

ENTRY, DATA PROTECTION AND LEGAL INFORMATION

tour operator. Claims can also be asserted through the travel agent if the package holiday was booked through said travel agent. It is advisable to assert claims on a durable medium.

12.2. The period resulting from 12.1. also applies to the notification of damage to baggage or delays in delivering baggage in connection with flights as set out in 10.4. if warranty rights (Sections 651c(3), 651d, 651e(3,4) BGB) are asserted. Claims for damages must be reported within seven days in the case of damaged baggage. Claims for damages due to late arrival of the baggage must be made within 21 days after delivery.

12.3. Abatement claims and claims for compensation should only be asserted against A-ROSA Flussschiff GmbH at the following address: A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany. The customer is strongly encouraged to assert claims in writing.

12.4 A-ROSA Flussschiff GmbH emphasises in relation to the Act on consumer dispute resolution that it does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for tour operators after these Terms and Conditions of Travel are printed, A-ROSA Flussschiff GmbH shall inform the customer of this in a suitable form. For all travel contracts concluded in electronic business transactions, A-ROSA Flussschiff GmbH refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

13. PASSPORT, VISA AND HEALTH REGULATIONS

13.1 Every traveller on A-ROSA river cruise liners must carry a valid identity card or passport. All children (from the time of their birth) must have their own travel document for travel abroad (see Entry Regulations on page 55).

13.2. A-ROSA Flussschiff GmbH will inform nationals of Member States of the European Community in which the cruise is offered about the relevant passport, visa and health regulations before the contract is concluded and about any changes to these regulations before departure. For nationals of other states the appropriate consulate will provide information. In providing this information, it is assumed that there are no peculiarities relating to the person of the customer and any fellow travellers (e.g. dual citizenship, statelessness).

13.3. A-ROSA Flussschiff GmbH will inform the customer about any changes to the regulations set out in the cruise description before the contract is concluded.

13.4. The customer is responsible for obtaining and carrying the officially required travel documents, for any necessary vaccinations and for adherence to customs and foreign currency regulations. Any disadvantages which arise as a result of non-adherence to these regulations, e.g. the payment of cancellation costs, will be charged to the customer. This does not apply if A-ROSA Flussschiff GmbH failed to provide information or the information provided was insufficient or incorrect.

13.5. The customer must provide A-ROSA Flussschiff GmbH all personal data (manifest data) required for the cruise six weeks before the start of the cruise at the latest and must ensure that the manifest data conform to the data in the travel documents. When booking from six weeks before the start of the cruise, the manifest data must be provided immediately.

13.6. A-ROSA Flussschiff GmbH is not liable for the timely issue and delivery of any necessary visas by the respective diplomatic mission if the customer has requested the tour operator to obtain such visas unless it has culpably violated its own obligations.

14. ASSIGNMENT, VALIDITY OF TERMS AND CONDITIONS

14.1. Without the consent of A-ROSA Flussschiff GmbH, the customer cannot transfer (assign) claims against A-ROSA Flussschiff GmbH to third parties in part or in whole. This does not apply between the customer and relatives travelling with him/her or people for whom the customer has assumed an obligation in accordance with 1.6.

14.2. These Terms and Conditions of Travel and all information in the A-ROSA catalogue 2020 are correct and up to date as of March 2019. They apply to all trips in the A-ROSA catalogue 2020 with A-ROSA Flussschiff GmbH and replace any previous versions or editions relating to A-ROSA trips.

15. APPLICABLE LAW AND JURISDICTION

15.1 German law applies exclusively to the contractual relationship between the customer and A-ROSA Flussschiff GmbH. Insofar as German law is fundamentally not applicable to actions brought by the customer against A-ROSA Flussschiff GmbH abroad

for the liability of A-ROSA Flussschiff GmbH, German law shall apply exclusively with regard to the legal consequences, especially in relation to the nature, scope and amount of the customer's claims.

15.2. Customers may only bring action against A-ROSA Flussschiff GmbH at its registered office in Rostock. For action brought by A-ROSA Flussschiff GmbH against customers, the customer's place of residence is decisive. Rostock is agreed as the place of jurisdiction for action brought against customers who are merchants, legal entities under public or private law or persons whose place of residence or usual abode is abroad or whose place of residence or usual abode is unknown at the time the action is filed.

