



GENERAL TERMS AND CONDITIONS OF TRAVEL AND PAYMENT

Azamara Cruises for Switzerland 2010 - 2011

1. Contractual partners

The following terms and conditions of travel supplement legal provisions and govern the legal relationship between the customer and Royal Caribbean Cruises Ltd., (registered in Liberia), Principal Office: 1050 Caribbean Way, Miami Florida, 33132 USA, hereinafter called "Azamara Cruises", represented by Royal Caribbean Cruise Line A/S, Frankfurt office, in any contractual relations arising for the performance of package tours, in particular cruises. The relevant tour description will have priority in the event of any differences.

2. Registration/tour confirmation/restrictions

2.1 With his/her cruise registration, the customer enters into a binding travel contract with Azamara Cruises. Registration is binding for all participants named in the registration. We would ask customers to ensure that all names are submitted correctly. Especially first names must always be checked to make sure that the names in the travel documents match the names in the passport or identity card.

2.2 The tour contract between Azamara Cruises and the customer will come into effect with the confirmation of the personal, telephone, written or electronic (online) registration (booking). If the customer registers additional passengers the customer will be liable for their obligations arising from the contract in the same way as for his/her own. These General Terms and Conditions of Travel and Payment apply to all passengers.

2.3 If the content of the cruise confirmation differs from the content of the registration, the confirmation is regarded as a new offer made by Azamara Cruises to which Azamara Cruises is bound for 14 calendar days. The tour contract will be concluded on the basis of this new offer provided the customer declares his/her acceptance to Azamara Cruises within the commitment period by means of a specific or conclusive statement (e.g. payment or part-payment of the tour price).

2.4 The minimum age for customers traveling alone is 21. Guests up to and including 20 years of age must be accompanied by at least one 21-year-old adult who is booked in the same cabin. Exceptions are married couples of at least 18 years of age who can present a marriage certificate when booking and boarding. Infants may only participate in a cruise if they are at least six months old when the cruise commences. However, infants must be at least one year old when the cruise commences in the event that the cruise includes a crossing of the Atlantic or Pacific, or when it includes Hawaii, certain South American or certain other destinations. Families who would like to place their children in a separate cabin must book adjacent cabins. Note: the upper bunks are not suitable for children up to 6 years of age.

2.5 Disabled customers must notify Azamara Cruises of their disability at the time of their registration.

2.6 For pregnancies up to the twenty-third week, women require a physician's declaration of health (in English), which must be sent to Azamara Cruises, Frankfurt, and presented at check-in. Customers reaching the twenty-fourth week of pregnancy before commencement of or during the tour will not be transported.

Azamara Cruises reserves the right to refuse cruise registrations from customers who, in the judgment of Azamara Cruises' medical consultants, do not meet the physical or health requirements for a cruise tour because of disablement, illness, or pregnancy. Cruise registrations from physically disabled customers who cannot move without assistance from others can only be accepted when they can assure that they will be accompanied by one other person who is qualified and willing to provide the assistance required.

3. Scope of service

3.1 Services provided by Azamara Cruises comprise the transport and accommodation of the customer in his/her booked cabin, full board during the cruise, a proportion of the port charges as specified in the relevant cruise description in the catalog as well as all information and explanations contained therein as well as those provided in the tour confirmation. The tour confirmation has priority in the event of discrepancies. The services also include the use of onboard facilities not separately marked as chargeable services.

Services provided by the ship's doctor are not part of the contract. Medical services and medication will be charged to the customer.



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3.2 The scope of services does not include flights or other shuttle services from the customer's home location to the port of embarkation and from the port of disembarkation back home or hotel arrangements before or after the cruise, unless they are included in the cruise described in the brochure and/or confirmed in the contract.

Also not included in the scope of services are land excursions merely negotiated by Azamara Cruises or flights during a land excursion (please refer to sections 11.8 and 13 below).

3.3 Day accommodation or hotel stays included in the tour package by Azamara Cruises because of flight plans are not refundable if the customer deviates from our specified flight itinerary. Unused transfers from or to the hotel/airport/pier are also non-refundable. A hotel booked for an overnight stay before the cruise due to flight scheduling can, on reasonable grounds, be substituted by Azamara Cruises for a hotel of equal value.

