

# Entry requirements.

The following information relates to nationals of the Member States of the European Union at the time of going to press. The customs regulations set out in the Schengen Agreement apply to them. Carrying weapons (knives, firearms etc), ammunition, explosive/flammable substances and drugs on board is prohibited. Please note that the individual countries have different requirements regarding the import and export of goods and/or foreign currency. As and when required, your consulate will inform you about the regulations.

## TRAVEL DOCUMENTS

For the journeys Danube Delta, Danube Delta from Passau, Danube Delta from Bucharest, Danube Delta Intensive from Frankfurt, Danube Delta Intensive from Bucharest, nationals of European Union countries must be in possession of a

passport that is valid for at least a further six months after the start of the cruise. For the other cruises, nationals of the European Union countries require a valid identity card or passport. Children up to the age of 16 must be included in their parents' passport or have their own children's identity card which states their nationality. Citizens of other countries should please contact their relevant consulate about any visas or other entry documents that may be required.

## THE FOLLOWING APPLIES TO ALL THE COUNTRIES VISITED

Items for your own personal use may be imported duty-free. The possession of drugs and intoxicating substances is punishable by imprisonment and heavy fines, as is also the importation of pornographic materials.

## HEALTH REGULATIONS

Vaccinations are not compulsory. Children should have vaccination protection appropriate to their age according to the vaccination schedule. Tetanus/Polio/Diphtheria: if your last vaccination against these diseases was more than 10 years ago, a booster is recommended; the same applies to vaccinations against Hepatitis A. Do not forget to bring effective means of preventing and treating insect bites (particularly in the Danube Delta) as well as high factor sun protection.

## IMPORTANT ADVICE

Travellers should obtain information in good time regarding vaccinations and protection against infection as well as other prophylactic measures; if necessary, medical advice should be sought.

# A-ROSA Conditions of Travel.

## GENERAL TERMS AND CONDITIONS 2011

Insofar as they are effectively agreed upon, these terms and conditions shall constitute a component of the travel contract entered into between the customer and A-ROSA Flussschiff GmbH. They are supplementary to the legal provisions set out in Sections 651a - m of the German Civil Code (BGB) and fulfil the information provision requirements for tour operators under Sections 4-11 of the German Civil Code Ordinance on the Duty to Provide Information and Proof (BGB-InfoV).

## 1. CONCLUSION OF THE TRAVEL CONTRACT / CUSTOMERS' OBLIGATIONS

- 1.1. By making a booking (registering to travel) the customer bindingly offers A-ROSA Flussschiff GmbH the conclusion of a travel contract. The basis of this offer consists in the cruise advertisement and the supplementary information provided by A-ROSA Flussschiff GmbH about the respective cruise, insofar as this is available to the customer.
- 1.2. Travel agents (e.g. tourist offices) and service providers (e.g. hotels, transport companies) are not authorised by A-ROSA Flussschiff GmbH to enter into agreements, provide information or make assurances which alter the agreed content of the travel contract, go beyond the contractually agreed services provided by A-ROSA Flussschiff GmbH or are at variance with the cruise advertisement.
- 1.3. Destination and hotel brochures as well as internet advertisements which are not issued by A-ROSA Flussschiff GmbH shall not be binding upon A-ROSA Flussschiff GmbH and its duty to perform, unless they have become part of the cruise description or fall within A-ROSA Flussschiff GmbH's duty to perform as a result of an explicit agreement with the customer.
- 1.4. The booking can be made orally, in writing, by telephone or fax, or by electronic means (email, internet). In the case of electronic bookings, A-ROSA Flussschiff GmbH will immediately confirm receipt of the booking application by electronic means. This confirmation of receipt does not yet constitute confirmation of the booking.
- 1.5. The customer must vouch for all the contractual obligations of the persons for whom he is making the booking, as well as his own, insofar as he has assumed this obligation by making an explicit and separate declaration.
- 1.6. The contract shall come into being once A-ROSA Flussschiff GmbH has declared its acceptance of the booking. This shall not require any particular form. Upon or immediately after conclusion of the contract, A-ROSA Flussschiff GmbH shall send the customer written confirmation of the cruise booking. The company shall not be obliged to do this if the booking is made by the customer less than seven working days before the start of the cruise.
- 1.7. Should the content of the booking acceptance declaration from A-ROSA Flussschiff GmbH differ from the content of the booking, a new offer from A-ROSA Flussschiff GmbH shall be deemed to have been made, which shall be binding on the company for a period of 10 days. The contract shall come into being on the basis of this new offer if within the period designated as binding on A-ROSA Flussschiff GmbH the customer declares his acceptance through explicit declaration, part payments or payment of outstanding amounts.

