

CROISICLUB PROGRAM GENERAL TERMS AND CONDITIONS

Version dated 18th of October 2022

The General Terms and Conditions of the CroisiClub Loyalty Program (hereinafter referred to as the "Program") contain the rules of this Program and state the provisions that determine the relationship between Alsace Croisières – CroisiEurope SAS and Program members.

This version supersedes any former version of the Terms and Conditions.

I. Purpose

1.1. The Loyalty Program has been established by Alsace Croisières - CroisiEurope SAS (hereinafter referred to as "CroisiEurope"), whose headquarters are located at 12 rue de la Division Leclerc, 67000 Strasbourg, France, registered under the number 998 348 601 at the Registry of Trade and Companies in Strasbourg and the number IM067100025 at Atout France (French tourist development agency) as a travel and tour agency.

1.2. Relations with Program members are managed by CroisiEurope Customer Service, who can be reached at +33 (0)3 88 76 44 44.

1.3. The purpose of the Loyalty Program is to allow members to accumulate points exclusively when purchasing trips listed as CroisiEurope programs in the CroisiEurope English-language brochures or on the CroisiEurope website in which all of the travel services are proposed by CroisiEurope. Trips that have been modified or include shared services by one of CroisiEurope's partners or trips under a "Group" rate are excluded from this Loyalty Program.

1.4. The accumulation of points also allows the Member (hereinafter referred to as the "Member") to benefit from certain specific advantages and price reductions.

II. Terms for Program membership

2.1 Eligibility

2.1.1. Membership in the Program is open to any natural person at least 18 years old who is not subject to protective measures.

2.1.2. Only one Loyalty Program membership is allowed per person (same identity).

2.1.3. The Member assumes full responsibility for the use of his or her CroisiClub Loyalty Program by himself or herself or a third party.

2.1.4. Any breach of these Terms and Conditions can cause CroisiEurope to terminate a Loyalty Program membership.

2.2. Scope of the Program

2.2.1. The Loyalty Program applies to any of the programs in the Alsace Croisières – CroisiEurope SAS English-language brochure—for any destination and without a minimum purchase.

2.2.2. Nevertheless, any service without an overnight stay and/or not exclusively a CroisiEurope program (see Article 4.2) is excluded from the Loyalty Program.

2.3. Program membership duration

2.3.1. Program membership is for an undetermined amount of time. However, membership will be terminated if the Member has not had contact with CroisiEurope for an uninterrupted three-year period (see Article 5.1). In this case, any points and advantages acquired by the Member will be lost. If the former Member would like to sign up for the Program again after the aforementioned three-year period, the Member's new Loyalty Program account balance will be reset to zero.

2.4. Membership terms and conditions

2.4.1 Membership in the CroisiClub Loyalty Program is nominative and free of charge and can be requested at any time at a CroisiEurope agency, on the CroisiEurope website, or with an authorized representative.

2.4.2. When signing up for the Program, the Member will be asked to provide, if available, a valid email address, title, date of birth, telephone number, and, in all circumstances, a valid mailing address.

2.4.3. Membership will be processed within thirty days from the receipt of the request. The CroisiClub membership number provided must be given by the Member for each future reservation to ensure he or she benefits from the Loyalty Program advantages.

III. Creating and consulting the CroisiClub account

3.1. The creation of the CroisiClub Loyalty account can be done at a CroisiEurope agency, through the CroisiEurope websites, or by an authorized representative.

3.2. All of the Loyalty Program content can be consulted on the CroisiEurope website, in a CroisiEurope agency, or with an authorized representative.

IV. Methods of awarding CroisiClub points

4.1. CroisiClub points will be credited to the Member's account the day after their trip begins.

4.2. Members earn points according to the total price of his or her reservation (including options and excursions chosen when reserving and bonus points)—not including taxes (transport, tourist, etc.), visa fees and costs, tips, and insurance. Services added to the contract not appearing in the CroisiEurope package will not be taken into account (hotel stays, transport not included in the CroisiEurope package, for example).

4.3. Purchases during a trip will not constitute points to be added to those already earned.

4.4. CroisiClub points will be added to the membership account number given at the time of the reservation by the Member in proportion to the price of the trip related to the Member, regardless of who pays for the trip.

4.5. Points earned can never be converted to cash. Similarly, they cannot be transferred to a third party.

4.6. No points will be earned if the trip has been obtained free of charge or if it is for a CroisiEurope employee. In addition, no points will be earned if the trip has been canceled either by CroisiEurope or by the Member. This also applies to tickets obtained fraudulently or to people who register and identify themselves wrongly under the name of another Program member.

