

## GENERAL TERMS AND CONDITIONS OF SALE OF COMPAGNIE DU PONANT

Updated on December 19, 2024

### PREAMBLE

These General Terms and Conditions of Sale ("**GTC**") are applicable to tourist packages organised and sold by CDP (cruises only and cruises combined with accommodation and/or air transport). They supplement the pre-contractual information provided to the Passenger prior to booking, consisting of the preliminary offer or quotation and the standard information form. These GTC may be supplemented by the Particular Terms and Conditions of Sale ("**PTC**") specific to each summer or winter Cruise season or to the m/s Paul Gauguin and/or by exceptional booking conditions. The PTC and any exceptional booking conditions take precedence over the provisions of these GTC.

These GTC may also be adopted by the retail travel agency and provided to its passenger-customer.

The pre-contractual information provided to the Passenger forms an integral part of the Contract entered into but, by mutual agreement between the Passenger and CDP, may be subject to changes before the Contract is entered into on the following points: main characteristics of the trip (transport, accommodation, timetables, stopovers, itineraries, etc. within the meaning of Article R. 211-4-1° of the French Tourism Code), price, number of people required for the Cruise and cancellation costs. Any changes to the aforementioned elements will be notified to the Passenger prior to the conclusion of the Contract by any means that are clear and comprehensible, in particular by sending an email to the address provided by the Passenger.

No right of withdrawal: once a Contract has been concluded, the Passenger has no right of withdrawal, even in the case of distance selling (in accordance with the provisions of Article L. 221-28-12° of the French Consumer Code).

Should any provision of these GTC and/or the Contract be contrary to a mandatory legal provision and/or be declared null and void, this nullity will not affect the validity of the other clauses.

### **1. Definitions**

1.1 "**Air Carrier**": Company that undertakes to transport Passengers by air and whose identity is specified on the Airline Ticket.

1.2 "**Airline ticket**": Document containing the provisions of the air transport contract by which the Air Carrier undertakes to transport the Passenger between the airports mentioned therein.

1.3 "**Compagnie du Ponant**" or "**CDP**": Organiser and/or retail travel agency selling tourist packages. A simplified joint stock company with a sole shareholder with its registered office located at 408, avenue du Prado 13008 MARSEILLE, with a capital of EUR 3,644,607, registered in the MARSEILLE Trade and Companies Register under number 344 497 011,

registered in the Atout France Register under number IM013120040, member of Entreprises du Voyages. Its financial guarantee is provided by APST, 15 avenue Carnot, 75017 Paris. Compagnie du Ponant has taken out an insurance policy with Generali Assurance IARD, 2 rue Pillet Will 75009 Paris, FRANCE, covering its Professional Civil Liability under No. AA714708.

1.4 **"Conclusion of the Contract"**: Refers to the time when the Contract is concluded between the Passenger(s) and CDP, i.e., when CDP receives confirmation of the booking from the Passenger(s).

1.5 **"Contract"**: Written document confirming the respective duties of CDP and the Passenger.

1.6 **"Cruise"**: Tourist package as described in the commercial brochure and/or the CDP website and whose characteristics are specified in the preliminary offer and the Contract.

1.7 **"Cruise Organiser"**: CDP, in its capacity as the legal entity that organises the cruise provided to the Passenger or Retailer and whose full contact details are indicated on the Contract.

1.8 **"Disabled Person" or "Person with Reduced Mobility"**: Any person who is limited in their activity or restricted in their participation in the agreed Services due to a temporary or permanent substantial impairment of one or more physical, sensory, mental, cognitive or psychological functions, a multiple disability or an incapacitating medical condition.

1.9 **"Expedition Cruise"**: A tourist package of an exploratory nature, featuring exploration outings in inflatable boats and the presence of naturalist guides.

1.10 **"Health Protocol"**: The document provided by CDP to the Passenger which sets out the medical conditions with which each Passenger must comply in order to be able to embark. The latest version is available on the following page: <https://uk.ponant.com/formalities>.

1.11 **"Maritime Conditions of Carriage"**: Terms and conditions under which the Maritime Carrier undertakes to provide transport to the Passenger between the ports mentioned in the Travel Book. The Maritime Conditions of Carriage are available here: <https://www.calameo.com/read/0001324239bd36c09b517>.

1.12 **"Maritime Carrier"**: Means CDP.

1.13 **"Package"**: The combination of at least two different travel services exceeding 24 hours or including an overnight stay, operated by CDP at the request of the Passenger prior to the conclusion of the Contract, or sold at an all-inclusive price.

1.14 **"Passengers"**: Any person whose name and contact details appear on the Contract, concluding the Contract and/or benefiting from the travel services provided for in the Contract.

1.15 **"Price"**: Total amount of the Services booked by the Passenger entering into the Contract.

1.16 **"Retailer"**: Natural or legal person who has sold the Services provided by CDP in its capacity as Cruise Organiser directly to the Passengers.

1.17 **"Service"**: Refers to all travel and other tourist services provided directly by CDP to the Passenger when booking tourist packages at the time the Contract is concluded or afterwards, excluding services purchased by the Passenger from third-party providers not affiliated with CDP.

1.18 **"Transfer"**: Operation consisting of transporting Passengers between the embarkation and/or the disembarkation port and a meeting point set by CDP (airport, hotel, railway station, etc.).

1.19 **"Travel Book"**: Document including the Travel Schedule, which serves as a voucher for the Services booked and which specifies the characteristics of the Cruise and by which the Cruise Organiser undertakes to provide the Passenger with the services mentioned therein, in particular to have the Passenger transported by the Maritime Carrier on the Maritime Conditions of Carriage available here:

<https://www.calameo.com/read/0001324239bd36c09b517>.

## **2. Acceptance and application of the conditions applicable to the Contract**

Prior to entering into the Contract, the Passenger will be provided with the preliminary offer, the GTC and PTC relating to the Service purchased as well as the conditions attached to the scheduled transportation. The Passengers acknowledge having received and read these General Terms and Conditions of Sale in their entirety, the specific conditions for certain Services, the standard form relating to the Service purchased and all the terms of the preliminary offer (quote, programme) before confirming their reservation.

## **3. Applicable text**

The contractual relationship between CDP and the Passenger is governed by the French Tourism Code (articles L. 211-1 seq. and R. 211-1 seq.).

## **4. Payment of the Price**

4.1 The Conclusion of the Contract implies payment of 100% of the air transport (individual/scheduled flights only) and of the insurance premiums taken out by the Passenger and 25% of the other Services. The balance of the Price must be paid no later than 90 calendar days before the start of the first of the Services listed in the Contract.

4.2 Once the Price has been paid in full and in good time before the start of the Services, the Passenger will receive the documents required for the execution of his voyage, the information on the scheduled departure time and, if applicable, the latest check-in time, the times of stopovers, connections and arrival.

