if the data is not collected from the data subject	Travel agencies
Recipients or categories of recipients of your data	Port authorities, Malta Registry Office, hotels, restaurants, airlines, shore excursion companies, shore excursion guides
Transfer of your data to a third country	We may transfer your personal data for the purpose of executing the travel contract concluded with you to the above-mentioned recipients in countries outside the scope of European data protection laws for which the European Commission has not established an adequate level of data protection. The transfer is necessary in particular to prepare for the trip and due to local legal requirements for registering passengers when docking at ports. Where necessary, separate data protection agreements are in place with service providers who support us in the implementation of the trip.
Duration of storage	■ We process and store your personal data within the scope of what is necessary for the duration of our business relationship, which also includes, as an example, the initiation and processing of a contract as well as the standard limitation period of 3 years for the defence against or assertion of legal claims. ■ In addition, we are subject to various storage and documentation obligations resulting from the German Commercial Code (Handelsgesetzbuch, HGB) or the German Fiscal Code (Abgabenordnung, AO), among others. The retention periods mentioned there are 6 to 10 years. During this time, the processing of the data is restricted. The obligation to keep records begins at the end of the calendar year in which the offer was made or the contract was fulfilled. For example, accounting documents relevant to commercial or tax law are kept for 10 years and documents relevant to contracts and tax law are kept for at least 6 years. ■ In legal matters involving lawyers, the associated data is stored for at least 6 years; in the case of enforcement orders, the storage period can be up to 30 years due to the statute of limitations. ■ If you have given us consent for a processing operation, the data related to the granting of consent will be stored for the duration of the processing operation and for a further 3 years after the termination of such within the scope of the statute of limitations. ■ Medical records are kept for a period of 10 years after completion of treatment, unless a longer retention period is required by law. ■ Photo and video surveillance data is stored until the purposes for which they are processed have been achieved, in particular ensuring safety on board and resolving incidents (e.g. investigation of suspected crime).
Information about your rights in relation to data	You have the right of access (Art. 15 GDPR), rectification (Art. 16 GDPR), erasure (Art. 17 GDPR), restriction of processing (Art. 18 GDPR) and data portability (Art. 20 GDPR). You also have a right to lodge a complaint with a data protection authority (Art. 77 GDPR). However, if you have any questions or complaints, please contact our company data protection officer at **datenschutz@tuicruises.com i**n the first instance. In the event that you have given us consent for the processing of your personal data, you may withdraw this consent at any time with effect for the future (Art. 7 [3] GDPR). Any processing that has taken place up to the time of the withdrawal shall remain unaffected by the withdrawal. If you wish to withdraw your consent, please contact us at the above address or at **datenschutz@tuicruises.com** stating your customer number and name
Right of objection	Provided that the conditions set out in Art. 21 of the GDPR are met, you may object to the processing of your personal data
Necessity of providing your data	The provision of your personal data, in particular for it to be transferred to port authorities, hotels and airlines in third countries, is necessary for the conclusion of a contract, as otherwise we cannot provide the services owed under the contract. A legal obligation to provide the data may result from residence law provisions. Automated decision-making including profiling according to Art. 22 GDPR does not take place.
Further processing of your data for other purposes	We do not intend to further process your personal data for other purposes.
Notice of your right to object to direct advertising	If you no longer wish to receive commercial communications by post or e-mail that are tailored to your interests, you can object to this at any time, free of charge and with effect for the future. In case of objection, please use the above address or **datenschutz@tuicruises.com**

If you have any further questions or concerns in relation to your personal data, please contact us using the details above. You can find our comprehensive data protection information at **www.meinschiff.com/en/data-protection**

We hope you have a wonderful trip with many unforgettable moments.

TUI Cruises GmbH | Date: November 2026