

This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

We would like to inform you that our general terms and conditions are periodically updated to reflect changes in the relevant legal requirements. We therefore recommend that our Guests consult the applicable version at the time of booking, which is published on our website <a href="https://www.almacruceros.com">www.almacruceros.com</a> or available through your Travel Agency .

#### 1. APPLICABLE LEGISLATION AND ORGANIZATION

- 1.1 This contract for the sale of a package holiday, including a cruise, is governed by the general terms and conditions set out herein, as well as by other specific terms and conditions included in the (online) catalogues and website published by the Organiser. In addition, other documents provided to Travellers by the Organiser, such as the Standard Information Form, the quotation or booking confirmation, the package holiday contract, etc., shall apply.
- 1.2 This contract is also governed by Spanish Law, in accordance with consumer protection regulations (Directives 90/314 EC and 2015/2302 EU and Book IV of the LGDCU Spanish General Law for the Defense of Consumers and Users (RDL 1/2007)), as well as Royal Decree-Law 23/2018, of December 21, transposing the Package Travel and Package-Linked Travel Services Directive and the amendment on liability and other matters approved in Law 4/2022, of 25 February, on the protection of consumers and users against situations of social and economic vulnerability and, where applicable, the national and international regulations related to the individual tourist travel services that make up the package travel. The drafting of the specific contract will be carried out in the same language as the original general contracting conditions in Spanish, of which these General Conditions are an informative translation, without prejudice to the fact that communications between the consumer and the travel or reservation agents may have been carried out in languages other than those of these general contracting conditions.
- 1.3 In the event that any provision of these general contractual conditions is null and void or ineffective in any of its aspects, such invalidity shall not affect the validity and applicability of the remaining provisions contained in the general terms and conditions established herein .
- 1.4 The organization of this package trip has been carried out by the company, ALMA CRUCEROS VICTORIA SL, (hereinafter, the "Organizer" or "ALMA CRUCEROS") with registered office at Alameda Principal 49, 29001 Málaga, SPAIN, Tax Identification Code (CIF): B70787940 and CCA License Title No. C.I.AN-297957-3 of the Autonomous Community of Andalusia. ALMA CRUCEROS VICTORIA SL is the owner of the trade name "ALMA CRUCEROS" requested before the OEPM (Spanish Patent and Trademark Office) and has the necessary authorization to use the Spanish trademark "ALMA CRUCEROS VICTORIA NAVIERA DE VANGUARDIA CON CRUCEROS BOUTIQUE BASADOS EN NUESTRAS RAICES Y CULTURA" as well as the requested European Union graphic trademark "ALMA CRUCEROS", the requested Spanish graphic trademark "ALMA CRUCEROS", the requested Spanish word trademark "ALMA CRUCEROS" and the requested Spanish word trademark "NAVIERA BOUTIQUE".

#### 2. PERFECTION OF THE CONTRACT

- 2.1 Reservation requests must be completed with all requested information .
- 2.2 Package tours purchased online are considered to be offered for sale in Spain for all legal purposes. The related contracts will be deemed to be concluded in Spain .
- 2.3 Acceptance of reservations will be subject to availability of places. The reservation process will be considered completed, and therefore the contract concluded, only with the confirmation of the Organizer (which may be done online) and prior to payment of the deposit by the Traveler, as stipulated in Clause 3.1.
- 2.4 Promotions or offers, including those with particularly favourable conditions other than those published in the (online) catalogues and the Website, will be subject to limitations in terms of time and availability, in accordance with the criteria established by the Organizer at its time and at his sole discretion during their validity.
- 2.5 Travel Agencies with a valid license will act as distributors of the Organizer, as established by Spanish legislation. They must provide a copy of the pre-contractual information and may issue the Traveler a copy of the contract, in accordance with the provisions of Book IV of the LGDCU General Law for the Defense of Consumers and Users (RDL 1/2007), as well as with all additional information provided by the Organizer to the agency.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- 2.6 In the case of a single booking for several persons, the person making the booking guarantees that he or she has the necessary authorisations to act on behalf of the entire group. He or she also guarantees and undertakes that all contractual obligations will be fulfilled by all members of the group. The person making the booking will also ensure that all other persons in the group give their consent to the processing of their personal and/or special data.
- 2.7 Reservation requests made by minors will not be accepted. Reservations for minors must be made by their parents, guardians or other adults with the necessary authority. If traveling with minors, they must carry their valid ID or passport. If the minor is not traveling with his/her guardians, he/she must also carry their legal authorization.
- 2.8 For safety reasons, due to the lack of adapted facilities and the risk of premature birth, passengers who are 24 weeks pregnant at the start of the cruise or who plan to be 24 weeks pregnant at any time during the cruise are prohibited from travelling. All pregnant women must present, at the time of boarding, a medical certificate issued by a gynaecologist. This document must state that both the mother and the baby are in good health and are fit to travel, including the estimated date of delivery (EDD). The Organiser will not assume any responsibility for complications related to pregnancy, either during or after the cruise.
- 2.9 The Organiser has a limited number of cabins adapted for Travellers with disabilities or reduced mobility, in compliance with Regulation 1107/2006EU. However, not all public areas or facilities on board are accessible. Booking requests for Travellers with disabilities or reduced mobility will be subject to the availability of these specially designed cabins. When necessary, the disabled Traveller will be required to be accompanied by another person capable of providing the necessary assistance, in accordance with Regulation 1177/2010 EU. In addition, a prior assessment by the Organiser will be required, taking into account the medical documentation requested at the time of booking.
- 2.10 Any Traveller with physical or mental conditions, disabilities or reduced mobility, or other needs requiring special medical attention, specific medical equipment, individualized medication, or assistance during the trip, must notify the Organizer hereof before the conclusion of the contract. The Organizer reserves the right to refuse the reservation or subsequent boarding during the cruise if the safety of the Traveller cannot be guaranteed in accordance with current safety requirements. This decision will be based on the risk assessment carried out by the Organizer and the medical staff, as well as the ship's captain, considering, among other factors, the provisions of the International Code for Safety Management and Prevention of Pollution from Ships at Sea ("ISM Code") and the International Convention for the Safety of Life at Sea ("SOLAS").
  - No reservation requests will be accepted from Guests whose physical or mental condition makes participation in the cruise impossible or dangerous for themselves or other Guests, or who require specific care or assistance that cannot be provided on board the ship. Should the Guest refuse to provide the required information or documents, or fail to undergo the health examination as indicated in Clause 10.8 of these general conditions, their package travel contract will be terminated, without the right to obtain a refund for the part not enjoyed or for other acquired services.
- 2.11 If a Traveller's health circumstances, as referred to in Clause 2.10, change between the date of booking and the date of departure and could compromise or make his/her transport unsafe, he/she must inform the Organiser as soon as possible and communicate any need for special arrangements, medical equipment/supplies, care or assistance to assess the feasibility of the booking.
- 2.12 Any information about the cruise that is not included in the pre-contractual and contractual documentation, in the (online) catalogues, on the Organiser's website <a href="www.almacruceros.com">www.almacruceros.com</a> or other means, will be provided by the Organiser to the Traveller in accordance with the provisions of Book IV of the LGDCU Spanish General Law for the Defense of Consumers and Users (RDL 1/2007) with due notice before the start of the package trip.
- 2.13 The Organizer reserves the right not to apply these general terms and conditions in relation to specific categories of contracts (e.g. groups) and promotional offers mentioned in Clause 2.4 above. For these cases, the terms and conditions specifically indicated at the time of the offer shall be deemed valid.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- 2.14 The assignment of a cabin category higher than the one contracted and guaranteed, or based on commercial promotions, will not entitle the Traveller to benefit from the privileges and rights associated with said cabin category. It may occur that cabins of equal or higher level than the one assigned do not have a double or queen-size bed, and/or are not equipped for Travellers with disabilities or reduced mobility, or have different accessories and characteristics than those of the "guaranteed" cabin reserved. In the case of "guaranteed" triple/quadruple/quintuple cabins, it is possible that the assigned cabin does not have the desired number of places, and it will be necessary to add an extra bed, such as a roll-away bed, sofa bed or bunk bed. The final details of the assigned cabin will be provided by the Organizer before departure. It is important to note that the assignment of a cabin with supplementary beds does not entitle the Traveller to free cancellation.
- 2.15 Before concluding the contract, it is the Traveler's responsibility to obtain detailed information on the hygiene and safety conditions in the ports of call on the itinerary. By concluding the contract, the Traveler acknowledges being informed of these conditions and accepts the possible associated risks. In addition to the Organizer's obligation to provide information as set out in Clause 5 of these general conditions, available on the website www.almacruceros.com, the Traveler must obtain, before departure, updated information on the health, safety and mobility situation from the Spanish authorities and those of the places on the cruise itinerary, consult the websites of the Spanish Ministry Foreign https://www.exteriores.gob.es/es/ServiciosAlCiudadano/Paginas/Recomendaciones-de-viaje.aspx) and of the World Health Organization - International Travel and Health portal (https://www.who.int/es/travel-advice).
- 2.16 Before the conclusion of the contract, the Traveler is provided with all information related to the reservation, including the main characteristics of the offered tourist services.
- 2.17 The Traveler must ensure, before concluding the contract, that he/she complies with the requirements and obligations detailed in Clause 10 of these general conditions, as well as the binding content described in the Standardized Information Form provided to the Traveler, the observance of which is essential for the full execution of the contract and to be able to travel and/or embark.