4. Changes to services

4.1 It might prove necessary to change various tour services or the tour price after conclusion of the contract. This applies to the cruise as well as to any flights included in the tour inasmuch as the latter are described in brochures and/or are confirmed as a tour service in the contract.

4.2 Changes and/or deviations in individual tour services from the services agreed in the travel contract that become necessary after the conclusion of the contract are only permitted provided the changes or deviations are insubstantial and do not detract from the overall quality of the booked tour. Azamara Cruises will immediately notify the customer of any changes. The modified service replaces the original service specified in the contract. In the event of a substantial change being made in a major cruise service after the conclusion of the contract, the customer is entitled to withdraw from the contract without cancellation fees or to request participation in another Azamara Cruises tour of equal value on the basis of good faith. The possibility of contract cancellation on the grounds of change is excluded if the customer commences the tour in the knowledge of the change.

4.3 Decisions about necessary changes in travel times or cruise routes, e.g. for security or weather reasons, are made solely by the captain responsible for the ship. If an arriving or departing flight is included in the cruise tour, a change to another airline, aircraft, or arriving or departing airport may be necessary in the event that the airline cancels a scheduled flight or changes the flight plan. Azamara Cruises expressly reserves the right to make such changes or modifications for these or similar reasons.

4.4 Azamara Cruises expressly reserves the right to change details contained in the brochure before conclusion of the contract, but will naturally inform the customer of any such changes before booking.

4.5 Any stipulations in the contract with our service providers (e.g. airlines or hotels) that differ from our travel terms and conditions/group terms and conditions regarding the minimum number of participants, name registration, payment rules, cancellation and booking have priority over our stipulations inasmuch as the deviations are more restrictive or extensive for the customer than the corresponding stipulation in our travel terms and conditions/group terms and conditions. This applies in particular to group tours. The corresponding higher-priority regulations will be detailed separately in our tour confirmation for the group and will thus be a part of the respective tour contract.

4.6 Travel agency brochures and brochures from service providers (e.g. local agencies) do not form part of the tour contract and are therefore not binding for the contractual performance of Azamara Cruises unless they have been made part of the contractual performance through express written agreement of the parties.

4.7 Travel agencies are not authorized by Azamara Cruises to provide assurances or to make agreements that go beyond the details contained in the brochures and tour descriptions or confirmation of reservation of Azamara Cruises, that contradict these or that change the confirmed contents of the tour contract with Azamara Cruises.



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5. Tour price and payment

5.1 Prices are those specified in the catalog together with the respective tour confirmation and are to be paid in accordance with the following regulations and without discount to one of the bank accounts listed. All cruise prices are per person with double occupancy of a cabin, unless expressly stated otherwise. The full cabin price for double occupancy is charged and payable for single occupancy.

5.2 Azamara Cruises is insured against the risk of insolvency with insolvency insurance in accordance with the law. Insofar as the customer is not already covered by the Guarantee Fund of the Swiss Travel Industry, the customer will be issued with an insurance voucher on request granting the customer a direct claim against the insurance company.

5.3 On request and depending on availability the customer can obtain, from his/her travel agency or from Azamara Cruises, an option on the desired cruise, giving him/her the possibility of registering for the cruise with a firm booking. An initial payment of 10% of the tour price is due immediately on receipt of the firm booking and payable against the delivery of the tour confirmation/invoice and insurance voucher. The outstanding amount is due 30 days before the date of embarkation and is payable against the surrendering of the complete and qualified travel documents. Travel documents will not be surrendered without full payment. If payment occurs later than 30 days before departure, the customer will bear the costs of special delivery by courier.

5.4 For bookings received by Azamara Cruises less than 30 days before the date of embarkation, the full price must be paid before an insurance voucher and the complete and qualified travel documents are surrendered.

5.5 If the tour price has not been fully paid by the time of travel, the contract is considered canceled and the customer is no longer entitled to embark on the tour. Azamara Cruises can demand the appropriate cancellation fees as compensation as agreed below in section 7.1.