## 2. PAYMENT

- 2.1. A-ROSA Flussschiff GmbH is only permitted to demand or accept payments for the travel price before the end of the cruise if a risk coverage certificate has been issued to the customer. After conclusion of the contract and issue of the risk coverage certificate, a part payment amounting to 20% of the travel price shall be due for payment. The

outstanding amount shall fall due 30 days before the start of the cruise insofar as the risk coverage certificate has been issued and the cruise can no longer be cancelled for the reasons set out in 5.2. When the part payment has been made, the full premium for an insurance policy brokered by A-ROSA Flussschiff GmbH shall fall due.

- 2.2. If the customer has not made the part payment and/or the outstanding payment by the agreed due dates, A-ROSA Flussschiff GmbH shall be entitled, after issuing a reminder and setting a final deadline, to cancel the travel contract and charge the customer cancellation costs as set out in 7.2 sentence 2 to 7.5.

- 2.3. After full payment for the cruise, but no earlier than three weeks before the start of the cruise, the customer will be issued with his travel documents.

## 3. SERVICES AND PRICES

- 3.1. The scope of the services which A-ROSA Flussschiff GmbH is obliged to perform is set out in the contents of the booking confirmation in association with the catalogue or cruise description valid at the time of the cruise, subject to all the information and explanations contained therein, including any individual agreements.
- 3.2. Connecting journeys by train/coach/plane must be organised and booked by the customer himself. Upon request, A-ROSA Flussschiff GmbH is prepared to act as an agent for arranging such connecting journeys.
- 3.3. Any concessions arising from the age of the customer shall be based on the customer's age on the date of the start of the cruise.

## 4. CHANGES TO SERVICES AND PRICES

- 4.1. Changes to the agreed content of the travel contract which become necessary after the conclusion of the contract shall be permitted as long as the changes are not of major significance, do not lead to a substantial change in the service provided and do not impair the overall nature of the cruise booked. Changes include, for example, transfer to a structurally identical ship belonging to the same shipping company, and alterations to departure times and/or routes on river cruises as a result of unforeseeable high or low water levels (for safety or weather reasons). The alterations may result in parts of the route being completely or partly cancelled or being covered by other means of transport, and in excursion programmes being cancelled or altered; in exceptional cases overnight stays in hotels may be necessary.
- 4.2. Any warranty claims shall remain unaffected insofar as the changed services are deficient. A-ROSA Flussschiff GmbH is obliged to inform the customer about changes to services without delay. In the event of a substantial change to an integral travel service, the customer shall be entitled to cancel the travel contract without charge or to demand participation in a cruise of at least the same value, provided that A-ROSA Flussschiff GmbH is in a position to offer the customer such a cruise without additional charge from among those it has on offer. The customer must contact A-ROSA Flussschiff GmbH to assert these rights without delay after A-ROSA Flussschiff GmbH has provided information about the change to the travel service or the cancellation of the cruise.
- 4.3. If the carriage costs, in particular fuel costs, increase in relation to those which existed at the time of the conclusion of the travel contract, A-ROSA Flussschiff GmbH will increase the price of the cruise in accordance with the following calculation:
  - a) In the case of an increase relating to an individual seat, A-ROSA Flussschiff GmbH may demand an increased amount from the customer.
  - b) In other cases, the additional amount demanded by the transport company per means of transport will be divided by

the number of seats on the agreed means of transport. A-ROSA Flussschiff GmbH may demand from the customer the increased amount for an individual seat calculated in this way.

- 4.4. If charges such as port or airport fees which existed at the time the contract was concluded are increased to the detriment of A-ROSA Flussschiff GmbH, the price of the cruise may be increased by a corresponding proportional amount.

- 4.5. Such increases shall only be permissible insofar as the period between the conclusion of the contract and the agreed date of the cruise is longer than four months and the circumstances leading to the increase had not occurred before the contract was concluded and were unforeseeable for

A-ROSA Flussschiff GmbH at the time the contract was concluded. In the event of a later change to the price of the cruise, the tour operator must inform the traveller without delay. Price increases after the 20th day before the start of the cruise shall be invalid. If the price increases by more than 5 %, the traveller shall have the right to cancel the contract without charge or demand participation in a cruise of at least the same value, provided that the tour operator is in a position to offer the customer such a cruise without additional charge from among those it has on offer. After being informed by the tour operator about the price increase, the customer shall be obliged to assert this right without delay.