#### 3. Payment

- 3.1 Within 7 days of the conclusion of the contract, the Traveler must pay a deposit of 25% (twenty-five percent) of the total price. The remainder must be paid at least 120 (one hundred and twenty) days prior to the departure date.
- 3.2 In the event that the contract is signed less than 120 (one hundred and twenty) days before the departure date, the full amount of the price must be paid at the time of completion of the contract in a single transaction.
- 3.3 Failure to pay the due remainder within the period indicated above will constitute a breach of the contract, which will result in its termination and the application of the penalties provided for cancellation, as well as corresponding compensation for any additional damages suffered by the Organizer.
- 3.4 The cruise ticket, which is the transport document that legally allows access on board the ship, will be delivered to the Traveler after full payment of the price and after providing the following information:
  - Date of birth of each Traveler.
  - Number, date and place of issuance of the Traveler's passport or national identity document, as well as the expiration date of such documents, all in accordance with current regulations.
  - Personal mobile numbers for each adult traveling in the cabin, so that they can be contacted in case of emergency.
- 3.5 Payments made through Travel Agencies will only be considered effective, material and formally made when the Organizer actually receives the amounts due. In the event that the Travel Agency has not paid the Organizer the received remainders and advances, no claim for reimbursement may be made or exercised against the Organizer.
- 3.6 For direct purchases (made by phone by calling **+34 629 661 600** or through the website <u>www.almacruceros.com</u>, the Traveler may choose between one of the following payment methods:
  - a) bank transfer;
  - b) <u>credit card</u>, in accordance with the terms and conditions specified below.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

In the event that the Traveller chooses to pay by credit card, the card will be used for the direct debit of the balance and any cancellation penalties under Clause 7 on the dates indicated in the reservation. The Traveller may request that payments by direct debit on the card be cancelled at the time of booking, or at a later date, by calling **+34 629 661 600**, in which case the Organizer will assess at its discretion whether the alternative payment method proposed by the Traveller is acceptable and allows compliance with its payment conditions set out herein, and may reject the Traveller's request. Any refunds to be made by the Organizer to a Traveller who has paid by credit card will be made to the latter.

3.7 If the contract is concluded by telephone or through the website <a href="www.almacruceros.com">www.almacruceros.com</a> less than 7 days before the departure date, payment is only permitted by credit card.

#### 4. PRICES

- 4.1 Prices include the inclusion insurance premium, the conditions of which can be consulted in ANNEX A attached hereto, as well as at <a href="http://www.almacruceros.com/seguros">http://www.almacruceros.com/seguros</a>, port fees and service fees. Port fees vary depending on the cruise itinerary, its duration and the ports of call. The most exact data available regarding port fees will be provided in the pre-contractual documents provided to the Traveller for each specific cruise.
- 4.2 No changes will be made to the price of the package trip in the 20 calendar days prior to departure. However, in accordance with the provisions of Royal Decree Law 1/2007 ( LGDCU ), as a result of the increase in various costs - compared to the prices in force at the time of publication of the cruise program, ALMA CRUCEROS reserves the right to modify the price of the package trip at any time prior to the indicated period of 20 calendar days before departure, to cover variations in:
  - a) The costs of fuel for the propulsion of the ship or other sources of energy;
  - b) Duties, taxes and fees on services included in the package trip, such as, for example, port fees;
  - c) The exchange rates relevant to the package trip.
- 4.3 The difference in the price of the package trip will be the result of (i) comparing these costs in force at the time of publication of the cruise program and the costs in force at the time of the review of the price of the package trip, and, where applicable, (ii) adding the cost increases from sections a), b) and c) above, as follows:
  - a) For section a), for each US dollar increase in the price of marine fuel oil per metric tonne (index PLATTS CIF MED GASOIL 0.1% S) the price of the package trip will be increased by 0.032%. In the event of an increase in the cost of other energy sources, the percentage of such increase will be calculated and that percentage will be applied to the price of the package trip as an additional adjustment.
  - b) For section b), in the event of an increase in the duties, taxes and fees on the services included in the package trip, the price of the package trip will be increased by the value of such increase.
  - c) For section c), in the event of a change in the exchange rate, the amount of the increase applicable to the package trip will be charged through the corresponding increase in the price of the package trip.

Each package travel contract will indicate the date on which the concepts set out in this section were calculated so that the traveller is aware of the reference for calculating price revisions.

- 4.4 In the event of a reduction in the costs mentioned in paragraphs a), b) or c) compared to the current prices, the Traveller will be entitled to a reduction in the price of the package trip as appropriate in each case, namely:
  - In the case provided for in paragraph a), for each US dollar decrease in the price of marine fuel oil per metric tonne (PLATTS CIF MED GASOIL 0.1% S index), the package trip price shall be reduced by 0.032%. In the event of a decrease in the cost of other energy sources, the percentage of such decrease shall be calculated and reflected as a negative adjustment in the package trip price. The percentage reduction shall be applied to the package trip price as a proportional discount.
  - In the case provided for in paragraph b), the full amount of the reduction in duties, taxes and fees.
  - In the case provided for in paragraph c), in the event of a decrease in the exchange rate applicable to the package, the amount of the decrease shall be deducted from the total price of the package. The reduction shall be applied in proportion to the decrease in the exchange rate relevant to the package.

In the event of a price decrease, in accordance with Royal Decree Law 1/2007 (LGDCU), the Organizer reserves the right to deduct the actual administrative costs from the refund made to the Traveler.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- 4.5 If the price increase exceeds eight percent (8%) of the total price originally paid by the Traveler, the Traveler will have the option of accepting the increase or canceling the contract at no additional cost, in accordance with applicable law and Clause 5 ("Changes before the start of the Package Trip") of these General Conditions.
- 4.6 Prices are per person. However, in the case of unused tickets or cancellations that result in the remaining Traveller being the sole occupant of a cabin, a supplement will be applied to that cabin.
- 4.7 The price communicated at the time of booking may vary (both up and down) if the number of occupants in the cabin changes.
- 4.8 For each cruise there will be a limited number of cabins available for sale at the prices indicated in the (online) catalogue and on the website.

#### 5. CHANGES BEFORE THE START OF THE PACKAGE TRIP

- 5.1 In accordance with the provisions of Royal Legislative Decree 1/2007 (Revised Text of the Spanish General Law for the Defence of Consumers and Users), before the start of the package trip, the Organiser may introduce non-significant modifications and minor changes to the terms and conditions of the contract, and must immediately inform the Travellers in writing or by means of a durable medium (which may be done through the Travel Agency), notifying them of the nature of the change and, where appropriate, the resulting variation in the price of the package trip. The Organiser is exempt from any type of liability in the event that the Travel Agency delays or fails to provide the Traveller with any information received from the Organiser.
- 5.2 In accordance with the provisions of Royal Legislative Decree 1/2007 (Consolidated Text of the Spanish General Law for the Defense of Consumers and Users), if before the start of the package the Organizer is forced to introduce significant modifications to one or more of the main aspects of the tourist services (for example, destination, means of transport, category of transport, dates or times) in accordance with RD 1/2007 or is unable to meet special requests from the traveler in accordance with Royal Legislative Decree 1/2007 (Consolidated Text of the Spanish General Law for the Defense of Consumers and Users) or increases the total price of the package by more than 8%, the Traveler may choose to accept the change(s) or withdraw from the contract at no additional cost, within the maximum period provided for in Clause 5.3. In the event of withdrawal, the Organizer may offer the Traveler an alternative package trip of equal or higher quality.
- 5.3 The Traveler will inform the Organizer (through the Travel Agency, if preferred) of his/her decision within the maximum reasonable period, which will not exceed 4 days from the moment he/she is informed of any change as established herein .
- 5.4 In the event of withdrawal from the contract or if the Traveler does not accept the alternative solutions proposed by the Organizer, the latter will proceed, within 14 days from the date of withdrawal, to refund the amounts paid by the Traveler.
- 5.5 If the Traveller accepts an alternative package tour proposed by the Organiser and such tour is of inferior value or quality, the Client shall be entitled to request a price reduction.

#### 6. IMPOSSIBILITY OF PROVIDING A SUBSTANTIAL PART OF THE SERVICES OF THE PACKAGE TRIP

- 6.1 In the event that, once the package has started, and due to circumstances beyond the control of the Organiser, the Organiser is unable to provide a substantial part, in terms of value or quality, of the tourist services guaranteed in the contract, suitable alternative solutions will be offered, if possible, of equal or higher quality, in order to continue the trip as scheduled, at no additional cost to the Traveller. Failing this, the Traveller will be reimbursed the difference in price if the alternative solutions are of a lower quality than that originally booked.
- 6.2 The Traveller may only reject the proposed alternatives if they are not comparable to those initially agreed upon or if the price reduction is inadequate.
- 6.3 If it is not possible to offer alternative solutions, or if the Traveller rejects such solutions because they are not comparable to the characteristics originally agreed in the package travel contract, or if the reduction in price of the alternative solution is insufficient, the Organiser will reimburse the Traveller for the corresponding price difference. In the event of non-compliance by the Organiser with its obligations relating to the offer of an



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

alternative package travel, the provisions set out in Royal Legislative Decree 1/2007 (Revised Text of the Spanish General Law for the Defence of Consumers and Users) shall apply.

#### 7. CANCELLATION BY THE TRAVELER

7.1 In accordance with the provisions of article 160 of Royal Legislative Decree 1/2007 (Revised Text of the Spanish General Law for the Protection of Consumers and Users), any Traveller may withdraw from the contract at any time before the start of the package trip. However, the Organiser will apply the following amounts or percentages of the price of the package trip, which must be paid by the Traveller, as specified in the following table:

TIME PRIOR TO DEPARTURE DATE OF THE TRIP	AMOUNT OR PERCENTAGE OF PRICE APPLIED FOR CANCELLATION
More than 180 days	0%
Between 180 and 151 days	15%
Between 150 and 121 days	25%
Between 120 and 91 days	50%
Between 90 and 61 days	75%
Within 60 days before departure	100%

In addition, any change of date or name generates processing fees of 250 EUROS to be paid by the Traveler.