## **5. Rates and discounts per person and per cruise**

5.1 The reference cruise prices apply throughout the marketing period and are per person based on double cabin occupancy.

5.2 The **"Ponant Bonus"** price is the lowest price that a Passenger can get on the day of booking. It allows the Passenger to save up to 30% on the reference cruise price (port-to-port price only, excluding port and security taxes, air fare and any ground services). Depending on the availability of the cruise, the percentage discount may decrease, and the "Ponant Bonus" price may increase. With certain exceptions, the "Ponant Bonus" price may be combined with other offers.

5.3 **Single supplement.** The single supplement applies to any person occupying a cabin in single occupancy. It applies to the port-to-port part (excluding port taxes) of the current "Ponant Bonus" price. This supplement is subject to change according to the number of

passengers occupancy on the cruises concerned. It may therefore change only for certain categories of cabins and/or suites or for an entire cruise at any time and without prior notice. The single supplement is available on a selection of cruises for specific cabin categories. This selection is updated according to occupancy and can be consulted at [www.ponant.com](http://www.ponant.com). The updated amount of the applicable single supplement will be communicated to the Passenger at the time of the preliminary offer and before the Contract is concluded. The single supplement offered or reduced cannot be combined with seasonal special offers.

5.4 Depending on the occupancy of the ship (excluding the sailing yacht LE PONANT), at the time of booking, a **"guaranteed" cabin** in the Deluxe Deck 3 category may be offered. This means that the reservation is made in the Deluxe Deck 3 category, without the allocation of a cabin number, which will be assigned at CDP's discretion and may change at any time up to the embarkation. Once a number has been allocated, no change requests can be accepted. The advantage of this option is that you can enjoy a cabin in a higher category without having to pay a surcharge. In all cases, the minimum category chosen at the time of booking is guaranteed. With certain exceptions, the "guaranteed" cabin price can be combined with other offers.

5.5 **Special discounts for children:** Children under the age of 18, sharing a cabin with 2 adults (2 adults + 1 child - from the age of 1 for Yachting cruises, from the age of 6 for Expedition cruises, from the age of 8 for LE COMMANDANT CHARCOT cruises), are welcomed free of charge on board our ships, subject to cabin capacity and depending on the child's age. Mandatory port and airport taxes relating to the embarkation or disembarkation of the child must however be paid by the Passenger. A child sharing a cabin with a single adult (1 adult + 1 child) is considered to be a paying adult (adult price).

5.6 **Loyalty Benefits:** To be discovered on the page <https://uk.ponant.com/ponant-benefits>.

5.7 During the year, CDP may offer special promotions whose details are not included in the brochures or on the CDP website. These offers are not retroactive and cannot be combined with each other. It cannot be determined in advance if and under what conditions such offers will be made. Special offers are subject to specific conditions, other than those stated in these GTC.

## **6. Passports, Visas and Vaccination Certificates**

6.1 Prior to the Conclusion of the Contract, the Passenger will receive general information on the administrative and medical formalities to be completed and the foreseeable deadlines, including a reference to the competent authorities. All Passengers must be in possession of a valid passport, or, where applicable, an identity card, valid for 6 months after the date of return, as well as any visas and vaccination certificates that may be required in the ports of call and arrival of the ship, as well as in the airports of arrival, departure or stopover of the Passengers during their pre- or post-transportation. The Passenger is invited to consult the following websites: <https://uk.ponant.com/formalities>, [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr) and [www.pasteur.fr](http://www.pasteur.fr).

6.2 CDP may under no circumstances be held liable for the consequences of the Passenger's failure to comply with police, customs or medical formalities before or during the Services. A Passenger who is unable to board a flight or a ship, due to failure to present the required

documents, may not claim any refund or compensation, with the exception of denied boarding due to non-compliance with the Health Protocol as stipulated in [article 7.6](#).

6.3 In any event, the Passenger is advised to check all information with the relevant authorities before the date of departure. CDP advises Passengers to consult the country files of the French Ministry of Foreign Affairs relating to the chosen destinations on the <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs> website or to make enquiries by telephone (+33 1 43 17 53 53 Ministered de l'Europe et des Affaires Étrangères). CDP particularly draws the attention of Passengers to the fact that the information provided may change up until the departure date. CDP encourages Passengers to adapt their behaviour to the destination, to be vigilant and to avoid wearing or carrying valuables when travelling abroad.

6.4 Passengers' passports will be checked against national and international criminal databases, in particular Interpol databases.

6.5 Some destinations require the declaration of passenger information before departure. If CDP does not receive all the required information within the specified time frame, the Passengers may be denied boarding by CDP, which cannot be held responsible in any case.

## **7. Embarkation and maritime conditions of carriage**

### **• General rules**

7.1 The Passengers must present themselves for embarkation on the conditions set out in the Maritime Conditions of Carriage and at the time indicated in the Travel Book. The Travel Book issued by CDP is valid only for the Cruise and the ship mentioned in it.

7.2 The Maritime Conditions of Carriage govern the maritime transport of Passengers and their luggage from the time of embarkation at the port of departure until the time of disembarkation at destination.

7.3 If Passengers who have booked a port-to-port cruise-only Package organise their own air or land transport to the port of embarkation and/or to their home from the port of disembarkation, they are strongly advised to purchase modifiable and refundable tickets and to plan for reasonable station/airport/port transfer times. In the event of delay, cancellation or changes, CDP will not be responsible for the cost of transport, transfers and/or any other type of services not included in the cruise package and not purchased directly from CDP. CDP is not responsible for any incidents or accidents to property and/or personal injury that may occur during transport to/from the ship.

7.4 For Ocean Voyages and Transatlantic cruises: in order to ensure safe boarding on the day of departure, CDP strongly recommends that Passengers stay in city of the ship's departure, the day before departure. Likewise, on the day of disembarkation, CDP strongly suggests booking a flight the day after the ship's arrival. As a matter of fact, these voyages, which are often of long duration, are more than any other type of voyage subject to the unpredictable weather conditions, in particular winds and currents, which may mean that it is necessary to anticipate departure and/or delay the ship's arrival.

7.5 Each Passenger certifies, at the time of booking the Cruise, that he is fit to travel at sea and that his state of health or conduct will not be detrimental to other Passengers or to the smooth running of the agreed and/or proposed Services. If a Passenger's medical condition is such as to limit his ability to benefit from the agreed Services, to disrupt the smooth

running thereof or to endanger the safety of other passengers or crew members, he must inform CDP and must complete a medical questionnaire to be sent to CDP's medical department, in compliance with medical confidentiality, at the following address: [medical@ponant.com](mailto:medical@ponant.com). The Passenger who has not notified CDP or the on-board doctor of a specific medical condition likely to affect the performance of the Services included in the Contract may not hold CDP liable in this respect.

