

PREAMBLE

The Terms and Conditions of Transportation regulate the carriage of passengers and baggage on the vessel. They constitute the entire understanding and agreement between the passenger and the Carrier and supersedes any other prior oral, implied, written or other representations or agreements. The illegality or invalidity of any article, paragraph, clause, or provision of these Terms and Conditions of Transportation shall not affect or invalidate any other paragraph, clause or provision thereof. All titles set forth in this Passenger Ticket Contract are for convenience only and have no separate meaning or effect.

CARRIER

These Terms and Conditions are issued on behalf of the carrier "Lüftner Cruises GmbH", an Austrian company with its registered office in 6020 Innsbruck, as the cruise line of the "Amadeus" fleet. For the sake of simplicity, the term "Carrier" is also used in the following to refer to the carrier's on-board crew (captain, crew, etc.).

PASSENGER'S WARRANTIES AND FITNESS; ACCESSIBILITY LIMITATIONS; HEALTH AND SPECIAL NEEDS

- a. Warranties and Fitness: Passenger warrant that he/she is physically, emotionally and otherwise fit to undertake the cruise; and that he/she has received all medical inoculations necessary and other medical travel requirements. And that he/she is sure before starting the trip not to be a risk of any kind, especially regarding transmittable diseases, etc. to other passenger or crew. If there is reasonable doubt that a passenger is not fit for travel, the Carrier or its designated Fleet Health Officer has the discretion to approve the passenger for travel.
- b. Passengers are to comply at all times with the vessel's rules and regulations and orders and directions of the Carrier, and that his/her conduct will not impair the safety of the vessel or jeopardize or inconvenience other passengers. The Carrier is not required to provide any inoculations or specialized health or mental care during the cruise and all such arrangements are within the responsibility of passengers.
- c. Passengers are advised that living standards and practices in the destination(s) of the cruise, including the provision of transportation, utilities, services, etc., may differ from those in the passenger's home country.
- d. Special needs: For embarkation and disembarkation on all vessels, passengers must be able to descend and ascend stairs and ramps without a walker or wheelchair, as the gangways/ramps are generally not wide enough to accommodate these items. Passengers are strongly advised to clarify with the booking travel agency / tour operator before booking about all relevant details. Of course Carrier endeavours to reasonably accommodate special access needs but cannot guarantee it will be able to do so in all cases.
- e. Scooter cannot be allowed at all on board. The decision as to whether wheelchairs or walkers are permitted on board, or in what number, is the responsibility of the Carrier being responsible for safety on board, as well as where they can be stored. Should a passenger not be allowed on board for this or any other medical reason, with no claim for refund, loss, damage, inconvenience or compensation whatsoever under any of these circumstances.
- f. Although all vessels have elevators, for nautical reasons they can only serve 3 decks, not the sun deck.
- g. Passengers who may need physical assistance throughout the trip should consider these needs when making a booking as the onboard personnel are not required to perform personal tasks or assist to lift or carry passengers or dressing, toileting, lifting or pushing a wheelchair.
- h. Right to Refuse Booking or Passage, to Disembark or Quarantine: The Carrier reserves the right to deny embarkation, disembark, confine to a stateroom, quarantine or remove any person from a cruise or shore excursion who may be suffering from a contagious or infectious disease, or who, after consultation with the Fleet Health Officer, is not fit to travel, or whose presence may be detrimental to the comfort, safety or wellbeing of other persons on board. Passenger agrees that such decisions are final and binding.

EMBARKATION REQUIREMENTS

- a. Upon embarkation, all passengers shall have in their possession the Passenger Ticket, valid passport, visas, inoculations card and all other documents necessary for the scheduled ports of call and final destination. The Carrier shall not be liable for any losses or delays incurred by a failure

to maintain all of said documents required by any applicable laws, also including a possible non-admission of a passenger for this reason.

- b. The crew will make every effort to check the passenger's travel documents for completeness and correctness. Nevertheless, the responsibility for consequence due to insufficiency or irregularity in such documents or the noncompliance with such laws remains solely with the passenger.
- c. Any piece of baggage must be distinctly labelled with passenger's name, vessels name, cabin number and sailing date.
- d. In general, the cabins offer sufficient storage for passenger's luggage. However, this might not be the case for significantly oversized luggage. It is up to the Carrier to decide whether to provide space for it in the vessel storage facilities. Otherwise, the passenger may be asked to rearrange his/her luggage.
- e. Passengers are required to be aboard the vessel at least two (2) hours before scheduled departure time.