- 7.2 In accordance with the provisions of Royal Legislative Decree 1/2007 (Consolidated Text of the Spanish General Law for the Defense of Consumers and Users), if unavoidable extraordinary circumstances arise at the destination or its surroundings, which significantly affect the development of the package trip or the transport of Travelers to the destination, the Traveler may withdraw from the contract before the start of the package trip, without incurring cancellation fees and with the right to a full refund of the amount paid for the package trip, without the right to any other form of compensation.
- 7.3 For reservations made outside the commercial establishment, in accordance with the provisions of Royal Legislative Decree 1/2007 (Revised Text of the Spanish General Law for the Defense of Consumers and Users), the Traveler may withdraw from the package travel contract within a period of fourteen (14) days from the date of the reservation, without any penalty and without the need for any justification. However, in the case of offers or promotions with prices significantly lower than those originally proposed, the Traveler will not have the right of withdrawal, and the Organizer must specify the reduction in price and make it clear that, by taking advantage of such offers or promotions, the Traveler does not have the right of withdrawal, for having made the reservation outside the commercial establishment. ANNEX C hereof contains the necessary information regarding this right of withdrawal, also providing a withdrawal form for reservations made outside a commercial establishment.
- 7.4 The Organizer reserves the right to offer cancellation conditions and exceptions better than those set out in clause 7.1 during specific, duly publicized promotions and during certain periods of time, such as, for example, free cancellation up to 15 days before departure, etc.

#### 8. CANCELLATION BY THE ORGANIZER

- 8.1 The Organizer may withdraw from the package travel contract and return to the Traveler all amounts paid for the package travel without being obliged to pay any additional amount as compensation or indemnity in the following cases:
  - a) When the number of people who have purchased the package trip is less than the minimum required, where applicable, by the specific contract (in particular 50% of the total capacity of the ship exclusively for passengers, excluding crew), and the Organizer notifies the Traveler of the cancellation of the contract with a minimum notice of:
    - i) Twenty days before the start of the package trip in the case of package trips lasting more than six days.
    - ii) Seven days before the start of the package trip in the case of package trips lasting between two and six days.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- iii) Forty-eight hours before the start of the package trip in the case of package trips lasting less than two days.
- b) When the Organizer is unable to execute the contract due to unavoidable extraordinary circumstances and notifies the Traveler of the cancellation thereof without undue delay before the start of the package trip.

#### 9. ASSIGNMENT OF CONTRACT

- 9.1 In accordance with the provisions of Royal Legislative Decree 1/2007 (Revised Text of the Spanish General Law for the Defense of Consumers and Users), a Traveler who cannot attend the cruise may transfer the contract to a new Traveler, provided that the Organizer is notified at least seven days in advance of the start of the package trip, and provided that:
  - a) There is no reason related to passports, visas, health certificates, hotel accommodation, transportation services or any other factor that could prevent the new Traveler from attending the cruise under the same conditions as the original Traveler.
  - b) The new Traveler shall pay the Organizer the amount indicated in Clause 9.2 detailed below.
- 9.2 In any case, the Traveller must pay a management fee of 250 EUROS per person for the change of title. In addition, the original Traveller shall be jointly and severally liable with the new Traveller for the payment of the remainder of the price, as well as for the payment of the amounts referred to in Clause 9.1 above.
- 9.3 The cruise ticket may only be transferred in the event of a change of ownership carried out in accordance with the provisions of the preceding paragraphs.
- 9.4 The right to change the holder will be subject to the exclusions and restrictions provided for in the mandatory regulations, especially in terms of security, regulations that will apply to the individual services that make up the package trip.
- 9.5 Both the original Traveler and the new Traveler will be jointly responsible for the payment of the price of the package trip, as well as any additional expenses, charges, fees and costs, including administrative and service fees and rates charged for the change of ownership.

#### 10. OBLIGATIONS OF TRAVELERS

- 10.1 Each Traveller must have his/her own individual passport or other relevant travel documentation, depending on his/her nationality, which is valid for a date after the end of the trip and, in some destinations, up to six months after the date of entry into the country of destination. This documentation must be valid for each and every one of the countries included in the itinerary, as well as any tourist, stay or transit visas, and health certificates that may be required. Residents of Spain of other nationalities must moreover carry a valid residence card; it will not be considered valid if it is in the process of renewal or application. The information contained in the (online) catalogues and the website refers, unless otherwise indicated, to Travellers whose nationality is that of the country in which the (online) catalogue and the website are published. The Organiser reserves the right to deny boarding to any Traveller who does not have the required travel documentation, without recognising any refund or compensation for loss of enjoyment of the cruise.
- 10.2 The conduct of the Travelers must not affect the safety, comfort, well-being or enjoyment of the other Travelers. They must act prudently, follow all instructions given by the Organizer and comply with the regulations applicable both to the trip and in each of the countries of the itinerary.
- 10.3 It is prohibited to bring on board the ship merchandise, plants, plant species, pets, live or dead or stuffed animals, weapons, ammunition, explosives or flammable, toxic or dangerous substances without the prior written consent of the Organizer. It is also prohibited to bring food or goods whose purchase and/or export is prohibited by local regulations in each country of the cruise itinerary and/or any other applicable regulations (such as Regulation (EC) No. 338/97 on the protection of wild fauna and flora species by regulating trade therein). The use of electrical appliances in the cabin is not permitted, including irons, electric blankets, water heaters, kettles, electric stoves, hairdryers and hair heaters. No type of vehicle is allowed on board, except those used by people with disabilities or reduced mobility and which are necessary to guarantee their autonomy.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

In the event of non-compliance, any equipment found will remain in the custody of the on-board staff without the possibility of use until the end of the cruise, at which time it will be returned to its respective owners.

- 10.4 The Traveler shall be liable for any damages caused to the Organizer by failure to comply with the obligations mentioned above. This includes damage to the vessel, its facilities, furniture and equipment, as well as loss or damage caused to other Travelers and third parties. In addition, the Traveler shall be liable for any fines, sanctions, penalties and expenses imposed on the Organizer by port authorities, customs officials, health authorities and other authorities of the countries included in the cruise itinerary due to the actions or omissions of the Traveler.
- 10.5 The Traveler shall provide the Organizer with all necessary documentation, information and data so that the Organizer may assume the rights of the Traveler against third parties who may be held liable for any loss or damage suffered by the Traveler. The Traveler shall be liable to the Organizer for any damage caused to the Organizer's rights of subrogation due to non-compliance with the provisions of this clause.
- 10.6 The Traveller shall provide the Organiser with all information necessary to comply with security requirements, including those set out in Directive 98/41/EC on the registration of persons travelling on board passenger ships to or from ports in Member States of the Community, as amended by Directive (EU) 2017/2109 on the registration of persons travelling on board passenger ships to or from ports in Member States of the Community, as well as the corresponding Spanish legislation resulting from the transposition of said directives. The collection and processing of data, including images, will be carried out in accordance with EU Regulation 679/2016 (General Data Protection Regulation) and applicable Spanish regulations.
- 10.7 The Traveler shall participate in the safety activities and emergency drills carried out by the Organizer on board the ship. In the event of non-compliance with this requirement, the Captain, in accordance with the provisions of Clause 11.2 and applicable legislation, may take all necessary measures, including disciplinary disembarkation of the offending Traveler.
- 10.8 Boarding: In order to prevent the spread of any virus and/or disease, such as the SARS-CoV-2 19 virus or any other contagious and/or risky virus or disease, as well as to safeguard, in general, the health and safety of everyone on board our ships, the Traveler, if required, must present all documents and any other information related to the countries of origin, residence or those visited before boarding, as well as any other necessary information.

Furthermore, the Traveller, if requested by the destination countries, must provide accurate and truthful health declarations upon check-in (online or on board the ship before embarkation) and agrees to submit, if necessary, to temperature checks, examinations and health assessments both before boarding and once on board the ship in order to preserve health on board. Should the Traveller refuse to provide the required information and/or documents, or to undergo the medical examination carried out on board or before boarding, this will constitute a breach of contract as set out in Clauses 2.10 and 2.11 of these general conditions, which will result in the termination of this contract, without the right to obtain a refund of the amount paid for the part of the package not provided and/or for the other associated services contracted.

Stay on board: The Organizer reserves the right to deny boarding/order disembarkation/isolation of the Traveller for the time strictly necessary, prescribed by local regulations and/or indicated by the on-board doctor in accordance with Clause 18.2 if, following an assessment by the ship's doctor or on the basis of applicable regulations, his/her stay and/or free movement on board may endanger his/her health, that of other Travellers and/or that of the crew.