7.6 The Passenger must present himself for boarding on the conditions set out in the CDP Health Protocol. It will be provided to the Passenger at the time of the preliminary offer and is available online at any time via the dedicated web page <https://uk.ponant.com/formalities>. The Health Protocol must be respected throughout the cruise and may be updated before departure. If, on the day of embarkation, the Passenger does not comply with the Health Protocol, the conditions of which are cumulative, CDP and/or the Captain are entitled to refuse boarding. In this case, the Passenger will be deemed to have cancelled the contract at his own initiative and will be liable for the contractual cancellation fees set out in article 10 of these GTC. In such case, and as an exception to the conditions of cancellation by the Passenger stipulated in Article 10, CDP may offer the Passenger, on an exceptional basis, a non-refundable credit note in the name of the Passenger, not convertible into cash, valid on a future cruise under conditions to be specified by CDP, and corresponding to the price paid by the Passenger for his booking after deduction of insurance premiums, services consumed by the Passenger and the cost of any land-based services.

7.7 Medical consultations, treatment and medication on land or on board the ships are at the expense of the Passenger. All Passengers must ensure that they have appropriate medical insurance cover.

7.8 In order to control the risk of an epidemic, CDP, the ship Captain or any local health authority may require the Passenger to complete a health questionnaire and, if necessary, pass a screening test before or at the time of embarkation or disembarkation, including during stopovers. The cost of the screening test is borne by the Passenger.

7.9 For all CDP and LE PAUL GAUGUIN Cruises, Passengers declare on their own behalf, and on behalf of minors registered on their Contract, that they are physically and psychologically fit to spend several days at sea in the enclosed environment of a cruise ship. In order to do so, they must, within 14 days of entering into the Contract, confirm that they have duly taken into account the boarding conditions and the required skills by completing and signing the document entitled "*Boarding conditions and passenger fitness*", which is available and can be consulted at the following address: <https://www.calameo.com/read/000132423243fd6bf4191>. Passengers undertake to inform CDP's medical department ([medical@ponant.com](mailto:medical@ponant.com)) of any change in their medical condition that may have an impact on their care on board, in complete safety and in compliance with medical confidentiality.

7.10 Throughout the trip, the Passenger must comply with on-board discipline. The Passenger is required to attend any safety demonstration and explanation organised on board and to follow the crew's instructions at all times.

7.11 CDP and/or the ship's Captain may, if they deem it necessary, cancel the Contract and refuse to embark any Passenger who does not comply with the conditions of entry into the

country of the ports of destination or whose presence on board could be prejudicial to the comfort, health or safety of the other Passengers, the crew, the laws and regulations of the ports visited by the ship or could make CDP responsible for his defence or repatriation.

For these reasons, CDP and/or the ship's Captain may decide to take the following appropriate measures: 1) refuse to embark the Passenger(s) in any port visited by the ship, 2) disembark the Passenger(s) in any port visited by the ship, 3) transfer the Passenger(s) to another ship, 4) confine the Passenger(s) on board, in his cabin or in a cabin of the on-board medical service, and/or 5) impose medical treatment by the on-board doctor.

- **Disabled people and people with reduced mobility**

7.12 For safety reasons, each Passenger must be able to travel independently or be accompanied by a person capable of providing all necessary assistance during the performance of the Services.

7.13 Passengers whose mobility is impaired due to a physical disability or a condition requiring special treatment and/or specific assistance, including persons using a wheelchair, on a temporary or permanent basis, must notify CDP's medical department in writing ([medical@ponant.com](mailto:medical@ponant.com)) as soon as the booking request is made or as soon as the Passengers become aware of their disability if this occurs after the Contract has been concluded, and if possible at least thirty days before the start of the Contract, in order for CDP to be able to confirm to the Passengers that they will be able to be physically on board the ship and/or perform the agreed Services.

7.14 CDP and/or the Captain reserve their rights to refuse access to Passengers who have not informed CDP of a disability, a need for assistance or a health problem if these are not compatible with the applicable safety rules and regulations specific to the area of navigation or require care that CDP is unable to provide or if the design of the passenger ship, the infrastructure and equipment of the port, including the port terminals, make it impossible to embark, disembark or transport the Passenger concerned under satisfactory safety conditions.

The Passenger is hereby informed that in such a case, the Contract will be cancelled and that CDP may apply the cancellation fees provided for in the Contract and in [article 10](#) of these GTC.

7.15 Getting ashore can be difficult or even impossible for disabled persons and people with reduced mobility, particularly when disembarking in a rowboat and/or leaving in an inflatable boat.

7.16 Passengers using a wheelchair and requiring permanent assistance during the performance of the Services, with the written agreement of CDP, must board with their own wheelchair and must be accompanied by a person capable of assisting them at all times, whether or not sharing the same cabin. In all cases, for safety reasons, each disembarkation is subject to the approval of the Captain.

7.17 CDP' ships have cabins specially equipped to accommodate people with disabilities or reduced mobility: 2 cabins for the CDP EXPLORERS, 1 cabin for the m/s LE PAUL GAUGUIN, 3 cabins for the LBS Series (LE BOREAL, L'AUSTRAL, LE SOLEAL, LE LYRIAL), 3 cabins for "LE COMMANDANT CHARCOT".

It should be noted that, due to a different design, the catamaran “SPIRIT OF PONANT” and the sailing yacht “LE PONANT” are not accessible to persons with reduced mobility or persons with disabilities.

- **Children - Pregnancy**

7.18 Unaccompanied minors are not allowed on board. CDP allows minor children, accompanied by one or both parents, a person holding parental authority, or a delegate of the minor's custody on a permanent or temporary basis, with the appropriate documentation, to embark on its ships from a certain age:

- From 1 year old on Yachting cruises (all cruises, including those aboard the catamaran “SPIRIT OF PONANT” and the yacht "LE PONANT", with the exception of Expedition Cruises and cruises on board of “LE COMMANDANT CHARCOT”)
- From 6 years old on Expeditions Cruises
- From 8 years old on LE COMMANDANT CHARCOT cruises

7.19 For all Expedition Cruises, including those on board of LE COMMANDANT CHARCOT, children must be able to be completely autonomous during organised outdoor activities and when disembarking in inflatable boats, be of sufficient size to sit on the inflatable boats, and understand and respond immediately to orders given by those in charge. Consequently, children's participation in any inflatable boats activity is subject to the agreement of the Captain and Expedition Manager, depending on sea conditions and the difficulty of disembarking at each site visited.

7.20 When on board and/or on excursions, minor children remain under the full and total responsibility of their parents, the holder of parental authority, or the person delegated with the minor's custody. For safety reasons, it is not recommended to leave a minor alone and unsupervised in a cabin, whether during the day or at night. It is therefore recommended that the parent, the holder of parental authority, or the person delegated with the minor's custody share the cabin with the minor.