6. Price increase

6.1 Azamara Cruises reserves the right to change prices advertised and confirmed upon booking in the event of an increase in transport costs or in charges for certain services such as port or airport charges or as a result of a change in the exchange rates applicable to the tour, to the extent that such an increase affects the tour price per person. If Azamara Cruises is forced to change the tour price for the above-mentioned reasons it will inform the customer of the price increase at least 3 weeks before the date of departure. If the price increase is more than 10 % of the originally booked overall price, the customer is entitled, within 5 days of receipt of the notification from Azamara Cruises, to withdraw from the contract without a cancellation fee, or to request participation in another Azamara Cruises tour of at least equal value provided Azamara Cruises is able to offer the customer one of its tours from its range without additional costs for the customer. In the event of withdrawal, any payments already made will be refunded to the customer as quickly as possible without any deduction.

7. Substitute passenger/contract cancellation/rebooking

7.1 Cancellation by the passenger

The customer can withdraw from the tour at any time before the tour commences. Notice of cancellation should, as a matter of principle, be made in writing in order to provide evidence. Failure to participate in the tour is regarded as the equivalent of cancellation. The date of cancellation is determined by the receipt of notice of withdrawal by Azamara Cruises.

If the customer withdraws from the travel contract or fails to commence the tour, Azamara Cruises can demand compensation for arrangements made for the cruise and the costs involved in this. Azamara Cruises has taken ordinary saved costs and the possible use of the tour services by a third-party into account when calculating its cancellation fees. The customer retains the right to provide proof to Azamara Cruises that no - or a lower amount of - damage was actually incurred.

The cancellation fees per person that Azamara Cruises must charge are generally as follows:

- Cancellation up to 60 days before tour commencement: 10 % of the tour price
- Cancellation between 59 and 30 days before tour commencement: 20 % of the tour price
- Cancellation between 29 and 15 days before tour commencement: 50 % of the tour price
- Cancellation between 14 and 8 days before tour commencement: 75 % of the tour price
- Cancellation 7 days or less before tour commencement or non-appearance: 90% of the tour price

If one or more persons sharing a multiple-bunk cabin (2 or more persons) no longer wish to participate in the tour (cancellation), it is necessary to cancel the whole cabin and make a rebooking for the remaining passengers. Azamara Cruises will deduct the value gained from the use of the original tour service and any costs saved. Azamara Cruises will charge a supplement of 100% of the cabin price if a cabin is rebooked for single occupancy.

7.2 Name change/substitute passenger



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If you change a name or nominate a substitute, Azamara Cruises must charge you the additional costs incurred, including additional third-party costs (flight, hotel) Azamara Cruises will in any case charge an additional processing fee of CHF 93.00 per passenger to cover its own additional costs. A name change is considered to be a change in the spelling of a first or last name. Nominating a substitute or making a name change is only possible if the ship has not yet been blocked for name changes. If such a change becomes necessary after this date, the tour must be cancelled without compensation. In this case, no cancellation fees will be charged.

7.3 Rebooking

After the contract has been concluded, the customer is not entitled to any change regarding date of travel, ship, tour start (flight), accommodation or type of transportation (e.g. change in cabin category, change in departure, etc.). If a rebooking is effected at the customer's request, Azamara Cruises will charge the customer the additional costs incurred. Rebookings cannot be made if this reduces the tour price. Azamara Cruises will charge an additional CHF 31.00 per person to cover its own additional costs provided the corresponding request by the customer is made at least 60 days before the cruise begins and a corresponding change is possible. Changes within 60 days before the tour commences and changes aimed at reducing the price are only possible after the original travel contract has been canceled. The cancellation fees listed above will then apply (please refer to section 7.1).

8. Contract cancellation by Azamara Cruises

8.1 Azamara Cruises can cancel the tour contract after the commencement of the tour if the customer continues to disrupt the performance of the tour despite being warned by Azamara Cruises or behaves in a manner that explicitly violates the contract to such a degree that the cancellation of the contract is justified. This applies especially for criminal acts on the part of the customer. The same applies for noncompliance with the "Guest Vacation Policy" (e.g. possession of weapons or drugs, violence, offensive behavior). The customer will be informed of the "Guest Vacation Policy" at the beginning of the cruise. The "Guest Vacation Policy" is also available at www.celebritycruises.ch and is an essential component of the travel terms and conditions

8.2 If Azamara Cruises' medical consultants decide that the customer's mental or physical condition does not allow for participation in a tour or continued participation in a tour, because the customer is incapable of travel or is a danger for him-/herself or others, then his/her transport can be refused or the customer's vacation cruise can be terminated at any time and the customer asked to leave the ship.