- 10.9 In addition to the provisions of the last paragraph of the previous clause, the Traveler must follow the procedures established and duly communicated by the Organizer to contain the spread of any pandemic and/or virus on board. The Traveler undertakes to comply with, among others, the following provisions:
  - a) Follow any precautionary measures related to social distancing, protocol for conducting excursions, the use of protective equipment such as masks and, in general, hygiene protocols.
  - b) Comply with any isolation and/or early disembarkation measures that may be ordered by the ship's doctor and/or the competent authorities in the event of special health circumstances that endanger the safety and health on board, or in the event that the Passenger tests positive for viruses and/or epidemiologically



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- widespread diseases (e.g. SARS-COV-2-19, gastrointestinal viruses, etc.) or presents symptoms compatible with such viruses or diseases or has otherwise been diagnosed as positive by a doctor on board the ship.
- c) Follow the preventive measures implemented on board and the instructions of the ship's doctor in the event that the Traveler is identified as a close contact of a positive Traveler, understood as such: a Traveler who has tested positive for viruses and/or contagious diseases, such as SARS-COV-2-19 or other epidemiologically widespread diseases, indicating that he or she is infected with the virus or disease in question, as well as a Traveler who presents symptoms compatible with such viruses or diseases or who has otherwise been diagnosed as positive by a doctor on board the ship.

In the cases mentioned in points (b) and (c), the Organizer shall not be liable for additional compensation or moral damages. Any precautionary measures to protect safety on board may be subject to change depending on the health context at that time. In the event of non-compliance with any procedure duly communicated to the Traveler, the Traveler will be disembarked without the right to obtain a refund for the unenjoyed part of the trip and/or for other services purchased in the package trip.

- 10.10 Liquids are permitted in hand luggage only in the following cases:
  - a) Liquids related to cosmetics or personal hygiene in individual containers with a capacity of no more than 100 ml, contained within a transparent plastic bag with an opening/closing system and a capacity of no more than 1 litre (bag of approximately 20x20 cm).
  - b) Liquids required during the trip for medical or special dietary reasons. The restrictions on the transport of liquids mentioned in this section do not affect checked baggage.
- 10.11 Food and beverages purchased on land or in the ship's shops have restrictions on their availability on board, subject to the following conditions:
  - a) Drinks purchased in the ship's shops will be kept in storage until the end of the cruise, at which time they will be delivered to the Travelers.
  - b) All food and drinks purchased on land may only be brought on board if they are left unopened in storage until the end of the cruise, at which time they will be delivered to the Travelers.
- 10.12 Once on board, Guests will be given a personalized ALMA CRUCEROS card that automatically individualizes their name on the boarding list. This card must be used during the cruise to pay for all additional services enjoyed on board, as well as at the checkpoints for boarding and disembarking. Expenses incurred will be automatically charged to the cabin account associated with the ALMA CRUCEROS card, to be settled at the end of the cruise, either in cash or by credit card. During the first 48 hours after boarding, Guests must provide a guarantee to cover the ALMA CRUCEROS card, either by (i) pre-authorization of a block on their credit card, or (ii) by a minimum cash deposit of 250 euros per person. The initial amount of the deposit must be reinstated if the purchases made exceed the available balance. In the event that the deposit is not made during the first 48 hours, the credit card is not registered or the expenses exceed 750 euros per cabin, ALMA CRUCEROS reserves the right to disable the ALMA CRUCEROS card. At the end of the cruise, the final balance will be calculated. In the event of a positive balance in favor of the Guest and in case of blocking of the card (i), the card will be unblocked for the amount of the positive balance, while the expenses incurred will be charged directly to the registered card. In the event of a positive balance in favor of the Guest and initial payment in cash (ii), the positive balance will be reimbursed to the Guest.

#### 11. POWERS AND ATTRIBUTIONS OF THE CAPTAIN

- 11.1 The Captain of the vessel is authorized to maintain command and proceed without a pilot, to tow and assist other vessels under any circumstances, deviate from the scheduled route, enter any port (regardless of its inclusion in the ship's itinerary) and transfer a Traveller and his/her luggage to another vessel to continue the voyage.
- 11.2 The Traveller is subject to the disciplinary authority of the Captain of the vessel with regard to the safety of the vessel and navigation. He/she must comply with all instructions and orders given on board, including those relating to safety briefings and emergency drills. If the Captain considers that a Traveller is not fit to commence or continue the cruise, or that his/her physical or mental condition represents a risk to the ship, the health and safety of other Travellers or crew members, or that his/her behaviour may affect the enjoyment of others, the Captain may:
  - a) deny boarding,



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- b) order disembarkation at any port,
- c) refuse to allow disembarkation at a specific port,
- d) confine the Traveler to an area of the ship or deny him/her participation in certain activities on board.

  Other service providers may take similar measures independently, in accordance with their legal or contractual disciplinary powers; in this respect, the Organizer shall not be liable with respect to these service providers.
- 11.3 The Organizer and the Ship's Captain are authorized to comply with orders or directives of any kind or nature issued by the administration or authorities of any country, as well as by persons acting or deemed to be acting on behalf of or under the authority of such administration or authorities or by any person who under the terms of the ship's War Risk Insurance is entitled to give such orders or directives. If, regardless of the reason or cause, and in accordance with these orders or directives, actions are taken or omissions take place, this shall not be considered a deviation or breach of contract. The disembarkation of Travellers or the unloading of baggage in accordance with these orders or directives shall constitute proper performance of contractual obligations, exempting the Organizer from liability for the continuation of the voyage or the repatriation of Travellers.

#### 12. POWER TO REJECT NEW RESERVATIONS

- 12.1 The Organizer has the authority to reject a reservation and cancel a confirmed reservation of a Traveler who, on a cruise carried out in the previous 36 (thirty-six) months on any of the Organizer's ships, has carried out any of the following actions:
  - a) Violation of the rules of conduct set out in clauses 10 and 11.
  - b) Cause injury to other passengers or crew members, damage the vessel, its facilities or equipment, or property of third parties.
  - c) Total or partial non-payment of the price of the cruise, the on-board expense account or other purchases, as well as maintaining outstanding debts with the Organizer or any other company linked to the Organizer that have not been settled without the need for prior request.
- 12.2 The Organizer may also cancel a previously confirmed reservation that includes a Traveler who has carried out any of the actions mentioned in section 12.1 above, even if the reservation was confirmed before such actions were carried out.
- 12.3 Cancellation of a booking by the Organiser in accordance with sections 12.1 and 12.2 above will only affect the Traveller involved in the actions described, without affecting the other Travellers on the same booking. In this case, the price of the booking will be recalculated, which may result in the application of a supplement for the single use of a double cabin.
- 12.4 The Organizer will notify the affected Traveler in writing at the address provided to the Organizer or, failing that, through the retail travel agency that made the reservation on behalf of the Traveler. The amounts paid on account of the affected Traveler's reservation will be refunded.

#### 13. REAL SECURITY RIGHTS AND RIGHTS OF RETENTION

13.1 The Organizer has the right to retain the Traveler's luggage and other personal items as security for payment of any amount outstanding by the Traveler in relation to goods and services purchased on board.

#### 14. ACCOMMODATION ON BOARD

14.1 The Traveler grants the Organizer authorization to assign him/her a cabin different from the one initially reserved, provided that it is of an equal or higher category.

#### 15 ORGANIZER RESPONSIBILITY

15.1 In accordance with the provisions of the applicable legislation in force, both the Organizer and the Travel Agency are responsible within their respective areas of responsibility, for the correct execution of the services they provide in relation to the reservation, contracting and execution of the tourist services included in the package travel contract.

The Organizer shall not be liable for any damages caused by actions or omissions of the Traveler, including those initiatives taken autonomously by the Traveler during the provision of tourist services, or by actions or omissions of third parties not related to the provision of services provided for in the contract with the Organizer, as well as by cases of force majeure, chance or unforeseen or unforeseeable circumstances for the Organizer according to professional diligence.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- 15.2 The Traveller must immediately inform the Organiser of any lack of conformity observed during the execution of a travel service included in the contract, and in such case the Organiser must remedy it, taking into account the extent of the lack of conformity and the value of the tourist services in question, unless it is impossible or excessively expensive. If the Organiser does not remedy the defect, the Traveller shall have the right to act as established by the applicable regulations to resolve the incidents himself/herself.
- 15.3 Pursuant to current legislation, the Traveller is entitled to an appropriate price reduction during the period of non-compliance or lack of conformity in the provision of the tourist service, unless the Organiser considers that such non-compliance or lack of conformity is attributable to the Traveller. In addition, the Traveller is entitled to receive compensation for the damages suffered, without unjustified delay.
- 15.4 Any limitations of liability, waivers and exceptions that may be invoked by the Organizer under this Agreement shall apply equally to all persons who are, or are deemed to be, employees, servants, auxiliaries, representatives, associates, agents, contractors or subcontractors of the Organizer acting in any capacity, as well as to the Organizer's insurers.
- 15.5 The Organizer shall not be liable to the Traveler for any failure by the Travel Agency or other intermediaries involved in the conclusion of the package travel contract, with regard to the obligations of said third parties.
- 15.6 In the event that the Organizer indemnifies the Traveler, he will be subrogated to the rights and actions of the Traveler against responsible third parties.

#### 16 LIMITATION OF LIABILITY

- 16.1 In no event shall the compensation or indemnity payable by the Organizer exceed the limits of liability established by Regulation 392/2009 EC on the liability of carriers of passengers by sea in the event of an accident and, where applicable, by national and international laws in force regarding non-performance of the service in question, establishing as a limit of three times the price paid as established by the Athens Convention.
- 16.2 The applicable laws on limitation of liability or the applicable provisions of the London Protocol and its subsequent amendments will continue to apply.
- 16.3 The Organizer and the Traveler, the former as carrier and the latter as passenger as established in the Athens Convention, agree on a **deductible franchise of 149 units of account per Traveler-passenger in the event of loss or damage to the latter's luggage**, the sum being deductible from the amount of the loss or damage suffered. All of this in accordance with the provisions of article 8.4 of the version of the Athens Convention offered by the London Protocol of 2002 and subsequent amendments. For information purposes, in ANNEX B hereto, the equivalent in EUROS of 149 currency units as of May 10, 2024 is indicated.