7.21 On Expedition Cruises, a maximum of five (5) children between the ages of 6 (8 for LE COMMANDANT CHARCOT) and 18 are allowed on board. CDP reserves the right to limit the number of children under the age of 8 on board its ships.

7.22 As the ships do not have facilities for giving birth on board, women who are more than 14 weeks of amenorrhoea, i.e., 3 months' pregnancy, are not allowed to embark on CDP' ships. In any case, pregnant women under 14 weeks of amenorrhoea, i.e., 3 months of pregnancy, travelling on board a ship are advised to consult a doctor before boarding to ensure that their medical condition is compatible with the scheduled cruise. Pregnant women will not be allowed to embark on “Expedition Cruises” programmes and LE COMMANDANT CHARCOT.

- **Permitted luggage**

7.23 Each Passenger must label each piece of luggage correctly, indicating legibly its full name, the name of the ship, its destination and the cabin number, in visible and indelible characters.

7.24 Passenger and crew safety is an absolute priority for CDP. The items listed below are prohibited on board ships (hereinafter the "**Prohibited Items**"): prohibited narcotics/drugs

(including marijuana prescribed for medical purposes and any other accessory associated with drug use; this also applies to hookahs); all firearms, including replicas, imitations, neutralised firearms, starter pistols and their components; BB or pellet guns or rifles; other projectile weapons or objects resembling or similar to firearms (e.g. paintball guns); all types of ammunition or replicas for the above items; all types of explosives, components (e.g. detonators) including replicas of explosives or devices; fireworks, flares and pyrotechnic products; martial arts weapons (e.g. shuriken stars, nunchaku); knives longer than 3 cm/1.2 inches; cutlass razors; swords, Sgian Dubh or kirpans; harpoons or harpoon guns; crossbows, crossbow bolts and arrows; blunt weapons such as brass knuckles, maces, telescopic batons, flails or nunchakus; items containing incapacitating substances (e.g. gas pistols, tear gas canisters, tear gas, phosphorus, acid and other chemical substances that can mutilate or incapacitate); restraining devices (e.g. handcuffs, leg or head restraints); flammable substances or dangerous chemicals (e.g. petrol, methylated spirits, paint thinner, lighter fluid, etc.); any other item manufactured, diverted or used as an offensive weapon; stun devices (Tazers and stun guns); large batteries with a capacity of more than 100Wh (e.g. spare batteries and external back-up batteries); items carried on board the ship and not supplied by the company, containing any heating element (e.g. immersion heaters, electric blankets, irons, kettles, coffee machines with hot plates, rice cookers, etc.); any autonomous or remote-controlled flying object, toy or drone; hoverboards, scooters, electric scooters or Segways; compressed air cylinders/tanks, including diving cylinders, propane cylinders and large aerosol canisters; emergency position-indicating radio beacons (EPIRBs), amateur radios, satellite telephones, transformers, lasers and laser pointers; all types of radio or telephone jamming equipment; Samsung Note 7; candles.

Passengers will in any event be liable for any injury, loss or damage suffered as a result of the presence of Prohibited Items in their luggage or cabin and will indemnify CDP against any actions that may be brought against them as a result of the presence on board or during embarkation or disembarkation of the Prohibited Items. The Prohibited Items may at any time and in any place be confiscated, unloaded, destroyed or rendered harmless by CDP and/or the Captain, without compensation and notwithstanding the payment by the Passenger of any destruction costs. In case that a Prohibited Item is deemed to be illegal, the relevant authorities will be notified.

On board, it is also recommended that Passengers avoid charging their battery-operated devices overnight.

7.25 Passengers must look after their luggage and personal effects throughout the duration of the Services, including the stay on board and during embarkation, transshipment, and disembarkation operations. CDP declines any responsibility for luggage left unattended by the Passenger and for which the Passenger has not taken all necessary precautions to avoid theft, loss or damage. CDP will only be liable within the limits of Article 1953 of the French Civil Code and the provisions of the necessary deposit. The Passenger can declare the value of fragile items, jewellery, watches, money, cash, computers and other electronic equipment, mobile phones or any other precious item and entrusting them on board or depositing them in the safe provided in the cabin, together with a descriptive and estimated inventory, for which the Passenger may be required to pay a corresponding custody fee.

7.26 Passengers are civilly and criminally liable for any damage they cause directly or indirectly to CDP, to other Passengers or to third parties. They will be solely liable for any fine or penalty imposed on him by the competent authorities.

7.27 The Passengers agree, on simple request and without delay, to give free access to their cabin, luggage and personal effects to CDP and/or to the officers of the crew, as well as to the customs, health and/or administrative authorities of the countries of call or of the flag State.

7.28 CDP will not be liable for any damage caused to photographic or electronic equipment, telephone or cameras lost or damaged during the performance of the Services, whether on board the ship or its annexes or during embarkation or disembarkation operations, nor for any damage caused to objects that have fallen into the water.

- **Animals**

7.29 Animals, with the exception of service or medical assistance animals subject to the conditions of access on board by their owners, are prohibited on board ships and are not allowed to embark.

- **No-smoking policy**

7.30 The ships are entirely non-smoking, with the exception of specifically designated areas on the outside decks (this also applies to electronic cigarettes). The cabins and their private balconies, as well as the suite terraces, are non-smoking areas.

- **Currency on Board**

7.31 The official currency on board CDP ships is the euro, while the official currency on board the m/s Paul Gauguin is the US dollar. Upon arrival on board, a credit card imprint will be required from Passengers as a guarantee. On the eve of disembarkation, a detailed invoice of on-board expenses will be delivered to the cabin. All expenses must be settled prior to departure, either in cash or by credit card.

## **8. Air transport**

8.1 All Airline Tickets are presented in the form of electronic tickets. The surnames and first names provided by the Passenger must be identical to those shown on the valid passport that will be used by the Passenger for the voyage. The first name and surname appearing on the passport will be used by CDP to issue all tickets. Any error or request for change may result in the purchase of a new Airline Ticket at the Passenger's expense on the conditions of the Air Carrier.

8.2 In accordance with the terms of Article R. 211-15 ff. of the French Tourism Code, CDP will inform the Passenger before the Contract is concluded of the identity of the contractual or de facto air carriers likely to operate the flight and will confirm the identity of the Air Carrier as soon as it is aware of it. Until boarding, the identity of the Air Carrier may be modified, and the Passenger will be informed as soon as the change has been brought to the attention of CDP.

8.3 Airlines may enter into code-share agreements with each other, whereby a flight is sold under their own name but may be operated by another airline.

8.4 "Direct flight" means no aircraft changes but does not rule out the possibility of one or more technical stops. "Flight with stopover" means a stopover and aircraft change.