## 5. CANCELLATION BY A-ROSA FLUSSSCHIFF GMBH AND CANCELLATION OF THE CONTRACT OWING TO THE MINIMUM NUMBER OF PARTICIPANTS NOT BEING REACHED

- 5.1. A-ROSA Flussschiff GmbH may cancel the travel contract without notice if, despite warnings from A-ROSA Flussschiff GmbH, the traveller continually causes disturbances or behaves in violation of the contract to such a degree that the immediate cancellation of the contract is justified. If A-ROSA Flussschiff GmbH cancels the contract, it retains its claim to the travel price; it must, however, take into account the value of any savings in expenses as well as any benefits that may accrue through alternative utilisation of services not utilised by the person concerned, including any amounts refunded by the respective service providers. In these cases, the staff employed by A-ROSA Flussschiff GmbH and the ship's crew are explicitly authorised to protect the interests of A-ROSA Flussschiff GmbH.
- 5.2. If the minimum number of participants (110 persons) specified in the cruise offer is not reached, A-ROSA Flussschiff GmbH may cancel the travel contract up to 35 days prior to the starting date of the cruise. A-ROSA Flussschiff GmbH is obliged to inform the traveller that the precondition for the cancellation of the cruise has been met as soon as this situation arises and to send him the cancellation declaration without delay. If the cruise does not take place for this reason, any payments made by the customer towards the cost of the cruise will be refunded without delay.

## 6. BAGGAGE AND ANIMALS ON BOARD VESSELS OPERATED BY A-ROSA FLUSSSCHIFF GMBH

Baggage must contain only items for passengers' personal use. In particular, travellers are not permitted to bring drugs, weapons, ammunition or explosive/flammable substances onto the riverboats. In accordance with international agreements, any drug offences will be reported to the local authorities. Animals are not permitted to be taken on board A-ROSA riverboats.

## 7. CANCELLATION BY THE CUSTOMER BEFORE THE START OF THE CRUISE /CANCELLATION COSTS

7.1. The customer may cancel the cruise at any time before departure. The date when the declaration of cancellation is received by A-ROSA Flussschiff GmbH shall be decisive. The customer is urgently recommended, in his own interests and for purposes of furnishing proof, to make any cancellation declaration in writing.

7.2. If the customer cancels before the start of the cruise or does not begin the cruise, A-ROSA Flussschiff GmbH loses its claim to the travel price. In lieu of this, A-ROSA Flussschiff GmbH may, insofar as the cancellation is not its responsibility or the result of force majeure, demand reasonable compensation for the travel preparations effected and for expenses incurred up to the date of the cancellation in proportion to the respective travel price. In the event of cancellation by the customer, a percentage rate of compensation for travel preparations effected and expenses incurred shall become payable, the amount of which depends on the date when the cancellation declaration is received. We therefore recommend that any cancellation declaration be made in writing. The percentage rate of compensation is calculated as follows:

a) Standard rate for A-ROSA SELECT prices

- up to 30 days before departure 20 %
- 29 to 22 days before departure 40 %
- 21 to 15 days before departure 60 %
- 14 to 7 days before departure 70 %
- 6 days to 1 day before departure 80 %
- Cancellation on the departure date or no-show 90 %

b) Special rate for A-ROSA SMART prices

- up to 30 days before departure 30 %
- 29 to 22 days before departure 50 %
- 21 to 15 days before departure 70 %
- 14 to 7 days before departure 75 %
- 6 days to 1 day before departure 80 %
- Cancellation on the departure date or no-show 90 %

c) Special rate for A-ROSA SPONTAN prices

- up to 30 days before departure 40 %
- 29 to 22 days before departure 55 %
- 21 to 15 days before departure 65 %
- 14 to 7 days before departure 75 %
- 6 days to 1 day before departure 80 %
- Cancellation on the departure date or no-show 90 %

d) For additional themed packages with a separate booking code, such as golf packages, and also for arrival and departure arrangements and extended stays in hotels, the standard rate shall apply (7.2.a.).