#### 17 EXCURSIONS

- 17.1 A precise description of the excursions offered on each cruise is available at the time of booking and/or on the website <a href="www.almacruceros.com">www.almacruceros.com</a> and/or (once operational) on the ALMA CRUCEROS App. Shore excursions may be subject to change as a result of both circumstances beyond the control of the Organizer (for example, weather conditions, strikes, transport delays, denial of berthing by local port authorities, etc.) and the operational requirements of tour operators.
- 17.2 In the event of cancellation of an excursion due to technical problems or a case of force majeure or the fact that the minimum number of participants is not reached, the Organizer will offer a credit to be spent on board equal to the refund of the price paid for the individual excursion not taken or, in the case of an excursion included in a package including several excursions, a proportional percentage of the number of excursions not taken by the Travellers. The on-board credit will be duly returned to the on-board account if it is not used on board. In the event that the Traveller desists from taking a booked excursion for well-founded and unforeseeable reasons due to the unforeseen impossibility of taking it, he/she will be offered a credit to be spent on board equal to the price paid for the individual excursion not taken or, in the case of an excursion included in a package including several excursions, a proportional percentage of the number of excursions not taken.
- 17.3 Unless otherwise indicated, shore excursions are not specifically designed for Travellers with physical disabilities. However, upon request, the Organizer may recommend tours classified as "easy". Tours that are



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

suitable for Travellers with mild mobility problems are marked as such. Therefore, before booking a shore excursion, the Organizer recommends that Travellers obtain as much information as possible via the Internet, the (online) catalogue or by contacting the telephone number provided for this purpose, to find out whether or not the tours they are interested in are suitable for Travellers with disabilities or reduced mobility.

- 17.4 With regard to certain types of excursions, given their characteristics (for example, the use of vehicles driven by the Travelers), special conditions, requirements or regulations may apply.
- 17.5 Excursions suitable for **disabled or reduced mobility travellers** are subject to availability limits. The Organiser is not responsible if places are sold out.

#### 18 SHIP'S MEDICAL SERVICE

- 18.1 In the event that a Traveller requires medical attention whilst on board a vessel of the Organiser, a ship's medical service is available to provide its services in accordance with the conditions, rates and fees in force and made available to travellers. The cost of these medical services is not included in the price of the cruise package.
- 18.2 The Ship's Doctor's opinion on whether a Traveler is fit to embark and/or continue with the cruise will be final and binding on the affected Traveler.

#### 19 VALUABLES AND ESSENTIAL NECESSITIES AND MEDICATIONS

19.1 On board the ship, the Passengers have safe deposit boxes in their cabins to store their money, negotiable securities, titles, gold, silver items, jewelry, ornaments, works of art or other valuable items. The shipping company and the Organizer assume no responsibility for the loss or damage suffered by these goods, even if they have been stored in the safe deposit boxes in the cabins. Goods, valuables, essential items and even medicines must be carried in hand luggage both when boarding and disembarking. The Organizer will not be held responsible for them in the event of loss or damage during boarding and/or disembarking if they have not been placed in hand luggage.

#### 20. OBLIGATION TO PROVIDE ASSISTANCE

20.1 The Organizer is obliged to provide assistance to the Traveler if he or she encounters difficulties. The Organizer's obligation to provide assistance to the Traveler is limited to the proper provision of the services provided for in the contract and to the other legal obligations incumbent upon him. The Organizer shall be entitled to claim reimbursement of reasonable costs incurred in providing such assistance if the problem in question was the fault of the Traveler or was intentionally caused by him or her.

#### 21. COMPLAINTS AND CLAIMS

- 21.1 Complaints addressed to the Organizer in relation to a possible lack of compliance in the organization or execution of the cruise must be sent by the Travelers in writing within a maximum period of 2 months from the date of return of the cruise in accordance with the provisions set forth in EU Regulation No. 1177/2010.
- 21.2 Complaints may be sent by post to the Organizer's address (ALMA CRUCEROS VICTORIA, S.L., Alameda Principal 49, 29001 Málaga, SPAIN), by email (atencionalcliente@almacruceros.com) or by phone at +34 629 661 600. We also make the official Complaints Forms fully available to you so that you can exercise your right to submit complaints to the competent administrative body, at our office located at Alameda Principal 49, 29001 Málaga, SPAIN.
- 21.3 The period of custody of lost and found items is three months from the date of completion of the cruise. To recover this type of property, contact your travel agency or the Organizer through any of the channels described in Clause 21.2 above. All expenses arising from the location, custody and delivery of found items to their owner will be the responsibility of the Traveler and must be paid before the shipment is made.

#### 22. TRIP CANCELLATION, MEDICAL ASSISTANCE AND LUGGAGE INSURANCE COVERAGE

22.1 By signing the reservation form, as a complement to the inclusion insurance whose premium is included in the price of the Package Trip, Travelers may contract insurance policies, with coverage for contingencies regarding cancellation of the Package Trip; medical assistance in case of injuries or accidents during the cruise and damage or loss of luggage; whichever is offered at that time, paying the associated premium.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- 22.2 Insurance coverage constitutes a contract signed by the Traveler and the insurance company and all obligations and responsibilities arising from the provisions established in the insurance policy will be the exclusive responsibility of the Traveler.
- 22.3 In special circumstances, such as epidemics or pandemics, the Organizer recommends taking out an insurance policy to cover such contingencies, and also reserves the right to make it mandatory to take out an insurance policy covering risks related to the SARS-CoV-2 19 virus or other contagious or disabling diseases during the cruise, as well as medical expenses, cost of prolonged stay (accommodation and food) on land for quarantine, repatriation expenses due to accident (including by special means for persons who have tested positive), refund of the reservation amount due to interruption of the cruise.

In the absence of an appropriate insurance policy covering the risks mentioned above, such risks and their costs will be the responsibility of the Traveller. To this end, the Organiser reserves the right to include the cost of the insurance policy in the overall price of the package.

#### PROTECTION AGAINST INSOLVENCY

22.4 In accordance with the provisions of current legislation, the Organizer has contracted specific insurance coverage so that, in the event of insolvency, bankruptcy or insolvency, Travelers are guaranteed reimbursement of the price paid for the package trip, as well as the expenses incurred for their repatriation. Policy details: Policy No. 85449680

Insurer: AXA Seguros Generales, S.A. de Seguros y Reaseguros. Registered in the Commercial Registry of the Balearic Islands. Sheet no. PM-61041. CIF A60917978. Registered office: C/Monseñor Palmer, 1 - 07014 Palma de Mallorca

Coverage: AXA Seguros Generales S.A., up to the limit of the contracted insured amount, guarantees the obligations assumed by the Organizer to constitute a guarantee prior to the exercise of its activity to respond in general terms to the fulfillment of the obligations derived from the provision of its services to the contracting parties of a package trip and, especially, in the event of insolvency, the effective reimbursement of all payments made by the travelers or by a third party on their behalf, to the extent that the corresponding services have not been provided and, in the event that transport is included, the effective repatriation of the travelers, without prejudice to the possibility of offering the continuation of the trip.

Tel. +34 900 90 90 14, website, https://www.axa.es).

22.5 For more information on compensation for loss of service in the event of insolvency, bankruptcy or insolvency, please consult the provisions established in Royal Legislative Decree 1/2007 (Revised Text of the Spanish General Law for the Defense of Consumers and Users).

Article 164. Effectiveness and scope of the guarantee against insolvency.

1. Organisers and retailers of package holidays established in Spain shall be obliged to provide a guarantee and adapt it when necessary. This guarantee may be provided by creating a guarantee fund, taking out insurance, a guarantee or other financial guarantee, under the terms determined by the competent Administration. If the transport of passengers is included in the package holiday contract, a guarantee shall be provided for the repatriation of travellers, and the continuation of the package holiday may be offered. The requirement for this guarantee shall in all cases be subject to the provisions of Law 20/2013, of 9 December, on the guarantee of market unity.

Organisers and retailers not established in a Member State of the European Union who sell or offer package tours in Spain, or who by any means direct such activities to Spain, will also be obliged to provide such a guarantee.

2. The guarantee must be effective and cover reasonably foreseeable costs. It shall cover the amount of payments made directly by travellers, or by a third party on their behalf, in relation to peak season package holidays, taking into account the period between advance payments and final payments and the termination of the package holidays, as well as the estimated cost of repatriation in the event of insolvency. The necessary cover may be calculated on the basis of the most recent commercial data, such as the turnover from package holidays in the previous financial year, but must be adapted in the event of increased risks, in particular due to a significant increase in the sale of such holidays.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- 3. Insolvency shall be deemed to have occurred as soon as it is apparent that travel services will cease to be performed, will not be performed or will only be performed in part due to the lack of liquidity of the organisers or retailers, or when service providers require travellers to pay for them. In the event of insolvency, the guarantee must be available and the traveller may easily access the guaranteed protection, without prejudice to the possibility of continuation of the package. Refunds for travel services not performed shall be made without undue delay upon request of the traveller.
- 4. Protection against the insolvency of the organiser and the retailer shall benefit travellers regardless of their place of residence, place of departure, place where the package was sold or the Member State in which the guarantor entity is located in the event of insolvency.
- 5. Where the execution of the package is affected by the insolvency of the organiser or retailer, the guarantee will be activated free of charge for repatriations and, if necessary, for the financing of accommodation prior to repatriation, without implying any advance payment for the traveller.