8.5 The liability of Air Carriers is limited by the national or international law applicable to them, in particular the Warsaw International Convention of 12 October 1929 or the Montreal International Convention of 28 May 1999, as well as by their own conditions of carriage accepted prior to any order, which may limit or exonerate the liability of CDP in accordance with the provisions of Article L. 211-17-IV of the French Tourism Code. In the event of flight delays, overbooking or cancellations, the liability of all Air Carriers departing from - or to - the European Union for Community airlines only is also governed by EU Regulation 261/2004 of 11 February 2004, which requires them to provide flat-rate compensation - except in extraordinary circumstances - and assistance and care for passengers. Reimbursement of air taxes: in the event of non-use of the flight ticket for any reason whatsoever, the compulsory airport taxes are reimbursable to the Passenger on request within 30 days. To request a refund online, the Passenger is invited to write to the following email address: [apresvoyage@ponant.com](mailto:apresvoyage@ponant.com). For all offline requests sent to the following address Compagnie du Ponant - 408 avenue du Prado 13008 Marseille, France, CDP will charge a fee corresponding to a maximum of 20% of the amount of taxes refunded.

8.6 On scheduled international flights, depending on the Airline Carrier, the general luggage allowance (excluding loyalty programme member benefits) is strictly limited to a maximum of 23kg for checked-in luggage and a maximum of 8kg per Passenger for cabin luggage. On scheduled domestic flights, the luggage allowance is generally between 15 kg and 20 kg maximum for checked-in luggage. On flights chartered by CDP, the luggage hold allowance is 23 kg (subject to confirmation by the selected Airline) and a maximum of 5 kg per item of cabin luggage. Passengers are advised to pay close attention to this restriction. Air carriers do not hesitate to charge extra for excess luggage and sometimes refuse to check in luggage that is too heavy or too bulky, for strict safety reasons. CDP and the Air Carrier may not be held liable in the event of luggage exceeding the weight limit, resulting in a Passenger being refused check-in.

8.7 No-show and sequential use of tickets: CDP informs the Passenger that in the event of a no-show, interrupted or shortened flight or any transport service not used due to the Passenger's fault, no refund will be made (excluding airport taxes). The Air Carriers' tariff conditions stipulate that all sections of the flight tickets must be used in the order in which they are issued ("sequential use of tickets"); if the tickets are not used in this order, the Air Carrier reserves the right to readjust the tariff of the other flights and in particular the return flight, without any refund (excluding airport taxes).

8.8 In certain cases, CDP charts special flights reserved exclusively for its clients. CDP may offer different types of packages for the same cruise: cruise only, cruise with outbound and/or return flights, transfers, and hotel accommodation if necessary. Prices vary depending on the package chosen by the Passenger and will be communicated to them before the booking is confirmed. Documents regarding the flights (tickets, vouchers) containing information about the carrier's identity, schedules, check-in deadline, flight plan, stops, and baggage allowance will be sent to the Passenger in a timely manner before the start of the trip and shared in the Travel Booklet. CDP recommends that the Passenger

allow ample time for the transport of these chartered flights before departure and upon return.

### **9. Transfer of the Contract**

9.1 In accordance with Article R.211-7 of the French Tourism Code, the Passengers may transfer their Contract to a third party who fulfils the same conditions as they do in order to carry out all the Services as long as the Contract has not yet come into force.

Personal discounts acquired from the transferor, for example, benefits linked to Ponant Yacht Club status or personal compensation, are not transferable.

9.2 The transferor and the transferee must inform CDP of this decision by any means that allows an acknowledgement of receipt to be obtained (registered letter, email, fax, etc.), no later than 7 days before the start of the voyage.

9.3. The transferor and the transferee of the Contract are jointly and severally liable for the payment of the Price indicated in the Contract and any costs related to the transfer that CDP will communicate on receipt of the transfer request.

### **10. Cancellation or amendment of the Contract by the Passenger**

10.1 In accordance with the terms of Article L. 221-28-12° of the French Consumer Code, the right of withdrawal cannot be exercised for Contracts concluded with CDP and supplied on a specific date or for a specific period.

10.2 Except with CDP's prior agreement, the Passenger may not change the Services provided for in the Contract.

10.3 If the Passenger modifies or cancels part or all of the Services provided for in the Contract, he must inform CDP by any means that enables an acknowledgement of receipt (fax, email, registered letter, etc.). The date on which the document is sent will be taken as the date on which the amendment and/or cancellation fees are invoiced. With the exception of the Grand Admirals and Commodores of the PONANT Yacht Club, requests to change a Contract will be treated as a cancellation request, and will accordingly be governed by [article 10.6](#) on cancellation fees.

10.4 Specificities of a Contract change request for Grand Admirals and Commodores of the Ponant Yacht Club:

- In the case of the first modification of the Contract: no fees will be applied to the cruise service, provided that 1) the request is made at least 90 days before the original cruise departure date, 2) the new departure date is within 6 months of the originally scheduled departure, and 3) the price of the new cruise service is equivalent to or higher than the original cruise service. Only one modification without fees is allowed every 12 months per person holding Grand Admiral or Commodore status, regardless of the cruise service involved.
- This modification results in the subscription of a new Contract, with no possibility of replacing or modifying the initially subscribed Contract.
- In the case of a Contract with multiple cruise services (back-to-back cruises), the first modification of the Contract will be free of charge only for the first cruise service listed in the original Contract, provided the above conditions are met. These conditions may apply to other cruise services reserved as part of this back-to-back

cruise arrangement if the total amount of the new Contract, including multiple cruise services, is equivalent to or greater than the total amount of the original Contract.

- After the first Contract change, any subsequent modification request will be subject to the applicable general terms and conditions of sale.

#### 10.5 Specifics of a Cabin Category Change Request:

- Downgrade Requests: If the Passenger requests a change to a lower cabin category than the one originally booked, cancellation fees outlined in Article 10.6 will apply to the price difference between the two categories, factoring in any promotional offers that were applied to the original booking.
- Upgrade Requests: If the Passenger requests a change to a higher cabin category than the one originally booked, the new price will be calculated based on the promotional offers applied at the time of the original booking.