7.3. Up to the commencement of the cruise the traveller may demand that a third person enter into the rights and obligations arising from the travel contract in his place. A-ROSA Flussschiff GmbH may refuse to accept substitution by the third party if he or she does not satisfy the specific travel requirements or if statutory provisions or administrative orders stand in the way of his or her participation. If a third party enters into the contract, that person and the traveller shall be jointly and severally liable to A-ROSA Flussschiff GmbH in respect of the travel price and any additional costs arising from such substitution. For the substitution of a passenger A-ROSA Flussschiff GmbH will charge an additional fee of € 50.00 per person for the cruise only. Costs arising from the substitution in respect of any additional services that may have been booked (flights etc) will be charged in full to the person making the booking.

7.4. A-ROSA Flussschiff GmbH reserves the right to demand higher, specific compensation in place of the above standard rates insofar as A-ROSA Flussschiff GmbH can prove that it has incurred significantly higher expenses than the applicable standard rate. In this case A-ROSA Flussschiff GmbH is obliged to specifically quantify and prove the amount of compensation demanded, taking into account the expenses saved and the possible alternative utilisation of the travel services.

7.5. In either case the customer is at liberty to prove to A-ROSA Flussschiff GmbH that it has incurred no loss or a significantly lower loss than the standard rate charged.

## 8. CHANGES TO BOOKINGS

After conclusion of the contract, the customer does not have any entitlement to changes in respect of the date of the cruise, the destination, the place of departure, the accommodation or the means of transport (changes to bookings). If any changes to the booking are nevertheless made at the request of the customer, A-ROSA Flussschiff GmbH is entitled to make a charge per traveller for changes to the bookings within the periods set out below. This charge is as follows:

8.1. Changes to bookings up to 30 days before departure For changes to bookings up to 30 days before the start of the cruise, the following shall apply:

a) Bookings in the price category A-ROSA SELECT: First change in booking free of charge, for each further change a cost of € 25.00 applies, insofar as the changes to the booking are made within A-ROSA SELECT and it is a firm booking. For changes of bookings from A-ROSA SELECT to A-ROSA SMART, the charge increases to € 150.00 per person and for changes of bookings to A-ROSA SPONTAN the charge increases to € 300.00 per person.

b) Bookings in the price category A-ROSA SMART: € 150.00 per person, insofar as the changes to the bookings are made within A-ROSA SMART and it is a firm booking. For changes of bookings from A-ROSA SMART to A-ROSA SPONTAN the charge increases to € 300.00 per person.

c) Bookings in the price category A-ROSA SPONTAN: For changes to the bookings in A-ROSA SPONTAN a booking alteration fee of € 300.00 per person will be charged.

d) Flight-inclusive bookings: For changes to flight-inclusive bookings the charge specified in 8.1. a)–c) will be increased by € 80.00 per person.

8.2. Changes to bookings less than 30 days before the start of the cruise

Any desired changes to the bookings which are requested 29 or fewer days before departure can be made, to the extent that they are possible at all, only after the customer has withdrawn from the travel contract under the existing conditions and simultaneously made a new booking. This shall not apply to changes to bookings that give rise to only minor costs.

8.3. Standard charges for administration, cancellation and changes to bookings fall due immediately.

## 9. UNUSED SERVICES

If the customer does not utilise certain travel services that have been offered in the proper way owing to reasons which are his own responsibility (e.g. his leaving the cruise prematurely or other compelling reasons), he shall not be entitled to claim a refund of a proportional amount of the travel price. A-ROSA Flussschiff GmbH will seek to obtain a refund of the expenses saved by the service provider. This obligation shall not apply if the services in question are of negligible significance or if statutory or administrative regulations prevent a refund.

## 10. THE CUSTOMER'S OBLIGATION TO PROVIDE ASSISTANCE

10.1. Notification of impaired performance  
If the cruise is not executed in compliance with the contract, the customer may demand redress. However, the customer is obliged to notify A-ROSA Flussschiff GmbH of any deficiencies in the cruise without delay. If he fails to do so through his own fault, the travel price will not be reduced. This shall only not apply if such notification evidently has no prospect of success or is not feasible for other reasons. The customer is obliged to notify the tour guide at the holiday destination about the deficiency without delay. If there is no tour guide at the holiday destination, any deficiencies in the cruise must be reported to A-ROSA Flussschiff GmbH at its headquarters. The customer will be given information on how the tour guide and/or A-ROSA Flussschiff GmbH can be contacted in the specification of services provided or, at the latest, along with his travel documents. The tour guide is authorised to take steps to remedy the situation, if possible. However, he or she is not authorised to recognise the customer's claims.