#### 23. APPLICABLE LAW AND JURISDICTION

23.1 The Traveler accepts, as the law applicable to the contract and the obligations derived from it, the Spanish law to which he/she refers entirely for everything not expressly provided for in this contract. For any controversy that may arise in relation to the interpretation or execution of the obligations derived from this contract, the parties recognize as competent the court of the Spanish city of Malaga, expressly waiving any other forum or jurisdiction that may correspond to them by reason of their present or future addresses or for any other reason.

#### 24. PROTECTION AND PROCESSING OF PERSONAL DATA

- 24.1 ALMA CRUCEROS VICTORIA, S.L. (hereinafter also "ALMA CRUCEROS"), as data controller, pursuant to Articles 13 and 14 of the European Union General Data Protection Regulation (GDPR) 2016/679, as well as Spanish data protection legislation (LOPDGDD 3/2018 of 5 December), provides the following information on the processing of personal data relating to you, collected by ALMA CRUCEROS and/or provided by you as the data subject:
  - a) For booking and/or purchasing the package trip.
  - b) During the cruise (e.g. purchases made).
  - c) To register on the ALMA CRUCEROS website and/or application or complete forms available on the website www.almacruceros.com.
- 24.2 Data Controller: The Data Controller is: ALMA CRUCEROS VICTORIA, S.L., with registered office at Alameda Principal 49, 29001 Málaga, SPAIN, holder of CIF: B70787940.

#### 24.3 Purposes and Legitimacy of Treatment:

- a) Purposes related to the reservation/purchase of the package trip and/or to respond to your requests. Your personal data will be processed to comply with the obligations arising from the package trip purchase contract and/or to respond to your requests, allowing ALMA CRUCEROS to provide the service in an optimal manner, including:
  - i) Formalization, processing and execution of pre-contractual and contractual relations between you and ALMA CRUCEROS;
  - ii) Respond to your requests;
  - iii) Communication of relevant information about the package travel service purchased (for example, changes in contractual conditions, reservation details, etc.).

In addition, the data you provide to us may include information considered 'special categories of personal data' under the GDPR (for example, data relating to your health status, necessary to guarantee services adapted to your special needs if any and to protect your interests). This data will be processed solely for purposes related to the package and only with your explicit consent, which you may give by completing the specific form that will be sent to you by email after completing the purchase of the package, if you have previously informed us about any special needs.

b) Sending informative and promotional communications by email related to the package trip. The legitimacy of this processing is based on ALMA CRUCEROS' legitimate interest in ensuring that you receive notifications about services and products similar to those offered by ALMA CRUCEROS.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

You may opt out of receiving these communications at any time by clicking on the appropriate link included in any ALMA CRUCEROS communication. This request will not affect the sending of marketing communications as set out in section e) below, if you have given your express consent.

- c) Legal, health and safety purposes. Your personal data, including information about your health status if necessary, will also be processed to:
  - i) Comply with legal obligations and respect national and local regulations and those imposed by competent authorities according to the legislation;
  - ii) Verify, exercise and/or defend ALMA CRUCEROS' rights before the courts; and
  - iii) Ensure your access to necessary medical care during the cruise and protect your health status.
- d) Statistical purposes. Your personal data will also be used to compile aggregated statistics, in an anonymous form where possible, relating to ALMA CRUCEROS' activity in the context of the sale of package holidays. After booking and/or purchasing the package holiday, or during your travel experience, ALMA CRUCEROS may send you questionnaires by email that you can fill out voluntarily to assess your satisfaction as a customer. The analysis of this information will be carried out in an anonymous form where possible, and ALMA CRUCEROS will not use it for other purposes. The legitimacy of this processing is based on the legitimate interest of the company.
- e) ALMA CRUCEROS' direct and indirect marketing purposes. This includes promotional activities carried out by ALMA CRUCEROS on its own products and services (direct marketing), as well as on products of third parties considered to be ALMA CRUCEROS' business partners in various categories (e.g. tourism activities, airlines/transport services, travel agencies, insurance companies, electricity and gas distribution companies, entertainment, etc.), or, where applicable, of ALMA CRUCEROS' affiliated companies (indirect marketing). These activities may be carried out by automated means (such as emails, text messages (SMS), advertising on social networks, etc.) and non-automated means (such as postal mail, telephone calls with an operator, etc.).

Processing for marketing purposes (including direct and indirect marketing) will only be carried out with your free, specific and express consent, which constitutes the legitimacy of such processing and which you may revoke at any time. Therefore, the processing of your data for these purposes is entirely optional and you may decide not to give your consent or withdraw it at any time. The form for granting the corresponding consent is attached as ANNEX I.

- f) Profiling purposes, to analyse your travel preferences and consumer habits, and to conduct market research using electronic means, including questionnaires.
  - These activities are intended to create and/or develop predictive models related to ALMA CRUCEROS' customer types in order to improve ALMA CRUCEROS' commercial initiatives, services offered and information presented by ALMA CRUCEROS, better adapting them to customer interests. In addition, they allow the sending of personalized communications and tailored commercial offers, thus improving the customer experience with ALMA CRUCEROS.

Profiling is based on one or more of the following criteria (also known as "profiling logic "):

- Analysis of the shopping experience (e.g., amounts spent, period of year of purchase) from booking
  the cruise through its conclusion, including onboard spending, packages purchased (such as
  beverage packages), excursions, etc.
- Analysis of customer feedback on their experience through electronic feedback forms (e.g. questionnaires sent at the end of the cruise).
- Composition and age of participants in the package trip purchased (solo trip, couple trip, young couple, mature couple), as well as analysis of the booking market.

The consequences for the data subject of these profiling activities include the receipt of personalized commercial communications and/or promotions.

Processing for profiling purposes may only be carried out with your specific and explicit consent attached as ANNEX I for granting the corresponding consent, which constitutes the legitimation of the processing and which you may revoke at any time. Therefore, the inclusion of data related to profiling activities in the database is entirely optional.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- g) Purposes related to access to the ALMA CRUCEROS portal and (once operational) the App. (mobile application): They include access to the ALMA CRUCEROS portal through the website <a href="www.almacruceros.com">www.almacruceros.com</a> and/or through the mobile application also called "Alma Cruceros", in order to allow you to use the services provided through the portal and available to users with the option and/or active reservation of a cruise. This includes the reservation of wellness packages, possible purchase of exclusive drinks, reservation of wellness treatments, photos and gifts, as well as participation in parties and special events on board, among others. The legitimacy of the treatment is subject to your request for access to the portal, subject to the provisions that regulate the ALMA CRUCEROS portal and the ALMA CRUCEROS App, available on the website <a href="www.almacruceros.com">www.almacruceros.com</a>. (<a href="www.almacruceros.com">www.almacruceros.com</a>/condiciones-portalapp/)
- h) recordings for instrumental purposes of the cruise: Attached as ANNEX I is the authorization that must be expressly given for the capture and use of images.
- i) Ensuring safety on board: We keep a record of all persons on board throughout the cruise for safety reasons and to ensure, if necessary, effective management of search and rescue operations, as well as the protection of the vital interests of passengers, in accordance with European Union regulations (Directive 41/1998 amended by Directive (EU) 2109/2017), Spanish legislation (Royal Decree 724/2019, of December 13, which modifies Royal Decree 665/1999, of April 23, on the Registry of persons travelling on board passenger ships, and Royal Decree 1334/2012, of September 21, on information formalities required for merchant ships arriving or leaving Spanish ports), and the legislation applicable to the ship's flag. In this context, we inform you that we will take a photograph of you upon boarding in order to be able to identify you during your stay on board the ship. The legal bases for these processing activities are set out in Article 6, paragraph 1, letters c) and d) of the General Data Protection Regulation GDPR.
  - For security reasons, we also have a video surveillance system on board our vessels. Further information about this system and the corresponding privacy policy can be found on the vessel.
- j) Compilation of passenger lists and communication to third parties: Collecting and processing your personal data in order to compile a complete list of all passengers no later than 10 days before the cruise departure date. This list will be communicated to the different companies involved in the organization of the cruise, or part of the contracts that allow the Organizer to operate the ship, including the technical, nautical and commercial management of the ship, hotel and catering services, among others. The purpose of this communication is to ensure effective coordination, guarantee safety on board and be able to carry out the services during your stay on board. This data processing is based on article 6, section 1, letters b), c) and f) of the General Data Protection Regulation (GDPR).
- 24.4 Nature of Data Provision and Consequences of any refusal: The provision of personal data requested when purchasing the package is mandatory, in accordance with the law and limited to what is strictly necessary. Any total or partial refusal to provide the requested personal data may result in the Organizer not allowing the completion of your purchase.
- 24.5 Providing your personal data to access the ALMA CRUCEROS portal is optional; however, refusal to provide the requested personal data, whether in whole or in part, may result in the Organizer being unable to provide you with the services you request, including the ability to proceed with the online booking .
- 24.6 Finally, for the additional marketing and profiling purposes mentioned above, you have the right to freely express your consent, which is specific and revocable at any time. If you choose not to give your consent or to revoke it later, this may affect the Organizer's ability to carry out certain additional marketing and profiling-related purposes, as described above, without affecting the other purposes.