#### 10.6 Cancellation fees:

##### 10.6.1 Cruise service fees only, for PONANT and Paul Gauguin cruises:

- Up to 15 days after the date of Conclusion of the Contract: no cancellation fees
- From 15 days after the date of Conclusion of the Contract to 365 days before the cruise departure: EUR 150 per passenger per cruise
- From 364 days to 211 days before the cruise departure: 10% of the cost of the service
- From 210 days to 91 days before the cruise departure: 25% of the cost of the service
- Less than 91 days before the cruise departure: 100% of the cost of the service

##### 10.6.2 Fees for other services:

- Insurance benefits policies are non-refundable and non-cancellable.
- Individual/scheduled flights: CDP invoices the Passenger for the actual costs invoiced to CDP by the service provider at the time of cancellation.
- Group land-based services or Group air services under the Contract or Private/on-demand services:
  - Up to 15 days after the confirmation date: no cancellation fee,
  - From 15 days prior to departure to 211 days prior to the cruise departure: 10% of the total cost of the services
  - From 210 days to 91 days prior to the cruise departure: 25% of the total cost of the services
  - Less than 91 days prior to the cruise departure: 100% of the total cost of the services

10.7 If the number of Passengers sharing the same cabin decreases, the cancellation fees specified in Article 10.6 will apply to the Passengers canceling their Services. The fare for the remaining Passengers will be reassessed as follows:

- The pricing for children traveling with adults will be updated in accordance with the provisions outlined in Article 5.5.4.
- A "Single Supplement" will be applied based on the prevailing rates at the time the Contract is modified, provided that the Passenger canceling their participation incurs cancellation fees of less than 50% of the total cost of the Services.

10.8 The Passenger who does not show up for the departure of a Service or who finds it impossible to take the departure or cancels it for any reason whatsoever, including due to a delay in transport, may not claim any reimbursement.

## **11. Cancellation, Interruption or change of the Contract by CDP**

11.1 CDP may allocate different cabins to Passengers than those originally planned.

11.2 CDP reserves the right to interrupt a Cruise, or to change its itinerary, due to a constraint affecting the running of the Services.

11.3 In the event of exceptional and unavoidable circumstances affecting the performance of the Contract and representing in particular a risk to the safety of the Passengers, property or the ship, CDP is entitled to change the itinerary or the ports of call or destination, to delay or terminate the voyage, to divert the ship, to take or be taken in tow, to transship the Passengers and their luggage onto any other means of transport, even if this results in an increase or a shortening of the duration of the Cruise.

11.4 The ship may provide assistance to any person or property at sea, and cannot be held liable for the consequences of a change to the Cruise program due to this exceptional and unavoidable circumstance.

11.5 When CDP is required for reasons beyond its control to change the Contract after the start of the Cruise, it will make every effort to offer Services of equivalent or higher quality or will make an appropriate price reduction. In the event of exceptional and unavoidable circumstances within the meaning of Article L. 211-16-VII of the French Tourism Code making the return of the Passenger impossible on the conditions provided for in the Contract, CDP will pay for three overnight stays under equivalent conditions if possible, except with regard to vulnerable persons notified at least 48 hours before departure (Persons with Reduced Mobility and their accompanying persons, pregnant women, unaccompanied minors, persons requiring special medical assistance).

11.6 In the event of external events beyond CDP's control or for any reason relating to the safety of the Passengers or the ship or due to insufficient participants, CDP may cancel the Cruise and must inform the Passengers of this by registered letter with acknowledgement of receipt, or by email or by a press release.

11.7 Cruises and other CDP Services are subject to a minimum number of participants.

11.7.1 Cruises: if the minimum number of Passengers registered is less than or equal to 50% of the "passenger capacity" of the ship (as indicated below), CDP reserves the right to cancel a cruise according to the following notice periods:

- 20 days before the start of the Contract for voyage of more than 6 days,
- 7 days before the start of the Contract for voyage of 2 to 6 days,
- 48 hours before the start of the Contract for voyage of up to 2 days.

The "passenger capacities" of the ships are as follows:

- 200 passengers for "Expedition Cruise" programmes
- 264 passengers for other cruises on board "L'AUSTRAL", "LE BOREAL" and "LE SOLEAL"
- 244 passengers for "LE LYRIAL"
- 32 passengers for the sailing yacht "LE PONANT"
- 172 passengers for PONANT EXPLORERS
- 270 passengers for "LE COMMANDANT-CHARCOT"
- 332 passengers for the "m/s LE PAUL GAUGUIN"
- 12 passengers for the "SPIRIT OF PONANT"

11.7.2 Other Services: CDP reserves the right to cancel, at any time, any other Services, such as pre- or post-cruise programmes or excursions, if the number of registered passengers falls below the minimum required. In such cases, CDP may offer an alternative Service, which may incur an additional cost for the Passenger.

11.8 CDP may terminate the Contract and reimburse the amounts paid within 14 days:

- Without compensation for insufficient number of participants (see article 11.7.1 above)
- Without compensation in the event of exceptional and unavoidable circumstances and after notifying the passenger of the decision as soon as possible before the start of the trip.
- With additional compensation, if applicable, at least equal to the penalty that the Passenger would have incurred if he had terminated the Contract in the event of cancellation without cause.

11.9 The means of transport and accommodation which are the subject of the Services are booked by CDP in accordance with the terms and conditions of each service provider providing these services. CDP reserves the right to substitute one means of transport for another or a hotel for another of the same category. In the latter case, if the hotel is of a lower category, the overpayment will be refunded to the Passenger.

11.10 All services are subject to availability. If there are no more places in the proposed class, CDP may offer additional places, subject to availability, at an additional cost.

## **12. Liability**

12.1 CDP is fully liable towards the Passenger for the proper performance of the duties resulting from the Contract, whether these duties must be performed by itself or by other service providers, without prejudice to its right of recourse against the latter.

However, CDP may be exonerated from all or part of its liability by proving that the damage is attributable either to the Passenger or to a third party unrelated to the provision of the Services provided for in the Contract and is of an unforeseeable or unavoidable nature, or to exceptional and unavoidable circumstances (situations beyond the control of the party invoking it and the consequences of which could not have been avoided even if the party had been able to take all reasonable measures, and which prevent CDP from performing all or part of the duties provided for in the Contract. Examples of such circumstances: insurrection, terrorist attacks, riots and prohibitions of any kind imposed by governmental or public authorities, weather conditions such as cyclones, earthquakes, tsunamis, tornadoes, clouds, sandstorms, geographical, health and political events in the host country), as defined in Article L. 211-16 of the French Tourist Code.

In the event that its strict liability is engaged due to its service providers within the meaning of the above Article, the limits of compensation resulting from international conventions in accordance with Article L. 211-17-IV of the French Tourism Code will apply. These conventions include the Warsaw Convention of 12 October 1929 and the Montreal Convention of 28 May 1999 on air carrier liability, the Athens Convention of 1974, consolidated in 2002 and adopted by the European Union by Regulation 392/2009 of 23 April 2009, and the London Convention of 19 November 1976. In the absence of such agreements and except in the case of bodily injury or damage caused intentionally or by negligence,

damages will be limited by the Contract to three times the total price of the trip or holiday. In accordance with Article L. 211-17-VI of the French Tourism Code, claims for organiser's or retail travel agency's liability are subject to a two-year limitation period. CDP cannot be held liable for any non-compliance of services purchased independently by the Passenger from third-party providers not affiliated with CDP and outside the scope of the Contract with CDP.