4.7. If a Member feels the number of points he or she has been credited is erroneous at the end of his or her trip(s), he or she has a two-month period beginning at the date their trip ends to file a complaint with CroisiEurope Customer Service. The Member must provide all of the documents related to the trip (travel documents, etc.) to show the lack or absence of points credited. Only the Member himself or herself is authorized to file the complaint.

V. Validity of CroisiClub points

5.1. Points are valid during activity in the Member's account. The canceling of membership by the account holder or due to the duration imposed by the GDPR (General Data Protection Regulation, hereinafter referred to as "GDPR") will cause the deletion of acquired points.

5.2. However, it is the Member's responsibility to prove his or her number of points to benefit from the associated advantages and privileges.

5.3. If the Member decides on his or her own will to end his or her Loyalty Program membership, CroisiEurope will deactivate his or her account within 30 days following CroisiEurope's receipt of this request through the form found on the website www.croisieurope.com under "My account," and the Member will lose their points and the acquired advantages.

5.4. CroisiEurope reserves the right to correct an erroneous credit of points. The Member will be informed in due course.

5.5. If the Member sees their points have been modified between the reservation and the date of departure, the Member will benefit from the advantages of the actual level acquired at the time of departure.

5.6. However, the Member is responsible for verifying the total number of points and making sure he or she is attributed the correct amount.

VI. The different CroisiClub levels

6.1. As soon as a Member signs up for the CroisiClub Loyalty Program, the Member is given the Bronze Level.

6.2. According to the money spent when buying cruises at a CroisiEurope agency, through the CroisiEurope websites, or with an authorized representative, the Member can progress through five levels proposed in the Loyalty Program.

PLEASE NOTE: One point equals €100 spent. Only whole hundreds are taken into account.

- Bronze: Reserved for members who have accumulated between 0 and 29 total points—equivalent to an amount spent between €0 and €2,999.
- Silver: Reserved for members who have accumulated between 30 and 79 total points—equivalent to an amount spent between €3,000 and €7,999€.
- Gold: Reserved for members who have accumulated between 80 and 249 total points—equivalent to an amount spent between €8,000 and €24,999.
- Platinum: Reserved for members who have accumulated between 250 and 499 total points—equivalent to an amount spent between €25,000 and €49,999.
- VIP: Reserved for members who have accumulated 500 points or more—equivalent to an amount spent exceeding €50,000.

6.3. Moving to a higher level is done automatically, and the Member will be informed through email (if they provided an email address). However, it is not possible for a Member to be downgraded to a lower level.

6.4. Members can verify their levels in their customer account profile on the CroisiEurope website, at a CroisiEurope agency, or with an authorized representative.

VII. The privileges/advantages of the different levels

7.1. Bronze

- Access to the CroisiClub Space and dedicated newsletters.
- Special attention on board the CroisiEurope fleet for your wedding anniversary (only for full decades: 10, 20, 30, etc. years of marriage; to mention when reserving).
- Priority shipping of brochures and new offers.
- Access to loyalty cruises specifically for CroisiClub members.
- Discounts for a selection of "privilege" cruises.
- Earn bonus points on an ever-changing selection of cruises.

7.2. Silver

- Access to the CroisiClub Space and dedicated newsletters.
- Special attention on board the CroisiEurope fleet for your wedding anniversary (only for full decades: 10, 20, 30, etc. years of marriage; to mention when reserving).

- Priority shipping of brochures and new offers.
- Access to loyalty cruises specifically for CroisiClub members.
- Discounts for a selection of "privilege" cruises.
- Earn bonus points on an ever-changing selection of cruises.

7.3. Gold

- Access to the CroisiClub Space and dedicated newsletters.
- Special attention on board the CroisiEurope fleet for your wedding anniversary (only for full decades: 10, 20, 30, etc. years of marriage; to mention when reserving).
- Priority shipping of brochures and new offers.
- Access to loyalty cruises specifically for CroisiClub members.
- Discounts for a selection of "privilege" cruises.
- Earn bonus points on an ever-changing selection of cruises.
- Onboard surprise during your cruises—only available on CroisiEurope fleet ships.
- Behind-the-scenes private tour of the ship (wheelhouse, engine room, kitchens, for example) according to circumstances—only available on CroisiEurope fleet ships.