10.2. Notification period prior to cancellation  
If the customer wishes to cancel the travel contract owing to a deficiency of the type set out in Section 615c of the German Civil Code (BGB) pursuant to Section 615e BGB or for an important reason evident to A-ROSA Flussschiff GmbH on account of unacceptability, he must allow A-ROSA Flussschiff GmbH a reasonable time period for taking remedial action. This shall only not apply if remedial action is impossible or A-ROSA Flussschiff GmbH refuses to take such action or if the immediate cancellation of the contract is justified in view of a special interest of the customer that is evident to A-ROSA Flussschiff GmbH.

10.3. Damage to and late arrival of baggage  
In the event of damage to or late delivery of baggage from flights, A-ROSA Flussschiff GmbH urgently recommends that the customer notify the relevant airline immediately at the airport by submitting a Property Irregularity Report (P. I. R.). Airlines generally refuse to make refunds if such a P.I.R. has not been submitted. Where baggage has been damaged, the P.I.R. must be submitted within seven days after receipt of the baggage and in the case of late arrival within 21 days. In addition, the loss, damage or misdirection of baggage must be reported to the tour guide or the local representative of A-ROSA Flussschiff GmbH.

10.4. Travel documents

The customer must inform A-ROSA Flussschiff GmbH if he does not receive the necessary travel documents (e.g. flight tickets, hotel vouchers) within the period of time set by A-ROSA Flussschiff GmbH.

## 11. EXCLUSION OF CLAIMS

Claims on account of failure to execute the cruise in compliance with the contract must be filed by the customer within one month after the contractually agreed cruise completion date. Claims against A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock may only be filed within the said time period. After the expiry of this period, the customer may only file claims if he has been prevented from adhering to the time limit by circumstances that were beyond his control. This time limit also applies to the notification of damage to baggage or delays in delivering baggage in connection with flights as set out in 10.3. if warranty rights arising from Section 651 c subsection 3, 651

d, 651 e subsections 3 and 4 of the German Civil Code are claimed.

## 12. LIMITATION OF LIABILITY

12.1. The contractual liability of A-ROSA Flussschiff GmbH for loss or damage that is not bodily injury is limited to three times the amount of the travel price, a) to the extent that the loss or damage incurred by the customer is attributable neither to wilful conduct nor to gross negligence, or b) to the extent that A-ROSA Flussschiff GmbH is responsible for the loss or damage incurred by the customer only through the fault of a service provider.

12.2. The delictual liability of A-ROSA Flussschiff GmbH for damage to property that is not attributable to either wilful conduct or gross negligence is limited to three times the amount of the travel price. Any claims above this amount in connection with baggage under the Montreal Convention shall not be affected by this limitation.

12.3. A-ROSA Flussschiff GmbH is not liable for impairments of performance, personal injury or property damage in connection with services for which it has merely acted as an agent (e.g. excursions, sports events, theatre visits, exhibitions, transport services from and to the place of departure and destination) if these services are explicitly specified in the cruise advertisement and the booking confirmation as external services, citing the contractual partner, in such a way that the customer has been clearly informed that these services are not within the scope of the services provided by A-ROSA Flussschiff GmbH. However, AROSA Flussschiff GmbH is liable

a) for services which include transportation of the customer from the specified place of departure to the specified destination, interim transportation during the cruise and accommodation during the cruise, b) if and to the extent that the loss or damage incurred by the customer is attributable to A-ROSA Flussschiff GmbH's violation of its obligations in respect of information, explanation or organisation.

12.4. Insofar as A-ROSA Flussschiff GmbH is the contractual or performing carrier as regards the cruise, or is deemed to be such in accordance with statutory provisions, A-ROSA Flussschiff GmbH is liable in the case of compensation claims for personal injury or damage to baggage under specific statutory regulations (in particular the German Commercial Code [HGB] and the appendix to Section 664 HGB and the Inland Navigation Act).

## 13. PASSPORT, VISA AND HEALTH REGULATIONS

13.1. Every traveller on A-ROSA river cruise liners must carry a valid identity card. For the journeys to the Danube Delta, a passport that is valid for at least a further six months on the date of departure is also required (see Entry Regulations on page 84 in the prices section).

13.2. The tour operator 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 the tour operator failed to provide information or the information provided was insufficient or incorrect.

13.5. 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. STATUTE OF LIMITATIONS

14.1. Customers' claims under Sections 651c to f BGB on account of damage to life, body or health which is attributable to wilful or grossly negligent violation of obligations on the part of A-ROSA Flussschiff GmbH or any legal representatives or performing agents of A-ROSA Flussschiff GmbH shall be statute-barred after two years. This also applies to claims for compensation in respect of other loss or damage which is attributable to wilful or grossly negligent violation of obligations on the part of A-ROSA Flussschiff GmbH or any legal representatives or performing agents of A-ROSA Flussschiff GmbH.