#### 25. CATEGORIES OF RECIPIENTS OF PERSONAL DATA.

- 25.1 Your data will not be disclosed, except in cases where disclosure is required by law or expressly authorized by you. Your data may only be disclosed, for the purposes indicated above, to the following categories of persons and entities:
  - Internal ALMA CRUCEROS staff duly authorized to process personal data;
  - ALMA CRUCEROS affiliated companies that need to access personal data to provide the indicated services;



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- Strategic collaborators and external entities that, within the framework of the contract that binds them to ALMA CRUCEROS, participate in the comprehensive management of the cruise in coordination with ALMA CRUCEROS, and that require access to personal data to carry out the provision of services on board and on land
- ALMA CRUCEROS suppliers and/or agents/operators who provide necessary services during the cruise, both on board the ships and on land (e.g. port agents, entertainment operators, etc.);
- External professionals, such as auditors, doctors, lawyers, tax advisors and consultants, who provide advisory or consulting services for the protection of ALMA CRUCEROS' interests (for example, in audit or due diligence operations);
- Agencies, companies or professionals that provide marketing, analysis and consulting services to ALMA CRUCEROS, including social networks such as Facebook and Instagram;
- Natural or legal persons who provide support and/or services to ALMA CRUCEROS (for example, IT services) and/or commercial partners of ALMA CRUCEROS (such as, for example, travel agencies);
- Persons whose right of access to personal data has been granted by virtue of legal provisions and secondary law or directives emanating from Authorities empowered to do so by law, including port authorities at places of disembarkation.
- 25.2 Parties falling into the categories listed above will use the data in their capacity as independent controllers or processors, as applicable.
- 25.3 The list of persons and entities to whom your data is communicated can be requested at any time from ALMA CRUCEROS, in general, or from the Data Protection Officer at the following addresses: <a href="mailto:datospersonales@almacruceros.com">datospersonales@almacruceros.com</a> and/or ALMA CRUCEROS VICTORIA, S.L., with registered office at Alameda Principal 49, 29001 Málaga, SPAIN for the attention of the Personal Data Protection Officer

#### 26. TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION.

- 26.1 Your personal data may be transferred abroad to third parties, whether or not they are part of the European Union, for the purposes indicated above .
- 26.2 In the case of data transfers to countries outside the European Union, these countries will guarantee, in accordance with the provisions of Article 45 et seq. of the GDPR, an adequate level of protection based on a specific decision of the European Commission or, alternatively, the recipient will have the contractual obligation to protect the data by applying an adequate level of protection comparable to that provided for in the GDPR.
- 26.3 Specifically, your personal data may be transferred to companies that provide services to ALMA CRUCEROS, including those located in countries outside the European Union (e.g., the United States, the United Kingdom, Norway), countries visited during your cruise (e.g., Morocco), as well as to port authorities at the cruise destinations. They may also be transferred to different authorities in compliance with legal provisions or international maritime law conventions, among others. The list of entities to which such data is communicated at any time is available upon request from the Company or from the Data Protection Officer at the following addresses: <a href="mailto:datospersonales@almacruceros.com">datospersonales@almacruceros.com</a> and/or ALMA CRUCEROS VICTORIA, S.L., with registered office at Alameda Principal 49, 29001 Málaga, SPAIN, for the attention of the Personal Data Protection Officer.

#### 27. PERSONAL DATA RETENTION PERIOD.

- 27.1 Personal data will be retained for the time necessary to fulfil the purposes for which they were collected and processed. Personal data will be retained for the duration of the contract you have entered into and for an additional period:
  - a) Within the time limits established by the legislation in force at all times;
  - b) Within the time limits established by legislation, including secondary legislation, which requires the retention of data (such as tax returns);
  - c) For the time necessary to protect the rights of the data owner in the event of litigation arising from the provision of the service .
- 27.2 Photos, images and audio/video footage captured during onboard events will be retained only for the duration of the cruise and will then be deleted .



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

- 27.3 The personal data used to send informative and promotional communications by email related to the package trip will be kept only for the duration of the cruise, unless you have previously requested not to receive such communications.
- 27.4 Personal data processed for marketing purposes based on your express and specific consent will be kept for five (5) years if you do not purchase an ALMA CRUCEROS cruise within this period, or for ten (10) years if you have purchased one or more cruises, if due to the characteristics of the trip it is affected by Law 10/2010, of April 28, on the prevention of money laundering and the financing of terrorism.
- 27.5 Personal data collected and processed for profiling purposes will be retained for a maximum of ten (10) years, after which they will be automatically deleted and permanently rendered anonymous.

#### DATA CONTROLLER.

27.6 The data controller is: ALMA CRUCEROS VICTORIA, S.L., with registered office at Alameda Principal 49, 29001 Málaga, SPAIN, addressed to the Personal Data Protection Officer.

#### 28. CONTACT INFORMATION - DATA PROTECTION.

28.1 You can contact the person responsible for processing your personal data at the following addresses: <a href="mailto:datospersonales@almacruceros.es">datospersonales@almacruceros.es</a> and/or ALMA CRUCEROS VICTORIA, S.L., with registered office at Alameda Principal 49, 29001 Málaga, SPAIN for the attention of the Personal Data Protection Officer.

#### 29. RIGHTS OF THE DATA OWNER.

- 29.1 In accordance with articles 15 to 22 of the GDPR and Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights, you have the right, also in relation to profiling, to:
  - a) access your personal data;
  - b) request rectification of your personal data;
  - c) revoke, at any time, consent to the use and disclosure of your personal data;
  - d) request the deletion of your personal data;
  - e) receive the personal data concerning you in a structured, commonly used and machine-readable format, as well as the right to send your data to another data controller;
  - f) object to the processing of personal data concerning you for marketing or profiling purposes;
  - g) obtain restriction on the processing of personal data;
  - h) lodge a complaint with a supervisory authority;
  - i) receive notification in the event of a personal data breach;
  - j) Request information about the purpose of the processing, the categories of personal data, the recipients or categories of recipients to whom the personal data have been or will be communicated, in particular, whether the data have been sent to recipients in third countries or international organizations and the existence of adequate guarantees, the period of conservation of the personal data and any available information on the origin of the personal data when they are not collected from the owner.
- 29.2 You may object to receiving notifications related to marketing and profiling activities by clicking on the "unsubscribe" link at the bottom of the emails received, or by sending an express request with the subject "unsubscribe" to the addresses indicated below.
- 29.3 You can exercise these rights and/or obtain more information about the processing of personal data by sending a notification:
  - by email to datospersonales@almacruceros.com
  - by post to ALMA CRUCEROS VICTORIA, S.L., Alameda Principal 49, 29001 Málaga, SPAIN for the attention of the Personal Data Protection Officer.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

ANNEX A - CONDITIONS OF THE INCLUSION INSURANCE INCLUDED IN THE PRICE OF THE PACKAGE

ADM

The state of the state of

### **Cruises Inclusion**

Travel Insurance. Coverage Cruises Inclusion

### Coverages Of the Insurance

Coverages	Limits
Medical attendance	
Medical expenses outside usual residence country	
- On land	150,000 €
- On board the cruise	7,500€
Medical expenses in the usual residence country	
- On land	3,000€
- On board the cruise	1,500 €
Dental Expenses	500€
Transfer to hospital in case of urgency	
- On land	Included
- From the vessel	5,000€
Search and location of lost luggage	Unlimited
Extension of the hotel stay due to Disease or Accident	145 €/day (max 14 days)
Medical Telephone Orientation	Included
Sanitary transfer of sick and wounded people	Included
- If We do not organize it	6,000€
Return home of the insured Accompanying Persons	Included
Accompanying person for minors or dependent persons	Included
Forgotten medications	200€
Return to the Travel plan	Included
Return to Travel plan stay (maximum 1 day)	200 €
Extension of the hotel stay of the "in situ" Accompanying person	200 €/day (max 10 days)
Transport of "in situ" Accompanying person	25 €/day (max 10 days)
Transfer of a person to accompany the hospitalized Insured person	Included
Stay expenses to accompany the hospitalized Insured person	200 €/day (max 10 days)



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

Aon C	ruises Inclusion
Aon C	ruises inclusior
Accompanying person's clinic stay expenses	200 €/day (max 10 days
Hospitalization expenses of the displaced Accompanying person	3,000
Transfer of remains mortals	Include
- If We do not organize it	6,000
Accompanying person of mortals remains	200 €/day (max 10 days
Compensation for hospitalization	50 €/day (max 6 days
Incidents during trips and flights	
Telephonic interpreter service abroad	Include
Costs of opening and repairing safes and safe deposit boxes	100
Loss of keys to the habitual residence	100
Refund of expenses due to travel delay	200
Loss of means of transportation due to an "in-itinere" accident	300
Forced extension of journey	200 €/day (max 5 days
Loss of flight connection	300
Travel delay due to "overbooking" in a means of air transportation	300
Compensation of services	300
Return of the Insured person in case of death of an Immediate Family Member	Include
Return of the Insured in case of hospitalization of an Immediate Family Member	Include
Early return due to serious accident	Include
Loss of visits	75
Alternative transportation due to loss of links	300
Luggage and documents	C Reduktion
Search and location of Luggage	Include
Loss, Damage and Theft of Checked Luggage	1,500
Damage and Theft of Non-Checked Luggage	750
Theft of Objects of value	750
Delay of Luggage	300
Etiquette Clothing Rental	300
Loss or Theft of travel documents	200
Information on formalities to cancel cards	Include
Shipment of personal objects	Include
Theft, destruction or deterioration of luggage and personal objects in vehicle	750
Service of travel assistance	
Information Service	Include
Administrative management and advance payment of hospital bills Abroad	3,000
Advance of the amount of criminal bail required Abroad	3,000
Payment of expenses for legal assistance Abroad	3,000
Communication expenses	Include



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.



Civil Liability	
Private civil liability Secure de	30.000€
Accident insurance	
Accident Insurance (Death and total permanent disability)	
- 24 hours	25,000€
- In public transportation means	25,000 €
	5.000.000€

This is only a summary of the main guarantees collected in the policy

Informative summary without contractual value, the coverages are detailed in the content of the policy.