8.3 If Azamara Cruises refuses transport in the event of sections 8.1 and 8.2, it still retains its claim to the tour price. However, Azamara Cruises must deduct the value of any expenses not incurred as well as any benefits obtained from the third-party use of any unclaimed services, including the sums credited to Azamara Cruises from service providers. Azamara Cruises is not liable for any additional costs incurred by the customer. In particular, the customer bears the expenses for the return transport to his/her home location.

9. Force majeure

9.1 In the event that before tour commencement the execution of the tour is seriously complicated, endangered, or hindered by unforeseeable and exceptional circumstances beyond the liability of the parties e.g. by war, strike action, domestic unrest, epidemics, mandatory ordinances (such as sequestration of accommodation or means of transport), embargos, natural catastrophes, loss at sea, destruction of accommodation or any other occurrences that may have a similar effect as these aforementioned examples (force majeure), Azamara Cruises or the customer may withdraw from the contract before the commencement of the tour. The tour price paid will be refunded immediately.

9.2 Should any of the above-mentioned circumstances arise after the commencement of the tour, Azamara Cruises or the customer may cancel the contract. In this event Azamara Cruises will take the necessary steps resulting from the cancellation and arrange for the customer's return to his/her home destination provided that this is agreed in the contract and is not prevented by force majeure. If the contract is canceled, Azamara Cruises is only entitled to compensation for services actually provided. Each party will bear half of the additional costs incurred for the return transport and/or for other necessary measures. Any other costs incurred will be solely borne by the customer

10. Guarantee

10.1 If the tour service is not provided in accordance with the contract, the customer is obliged to report any deficiencies immediately and to demand redress. We recommend that the customer obtain written confirmation of the deficiency from the ship's office and the resulting deficiency report. Claims for redress are not justified when they would involve a disproportionately high level of cost and/or effort. The same applies when a deficiency cannot be corrected. Azamara Cruises may provide redress by offering a service of equal or higher value. The customer may only refuse the redress offered, including any substitute, when this would be unreasonable.



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10.2 Should Azamara Cruises fail to redress the customer's complaint he/she may, on termination of the tour, demand an appropriate reduction in the cruise price (abatement) for the length of the cruise not conducted in accordance with the contract. A claim for abatement is not applicable if the customer has knowingly failed to notify Azamara Cruises of the deficiency. Minor impairments to the tour service do not constitute a deficiency in the tour.

10.3 If a tour is substantially impaired as a result of a deficiency and Azamara Cruises does not redress the deficiency within a reasonable period of time, the customer has the right to cancel within the legal stipulations of the tour contract. It is in the customer's own interest to submit the notice of cancellation in writing in order to provide evidence thereof. The same applies if the customer cannot be expected to participate in the tour as a result of a deficiency for significant reasons that are discernible by Azamara Cruises. A deadline for redressing a deficiency does not need to be set if redress is not possible or has been refused by Azamara Cruises or its agents, or if the immediate cancellation of the contract is justified in the customer's special interest. In the event that the contract is canceled the customer retains his/her claim to return transport provided that this was a part of the contract. The customer must pay that part of the tour price representing the service that he/she made use of provided that this service was not without value.

10.4 If the cruise deficiency is due to a circumstance for which Azamara Cruises is responsible, the customer may demand compensation for failure to perform without prejudice to any abatement or cancellation. Compensation is limited by the limitation of liability contained in section 11 of these travel terms and conditions.

11. Liability and limitation of liability

11.1 Azamara Cruises will compensate the customer in accordance with the following provisions for the absence or incorrect performance of contractually agreed services and for any additional costs incurred by the customer by this (subject to sections 10 and 12) if it was not possible for the tour guide to provide the customer with a substitute of equal value and the customer was not responsible for this. Azamara Cruises' liability is limited to a total of double the tour price and only extends to direct damage. Azamara Cruises cannot accept liability if changes to the tour have to be made as a result of flight delays or strikes. Also, Azamara Cruises will not be liable for changes to the tour due to force majeure (which for a cruise includes low and high water, storms, official directives and delays by third parties) for which Azamara Cruises cannot be held liable.