14.2. All other claims under Sections 651c to f BGB shall be statute-barred after one year.

14.3. The limitation period in 14.1. and 14.2. begins on the day following the contractually agreed cruise conclusion date.

14.4. If legal proceedings are pending between the customer and A-ROSA Flussschiff GmbH concerning the claim or the circumstances on which the claim is based, the limitation period shall be suspended until the customer or A-ROSA Flussschiff GmbH refuses to continue the proceedings. The limitation period begins no earlier than three months after the end of the suspension.

#### **15. 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 "Black List" can be viewed on the following internet page: <http://air-ban.europa.eu>.

#### **16. CHOICE OF LAW AND PLACE OF JURISDICTION**

16.1. The contractual relationship between the customer and A-ROSA Flussschiff GmbH is subject exclusively to German Law. This applies to their entire legal relationship.  
16.2. Insofar as non-German Law, based on its merits, is applicable in foreign countries to A-ROSA Flussschiff GmbH's liability in cases of complaints by the customer against A-ROSA Flussschiff GmbH, the legal consequences shall be subject exclusively to German law, in particular in respect of the type, extent and amount of customers' claims.  
16.3. The customer can only bring an action against A-ROSA Flussschiff GmbH at its headquarters.  
16.4. For the institution of legal proceedings by A-ROSA Flussschiff GmbH against the customer, the customer's place of residence shall be decisive. For legal proceedings against

customers or contracting parties to the travel contract who are merchants, legal entities under public or private law, or persons who are ordinarily resident abroad or whose ordinary place of residence is unknown at the time of the institution of legal proceedings, the headquarters of A-ROSA Flussschiff GmbH shall be deemed to have been agreed upon as the place of jurisdiction.

16.5. The above provisions do not apply,  
a) if and to the extent that non-negotiable provisions of international treaties which are applicable to the travel contract between the customer and A-ROSA Flussschiff GmbH give rise to other conditions to the benefit of the customer, or  
b) if and to the extent that there are applicable, non-negotiable regulations in the EU Member State of which the customer is a citizen which apply to the travel contract and which are more favourable towards the customer than the regulations set out in these Conditions of Travel or the applicable German regulations.

Information correct as at: 05/2011

## *Notes on data protection.*

The protection and security of your data within the meaning of the Federal Data Protection Act and other data protection regulations is a matter of great importance to us. A-ROSA records, processes, stores and utilises your personal data to the extent necessary to enable you to make use of our offers and to provide you with a professional service. It is essential for us to record such data as your surname, first name, address, telephone number, email address, where appropriate, and your credit card number if you wish to pay by credit card. In order to meet international registration regulations, for cruises which cross international borders we also need your

personal data, which we will record separately and list as "Information for the ship's manifest". Since these data may also relate to third parties, such as fellow travellers, we kindly request that you ensure that this information is given to us with the consent of your fellow travellers. On the form entitled "Information for the ship's manifest" you have the opportunity to give your consent to our using your data in order to draw up a personal user profile, on the basis of which we will send you customised product information and news about our products. If you do not wish us to send you news, e.g. about offers and special promotions, to which you had previously given your

consent, please inform us about this via the A-ROSA Service Centre Tel. 0381 - 202 6001 or by email at [service@a-rosa.de](mailto:service@a-rosa.de). Your data will not be passed on to third parties unless it is necessary for handling your booking or is legally required. In order to protect your personal data that is in our possession against unauthorised access and misuse, we have undertaken extensive technical and operational security precautions. Our security procedures are reviewed regularly and adapted in keeping with technical progress.



#### **PUBLISHING DETAILS**

Information correct as at May 2011. Subject to alterations.

Company headquarters:  
A-ROSA Flussschiff GmbH,  
Loggerweg 5, 18055 Rostock  
[www.a-rosa.de](http://www.a-rosa.de)

Conception, text, design and realisation:  
Philipp und Keuntje GmbH, Hamburg

Reproduction:  
Philipp und Keuntje GmbH, Hamburg

Printing:  
Kunst- und Werbedruck GmbH & Co. KG,  
Bad Oeynhausen

Photographers:  
Andrea Küppers, Arne Müller, Piet Truhlar,  
Michael Winkelmann