15.3 The above provisions do not apply:

- if and insofar as the contractually mandatory provisions of international agreements applicable to this contractual relationship provide otherwise in favour of the customer, or
- if and insofar as mandatory provisions of an EU Member State where the customer is a citizen that are applicable to the travel contract are more favourable for the customer than these provisions or the corresponding provisions under German law.

16. DUTY TO PROVIDE INFORMATION ABOUT THE IDENTITY OF THE PERFORMING AIRLINE

The EU directive concerning the information of flight passengers about the identity of the performing airline obliges A-ROSA Flussschiff GmbH to inform the customer at the time of booking about the identity of the performing airlines with regard to all flight services in connection with the cruise booked. If the performing airline has not been decided upon at the time of booking, A-ROSA Flussschiff GmbH is obliged to inform the customer about the airline or airlines which will probably perform the flight. As soon as A-ROSA Flussschiff GmbH knows which airline will perform the flight, it must inform the customer. If the airline that the customer has been told will perform the flight changes, A-ROSA Flussschiff GmbH must inform the customer about this change. It must immediately take all reasonable steps to ensure that the customer is informed as quickly as possible about the change. The list of airlines banned within the EU (Blacklist) can be viewed at the following internet page: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm

ENTRY REQUIREMENTS

The following information applies to citizens of the nations of the European Union at the time of publication. They are subject to the following customs provisions of the Schengen Agreement. The carrying of weapons (knives, firearms, etc.), ammunition, explosive/flammable items and drugs on board is forbidden. Please note that individual countries have different provisions in relation to the import and export of goods and/or foreign exchange. If necessary, please contact your consulate to learn more about the regulations.

TRAVEL DOCUMENTS

Citizens of the nations of the European Union require a valid identity card or passport for travel. Entries for children in the passports of parents are not valid and no longer entitle the child to cross borders. Therefore, all children (from birth) must have their own travel document when travelling to other countries. Citizens of other countries should check with their relevant consulate regarding any visas or other entry documents that may be required. The following applies for all countries visited: personal items can be imported duty-free. The possession of drugs and intoxicants is subject to punishment with prison sentences or high fines, as is the import of pornographic material.

HEALTH REGULATIONS

Vaccinations are not mandatory. Children should be vaccinated according to their age and the immunisation schedule. Tetanus/polio/diphtheria: if these vaccinations were carried out more than ten years ago, a booster is recommended; this also applies in the case of hepatitis A vaccinations. Remember to bring effective protection to prevent and treat insect bites (especially in the Danube delta) and sunscreen with a high sun protection factor. Important: Travellers should find out more about infection and vaccination protection measures and other prophylactic measures in good time and seek medical advice if necessary.

DATA PROTECTION INFORMATION

The protection and the security of your data in terms of the EU General Data Protection Regulation (GDPR) and other data protection regulations is particularly important to us. A-ROSA collects and processes your personal information in order to provide you with our offers and professional service. For this purpose, information such as your surname, first name, address, telephone number and, where applicable, email address and credit card number are collected. In addition, in accordance with international registration regulations, we require your information which we have requested separately in the Ship manifest data form for cross-border passage. As the information may also refer to accompanying persons, we ask you to ensure that this information is collected with the consent of the accompanying persons. You can give us your consent on the Ship manifest data form to use your information to create a personal user profile,

which we will use to send you personalised product information based on the aforementioned form. If you no longer wish to receive this information, for which you have already given us your consent, please confirm this in writing to A-ROSA Flussschiff GmbH, data protection officer, Loggerweg 5, 18055 Rostock, Germany, or by email to datenschutzbeauftragter@a-rosa.de. Your data will not be shared with third parties, unless it is necessary for the purposes of processing your order or is legally required. To protect your data from unauthorised access, we have taken extensive technical and operational security precautions, which are regularly examined and updated.

LEGAL INFORMATION

Place of business: A-ROSA Flussschiff GmbH
Loggerweg 5, 18055 Rostock, Germany, www.rosa-cruises.com
Concept and design: Philipp und Keuntje GmbH
Bei St. Annen 2, 20457 Hamburg, Germany
Printing: BEISNER DRUCK GmbH & Co. KG
Müllerstraße 6, 21244 Buchholz/Nordheide, Germany
Photographers: Gunther Intelmann, Andrea Küppers, Arne Müller, Thilo Müller, Christian Postl, Piet Truhlar, Michael Winkelmann, Daniel Flaschar, Ulla Keienburg, Steffen Hoef, Tom Kohler
Photographs: DuMont image archive/Photographer R.Gerth/ Photographer Johann Scheibner/ Photographer Thomas Schulze, Getty Images, iStock, Shutterstock, Thinkstock, Tourismus & Congress GmbH Region Bonn/Rhein-Sieg/ Ahrweiler, Photo Tex Drieschner: matthias.k Photography
Date: March 2019. Subject to change.