11.2 The contractual liability of Azamara Cruises as tour operator for damage, excepting personal injury, and for breach of pre-, ancillary, or post-contractual obligations is limited to three times the amount of the tour price provided that the damage is not brought about by Azamara Cruises, or by any of its employees or sub-contractors, willfully or through gross negligence in the performance of its duties or provided that Azamara Cruises is solely responsible for the damage caused to the customer through the fault of a service provider.

11.3 As contractual transporter for marine cruises, Azamara Cruises' liability for compensation claims for personal injury and for damage to cabin luggage is limited by applicable national legislation and by international treaties such as the Athens Convention of 13 December 1974 and the London Convention of 19 November 1976. The customer's rights with regard to warranty claims in accordance with section 10 above remained unaffected. Notification of visible signs of damage must be made prior to disembarkation; if damage is not evident, notification must be made within 15 days of disembarkation.

11.4 A compensation claim brought against Azamara Cruises is limited or excluded inasmuch as services of an Azamara Cruises sub-contractor are involved, a compensation claim against the sub-contractor can only be asserted under certain conditions or the compensation claim is excluded under specific conditions. If Azamara Cruises is accorded the status of contractual air carrier with regard to air transportation, then liability is governed by the provisions of national air traffic legislation along with applicable international treaties, in particular the Warsaw, Hague, Guadalajara and Montreal Conventions. In general, these treaties limit the liability of the air carrier for death or personal injury as well as for luggage loss and damage.

11.5 Azamara Cruises is not liable for objects of value brought on board by the customer unless the customer deposits these objects in an on-board safe provided free of charge. If the customer deposits these in a safe, the liability of Azamara Cruises will be limited in accordance with section 11.3.

11.6 Azamara Cruises is not liable for costs incurred by the customer resulting from his/her late arrival at the ship. This also applies for departure ports and for the various destination ports where land excursions have been organized by the customer him-/herself and were undertaken at the customer's own risk. Under no circumstance is the captain of the ship obliged to wait for late customers.



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11.7 Azamara Cruises assumes no liability for information contained in third-party brochures (e.g. from travel agents) whose creation it has no influence on and whose accuracy it was not able to check (please refer to sections 4.6 and 4.7).

11.8 Azamara Cruises is not liable for disruption to services or for personal or material damage arising in connection with third-party services that are merely negotiated (e.g. flights, excursions) if these services are expressly identified in the tour description or booking confirmation with the name of the contracting party as third-party services in such a way that they can be clearly recognized by the customer as not being part of Azamara Cruises' tour service. Azamara Cruises is liable for damage caused to the customer if and insofar as the cause can be attributed to Azamara Cruises' breach of duty to provide information or organizational assistance.

12. Time limit and statute of limitations

12.1 All claims arising from the tour contract and the services rendered by Azamara Cruises must be asserted by the customer against Azamara Cruises within one month after the contractually stipulated end of the tour. We recommend that any claim be submitted in writing. Once this period has expired, claims can only be asserted if the customer was hindered, through no fault of his/her own, from complying with the deadline.

12.2 Contractual claims asserted by the customer on the basis of the tour contract as well as claims based on breach of pre-contractual and secondary obligations fall under the statute of limitations two years after the contractually stipulated end of the tour.

13. Land excursions

13.1 The customer may participate in any land excursion offered by local tour operators in any port entered by the cruise ship. Land excursions are an external service as defined in sections 3.2 and 11.8 above. Azamara Cruises will negotiate the conclusion of contracts for the customer for land excursions organized by local tour operators. Registrations for land excursions organized by local tour operators must be submitted on board the respective cruise ship or online no later than 11 days before the start of travel under www.celebritycruises.com. Azamara Cruises assumes no liability for personal injury or material damage suffered by the customer during a land excursion.

14. Embarkation and luggage

14.1 Embarkation will begin at the time specified on the cruise ticket (generally at 1:00 p.m. on the day of embarkation). Customers must be on board the respective cruise ship no later than two hours before the departure time specified on the cruise ticket. Should this not be the case for reasons for which the customer can be held responsible, he/she is considered to have withdrawn from the cruise as per section 7.1.

14.2 Every customer is entitled to bring up to 90kg luggage for the cruise. The relevant airline regulations apply for flights.