12.2 If a Passenger is refused boarding on the ship - including after or during a stopover - on the conditions indicated in [article 6](#) of these GTC, neither CDP nor the Captain of the ship or the crew will be held liable in any way whatsoever.

12.3 Luggage not claimed on arrival of the ship or any other means of transport will remain in port at the expense and risk of the Passenger.

### **13. Price adjustment**

13.1 The prices quoted by CDP are based on the economic conditions known on the publication date of these General Terms and Conditions of Sale.

These economic data result in particular from (1) the cost of transport and fuel or other sources of energy, (2) fees and taxes relating to travel services imposed by a third party to the Contract (including tourist taxes, landing taxes or embarkation and disembarkation taxes in ports and airports) and (3) exchange rates relating to the Contract and used in the composition of the prices of the Services.

CDP is entitled to change prices upwards or downwards after the Contract has been concluded and before departure. Any variation in the cost of transport, in particular fuel, taxes and fees, and the euro/dollar exchange rate will be fully reflected in the Price.

The Contract confirmation sent to the Passenger includes a Revision Clause detailing the methods for calculating the price variation and more specifically:

- Transport costs
- Transport taxes
- Currencies affecting the price of the trip
- The part of the price to which the variation applies
- The exchange rate of the reference currency or currencies at the time the price of the trip indicated in the contract was established.

In the event of a price reduction, CDP may deduct its actual administrative expenses from the refund due to the Passenger and may justify this on request.

13.2 Any increase in the Price will be notified to the Passenger in a clear, comprehensible and visible manner on a durable support, together with its justification and calculation, no later than twenty days prior to the start of the voyage.

An increase of less than 8% is considered a minor amendment to the Contract. The Passenger may only refuse it if he cancels his Contract, subject to the cancellation costs indicated on his Contract.

When the increase is greater than 8%, the Passenger will be informed on the same conditions: of the proposed change, of the reasonable period within which he must inform CDP of his decision to continue or terminate his Contract without charge and of the consequences of his failure to reply. If the Passenger chooses to cancel the Contract, the sum paid will be refunded as soon as possible and at the latest within 14 days of the cancellation of the Contract.

## **14. Activities and Excursions**

**14.1 Activities:** During each cruise (excluding cruises aboard the m/s Paul Gauguin), each Passenger will be offered an included activity at every port of call. These activities, which can be chosen from a selection, may include, depending on the stops and destinations:

- guided activities led by expert naturalists (hiking, zodiac outings, etc.), or
- excursions with local guides, available for pre-booking up to 2 months before departure, subject to availability (monument visits, local product tastings, etc.).

For more remote destinations with limited or no infrastructure, passengers will be offered free exploration. This allows Passengers to discover the area and enjoy activities independently (beach swimming, shopping, restaurants, shows, etc.). To enhance the experience, additional optional paid activities may be available, such as diving or kayaking excursions.

**14.2 Excursions:** Published excursion itineraries are for informational purposes only and may be subject to changes due to external events beyond CDP's control or operational constraints. Any modifications will be promptly communicated to the Passenger. Excursions have limited availability, and reservations are processed on a first-come, first-served basis, subject to remaining capacity. Passengers may select from a range of excursions included in their Package or available at an additional cost. The included excursion package typically provides one excursion per port of call, per person, unless otherwise stated. Excursions (included or at an additional cost) can be pre-booked starting approximately 2 months up to 7 days before the Cruise departure. After this period, reservations must be made directly with the dedicated onboard staff. Pre-booked excursions can be cancelled free of charge up to 48 hours before the departure of the excursion. Beyond this period, the full price of the excursion will be charged.

### **14.3 Specific Activities:**

**14.3.1 Scuba Diving:** On board CDP ships, diving and introductory dives are conducted using CDP equipment and Zodiacs, subject to local authorizations, at a rate of €80 per person (price not guaranteed for dives arranged through a local provider). Packages are available on certain Cruises and must be pre-booked at the time of Cruise registration. Additional requests made on board may be accepted subject to availability. Detailed information about dives offered by Cruise is available on the website [www.ponant.com](http://www.ponant.com), under the "PONANT ACTIVITIES" section associated with the Cruise. Certification Levels Required:

- For "Yachting" Cruises: Level 1 or CMAS 1-star Diver or PADI Open Water Diver (or equivalent).
- For "Expedition" Cruises: Level 2 or CMAS 2-star Diver or PADI Advanced Open Water Diver (or equivalent).

For scuba diving on board the m/s Paul Gauguin, detailed information is available on the website <https://pgcruises.com/ms-paul-gauguin/diving>. Some dives can be pre-booked through the registration form provided with the Travel Book, while others can only be reserved on board. Passengers wishing to participate in scuba diving must present the following to the on-board dive instructor: (i) a medical certificate confirming fitness for scuba diving dated within the past year, (ii) a certificate of non-contraindication of diving, and (iii) an up-to-date dive logbook.

14.3.2 Kayaking on Board Le Commandant Charcot: To participate in kayaking activities, participants under 18 years of age must provide a declaration signed by a parent, a person holding parental authority, or a delegate of the minor's custody on a permanent or temporary basis legal guardian certifying their swimming proficiency. Additionally, the minor must be accompanied by this person during the activity. This information must be submitted to CDP's medical service at least 45 days before the embarkation date for validation.

14.3.3 Polar plunge on board Le Commandant Charcot: To participate in the polar plunge activity, the following conditions apply:

- Participants under 18 years of age must provide a declaration signed by a parent, a person holding parental authority, or a delegate of the minor's custody on a permanent or temporary basis legal guardian certifying their swimming proficiency and be accompanied by this person during the activity,
- An ECG (electrocardiogram) performed by the participant's physician, in addition to the mandatory medical questionnaire, and
- This information must be submitted to CDP's medical service at least 45 days before the embarkation date for validation.

14.3.4 Polar ski raid on board Le Commandant Charcot: To participate in this activity, the following conditions apply:

- Participants must be adults, provide an ECG (electrocardiogram) dated within six months and performed by their physician, and undergo a mandatory medical examination by the ship's doctor, and
- Participants must be in good physical condition, capable of walking between 10 and 15 km per day without difficulty, and have prior experience in winter sports (snowshoeing, skiing, or cross-country skiing).

This activity, limited to a minimum of 4 participants and a maximum of 10, must be pre-booked and prepaid before the Cruise departure. In case of participant cancellation, the activity fee will not be refunded, except in the event of a medical disqualification determined by the ship's doctor.