Aon Iberia Correduria de Seguros y Reaseguros, S.A.U., with registered office in Madrid, c.Velázouz núm. 86D. C.P. 28065-Madrid, C.I.F. A 28109247 Registered in the Trade Register of Madrid in Volume 15.221. Folio 133, M-19.857. Registered in the Special Registry of incurance Brokers and Reinsurance Brokers of the Directorate General of Insurance with the code J0107 (Insurance Brokersge) and RJ0033 (Reinsurance Brokersge). Financial capacity and Civil Liability Insurance arranged in accordance with the provisions of Royal Decree-Law 3/2020, of February 4, on urgent measures by which variou European Union directives in the field of public procurement in certain sectors, private insurance, pension plans and funds, taxation and fax litigation and incomprated into the Spanish legal system.





This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

### ANNEX B - LUGGAGE COMPENSATION FRANCHISE FOR DAMAGE ARISING FROM MARITIME TRANSPORT

According to the website [https://www.imf.org/external/np/fin/data/rms\_five.aspx#fn1] of the International Monetary Fund, as of May 10, 2024, 1 Currency Unit is equivalent to 1.225350 EUR.

According to this exchange rate, the 149 Currency units in Clause 16.3 are equivalent to EUR 182.58.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

# ANNEX C - INFORMATION TO TRAVELERS ON THE RIGHT TO WITHDRAWAL FROM PACKAGE TRAVEL CONTRACTS ENTERED INTO OUTSIDE A BUSINESS ESTABLISHMENT AND MODEL WITHDRAWAL FORM

Every traveler who has contracted a package trip outside a commercial establishment has the right to withdraw from his/her package trip contract within a period of 14 (fourteen) calendar days without the need for justification, in accordance with the Revised Text of the Spanish General Law for the Defense of Consumers and Users RD 1/2007, of November 16.

The withdrawal period will expire 14 calendar days after the date of the conclusion of the contract (the date of the reservation); the withdrawal period will be extended by 12 months if the entrepreneur (ALMA CRUCEROS) has not complied with the obligation to provide information and documentation regarding this right. By providing this information and documentation, it is understood that ALMA CRUCEROS complies with this obligation.

To exercise the right of withdrawal, you must notify us of your decision to withdraw from the contract through an unequivocal statement (for example, a letter sent by post, fax or email).

The notification of withdrawal must be sent, before the expiration of the indicated period of 14 calendar days, to the Travel Agency where you booked your trip, or, alternatively, to the Organizer, at the following address:

ALMA CRUCEROS VICTORIA, S.L. Alameda Principal 49 29001 Malaga SPAIN

Phone number: +34 629 661 600

Email address: desistimiento@almacruceros.com

To send us your notice of withdrawal, you may use the model withdrawal form below, although its use is not mandatory.

To comply with the withdrawal period, it is sufficient for you to send unequivocal communication regarding your exercise of this right before the relevant period expires.

Consequences of withdrawal: In the event of withdrawal on your part, we will refund all payments received from you without undue delay and, in any case, no later than 14 calendar days from the date on which we are unequivocally informed of your decision to withdraw from this contract.

We will proceed to make the refund using the same payment method used by you for the initial transaction, unless you have expressly provided otherwise, indicating another legal payment method; in any case, you will not incur any costs as a result of the refund.

If you have requested that the provision of services begins during the withdrawal period, you will pay us an amount proportional to the part of the service already provided at the time you have notified us of your withdrawal, in relation to the total object of the contract, it being understood that ALMA CRUCEROS will not be responsible for any additional payment or extra cost arising from your decision to withdraw after the start of the package trip as a consequence of the necessary early interruption of your trip.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

#### **MODEL WITHDRAWAL FORM**

ALMA CRUCEROS VICTORIA, S.L. Alameda Principal 49 29001 Malaga SPAIN

To the attention of the Responsible for Withdrawals

Re: WITHDRAWAL DUE TO CONTRACTING OUTSIDE A COMMERCIAL ESTABLISHMENT WITHIN THE LEGAL PERIOD OF FOURTEEN DAYS

Name and Surname of Consumer:

ID no:

Address:

By means of this document, I exercise the right of withdrawal established in the Revised Text of the Spanish General Law for the Defense of Consumers and Users RD 1/2007, of November 16, regarding the travel contract signed with ALMA CRUCEROS VICTORIA, S.L., on the date:

I inform you that I exercise my right of withdrawal within the period of 14 calendar days, from the date on which the contract was signed, in accordance with the aforementioned regulation.

Place: In, \_\_\_\_\_\_

Date: \_\_\_\_\_\_

Signature: \_\_\_\_\_\_

(attach a photocopy of both sides of your ID or, failing that, a photocopy of your passport)



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

#### **ANNEX I**

#### **NEWSLETTER AUTHORIZATION**



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

#### **AUTHORIZATION FOR THE PREPARATION OF PROFILES**

Profiling purposes, to analyse your travel preferences and consumer habits, and to conduct market research using electronic means, including questionnaires.

These activities are intended to create and/or develop predictive models related to the types of ALMA CRUCEROS customers in order to improve the commercial initiatives, services offered and information presented by ALMA CRUCEROS, better adapting them to the interests of customers. In addition, they allow the sending of personalized communications and tailored commercial offers, thus improving the customer experience with ALMA CRUCEROS.

Profiling is based on one or more of the following criteria (also known as "profiling logic "):

- Analysis of the shopping experience (e.g., amounts spent, period of year of purchase) from booking
  the cruise through its conclusion, including onboard spending, packages purchased (such as beverage
  packages), excursions, etc.
- Analysis of customer feedback on their experience through electronic feedback forms (e.g. questionnaires sent at the end of the cruise).
- Composition and age of participants in the package trip purchased (solo trip, couple trip, young couple, mature couple), as well as analysis of the booking market.

I DO NOT CONSENT

The consequences for the data subject of these profiling activities include the receipt of personalized commercial

The legal basis for such processing is the consent itself, which may be withdrawn at any time without affecting the legitimate processing carried out up to that date. You may exercise your rights of access, rectification, cancellation, opposition, limitation and portability at any time by writing to <a href="mailto:datospersonales@almacruceros.com">datospersonales@almacruceros.com</a>. You also have the right to file a complaint with the Control Authority (www.agpd.es) if you consider that the processing of personal data does not comply with current regulations.



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

#### **IMAGE USE AUTHORIZATION**

TRAVELER'S NAME AND SURNAME:

ID no:

As the contracting party of the trip with the company ALMA CRUCEROS VICTORIA S.L., commercially known as ALMA CRUCEROS, I expressly AUTHORIZE the use of my image, obtained during the aforementioned trip, for the promotion of the same both on the website and on social networks, and my image may also be processed for such purposes, being aware that I can object to such processing at any time by writing to the agency at datospersonales@almacruceros.com.

If image rights exist, these are granted free of charge for an indefinite period of time, with no time limit or termination of this document being set, although this authorization may be revoked at any time through the channels indicated for communication in the previous paragraph.

ALMA CRUCEROS VICTORIA, S.L., in compliance with Regulation - EU-2016/679 of the Parliament and Council of Europe, in its article 5.1, regarding data protection, and by Organic Law 1/1982 and its amendments, on civil protection of the right to honor, personal and family privacy, informs that the personal image will be treated in a lawful, loyal and transparent manner in relation to the interested party, and in strict compliance with LOPDGDG [the Spanish Organic Law 3/2018 of December 5, 2018, on the Protection of Personal Data and guarantee of digital rights], law 3/2018 of December 5 on digital guarantees, in its Title II and its articles.

In application of Organic Law 1/1982, of May 5, on civil protection of the right to honor, personal and family privacy and one's own image, there will be no illegitimate interference when the graphic information deals with a public event or occurrence when the image of a specific person appears as merely accessory.

The Traveler declares that he/she knows and has accepted the Privacy and Data Protection Policy of ALMA CRUCEROS VICTORIA, S.L. available on its website https://almacruceros.com/ . (<a href="www.almacruceros.com/politica-privacidad/">www.almacruceros.com/politica-privacidad/</a>)

The entity undertakes that the use of these images will in no case cause harm to the honour and privacy of the persons concerned, nor will it be contrary to their interests, respecting the regulations on data and image protection.

Date:	
Travel Program:	. Travel date
Signature of the authorizing traveler:	

In accordance with the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, the images taken and the personal data of this authorization will be subject to data processing for which ALMA CRUCEROS VICTORIA, S.L., commercially known as ALMA CRUCEROS with address at Alameda Principal No. 49, 29001 Málaga, Spain, may carry out the processing under the terms and for the purposes set forth in this document. The recipient of these data will be solely said controller, who will not make any transfer of them, except for communications to those in charge of the treatment who collaborate in the provision of the services to which the treatment refers . The legal basis for said treatment is the consent itself, which may be withdrawn at any time, without affecting the legitimate treatment carried out up to that date. These images will be kept for the exclusive time to fulfil the purpose for which they were collected and as long as the rights that you may exercise against the person responsible



This document is available in English for non-Spanish speakers' convenience. However, should contradictions arise, the Spanish text will prevail.

do not expire, unless there is a regulation that provides for a longer period. At any time you can exercise the rights of access, rectification, cancellation, opposition, limitation and portability, by writing to <a href="mailto:datospersonales@almacruceros.com">datospersonales@almacruceros.com</a>. You also have the right to file a complaint, if you consider that the processing of personal data does not comply with current regulations, before the Control Authority (www.agpd.es).