PROHIBITED ITEMS; ILLEGAL DRUGS; MARIJUANA; RIGHT TO SEARCH AND SEIZURE

Passenger may not take on board firearms, weapons, explosives, lithium batteries, controlled or prohibited substances or illegal drugs, marijuana, medical marijuana or CBD oil, or inflammable or hazardous items, or any contraband prohibited by local, state or national law. Passengers who violate the laws of any jurisdiction are subject to being reported to law enforcement or customs authorities, arrest and prosecution. Passengers who bring on board dangerous items are also subject to immediate disembarkation or denial of boarding with no claim for refund, loss, damage, inconvenience or compensation whatsoever under any of these circumstances.

COMPLIANCE WITH LAWS, REGULATIONS AND SHIP'S ORDERS; INDEMNIFICATION

Passenger must at all times comply with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of each locale, state or nation visited. Passenger must at all times comply with the orders of the Carrier or vessels management.

Passengers may be disembarked without liability for loss, expenses incurred, damage or compensation of any kind if violating any such requirements. Passenger agrees to indemnify Carrier for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon us or the vessel by virtue of any act or violation of law.

MEDICAL AND OTHER PERSONAL SERVICES

The availability of medical care may be limited or delayed, and emergency medical evacuation will not be possible from every location to which the vessel sails. All health, medical or other personal services in connection with the cruise tour are provided solely for the convenience of passengers and benefit and there may be an extra charge for such services. Passenger accepts and use medicine, medical treatment and other personal services at his/her sole risk and expense without liability or responsibility of Carrier whatsoever and agree to indemnify the Carrier for all medical or evacuation costs or expenses incurred on his/her behalf. Doctors, nurses or other medical or service personnel work directly for passengers and shall not be deemed to act under the control or supervision of Carrier, since Carrier is not a medical provider.

CARRIER'S LIABILITY; TIME LIMITS

On river cruises in Europe Carriers shall have the right at all times to avail itself and have benefits of any and all applicable limitations of liability or exoneration of liability as set forth in the Athens convention of 1974 relating to the carriage of passengers and their luggage as well as the protocol to this convention relating to the carriage of passengers and their luggage of 1976, as adopted by Switzerland.

Furthermore, and in addition to all the restrictions and exemptions from liability provided in the Athens convention, the Carrier shall have the benefit of any limitation of or exoneration from liability under the Strasburg convention on the limitation of liability of owners of inland navigation vessels, (CLNI 1988) as adopted by Switzerland.

A copy of the Athens Convention and 1976 protocol, CLNI can be provided by the Carrier upon written request.

In no case may an action be brought after the expiration of a period of three years from the date of disembarkation of the passenger or from the date on which disembarkation should have taken place, whichever is later.

VALUABLES, PERSONAL ITEMS, ELECTRONICS and USE of ELECTRONICS

The Carrier shall in no event be liable for the loss of or damage to cash, negotiable securities, gold, jewelry or other valuables, unless the same have been deposited with the vessel's office against receipt for the agreed purpose of safekeeping. In the event of such a deposit the liability of the Carrier can be limited. Under no circumstances the Carrier shall be liable for loss or damage to electronics computers (whether handheld, laptop or other) whether located within the luggage or otherwise.

ANIMALS

No pets or other animals are allowed on board the vessel.

PAYMENTS

Any and all payments made to the Carrier shall be made in EURO or other currency acceptable to the Carrier. All charges for services and products provided on board the vessel must be settled in cash or charged (via credit card acceptable to the Carrier) before passenger's disembarkation from the vessel. Any other expenses incurred by a passenger or by the Carrier on behalf of the passenger shall be payable on demand.

ONBOARD CAMERAS

In the interest of general safety on board, especially in the interest of passengers, strategic positions are monitored with cameras. Some of these cameras are used by the captain for the support of the nautical activities; a front camera transmits the path in the direction of travel for the passengers, other cameras monitor the entrance, etc. Of course, the Carrier takes the protection of privacy seriously. Therefore, all data collected in this way are carefully stored and the system is designed in such a way that no copies, links, etc. are possible, and the data remain exclusively on the vessel and are deleted immediately when they are no longer needed. Passengers irrevocably grant Carrier the right to operate this camera system without restriction.

TERMS and USE of Wi-Fi

The regulations for the use of the Wi-Fi system on board are available on request.

PRIVACY POLICY

For a complete description of our Privacy Policy, which may be updated from time to time without notice, please visit www.lueftner-cruises.com

PACE of JURISDICTION - APPLICABLE LAW

All claims in connection with the carriage of passengers and their baggage shall be governed exclusively by Austrian law with the place of jurisdiction in 6020 Innsbruck, Austria.