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14.3 Notification of damage to or loss of luggage during embarkation or disembarkation must be made immediately. The customer is obliged to submit notification in writing to Azamara Cruises or its agents. If cabin luggage shows visible signs of damage, notification must be made prior to or at the time of disembarkation. In other cases where luggage shows visible signs of damage, notification must be made as soon as it is handed over to the customer. If luggage shows no visible signs of damage, notification must be made within 15 days of disembarkation, of handing over or of the date when it could have been handed over.

15. Connecting programs

15.1 In connection with the cruise, Azamara Cruises can offer the customer selected hotel arrangements for before and after the cruise. Please ask your travel agent or Azamara Cruises for more information.

16. Passport/visa/vaccination

16.1 Every passenger must carry a valid passport with him/her on the respective tour. The passport must be valid for at least 6 months after the end of the tour. Azamara Cruises is entitled to refuse transport to passengers in violation of this regulation. In this case the customer is entitled to a refund of the tour price in accordance with the cancellation rules described in section 7.1.

16.2 Azamara Cruises tour brochures inform prospective travelers about the passport requirement as well as passport, visa, and health stipulations in effect for the countries included in each tour. This information applies to Swiss citizens in normal circumstances. Special personal circumstances (e.g. dual citizenship, statelessness, previous passport entries, refugee identity card etc.) cannot be taken into account unless Azamara Cruises is explicitly informed by the customer.

The travel agency or Azamara Cruises inform customers about whether children can be entered into the passport of accompanying parents or whether – for some countries – they require their own passport.

16.3 Azamara Cruises will inform customers before concluding the contract about any changes in the regulations listed above.

16.4 Provided that Azamara Cruises fulfills its obligation to inform customers with regard to the legal stipulations, the customer is obliged to comply with the stipulations in effect for his/her tour, unless Azamara Cruises has expressly undertaken to obtain visas, certificates, etc. All the disadvantages, in particular the payment of cancellation fees, arising from non-compliance with these stipulations will be borne by the customer, except when caused by negligently incorrect or insufficient information provided by Azamara Cruises. If Azamara Cruises has committed itself in individual cases to procuring any documents, it is not liable for the timely issuing and receipt of such documents unless it is responsible for the delay.

16.5 Swiss citizens require a machine-readable passport in order to enter the USA. This also applies for children of all ages. As a result of increased security measures, U.S. immigration authorities require the passport data of all guests to be submitted before departure. The customer will be requested to enter the data on a form, but the data can also be entered on the Internet. Failure to submit passport data or entering incorrect passport data can result in exclusion from the cruise.

If other service providers (airlines in particular) are also required to submit passport data to immigration authorities, Azamara Cruises is obliged to pass on this information in order not to jeopardize the entire trip. This data will not be passed on to other parties, in particular not for commercial purposes.

16.6 At the time of printing, no vaccinations are required for the cruises offered in this cruise catalog. Azamara Cruises will notify the customer of any new vaccination requirements.

17. Data privacy

17.1 Personal data that you provide to Azamara Cruises will be processed and used electronically where this is required for the performance of the contract. Azamara Cruises and the customer's booking agency reserve the right to inform the customer in future of current offers unless it is made clear to Azamara Cruises that the customer does not desire this. If the customer does not wish to receive information, he/she should contact the booking agency.



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18. General

18.1 If any individual provisions in the tour contract, including these travel terms and conditions (or sections thereof) are or become invalid, the validity of the tour contract as a whole or these travel terms and conditions will not be affected.

18.2 Any legal relations between the customer and Azamara Cruises arising from or in connection with this tour contract are subject to the laws of Switzerland. The place of jurisdiction for any disputes arising is Frankfurt am Main. The customer's domicile or usual place of residence is applicable as place of jurisdiction for lawsuits brought by Azamara Cruises under consumer agreements or in consumer matters.

18.3 All information published in our brochures is subject to legal and official approval. The information contained in these brochures corresponds to conditions existing at the time of going to press. Azamara Cruises is not liable for printing and calculation errors.

18.4 We recommend that you take out travel insurance for your protection in the event of cancellation, illness, accident etc. The tour price does not include any insurance cover.

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You can also find these General Terms and Conditions of Travel and Payment on the Internet at www.celebritycruises.ch