RIGHT OF REVOCATION

A-ROSA Flussschiff GmbH mentions that according to legal regulations (sections 312 (7), 312g (2) sentence 1 no. 9 of the German Civil Code) for travel contracts in accordance with sections 651a and 651c of the German Civil Code (from 1/7/2018), which were concluded by means of distance selling (letters, catalogues, telephone calls, faxes, emails, messages sent via mobile phone [SMS] and broadcasting, telemedia and online services), there is no right of revocation, but only the statutory withdrawal and cancellation rights, in particular the right of withdrawal according to section 651h of the German Civil Code (see also item 5). However, there is a right of revocation if the contract for travel services according to section 651a of the German Civil Code was concluded outside of business premises unless the verbal negotiations on which the conclusion of the contract was based were conducted based on previous orders placed by the consumer; there is no right of revocation in the latter case.

A-ROSA

PACKAGE TRAVEL DIRECTIVE

Form for informing the traveller in the case of a package holiday pursuant to Section 651a of the German Civil Code.

The combination of travel services offered to you is a package holiday as defined by Directive (EU) 2015/2302.

You can therefore make use of all EU rights applicable to package holidays. The company A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany, bears all responsibility for the proper execution of the entire package holiday.

The company A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany, also has the insurance prescribed by law for reimbursing your payments and, if transport is included in the package holiday, for ensuring your return transport in the event of its insolvency.

MOST IMPORTANT RIGHTS IN ACCORDANCE WITH DIRECTIVE (EU) 2015/2302:

- Travellers will receive all key information on the package holiday before the package holiday contract is concluded.
- At least one company is always liable for the proper provision of all services included in the contract.
- Travellers will receive an emergency telephone number or details of a contact point through which they can contact the tour operator or the travel agency.
- Travellers may transfer the package holiday to another person within a reasonable period and, depending on the circumstances, at additional cost.
- The price of the package holiday may only be increased if certain costs (e.g. fuel prices) increase and this is expressly provided for in the contract; any increase may only be implemented up to 20 days before the start of the package holiday. If the price increase exceeds 8% of the price of the package holiday, the traveller may cancel the contract. If a tour operator reserves the right to increase the price, the traveller has the right to a price reduction if the relevant costs fall.
- Travellers may cancel the contract without paying a cancellation fee and be reimbursed all payments in full if one of the key elements of the package holiday changes substantially, apart from the price. If the company responsible for the package holiday cancels the package holiday before the start of the holiday, travellers are entitled to reimbursement and, depending on the circumstances, compensation.
- Travellers may cancel the contract without paying a cancellation fee if extraordinary circumstances occur before the start of the package holiday, for example, if there are serious safety problems at the destination that are expected to adversely affect the package holiday.
- Travellers may also cancel the contract at any time before the start of the package holiday against payment of a reasonable and proportionate cancellation fee.
- If key elements of the package holiday cannot be executed as agreed after the start of the package holiday, the traveller shall be offered different, suitable arrangements at no extra cost. The traveller may cancel the contract without paying a cancellation fee (this right is known as termination in the Federal Republic of Germany) if services are not rendered in accordance with the contract and this has significant effects on the provision of contractual package holiday services and the tour operator fails to provide a remedy.
- The traveller is entitled to a price reduction and/or compensation if the travel services are not rendered properly or at all.
- The tour operator shall assist the traveller when the latter experiences difficulties.
- Payments shall be reimbursed in the event of the tour operator's or – in some Member States – the travel agent's insolvency. If the tour operator or, where relevant, the travel agent becomes insolvent after the start of the package holiday and transport is part of the package holiday, the return transport of the travellers shall be guaranteed. A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany, has taken out insolvency insurance with Swiss Re International SE, Niederlassung Deutschland. Travellers may contact this establishment (Swiss Re International SE, Niederlassung Deutschland, MesseTurm, 60308 Frankfurt, tel.: +49 69/76725 5124; email: Andreas_Renner@swissre.com) or, where applicable, the competent authority if they are refused services on account of the insolvency of A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany.