7.4. Platinum

- Access to the CroisiClub Space and dedicated newsletters.
- Special attention on board the CroisiEurope fleet for your wedding anniversary (only for full decades: 10, 20, 30, etc. years of marriage; to mention when reserving).
- Priority shipping of brochures and new offers.
- Access to loyalty cruises specifically for CroisiClub members.
- Discounts for a selection of "privilege" cruises.
- Earn bonus points on an ever-changing selection of cruises.
- Onboard surprise during your cruises—only available on CroisiEurope fleet ships.
- Behind-the-scenes private tour of the ship (wheelhouse, engine room, kitchens, for example) according to circumstances—only available on CroisiEurope fleet ships.
- Unisex slippers in your cabin for each cruise—only available on CroisiEurope fleet ships.
- Personalized welcome note the day you arrive—only available on CroisiEurope fleet ships.
- High-quality baggage tags.
- One bottle of local wine on request on board each of your cruises—only available on CroisiEurope fleet ships.
- Free deck upgrade on arrival (according to availabilities on board and to the deck level directly above the one reserved)—only available on CroisiEurope fleet ships.
- 5% discount on each trip purchased at a CroisiEurope agency, through the CroisiEurope websites, or from an authorized representative for the duration of PLATINUM level membership, which cannot be combined with other current discounts and is only valid for the CroisiClub Member in question (not including "Readers' Cruises")—only available on CroisiEurope fleet ships.

7.5. VIP

- Access to the CroisiClub Space and dedicated newsletters.
- Special attention on board the CroisiEurope fleet for your wedding anniversary (only for full decades: 10, 20, 30, etc. years of marriage; to mention when reserving).
- Priority shipping of brochures and new offers.
- Access to loyalty cruises specifically for CroisiClub members.
- Discounts for a selection of "privilege" cruises.
- Earn bonus points on an ever-changing selection of cruises.
- Onboard surprise during your cruises—only available on CroisiEurope fleet ships.
- Behind-the-scenes private tour of the ship (wheelhouse, engine room, kitchens, for example) according to circumstances—only available on CroisiEurope fleet ships.
- VIP meeting with the captain or private cocktail (valid only once during the cruise)—only available on CroisiEurope fleet ships.
- Unisex slippers in your cabin for each cruise—only available on CroisiEurope fleet ships.
- Personalized welcome note the day you arrive—only available on CroisiEurope fleet ships.
- High-quality baggage tags.
- One bottle of champagne on request on board each of your cruises—only available on CroisiEurope fleet ships.
- Toiletries in your cabin—only available on CroisiEurope fleet ships.
- One fruit basket in your cabin—only available on CroisiEurope fleet ships.
- Free deck upgrade on arrival (according to availabilities on board and to the deck level directly above the one reserved)—only available on CroisiEurope fleet ships.
- Invitations to inaugurations (travel not included) and advantageous terms for the inaugural cruise—only available on CroisiEurope fleet ships.
- 10% discount on each trip purchased at a CroisiEurope agency, through the CroisiEurope websites, or from an authorized representative for the entire duration of VIP level membership, which cannot be combined with other current discounts and is only valid for the CroisiClub Member in question (not including "Readers' Cruises"). Replaces the 5% discount available for PLATINUM members—only available on CroisiEurope fleet ships.

VIII. Applicable rules for privileges

8.1. General terms

8.1.1. Privileges are given to Members according to the level they hold. The order and day the privileges take place can vary according to the internal organization on the ship. The Member will be informed of the availability of his or her privilege during the cruise.

8.1.2. No points are awarded for the use of privileges.

8.1.3. Privileges can be used only once per cruise. They are renewed for each cruise.

8.1.4. If a privilege is not used during the cruise, it cannot be transferred to another cruise.

8.1.5. Likewise, in the event of the non-use of a privilege, the Member cannot request a reimbursement or an exchange for another privilege.

Privileges cannot be transferred to a third party.

8.1.6. The amounts on vouchers to spend on board, given in the framework of the Loyalty Program, do not allow Members to earn CroisiClub points.

8.2. Particular rules for the "deck upgrade" privilege

8.2.1. The onboard "deck upgrade" will be proposed to "Platinum" and "VIP" members when boarding the ship (subject to availability in the category directly superior to the one reserved), and it will be applied if the Member accepts.

8.2.2. This privilege allows travel in a category immediately superior to the one booked at the time of the reservation. Example: If two Members in the same cabin are both eligible for this privilege, they cannot benefit from a double upgrade. A Member cannot accumulate two consecutive upgrades.

8.3.

IX. Legal notices

Membership in the Loyalty Program constitutes acceptance of these Terms and Conditions.