## **15. Travel Insurance**

15.1 CDP does not include any insurance in the prices of the services offered and recommends that the Passenger take out, at the time of booking, a cancellation insurance policy covering the consequences of cancellation of the Contract by the Passenger, or an assistance policy covering repatriation in the event of accident, illness or death, or a multi-risk policy. CDP offers the services of the following partners:

- Caravela – Companhia de Seguros, SA, with its registered office at Avenida Marques de Tomar, 2, 14, 1050-155 LISBOA, Portugal, registered in Portugal under NIPC Number 503 640 549 Lisbon, duly authorized by the Autoridade de Supervisão de Seguros e Fundos de Pensões to underwrite risks in France for the guarantees offered, represented by DUNE ASSURANCES SAS, duly authorized under a subscription delegation mandate granted by Caravela – Companhia de Seguros. DUNE ASSURANCES SAS is based at 128 rue de la Boétie, 75008 PARIS, FRANCE and is an insurance intermediary registered with ORIAS under number 20007872.

- and MUTUAIDE ASSISTANCE, 126 rue de la Piazza - CS20010 - 93196 Noisy le Grand cédex (a company governed by the Insurance Code, RCS Bobigny 383 974 086)

To find out more about insurance products: [https://uk.ponant.com/ponant-benefits?layer=insurance#modal\\_insurance](https://uk.ponant.com/ponant-benefits?layer=insurance#modal_insurance). The insurance must be taken out and the insurance premium paid in full when the Contract is concluded. The premium is non-refundable (unless the Contract is terminated by CDP) and non-transferable.

15.2 For certain destinations, CDP will indicate to the Passenger whether insurance is compulsory. The Passenger is solely responsible for taking out such insurance, at his own expense. If the Passenger provides proof of previous cover for the risks covered by the insurance taken out, he may cancel this insurance without charge within 14 days of taking out the insurance, provided that no cover has been taken out.

## **16. After-sales**

16.1 Any comment or claim relating to a voyage or a stay must be sent by registered post with acknowledgement of receipt (LRAR) or by email giving precise details of the loss and the alleged damage, either to Compagnie du Ponant - 408 avenue du Prado 13008 MARSEILLE or to [apresvoyage@ponant.com](mailto:apresvoyage@ponant.com) - and/or to the retail travel agency who sold the Services provided by CDP within one month from the date of return for faster processing of the complaint.

CDP encourages passengers to fill in the satisfaction questionnaires handed out on board the ship halfway through and at the end of the Cruise.

16.2 After having referred the matter to the after-sales services mentioned in [article 15.1](#), and without receiving a satisfactory response within 60 days, the Passenger may refer the matter to the Tourism and Travel Mediator: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17. Referral procedures are available on the website: [www.mtv.travel](http://www.mtv.travel). Referral to the Tourism and Travel Mediator is free of charge and may be made within one year of the date of the written complaint to CDP. If the sale takes place online, the Passengers have the right of using the platform available on the <https://webgate.ec.europa.eu/odr> website to settle their dispute.

16.3 Any action by the Passenger against CDP is subject to limitation within two years by virtue of Article L.211-17-VI of the French Tourism Code and except in the case of bodily injury in accordance with Article 2226 of the French Civil Code.

## **17. Video Surveillance**

CDP, acting in its legitimate interest and in compliance with applicable regulations, has installed video surveillance systems on its ships to ensure the safety of its personnel, Passengers, and property. Recorded footage may be reviewed in the event of incidents or security investigations by authorized CDP personnel and law enforcement authorities. Additionally, personnel from the company responsible for maintaining the equipment may access the footage exclusively for maintenance purposes. Recordings are retained by CDP for a maximum of one (1) month.

## **18. Image rights**

18.1 Passengers may be photographed and/or filmed during their Cruise, allowing them the opportunity to purchase these photos as souvenirs.

18.2 By participating in activities organized before, during, or after their Cruise, Passengers consent to CDP using and/or reproducing their image on digital kiosks, computers, televisions in cabins and public areas, as well as on the CDP smartphone or tablet application.

18.3 All photographs and videos created are deleted two (2) months after the Cruise ends. If, however, a Passenger wishes to have their photo or video deleted sooner, they may make this request at reception.

18.4 Passengers who prefer not to appear in recordings or photos can inform reception staff onboard or communicate their preference at the time of booking.

### **19. Processing of personal data**

19.1 The terms "Personal Data," "Data Controller," and "Processing" are defined in accordance with the General Data Protection Regulation (GDPR) 2016/679 of April 27, 2016. "Regulations" refers to all applicable texts regarding the management and protection of Data, including the GDPR, Law No. 2018-493 of June 20, 2018, on the protection of personal data, and the modified French Data Protection Act (Loi Informatique et Libertés) of January 6, 1978. CDP may collect personal information ("**Personal Data**") for the purposes of its activities and to provide the Services it offers. CDP acts as the data controller for the processing of such data, with purposes defined in its Personal Data Protection Policy, available on CDP's website: <https://uk.ponant.com/privacy>. For the purpose of providing the Services, the Passenger agrees to provide only complete, accurate, and up-to-date Data and information to CDP. The Passenger also agrees to notify CDP of any changes to their information. In accordance with the GDPR and within the limits of legal obligations, the Passenger has the right to access, rectify, erase, port, object to the use of their Data, limit the processing of their Data, or not to be subject to automated decision-making, including profiling. To learn more about or exercise their rights concerning Personal Data, the Passenger may contact the Data Protection Officer at the email address "vieprivee@ponant.com" or consult CDP's Personal Data Protection Policy on the website: <https://uk.ponant.com/privacy>. If the Passenger believes their "Data Protection" rights have not been respected after contacting CDP, they can file a complaint with the National Commission on Informatics and Liberty (CNIL). It is specified that a Passenger's opposition to the collection, recording, or transfer of Data necessary for the sale or execution of these GTC would make it impossible for CDP to provide all or part of the requested Service.

19.2 Certain services are provided by CDP's commercial partners operating in the following sectors:

- Tourism: such as travel operators, local tour guides, visa agencies;
- Transport: such as airlines;
- Insurance;
- Other service providers involved in the provision of the Services.

As a travel operator and carrier, CDP is also required to share certain Passenger information (e.g., passport number, nationality) with local authorities, port agents, and certain institutions or organizations, such as Interpol or the EU agency eu-LISA.

19.3 As part of its Services, CDP may process medical data concerning the Passenger in order to provide necessary medical assistance during the Cruise, ensure the protection of individuals, or fulfill legal and regulatory obligations, as well as comply with national, EU, and international standards established by duly authorized authorities. We only process the data you provide and do not collect data from other sources.

19.4 Telemarketing: If the Passenger does not wish to receive commercial calls, they can register for free on the BLOCTEL list (<http://www.bloctel.gouv.fr>) to opt-out of telemarketing.

## **20. Applicable Law and Jurisdiction**

These GTC and the Contract are governed by French law.

In the event of any dispute relating to the interpretation or performance of these GTC and/or the Contract, it will be referred to the competent French courts under French law.