9.1. Modification of the General Terms and Conditions or termination of the Program

If CroisiEurope decides to modify or terminate the Loyalty Program, Members will be informed through the websites or by personal email at least 30 days before the end date of the Program.

CroisiEurope reserves the right to modify, supplement, or terminate these Terms and Conditions and the accumulation of points at any time. These modifications will be published directly on the CroisiEurope websites, in the CroisiEurope agencies, or with authorized representatives, as well as in these Terms and Conditions.

In the event of modification of the Terms and Conditions, the new Terms and Conditions will be considered approved as soon as the Member completes a new purchase on the CroisiEurope website, in a CroisiEurope agency, or from an authorized representative. Consequently, the Member cannot claim any prejudice or right to retraction.

In the event of a dispute between a Loyalty Program Member and CroisiEurope, only the Terms and Conditions at the time of the last cruise taken will be applicable.

9.2. CroisiEurope's responsibilities and rights

CroisiEurope reserves the right to audit Member accounts, without prior notice, to ensure the Program's Terms and Conditions are being followed and to detect fraudulent activities, if needed.

CroisiEurope reserves the right, at its sole discretion, to exclude, without prior notice, Members who do not follow these Terms and Conditions or who demonstrate behavior that could damage CroisiEurope's image or the proper operation of its business.

CroisiEurope is not liable for damages due to stopping or terminating the Loyalty Program for any reason.

If CroisiEurope cannot attribute points or in the event of an error in the points attributed, the Member's only recourse will be to obtain the credit of the said points or the benefit concerned, if the latter is still available, or an equivalent advantage.

9.3. Information concerning the processing of personal data

9.3.1. Personal data

Management of personal data, especially the storage of this data, will follow the measures imposed by the GDPR (676/2016). This concerns data the Member would have given to CroisiEurope in the framework of the Loyalty Program, namely:

- First and last names, mailing address, email address, date of birth, and telephone number provided during registration.
- Type of cruise(s) purchased, total amount spent (for the reservation and on board).

The data collected by CroisiEurope will not be disseminated except where required by legal regulations or judicial purposes or to business partners to ensure the carrying out of the cruise services.

Business partners fall under the following commercial categories:

- a) Tourist activities
- b) Airline companies, transportation services
- c) Travel agencies
- d) Insurance

The list of companies and organizations who will receive the data is available by mail addressed to the Data Protection Officer at Alsace Croisières – CroisiEurope, 12 Rue de la Division Leclerc, 67000 Strasbourg, France.

A Member's personal data, in particular his or her Loyalty Program level and the number of corresponding points, will be stored during the entire duration of membership to the Loyalty Program. In the event the Member cancels their membership to the Loyalty Program, CroisiEurope reserves the right to store the Member's personal data for a period no longer than three years in anticipation of a possible re-registration in the Loyalty Program.

Some data could be archived to establish, if needed, proof of a right or prior existence of a contract when legal obligations require it. Access to this data is reserved for CroisiEurope. Nevertheless, storage of this data will not exceed the statute of limitations under common law.

9.3.2. Purposes related to the processing of personal data

Members' personal data stored by Alsace Croisières – CroisiEurope SAS will be used for the following purposes:

- Managing the Loyalty Program (crediting of points, advantages)
- Managing transactions and orders
- Communicating with the Member about information related to the Program (invitations included in the Loyalty Program, changes of level)
- Sending information related to travel
- Sending communications related to the CroisiClub Loyalty Program
- Marketing (send newsletters, commercial prospecting), including profiling activities, meaning the analysis of travel preferences and market research (satisfaction surveys, use of cookies)
- Organizing contests
- Compiling statistics (anonymously)
- Carrying out polls and satisfaction surveys
- Ensuring compliance with legal obligations
- Fighting against and preventing fraud (for example, controlling observance of the Terms and Conditions)
- Managing complaints

The Member agrees to receive, by mail and/or by email, communications related to the management of the CroisiClub Loyalty Program.

9.3.3. Member's right to access personal data

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and French Law No. 2018-493 of 20 June 2018, the Member has a right to access and rectify personal information concerning him or her.

The Member has the possibility of objecting for legitimate reasons to the processing of his or her data or, without reason and without penalty, to the data being used for prospecting operations, including commercial ones. The Member has the right to limitation, portability, erasure, and objection concerning his or her personal data. To exercise these rights, the Member may contact the Data Protection Officer by email (dpo@croisieurope.com) or by mail at the following address: DPO CROISIEUROPE - 12 Rue de la Division Leclerc -F- 67000 STRASBOURG.

In the event of a problem, the Member can contact his or her country's Data Protection Authority.